

# **Request for Proposal (RFP)**

**Selection of Agency to setup and operate**

**ICT labs (Centers)**

**For**

**On line Testing & Training centre at**

**Various Places of**

**Madhya Pradesh**

**Director,**

**Technical Education,**

**Government of Madhya Pradesh,**

**Satpura Bhawan, Bhopal**

## INVITATION FOR BIDS (IFB)

Director Technical Education (DTE), M.P. Bhopal, on behalf of **Department of Technical Education, Skill Development and Employment**, Government of Madhya Pradesh, Bhopal invite Request for Proposal (RFP) from qualified, reputed and experienced agencies for establishing and operating the Computer Laboratory Infrastructure for **On Line Examination, Training Centers** at 51 District of Madhya Pradesh for the period of 5 years on Govt. premises provided by Director Technical Education (DTE), M.P., Bhopal and premises acquired by the bidder on ownership/rent/lease. The RFP document is available on the website of State E-Procurement Portal ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)). Interested bidders who qualify as per the criteria mentioned in the RFP document, may submit their proposals through e-tendering latest by **15/05/2018 up to 2:00 PM** on e-Procurement Website ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)).

The tender is invited in two bid system, technical and price bid in six schedule. The pre-bid meeting will be held on **01/05/2018 at 3:00pm** in the meeting hall of Director Technical Education 4<sup>th</sup> floor Satpura Bhawan, Bhopal, M.P.

A complete set of bidding documents may be Downloaded Free of cost by interested bidders from the web site [www.mpeproc.govt.in](http://www.mpeproc.govt.in). Bidders are required to pay Rs. 5,000/- in the form of demand draft in favour of Director Technical Education, M.P., Bhopal along with the tender. EMD for the tender is Rs. 5.0 lakhs for each schedule in the form of DD in favour of Director Technical Education (DTE), M.P. Bhopal.

Director,  
Technical Education, Government of MP,  
Bhopal

Ph. : +91 (755) 2577155  
+91 (755) 2661401  
+91 (755) 2577148

email : [crisp@crispindia.com](mailto:crisp@crispindia.com)  
email : [dte5.planning@mp.gov.in](mailto:dte5.planning@mp.gov.in)

# **Request for Proposal (RFP)**

**Selection of Agency to setup and operate  
ICT labs (Centers)**

**For**

**On line Testing & Training centre at  
Various Places of  
Madhya Pradesh**

**Director,  
Technical Education,  
Government of Madhya Pradesh,  
Satpura Bhawan, Bhopal**

## DISCLAIMER

All information contained in this **Request for Proposal (RFP)** provided/clarified is in good interest and faith. Though adequate care has been taken in the preparation of the RFP document. The interested agencies shall satisfy themselves that the document is complete in all respects.

The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required for formulation of proposals.

**Director Technical Education (DTE)** reserves the right to reject any or all of the proposals submitted in response to the RFP document at any stage without assigning any reasons whatsoever.

DTE also reserves the right to withhold or withdraw the process at any stage with intimation to all those who have submitted their proposals in response to the RFP. DTE reserves the right to change/ modify/ amend any or all of the provisions of the RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the MP e-Procurement Website (<https://mpeproc.gov.in>).

DTE its employees and associates will have no liability under any law, for any loss which may arise from or be incurred or suffered on account of anything contained in the RFP or otherwise including the accuracy adequacy, correctness completeness or reliability of RFP and any assessment, assumption, statements or information contained therein or deemed to form part of this RFP. The award of the assignment the information and any other information supplied by or on behalf of DTE or their employees and RFP respondent or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to DTE and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

# TABLE OF CLAUSES

<b>INVITATION FOR BIDS (IFB)</b> .....	1
<b>SECTION I: INVITATION FOR BIDS (IFB)</b> .....	1
<b>SECTION II: INSTRUCTIONS TO BIDDER</b> .....	3
<b>A. Introduction &amp; Scope of work</b> .....	3
1. Scope of Work.....	3
2. Space for the Project & Infrastructure .....	4
3. ICT Commissioning .....	6
4. Manpower.....	6
5. Maintenance, Warranty, Duration, Deliverable and Time Schedule .....	7
6. Duration of the Contract .....	7
7. Eligible Bidders.....	8
8. Cost of Bidding .....	8
<b>B. The Bidding Documents</b> .....	8
9. Contents of Bidding Documents .....	8
10. Clarification of Bidding Documents .....	9
11. Amendment of Bidding Documents .....	9
<b>C. Preparation of Bids</b> .....	9
12. Language of Bid .....	9
13. Documents Comprising the Bid.....	9
14. Bid Form .....	10
15. Bid Prices .....	10
16. Bid Currencies.....	10
17. Documents Establishing Bidder's Eligibility and Qualifications .....	10
18. Bid Security .....	11
19. Period of Validity of Bids .....	12
<b>D. Submission of Bids</b> .....	12
20. Technical Bid.....	12
21. Price Bid .....	13
22. Deadline for Submission of Bids .....	13
23. Late Bids .....	13
24. Modification and Withdrawal of Bids .....	13
<b>E. Bid Opening and Evaluation of Bids</b> .....	13
25. Opening of Bids by the Purchaser .....	13
26. Clarification of Bids .....	14
27. Preliminary Examination .....	14
28. Evaluation and Comparison of Bids .....	14
29. Contacting the Purchaser.....	16
<b>F. AWARD OF CONTRACT</b> .....	16
30. Post qualification .....	16
31. Award Criteria.....	16
32. Purchaser's right to vary Quantities .....	16
33. Purchaser's right to accept any Bid and to reject any or all Bids .....	17
34. Notification of Award .....	17
35. Signing of Contract.....	17
36. Performance Security.....	17
37. Corrupt or Fraudulent Practices .....	17
38. Consortium: .....	17
<b>SECTION III: GENERAL CONDITIONS OF CONTRACT</b> .....	19
<b>General Conditions of Contract</b> .....	19
1. <b>Definitions</b> .....	19
2. <b>Application</b> .....	20
3. <b>Standards</b> .....	20
4. <b>Use of Contract Documents and Information</b> .....	20
5. <b>Patent Rights</b> .....	20
6. <b>Performance Security</b> .....	20
7. <b>Inspections and Tests</b> .....	20
8. <b>Packing</b> .....	21
9. <b>Insurance</b> .....	21

10.	<b>Warranty</b> .....	21
11.	<b>Payment</b> .....	22
12.	<b>Prices</b> .....	22
13.	<b>Change Orders</b> .....	22
14.	<b>Contract Amendments</b> .....	22
15.	<b>Assignment</b> .....	22
16.	<b>Subcontracts</b> .....	22
17.	<b>Delays in the Supplier's Performance</b> .....	23
18.	<b>Liquidated Damages</b> .....	23
19.	<b>Termination for Default</b> .....	23
20.	<b>Force Majeure</b> .....	24
21.	<b>Termination for Insolvency</b> .....	24
22.	<b>Termination for Convenience</b> .....	24
23.	<b>Settlement of Disputes</b> .....	24
24.	<b>Limitation of Liability</b> .....	25
25.	<b>Governing Language</b> .....	25
26.	<b>Applicable Law</b> .....	25
27.	<b>Notices</b> .....	25
28.	<b>Taxes and Duties</b> .....	25
	<b>SECTION IV: SPECIAL CONDITIONS OF CONTRACT</b> .....	26
	<b>Special Conditions of Contract</b> .....	26
1.	Definitions (GCC Clause 1).....	26
2.	Performance Security (GCC Clause 6).....	26
3.	Delivery and Documents.....	26
4.	Insurance (GCC Clause 9).....	26
5.	Payment (GCC Clause 11).....	26
6.	Sub-contracts (GCC Clause 16).....	27
7.	Liquidated Damages (GCC Clause 18).....	27
8.	Settlement of Disputes (GCC Clause 23).....	27
9.	Notices (GCC Clause 27).....	28
10.	Duration of online testing and training.....	28
11.	Data Protection.....	28
12.	Confidentiality.....	28
	<b>SECTION – V A</b> .....	30
	SCHEDULE OF REQUIREMENT FOR WHICH SPACE TO BE PROVIDED BY GOVERNMENT.....	30
	<b>SECTION – V B</b> .....	31
	SCHEDULE OF REQUIREMENT FOR WHICH SPACE TO BE PROVIDED BY BIDDER.....	31
	<b>SECTION VI</b> .....	32
	FORMAT FOR BIDDER'S AUTHORIZATION LETTER.....	32
	<b>SECTION VII</b> .....	33
	TECHNICAL SPECIFICATIONS.....	33
	<b>SECTION VIII</b> .....	36
	BID FORM.....	36
	<b>SECTION IX</b> .....	37
	REQUEST FOR CLARIFICATION OF BID DOCUMENT.....	37
	<b>SECTION X A</b> .....	38
	PRICE SCHEDULES.....	38
	<b>SECTION X B</b> .....	40
	PRICE SCHEDULES.....	40
	<b>SECTION XI</b> .....	42
	BID SECURITY FORM.....	42
	<b>SECTION XII</b> .....	43
	CONTRACT FORM.....	43
	<b>SECTION XIII</b> .....	44
	PERFORMANCE SECURITY FORM.....	44
	<b>SECTION XIV</b> .....	45
	MANUFACTURER'S LETTER.....	45
	<b>SECTION XV</b> .....	46
	FORMAT FOR QUALIFICATION APPLICATION.....	46
	<b>SECTION –XVI</b> .....	47

SELF DECLARATION ON NON-BLACKLISTING .....	47
<b>SECTION XVII</b> .....	48
NON-DISCLOSURE AGREEMENT .....	48
<b>SECTION -XVIII</b> .....	51
MINIMUM SETUP REQUIRED FOR ONE LAB .....	51
<b>SECTION XIX</b> .....	52
TECHNICAL BID COVERING LETTER .....	52
<b>SECTION XX</b> .....	53
CONSORTIUM AGREEMENT .....	53
<b>ABBREVIATIONS</b> .....	55

## SECTION I: INVITATION FOR BIDS (IFB)

Director Technical Education (DTE), M.P. Bhopal, on behalf of **Department of Technical Education, Skill Development and Employment**, Government of Madhya Pradesh invites Request for Proposal (RFP) from qualified, reputed and experienced agencies for providing the Computer Lab Infrastructure for on line testing, training centers at 51 District of Madhya Pradesh for period of 5 years on Govt. premises selected by DTE and premises acquired by the bidder on ownership/rent/lease. The RFP document is available on the website of State E-Procurement Portal ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)). Interested bidders who qualify as per the criteria mentioned in the RFP document, may submit their proposals through e- tendering latest by **15/05/2018 upto 2:00 PM** on e-Procurement Website ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)).

A complete set of bidding documents may be Downloaded Free of cost by any interested bidder from the web site [www.mpeproc.govt.in](http://www.mpeproc.govt.in). Bidders are required to pay Rs. 5,000/- inform of DD in favour of DTE along with the tender.

Item	Description
Date of issue of RFP document	09/04/2018
Pre-Bid Meeting	01/05/2018 at 3:00 PM in Meeting Hall of DTE
Last date for downloading of RFP document	14/05/2018
Last Date and Time for Bid Submission	15/05/2018 upto 2:00 PM Online on <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>
Time for Opening Date of RFP	15/05/2018 at 04.00 PM in Meeting Hall, of DTE
Financial bid opening date and time	Would be communicated to technically qualified bidders
Price for RPF document (Non refundable)	Rs. 5,000 submitted offline in the form of Demand Draft along with bid, scan copy shall be uploaded on website
Earnest Money Deposit (EMD)	<b>Rs. Five Lakhs</b> only for each schedule to be submitted / offline in the form of Demand Draft before opening of bid and scan copy shall be uploaded on website
Bid Validity Period	180 days from the date of opening of bid.
EMD Validity Period	180 days from the date of Bid Submission
Performance Guarantee Value	Demand Draft or Bank Guarantee of <b>10 % of contract value</b> for each schedule to be Submitted by successful bidder before signing of Agreement contract
Performance Guarantee validity period	3 Months beyond the contract period

- The bids are to be submitted electronically only on the Portal [www.mpeproc.govt.in](http://www.mpeproc.govt.in)
- Bidders may offer their bid for any one or more schedules. Bids will be evaluated for each schedule(s) separately. The bidders must quote for full quantity of the schedule(s).
- Technical and Price bid will be submitted separately. Technical Bid will be opened first and will be evaluated as per specification and terms & conditions of RFP. Thereafter, Price Bid will



be opened only for those bidders whose bid will be found technically responsive. The date of opening of price bid will be announce later on

7. Bids will be opened in the presence of Bidder's representatives who choose to attend on the specified date and time.
8. In the event of the date specified for bid receipt and opening being declared as a closed/holiday for purchaser's office, the due date for opening of bid will be the following working day at the appointed time.
9. The bidder have to register on stated website on their own cost.

Director,  
Technical Education, Government of MP,  
4<sup>th</sup> floor Satpura Bhawan, Bhopal

Ph. : +91 (755) 2577155  
+91 (755) 2661401  
+91 (755) 2577148

email : [crisp@crispindia.com](mailto:crisp@crispindia.com)

email : [dte5.planning@mpgov.in](mailto:dte5.planning@mpgov.in)

# SECTION II: INSTRUCTIONS TO BIDDER

## A. Introduction & Scope of work

Government of Madhya Pradesh has nominated Department of Technical Education (DTE) for establishing online testing, training centers at various places of Madhya Pradesh. Presently Madhya Pradesh Professional Examination Board (MPPEB) conduct entrance, recruitment and eligibility examinations for various state level departments, colleges, etc. in the state.

PEB conducts around 30 exams yearly and approximate 10 lakh students/candidates participate. They conduct the Computer Based examinations in multiple shifts with multiple set of question papers. It is estimated that around 30000 seats for computer based exam as per defined standards, are available in Madhya Pradesh. Exams, where participants are less than 30000, can be conducted in single shift but where participants are more than 30000 then PEB conducts exam it in multiple shifts with multiple set of question papers.

In present context, PEB set up examination centers for online examination in approximately 15 cities for estimated candidates approx. 25000 per shift. Presently, candidates from remote areas of the State, need to travel at an average of 150 km from their residence to reach at the examination centers; which is a painful, costly for candidate particularly for the women and the differentially able candidates.

In addition, number of candidates has increased in comparison to past few years but the proportion of seats available for online examination has not been increased and that has led to multiple shifts and days for an examination.

The objective is to establish minimum 01 Examination Center (capacity of approx 114 computers) district premises space given by DTE and space acquired by bidders. Section XVIII, where candidate are more centers will be multiple of 114, section V A & V B. These examination centers will be established respectively at Engineering Colleges, Polytechnic Colleges, ITIs Institutes and Colleges (all government) that have adequate infrastructure. Where govt. premises are not available the centre shall be established on premises acquired by the bidder. The location is given in schedule of requirement at section V A & Section V B of the bid document.

As a part of this initiative, it is envisaged to set up/establish ICT based online exam centers in all district headquarters spread across the state. DTE intends to complete this work through private partners who will set up/establish of ICT based online exam, training centers in the locations shown in schedules of requirement.

The purpose of this RFP is to select a bidder for all districts for providing services w.r.t. space (where govt. space is not available), Infrastructure (ICT & Furniture inclusive of electrification, power backup & cabling), Support Manpower to operate and maintain the centers, Maintenance of Infrastructure to ensure smooth functioning of online test centre. The infrastructure provided by agency would be in-line with the requirement given in the bid and their maintenance needs to be assured till the project tenure. The ownership of infrastructure will be with the selected agency, however during the project tenure DTE would have sole authority towards its utilization.

DTE does not guarantee to accept or move into agreement for any/all the proposals, if the solution does not seem to satisfy the core requirement towards conduct of scientifically defined question.

### 1. Scope of Work

Bidder is required to provide space (where govt. space is not available), infrastructure and manpower services for conducting computer based examinations, educational and vocational training, skill development centers up to the contractual period. The scope includes but not limited to:

Supply of furniture (computer table & Chair) with required electrification & passive cabling for power supply and network connectivity along with internet facility. Every node shall have partition to keep privacy. Charges for provisioning internet and electricity for lab; shall be borne by the agency itself for throughout the contractual term. Primary and secondary internet links shall be

provisioned by agency to handle the link unavailability circumstances during examination. Both the connectivity provision should belong to different service providers.

Supply and commissioning of Air Condition for the computer lab. (For each 25 nodes minimum 01 AC should be provisioned).

Supply and commissioning of **114 (110 computers for exam and 4 for registration)** computers with preloaded software (i.e. Windows Operating System, MS Office, Antivirus etc.) and utilities required by DTE.

Establishment of 01 Local server (with windows server operating system and antivirus) at each Computer lab.

Supply and commissioning of Multi-Function Laser printers, 02 MFP laser printer per Lab/Centre.

Supply and commissioning of CCTVs for surveillance along with NVR/DVR

Supply and Commissioning of UPS to cover entire computer lab, network and server

Maintenance of Infrastructure till contractual period to ensure uninterrupted service

Manpower to maintain and operate computer lab and conducting examination.

Centralized Helpdesk for logging of complaints/issues for the Centers/Labs.

The contract would be entirely a **service based contract** where infrastructure and manpower would be provided by agency including space (where govt. space is not available), to operate and maintain the required setup for online testing and payment would be made against the services provided.

Infrastructure provided by the agency shall be **brand new** and no utilized equipment would be allowed under this contract. The bidder shall submit manufactures authorization inform given at section XIV for computers and equipment.

Space for establishing computer lab shall be provided by the relevant educational institutions, where govt. space is not available the bidder has to acquire the space, however **coordination activity shall be undertaken by DTE**

1.1. Bidder is required to setup a Computer lab for DTE on defined locations with 114 nodes at each centre's as per above scope of work. The lab would be further operated and maintained by the agency for the period of 5 years.

1.2. Minimum set up required for one lab for online testing is given at section XVIII.

1.3. DTE is not liable to deploy any resource for conducting examinations.

## **2. Space for the Project & Infrastructure**

### **Option A**

The space approx 2000 sq. ft. will be provided by the purchaser free of cost for the entire contractual period, to setup one lab with equipment and infrastructure decried in section XVIII. The bidder shall be responsible for complete renovation, civil work and interior and miscellaneous work such as electricity, water connection etc. If the no. of labs are more than one at those places the proportionate available space shall be provided. Bidder shall be responsible for maintain the space during the contract period. The bidder shall be responsible for all incidental and actual charges of maintenance, electricity, water, and all taxes and cess etc.

Bidder may visit the project locations given in the schedules of requirement before quoting for project, to understand the gravity of work. The detail specifications are given at section VII apart from the space.

### **Option B**

*The space approx 2000 sq. ft. for one Lab/centers shall be acquired by the bidder for the entire contractual period the premises can be purchase/hired/lease, lease, to setup one lab with equipment and infrastructure described in section XVIII. The bidder shall be responsible for complete renovation, civil work and interior and miscellaneous work such as electricity, water connection etc. If the no. of labs are more than one at those places the proportionate space shall be provided. Bidder shall be responsible for maintain the space during the contract period. The bidder shall be responsible for all incidental and actual charges of maintenance, electricity, water, and all taxes cess etc. The premises shall have following properties:-*

- Pakka building as per PWD building specifications with minimum 2000 sft space duly furnished neat and clean, adequate movement area including minimum 15 sft work space for each candidate.
- Server room & registration desk and help desk shall be separate.
- Adequate bathrooms, separate for girls and boys, and sufficient parking space
- Away from market and congested area, noise and pollution free atmosphere
- Within 10 km distance from Govt. ITI, Polytechnic and Engineering college
- Well furnished painted, dust free, well lighted
- Every location shall have power backup, generators set etc.
- If at a particular place more than 2000 sft area is not available the bidder can select multiple locations

**A. Electrification**

Bidder is required to plan the placement of infrastructure towards establishing the Computer lab. Plan required to be discussed and approved by the local educational authorities before undertaking the site preparation activities. Each computer table should be equipped with 1 Electrical Points including 3 Switches & 3 Sockets, (2 No. 5-Amps and 1 No. 15 Amps.) - Point wiring using ISI approved PVC Conduit / Casing Capping, 1.1 KV grade 2.5 square meter FRLS Cu flexible wire including supply of wire, switch, socket and GI Box.

**B. Air Condition**

Bidder is required to supply and commission Air Conditioners of adequate capacity in the Computer Labs. Minimum 01 AC should be provisioned for 25 computer nodes, additional AC are required to cover Server area (if server is situated at different space/room).

**C. Lying of Cables for Networking**

Bidder must make sure that Cables shall be laid by skilled and experienced workmen using adequate equipment to minimize stretching of the cable. All terminations should be carried out according to the manufacturer's instructions and guidelines and standards of generic cabling systems. When terminating outlets, care must be taken to avoid damaging the copper cores when stripping back the outer sheathing. Every computer table shall have connectivity provisions with category-6 cables with adequate equipment.

**D. Furniture**

Computer lab environment is expected to be implemented with ensuring privacy by separating every node with adequate space along with partitioning provisions. Every node would have comfortable chairs for longer sittings. In addition, agency has to ensure relevant furniture for installing required nos. of printers and registration desk/ reception desk at Lab. The layout of the computer lab should be approved by DTE. Separate room for server would be available at Institution however in case of non-availability of Server room, the bidder has to provide proper partitioning for Server and UPS in Lab area.

**E. Surveillance**

The bidder has to supply and commission the latest technology CCTV surveillance system at every computer lab covering each and every insides of lab. Minimum 2 cameras diagonally installed per 50 computers shall be commissioned to ensure coverage of every aspect. Additional camera(s) is/are required to be provisioned to cover Registration and Server areas.

#### F. Power Backup

Bidder has to install and commission the UPS capable enough to provide backup for Computer Lab/centre for minimum 30 minutes along with provision to connect with DG set of approx 83.5 KVA for one center for uninterrupted power supply.

#### G. Safety Equipment

Bidder has to ensure the availability of safety equipment such as fire alarm, fire extinguishers etc. towards preventing from fire incidents.

Toilets for boys and girls shall be provided, along with drinking water facilities.

### 3. ICT Commissioning

Bidder is required to supply, install, test and commission the required nos. of computers and printer at every lab. The network connectivity provision for every computer would be responsibility of agency. Accordingly agency has to setup the lab, and connect every node in the network with the local server connected to internet. Agency should test the complete infrastructure and demonstrate its proper functioning before taking signoff.

The bidder is required to provide Internet connection of **10Mbps** lease line speed at least **4Mbps** at each ICT Lab. The backup Internet connection should be provisioned by the Bidder, to accommodate connectivity, in case of primary Internet connection is not working.

Local server would be established at every lab to ensure common functioning among every node and log management.

### 4. Manpower

4.1. The bidder has to provide the following personnel for the entire contract duration for the smooth and uninterrupted conduct of online examination and educational activities by Institute administration.

S. No.	Manpower	Qualification & Experience
A.	2 Lab Assistance at each center	At least Graduate in computer stream with Minimum 5 years of experience in lab management including Infrastructure Management, Network Management, Software Management, conducting examination etc.
B.	2 Additional Assistants at each center	At least Graduate in computer stream with Minimum 3 years of experience in lab management including Infrastructure Management, Network Management, Software Management, conducting examination etc.
C.	Two peon and three security guard shall also be provided	For all days at each centre

The Helpdesk (for ticket raising). The bidder is required to provide ticketing system for smooth operation of computer labs at centers. Calls and/or tickets logged/raised over phone or directly by ticketing system would be actioned within the specified timeline as specified. The tickets/calls will primarily be logged/raised by respective ICT Lab/Centre representatives.

Successful bidder will be responsible for compliance of all the statutory labour laws w.r.t. deployment of manpower by him under the contract and any/all liabilities accruing on account of about laws will be the responsibility of the bidder.

## 5. Maintenance, Warranty, Duration, Deliverable and Time Schedule

5.1. The bidder has to manage and maintain the complete ICT lab/centre (in working condition) at all (or assigned) centre's/educational institutes covering electrical, computer hardware, software, network & Internet connectivity and necessary infrastructure like UPS, Generator etc. on all 365 days of a year for the period for 5 years from the date of Go-Live.

Installation of software/upgrades/patches from time to time to keep the systems up to date. Immediate mitigation strategies should be applied for identified threats/viruses/malware/spywares to keep ICT labs free from vulnerabilities.

The bidder has to ensure availability, accessibility and fully operational/functional state of IT infrastructure at each (or assigned as part of the work order) centre/ institute 24x7 hrs. for all 365 days, for examination and training for full utilization. They have to ensure availability, accessibility and fully operational/functional state of IT infrastructure at least 12 hrs. before the commencement of the scheduled examination. Adequate tests and measures to be carried out on weekly basis to ensure health of IT infrastructure at assigned centers/locations.

## 6. Duration of the Contract

Contract encompasses 3 months of implementation period and 5 years of execution period (after Go-Live). The contract is valid for 5 years and thereafter may be extend for further period of maximum two years, unless revoked.

### 6.1. Deliverables, Milestones and Time Schedule

The milestones and deliverables for the implementation of project would be as follows:-

S. No.	Activity/Task	Timelines (In week)
1	Date of Signing of the contract	T
2	Acquiring of space in case where govt. space is not available Site Preparation (Supply of furniture, electrification and passive cabling) including civil works if any	T+4 <sup>th</sup>
3	Supply and Commissioning of Computer, Network hardware, surveillance system and other utility software including all infrastructure required for center	T+8 <sup>th</sup>
4	Demonstration of functional lab including man power	T+11 <sup>th</sup>
5	Exam centers/ICT labs/centre Go-Live	T+12 <sup>th</sup>

6.2. The project would have review on completion of 1 year from the date of project commencement. The outcome of review may lead to increase in nos. of locations for implementation agency on same cost and terms and conditions with relevant time as stated in project plan for implementation of new computer labs.

### 6.3 Project scalability Parameters:

Required quantities of computers, printers, relevant furniture and other provisions can be asked to increase in a particular Examination center based on per lab location service cost quoted by bidder.

In case of scalability, DTE may ask for additional manpower to run the lab/centre.

The price quoted by bidder shall become the basis for project scalability for both options A and B scope of work ITB clause 2 and hence cost quoted by bidder should be valid throughout the contractual period.

Calculation for scaling shall be as under

#### **Seat**

Total nos. of seats in a lab=114

Service Charges for running a lab for a Month=A

Service Charges for running a seat for a Month "B"= A/114

Service Charges for running **X seats** for a Month= **B \* X**

#### **Labs/centre**

To set up extra labs the payment will be given proportionally to the quoted price.

Power increase in every 50-60 seats would also increase 1 manpower

## **7. Eligible Bidders**

Bidders should not be associated, or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting service for the preparation of the design, specifications and other documents to be used for the procurement of the goods to the purchaser under this Invitation of Bids.

## **8. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Director Technical Education Hereinafter referred to as "the Purchaser", Bhopal. Will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

### **9. Contents of Bidding Documents**

9.1. The goods and services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- Scope of work
- Instructions to Bidders (ITB);
- General Conditions of Contract (GCC);
- Special Conditions of Contract (SCC);
- Schedule of Requirements;
- Technical Specifications;
- Bidder authorization form
- Bid Form;
- Clarification of bid document
- Price Schedules;
- Bid Security Form;
- Contract Form;
- Performance Security Form;
- Proforma for Qualification Statement;

- Manufacturer's Authorization Form
- Format for Qualification Application.
- Declaration of black listing / debarred form
- Non discloser agreement
- Minimum setup require for one lab/center
- Technical bid covering letter
- Consortium agreement

9.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

## **10. Clarification of Bidding Documents**

10.1. Prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by mail at the Purchaser's mailing address indicated in the invitation for Bids in the formats given at section IX. The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 10 days prior to the deadline for submission of bids prescribed by the Purchaser.

10.2. Pre bid meeting shall be called on date and time indicated in the invitation of bid. The interested bidder may attend meeting. Bidders are advised to seek clarification on such bid terms, if any, during pre-bid meeting or ask same in written in pre-bid clarification response.

## **11. Amendment of Bidding Documents**

11.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

11.2. The prospective bidders who have registered in the site will be notified of the amendment through mail, and will be binding on them

11.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

## **C. Preparation of Bids**

### **12. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bids, the translation shall govern.

### **13. Documents Comprising the Bid**

The bid prepared by the Bidder shall comprise the following components:

- a). A Bid Form and Price Schedule completed in accordance with ITB Clause 14, 15 and 16;



- b). Documentary evidence established in accordance with section XVI that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- c). Documentary evidence established in accordance with ITB Clause 17 that the goods and services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents; and
- d). Bid Security furnished in accordance with ITB Clause 18.

## 14. Bid Form

The Bidder shall complete the Bid Form Section VIII and the appropriate Price Schedule furnished in the Bidding Documents indicating for the goods and services to be supplied, a brief description of the goods services quantity, and prices.

## 15. Bid Prices

- 15.1. The Bidder shall indicate on the appropriate Price Schedule, in financial bid for Selection of Agency to setup and operate ICT labs for on line testing, training in MP. proposes to supply the services under the Contract. To this end the bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements' section V A & V B and to offer discounts for each schedules separately. However, bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.
- 15.2. The Bidder's separation of the price components in accordance price schedules section X A & X B will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.
- 15.3. Fixed Price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected,

## 16. Bid Currencies

Prices shall be quoted in Indian Rupees.

## 17. Documents Establishing Bidder's Eligibility and Qualifications

- 17.1. The bidders shall furnish as a part of its bid, documents establishing the bidders eligibility to bid and its qualification to perform the contract if its bid is accepted, only eligible bid shall be considered for evaluation.
- 17.2. The bidder shall have financial, technical and service capability to perform the contract and meet the criteria outline in qualification criteria as below:

S. No.	Qualification Criteria	Supporting Document to be enclosed
1.	The bidder may be single entity or consortium. But all such persons/entities must notify among themselves "one" entity as lead bidder/prime bidder, Consortium should not exceed Three (Lead Bidder + 1 or 2) members including lead bidder.	In case of consortium, copy of Agreement signed and duly notarised by all the consortium partners and Power of Attorney in the name of Lead Members in the format as prescribed in <b>section VI &amp; XX</b>
2.	The Bidder or the consortium partner in case of consortium should be a legally	Certificate of Incorporation/ Registration of all the consortium

S. No.	Qualification Criteria	Supporting Document to be enclosed
	registered entity in India. Prime Bidder should be a legal entity registered in India and which is in operations in India since last Five (5) years as on bid date.	partners along with the MOA/ Bye Law and statutory papers of company/firm
3.	Registered with the GST Authorities	Registration Certificates
4.	The Bidder or prime bidder in case of consortium should have an average annual turnover of at ----- least INR 100 Crores from the last 3 financial years (FY 2014-15, 2015-16, 2016-17) from Infrastructure establishment activities (ICT infrastructure project will be considered)	Audited financial statements for the last three financial years  <b>OR</b>  Certificate from the Statutory Auditor
5.	The Bidder or prime bidder in case of consortium should have positive net worth as per the audited consolidated financial statements in the last 3 Financial years (FY 2014-15, 2015-16, 2016-17).	
6.	The bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for supply, installation and maintenance of hardware. <b>Note: for IT and networking equipment only.</b>	Manufacturer's Authorization Form (MAF) from OEM. Section XIV
7.	The Bidder should have the experience of at least 3 projects in establishing Computer lab with minimum 100 nodes	Copy of Work order <b>And</b> Copy of any milestone payment <b>Or</b> Work Completion Certificate from Client
8.	The Bidder should have undertaken at least 3 similar nature of projects across the country with the value not less than INR 2 Crore each.  Similar nature projects constitute setting up of computer lab which includes Computer H/W, Network, Electrification, Furniture, Surveillance and Manpower to maintain and operate etc.	Copy of Work order <b>And</b> Copy of any milestone payment <b>Or</b> Work Completion of Certificate from Client Citation of each project
9.	The bidder should have at least 100 technical resources on their company's roll	Self-Certificate from the authorized signatory
10.	The bidder (All the partners in case of Consortium) must not be blacklisted in last 3 years by any Government department, PSU, Government subsidiary, Government Corporation or any government undertaking organization across the country	Self-declaration by authorized signatory. Section XVI
11.	Ownership, lease deed, rent agreement (where govt. space is not available)	Copy submitted duly certified by notary

## 18. Bid Security

18.1. Pursuant to ITB Clause 13, the Bidder shall furnish, as part of its bid, a bid security as per schedule of Requirements. No concession/exemption shall be allowed.

- 18.2. The bid security is required to protect the purchaser against risk of Bidder's conduct which would warrant the security's forfeiture.
- 18.3. The bid security shall be in Indian Rupees and shall be in the form of:  
D.D. from reputable bank located in India and valid for 45 (forty-five) days beyond the **validity of the bid**:
- 18.4. Any bid not secured in accordance with ITB Clauses 18.1 and 18.3 above will be rejected by the Purchaser as non-responsive.
- 18.5. Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser pursuant to ITB Clause 19
- 18.6. The successful Bidder's bid security will be discharged upon the Bidders signing the Contract, pursuant to ITB Clause 35 and furnishing the performance security, pursuant to ITB Clause 36.
- 18.7. The bid security may be forfeited:
- a). If a bidder:
    - i. withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form: or
  - b). In case of a successful Bidder, if the Bidder fails:
    - i. to sign the Contract in accordance with ITB Clause 35 & 36 or
    - ii. to furnish performance security in accordance with ITB Clause 36.
  - c). Bidder does not respond to requests for clarification of its proposal.
  - d). Bidder is found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
  - e). Bidder submitted false or misleading documents/credentials for the purpose getting unethical advantage in evaluation process.

## 19. Period of Validity of Bids

- 19.1. Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive
- 19.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under **ITB Clause 18 shall also be suitably extended**. A Bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.
- 19.3. No Bid may be withdrawn in the interval between the deadline for the submission of Bids and expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidders forfeiture of its bid security pursuant to ITB Sub-clause 18.7

## D. Submission of Bids

The bid is invited in to bid system ie technical bid and price bid. The bidder shall submit the bid compulsorily on e portal [www.mpeproe.gov.in](http://www.mpeproe.gov.in) on the date and time prescribed in IFB.

## 20. Technical Bid

The bidder shall furnish the following documents compulsorily on e-portal: [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

- a). Bid cost Rs. 5000.00 (scan copy)

- b). Bid Security as per Section V A & V B: Schedule of Requirements, five lakh (5 lakh) for each schedule for each section (scan copy).
- c). All the requirements along with document stated in ITB clause 17
- d). Bid form as per section VIII A & VIII B duly sealed and signed by the bidder.
- e). Covering letter as per section XIX & XIX A, mentioning schedule no.

## **21. Price Bid**

The bidder should furnish the followings:

- (i) The Price quoted by the bidder (suggested sample proforma given in Section X A & X B) should be as per given specification in RFP. The bidder is not permitted to change / alter specification.
- (ii) The bidder has to provide center wise breakup of rates in the each schedule, which is for per seat calculation for particular center for increasing/decreasing seats and for calculating and imposing penalty etc.
- (iii) Bidders may offer their bid for any one or more schedules. Bids shall be evaluated for each schedule(s) separately, the bidders must quote for full quantity of the schedule(s).
- (iv) Bidders must mention for which schedule they have submitted the price

## **22. Deadline for Submission of Bids**

- 22.1. Bids will not be accepted after the time and date specified in the invitation for Bids (Section I).
- 22.2. The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 11, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **23. Late Bids**

No Bid shall be considered after the last date and time of submission of bid

## **24. Modification and Withdrawal of Bids**

The Bidder may modify or withdraw their bid before Last Date and time of submission of bids.

# **E. Bid Opening and Evaluation of Bids**

## **25. Opening of Bids by the Purchaser**

First the technical evaluation will be carried out, and thereafter price bid of successful bidder will be open on announced date for both option A & B as given in scope of work clause ITB 2.

Opening of **Technical Bid** and **PRICE BID** of tender:

- 25.1. All bidders are entitled to be present at the date and time for opening of Technical Bid.
- 25.2. The Bidders representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- 25.3. The Bidders' names, presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening of Technical Bid. No bid shall be rejected at bid opening.

- 25.4. Bidders who were found eligible on satisfying the criteria for technical evaluation can only be invited to be present at the date and time for opening of Price Bid of the tender.
- 25.5. The Purchaser will prepare minutes of the bid opening.

## **26. Clarification of Bids**

During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

## **27. Preliminary Examination**

- 27.1. Preliminary examination shall involve assessment of submitted documents to determine whether the bidder meets the eligibility criteria, completeness of the bid, whether the documents have been properly signed by the authorized signatory and whether the bids are generally in order.
- 27.2. DTE reserves the right to seek information/clarifications from the bidders. Any bids found to be non-responsive for any reason or not meeting the minimum levels of eligibility criteria specified in the various sections of the bid Document shall be rejected and not included for further consideration.
- 27.3. Bid Evaluation Committee may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 27.4. Prior to the detailed evaluation, the Evaluation Committee will determine the substantial responsiveness of each Bid to the bidding documents. For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the bid documents without material deviations.

If the Evaluation Committee determines that a Bid is materially deviating from the prescribed terms and conditions, then the matter may be referred at higher level to decide whether the deviations of the Bid are material or not. Decision of the Evaluation Committee regarding this shall be final and binding.

The Committee's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

If there is any difference in interpretation of RFP Terms, Bid Evaluation Committee's interpretation will be final and applied on all the bids.

## **28. Evaluation and Comparison of Bids**

### **A. Technical Evaluation**

The purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 27 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. Bidders are allowed the option to bid for any one or more schedules and to offer unconditional discounts if any for each schedules separately. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the highest composite score for deciding award(s) for each schedule.

The committee will evaluate technical bid as per specification, qualification and on the ground of scope of services mentioned in the bid document.

The committee may seek further clarification, if required, from the bidders for the purpose of technical evaluation.

If a Technical Bid is determined as not substantially responsive, the DTE will reject it and in such a case Financial Bid will not be opened.

Solution, strategies, offerings and compliances presented in the form of technical presentation will become essential part of Services Agreement to be signed with the successful bidder.

The price bids of only those bidders, who have scored at least 60 marks in technical evaluation, will be considered for price bid evaluation.

**Bids received would be assigned scores based on the parameters defined below:**

S No.	Parameters	Score
1.	Organization Capability	20
	Average Annual Turnover of Prime bidder for the past three financial years	10
	100 – 150 crores :	15
	151 - 200 crores:	20
	More than 200 crores:	
2.	Experience of at least 3 projects in establishing Computer lab with minimum 100 nodes	15
	3 to 5 Projects :	7
	6 to 8 projects :	10
	more than 8 Projects :	15
3.	The Bidder should have undertaken at least 3 similar nature of projects across the country with the value not less than INR 2 Crores each. Similar nature projects constitutes setting up of computer lab which includes Computer H/W, Network, Electrification, Furniture, Surveillance and Manpower to maintain and operate etc.	10
	3 to 5 Projects :	6
	6 to 8 projects :	8
	more than 8 Projects :	10
4	The Bidder should have at least 100 technical resources on their company's roll	10
	100 to 150 resources:	6
	151 to 200 resources:	8
	Greater than 200 resources	10
5.	Experience of Bidder in ICT Project execution with any Department/Agency of Govt. of Madhya Pradesh	05
	No: 0 marks	0
	Yes: 5 marks	5
6.	Exposure of project establishing and running ICT labs for period of:	10
	5 years	6
	6 to 7 years	8
	Greater than 7 years	10
7.	Exposure of project establishing and running ICT labs with value:	10
	70 to 100 Crores	6
	101 to 150 years	8
	Greater than 150 years	10
8	CMMi service level organisation	15
	CMMi level 3 with ISO 27001	10
	CMMi level 5 with ISO 27001	15
9	Approach & Methodology	5
	The marks will be given by the committee based on detail mythology submitted by the bidder	
	<b>Total</b>	<b>100</b>

**Note:** Bidder has to submit sufficient documents to support their claims for marks.

## B. Financial Evaluation

The Financial Bid option A & B of those Bidders who have been found to be technically eligible and score at least 60% will be opened schedule wise. The financial bids of ineligible will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. Director, Technical Education, Government of Madhya Pradesh, Bhopal shall inform the date, place and time for opening of the Financial Bid.

### **c. Evaluation and Comparison of Bids**

80% weight age will be awarded for Technical Evaluation and 20% weight age will be awarded for Financial Evaluation.

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the scoring model provided in the ITB 28 A.

### **d. Final Evaluation Criteria – Quality and Cost based selection (QCBS)**

The individual Bidder's financial scores option A & B are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$  (rounded off to 2 decimal places), where,

$F_n$  = Normalized financial score for the Bidder under consideration

$F_b$  = Absolute financial quote for the Bidder under consideration

$F_{min}$  = Minimum absolute financial quote

Composite Score (S) =  $T_s * 0.8 + F_n * 0.2$

The Bidder with the highest composite score (S) would be awarded the contract

## **29. Contacting the Purchaser**

29.1. Subject to ITB Clause 25, no Bidder shall contract the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

29.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

## **F. AWARD OF CONTRACT**

### **30. Post qualification**

30.1. In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 17.

30.2. The determination will take into account the Bidder's financial, technical, and capability. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. Pursuant to ITB Clause 17 as well as has raked / score highest as per QCBS formula (Quality and cost based formula ITB clause 28.D

30.3. An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid in which event the Purchaser will proceed to the next bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

### **31. Award Criteria**

Subject to ITB Clause 30, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has got highest rank / score as per QCBS the Bidder is determined to be qualified to perform the Contract satisfactorily. If the highest rank / score evaluated Bidder has not offered to supply the services specified in the schedule of requirements and as per scope of work the purchaser will Award Contract to the next higher evaluated Bidder on their quoted price subject to full filling the requirements.

### **32. Purchaser's right to vary Quantities**

The Purchaser reserves the right to increase or decrease quantity of goods and services originally specified in the Schedule of Requirements without any change in price, terms and conditions, as per formula given in ITB clause 6.3 the scope of work.

### **33. Purchaser's right to accept any Bid and to reject any or all Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

### **34. Notification of Award**

34.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by mail to be confirmed in writing by registered letter, that its bid has been accepted.

34.2. The notification of award will constitute the formation of the Contract section XII

34.3. Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 36, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 18.

### **35. Signing of Contract**

35.1. At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

35.2. Within 07 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

### **36. Performance Security**

36.1. Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Clause 6 of General Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or in another form acceptable to the Purchaser.

36.2. Failure of the successful Bidder to comply with the requirement of ITB 35 and ITB 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next evaluated Bidder or call for new bids.

### **37. Corrupt or Fraudulent Practices**

37.1. For the purposes of this provision, the terms set forth as follows:

4. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract executions, and
5. "Fraudulent practice" means a mis-presentation of facts in order to influence a procurement process and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition;
6. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
7. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, a contract.

37.2. Furthermore, Bidders shall be aware of the provision stated in clause ITB 19 of the General Conditions of contract.

### **38. Consortium:**



The following are the requirements for a 'Consortium': stated in clause 17 of ITB

The number of members in a consortium shall not be more than three (3), i.e. one lead member and one or two other members. However, the prime bidder and all consortium partners shall be jointly and severely liable for implementation of the entire scope of the project and this must reflect in the consortium agreement, the formats of the agreement given at sec- XX

The bid should contain details of all the members of the consortium including their legal status and specify their roles and responsibilities in the project

The members of the consortium shall enter into a agreement for the purpose of submitting the proposal and the same shall be submitted along with the bid.

Lead member of the consortium shall independently fulfill the qualification criteria. Prime bidder and all consortium partners shall be jointly and severely responsible for all the obligations under the agreement.

# SECTION III: GENERAL CONDITIONS OF CONTRACT

## General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the tripartite agreement entered into between the Purchaser and the Supplier, and MPPEB as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The price" means the price payable to the Supplier for the full and proper performance of its contractual obligations.
- c) " Ancillary Services" means services, such as transportation insurance, installation, commissioning, provision of technical assistance, and other obligations of the Supplier covered under the Contract.
- d) "GCC" means the General Conditions of Contract contained in this section.
- e) "SCC" means the Special Conditions of Contract.
- f) "The Purchaser" means the Organization Purchasing the Goods services as named in SCC.
- g) "The Supplier" means the individual / firm / consortium supplying the Goods and Services under this Contract ie service provider.
- h) "Day" means calendar day.
- i) Project site means the place or places mentioned in SCC
- j) "Solution" means study, plan, design, develop, customize, install and implement Agreed framework
- k) "Successful Bidder" means the bidder who has submitted most responsive and got Highest ranking / scored bid as per QCBS formula evaluated by the committee and who has been awarded the work as Implementation Agency.
- l) "Implementation Agency" means the successful Bidder who signs the Tripartite contract with DTE, MPPEB for Implementation of services defined in the scope as per standard.
- m) "MPPEB" means M.P. Professional Examination Board, is a self-financed, autonomous incorporated body of State Government of Madhya Pradesh to conduct entrance, recruitment and eligibility examinations for various state level departments, colleges etc in the M.P. state. Here in after known as service receiver
- n) "Services" means the services delivered to the purchaser of the project by the bidder/Implementation Agency, defined in the bid.
- o) "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, Bidders, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel in connection with this Bid Document.
- p) "Project Data" means all proprietary data of project generated out of project operations and transactions, documents and related information including but not restricted to user data which the Bidder obtains, possesses or processes in the context of providing the services.
- q) Deliverables" means the products and services agreed to be delivered by the Successful Bidder in pursuance of the agreement as defined more elaborately in Scope of work.

- r) "State Government" means the Government of Madhya Pradesh.
- s) "RFP" means bid document issued to bidder soliciting their offer
- t) 'Online testing means online examination'
- u) 'Goods & services means infrastructure and services required in this bid for online examination and training.
- v) Bidder means the individual/company/firm/consortium who submit their offer against this RFP.
- w) Prime bidder means lead member in case of consortium who submit their offer against the RFP.
- x) Computer / ICT lab means computer centre.

## **2. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## **3. Standards**

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications Section VII and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.

## **4. Use of Contract Documents and Information**

The supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

## **5. Patent Rights**

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **6. Performance Security**

6.1. Within 7 days of the supplier's receipt of notification of award, the supplier shall furnish performance security in the amount specified in SCC.

6.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

6.3. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a) A Bank Guarantee issued by a nationalized bank or in the form provided in the bidding documents section - XIII or another form acceptable to the Purchaser, or D.D in favour DTE.

6.4. The performance security will be discharged and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

## **7. Inspections and Tests**

- 7.1. The Purchaser or its representative shall have the right to inspect and / or test the Goods, services, space to confirm their conformity to the contract. The special Conditions of Contract and/or the Technical Specification- scope of work shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 7.2. The inspections and test may be conducted on the premises of the Supplier or its subcontractors(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance-including access to drawings and production data-shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3. (i) The Supplier shall notify the Purchaser or its representative at least 10 days prior to the time when Goods are available for inspection. The Goods shall not be shipped unless a satisfactory inspection and quality assurance report is obtained.
- (ii) The Supplier will provide to the Purchaser or its representative all reasonable facilities for the conduct of such inspections and tests at no additional cost to the Purchaser.
- (iii) The cost of quality assurance testing in India will be borne by the supplier. If the Goods fail the test, the purchaser shall inform the Supplier of the results in writing and the Purchaser reserves the right to forward samples to a mutually acceptable independent laboratory for testing, the cost of which shall be borne by the Supplier.
- 7.4. (i) Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
- (ii) The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods arrival in at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.
- (iii) Nothing in Clause 7 shall in any way release the supplier from any warranty or other obligations under this Contract.

## **8. Packing**

The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

## **9. Insurance**

The Goods and services supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

## **10. Warranty**

- 10.1 The supplier warrants that the Goods and services under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods and services supplied under the Contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.
- 10.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

- 10.3 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods and services without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost the defective Goods and services once the replacement Goods and services have been delivered.
- 10.4 If the Supplier, having been notified, fails to remedy the defect(s) within seven days, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **11. Payment**

- 11.1 The method and conditions of payment to be made to the Supplier shall be specified in the SCC.
- 11.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, service performed, and by documents, upon fulfilment of other obligations stipulated in the contract.
- 11.3 Payments shall be made promptly by the Purchaser but in no case later than Thirty (30) days of submission of the bills with acknowledgement by the Supplier.
- 11.4 Payment shall be made in Indian Rupees.

## **12. Prices**

Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

## **13. Change Orders**

- 13.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:
  - a. drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - b. the place of delivery; and
  - c. the services to be provided by the Supplier.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required, for the Supplier's performance of any provision under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule or both and the Contract shall accordingly be amended.

## **14. Contract Amendments**

Subject to GCC Clause 13, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **15. Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **16. Subcontracts**

- 16.1 The Supplier shall mentioned in the bid of all subcontracts awarded under the Contract as per bid document

Subcontracting of only non-core activity can be allowed; however prior consent should be taken from DTE and sub-contracting agreement should be shared thereafter. Sub-contracting does not intend that DTE would communicate with other party of any activity, the successful bidder will be the single point of contact for all communication for DTE and entire responsibilities shall belong to the successful bidder only. Core and Non-Core activities are categorised as per the table below:

<b>Core Activities</b>	<b>Non-Core activities</b>
Supply and commissioning of Computers with preloaded software (i.e. Windows Operating System, Open Office, Antivirus etc.) and utilities required by DTE Supply and commissioning of Printers Supply & Commissioning of UPS and commissioning of DG set Manpower for operating computer lab and conducting examination Establishment of Local server at each Computer lab Supply and commissioning of CCTVs for surveillance	Supply and commissioning of furniture (computer table/desk, workstations & Chair) with required electrification & passive cabling for power supply and connectivity. Every node shall have partition to keep privacy. Maintenance of Infrastructure till contractual period to ensure uninterrupted service Acquiring of space where govt. premises are not available

## 17. Delays in the Supplier's Performance

- 17.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of requirements and ITB clause 6.1 of the scope of work and clause 10 SCC.
- 17.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of the Service, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance.
- 17.3. Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 17.2 without the application of liquidated damages.

## 18. Liquidated Damages

Subject to GCC Clause 20, if the Supplier fails to deliver any or all of the Goods or to perform the services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed goods or unperformed services penalty and its deduction is specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 19.

## 19. Termination for Default

- 19.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- a) If the Supplier fails to deliver any or all of the goods services within period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 17; or
  - b) If the supplier fails to perform any other obligation(s) under the Contract.
  - c) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices clause ITB 37 in competing for or in executing the contract.

19.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 19.1, the Purchaser may procure upon such terms and in such a manner as it deems appropriate Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## 20. **Force Majeure**

20.1. Notwithstanding the provision of GCC Clause 17,18,19, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.2. For purpose of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

20.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing the Supplier continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

## 21. **Termination for Insolvency**

21.1 The Purchaser may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## 22. **Termination for Convenience**

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination become effective.

## 23. **Settlement of Disputes**

23.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

23.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

23.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods and services under the contract.

23.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.

23.5. Notwithstanding any reference to arbitration herein:

a)The parties shall continue to perform their respective obligations under the contract unless they otherwise agree: and

b)The Purchaser shall pay the Supplier any money due the Supplier.

## 24. **Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential clause or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the suppliers to pay liquidated damages to the purchaser; and
- b). the aggregate liability of the supplier to the purchaser, whether under the contract, into or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 25. **Governing Language**

The contract shall be written in English language. Subject to GCC Clause 25, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## 26. **Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

## 27. **Notices**

27.1. Any notices given by one party to the other pursuant to this Contract shall be sent to other party in writing or by mail and confirmed in writing to the other Party's address specified in SCC.

27.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## 28. **Taxes and Duties**

Suppliers shall be entirely responsible for all taxes, duties license fees, octroi, road permits, etc. incurred until delivery of the contracted Goods to the Purchaser. Including GST



# SECTION IV: SPECIAL CONDITIONS OF CONTRACT

## Special Conditions of Contract

The following Special Conditions of contract shall supplements the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

- GCC 1.1(f) (a) The Purchaser is means Director Technical Education, Govt. of MP.  
GCC 1.1(g) (b) The supplier is means the bidder who will supply, install and provide service as per scope of work in the bid document.  
GCC 1.1(i) (d) The 'Project site' means placed mentioned in schedule of requirement section V

### 2. Performance Security (GCC Clause 6)

2.1. Within 7 days on receipt of the Notification of Award, the Supplier shall furnish performance security to the Purchaser for an amount of **10% of the contract value**, valid up to 60 days after the date of completion of performance obligations including warranty obligations.

Crossed demand draft drawn in favour of DTE or irrecoverable bank guarantee given in proforma XIII

2.2. Substitute Clause 6.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations including the warranty obligation, under the contract.

2.3. Add as Clause 6.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 07 days of receipt of such amendment furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for further period of 60 days thereafter.

### 3. Delivery and Documents

Upon delivery of the Goods, installation, and services the supplier shall notify the purchaser by E=Mail/telephone the full details of the including contract number, name of the supplier shall mail the following documents to the purchaser:

- (i) Goods description, quantity,
- (ii) Acknowledgement of receipt of goods from the consignee(s);
- (iii) Manufacturer's/Supplier's warranty certificate;
- (iv) Inspection Certificate issued by the nominated inspection agency and the Supplier's factory inspection report; and

### 4. Insurance (GCC Clause 9)

For the goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods should any loss or damage occur, the Supplier shall:

- a) Initiate and pursue claim till settlement, and
- b) Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

### 5. Payment (GCC Clause 11)

Payment for Goods and services shall be made in Indian Rupees

The payments will be made centre wise on **Monthly Basis** as per the rates quoted in financial bid. The successful bidder would be required to raise monthly invoice to DTE for each centre at the end of each month during the contract period. Bills will be paid within 30 days from the date of submission of bills. The MPPEB shall transfer lump-sum amount in separate account open in the name of DTE for where payment shall be made by DTE to the service provider. DTE shall sent quarterly statement along with bill to MPPEB.

**The payment cycle starts from the subsequent month of Go-Live date.**

## **6. Sub-contracts (GCC Clause 16)**

Add at the end of GCC sub-clause of the following:

Sub-contract shall be only for furniture items and sub-assemblies, spare parts, space (where govt. space is not available)

## **7. Liquidated Damages (GCC Clause 18)**

7.1. For delays:

Substitute GCC clause 18.1 by the following:

Subject to GCC Clause 20, if the Supplier fails to perform any or all of the services within the time period(s) specified in the contract at ITB clause 6.1 of the scope of the work. The purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 1% of the contract price of the delayed services for each week of delay or part thereof until actual delivery/performance of services up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

7.2 In case of any failure in the services at the center / lab the DTE may impose penalty 100% penalty which is equal to monthly rent of the center. In case of non functioning of AC, camera or backup etc the DTE impose penalty up to Rs. 2000/- per day per location.

7.3 DTE expects full commitment from the selected agency on maintaining the secrecy and integrity of the examination process. If there is any incidence of breach of integrity on part of selected agency due to which an examination had to be re-conducted or postponed or any training program is delayed, DTE reserves the right to charge liquidated damages to the tune of re-conduct/postponement of the identified examination.

## **8. Settlement of Disputes (GCC Clause 23)**

Add as GCC Clauses 23.6 and 23.7 the following:

8.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 23 shall be as follows:-

a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration (India).

b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration (India), Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian council of Arbitration (India), making such an appointment shall be furnished to each of the parties.

c) Arbitration proceedings shall be held at Bhopal and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration (India).

8.2 The venue of arbitration shall be at Bhopal.

## 9. Notices (GCC Clause 27)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser:

Director, Technical Education, Government of Madhya Pradesh, 4<sup>th</sup> Floor Satpura Bhawan, Bhopal

Supplier:

(To be filled at the time of Contract Signature)

.....  
 .....

## 10. Duration of online testing and training

The infrastructure provided by the agency for online testing and training as per the bid condition required by DTE shall be maintained by the bidder during the contract period. The ownership will be with the selected agencies/supplier during the project tenure. However, DTE would have sole authority towards its utilization. The testing centers shall be utilised by mainly by the following government department for online testing and training: --

- A. MPPEB**                      Approx 200 days for 12 hr. per day.
- B. ITI**                              Approx 60 days for 12 hr. per day.
- C. DTE**                              Approx 75 days for 12 hr. per day.

For the above purpose MPPEB, ITI and DTE will decide their calendar mutually

## 11. Data Protection

In the course of providing the services, the bidder may be compiling, processing and storing proprietary data relating to the users. The bidder is responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the proprietary Data.

The bidder is required to follow the best practices for the data security regarding data made available to them.

The bidder shall not transfer any Data unless otherwise authorized by the Competent Authority of PEB in this regard.

## 12. Confidentiality

The bidder will come into possession of confidential public records. The bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. The bidder would be required to sign a Non-Disclosure Agreement with PEB as per format prescribed in **section XVII**.

Additionally, the bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems, during the course of assignment.

DTE / MPPEB shall retain all rights to prevent, stop and if required take the necessary punitive action against the IA regarding any forbidden disclosure.

The IA shall ensure that all its employees execute individual nondisclosure agreements, which have been duly approved by DTE / MPPEB with respect to this Project.

The aforesaid provisions shall not apply to the information:

Already in the public domain;

That has been received from a third party who had the right to disclose the aforesaid information;  
Disclosed to the public due to a court order.

## SECTION – V A

### SCHEDULE OF REQUIREMENT FOR WHICH SPACE TO BE PROVIDED BY GOVERNMENT

S. No.	SCHEDULE NO.	NAME OF DISTRICT	Total No. of Centres for which space to be provided by Government
a	b	c	d
1.	<b>I (One)</b> Bhopal & Gwalior Divisions	Bhopal Sehore Raisen Rajgarh Vidisha Gwalior Shivpuri Guna Ashoknagar Datia Sheopur Murena Bhind Hoshangabad Betul Harda	6 4 0 1 1 5 2 0 1 0 0 0 0 0 1 0 0
		<b>Total</b>	<b>21</b>
2.	<b>II (Two)</b> Jabalpur, Sagar, Rewa and Shahdol Divisions	Jabalpur Katni Narsinghpur Chhindwara Seoni Mandla Balaghat Sagar Damoh Panna Chhatarpur Tikamgarh Shahdol Umaria Dindori Anuppur Rewa Singrouli Sidhi Satna	6 1 2 1 0 1 0 1 1 1 1 2 2 0 1 0 1 0 1 0 0
		<b>Total</b>	<b>21</b>
3.	<b>III (Three)</b> Indore & Ujjain Divisions	Indore Dhar Alirajpur Jhabua Khargone Barwani Khandwa Burhanpur Ujjain Dewas Ratlam Shajapur Agar Malwa Mandsaur Neemuch	2 1 0 1 3 2 2 0 4 3 1 1 0 2 0
		<b>Total</b>	<b>22</b>

## SECTION – V B

### SCHEDULE OF REQUIREMENT FOR WHICH SPACE TO BE PROVIDED BY BIDDER

S. No.	SCHEDULE NO.	NAME OF DISTRICT	No. of Centres for which space to be provided by Bidder
a	b	c	d
1.	IV (Four) Bhopal & Gwalior Divisions	Sehore	0
		Raisen	2
		Rajgarh	3
		Vidisha	1
		Gwalior	5
		Shivpuri	2
		Guna	3
		Ashoknagar	0
		Datia	2
		Sheopur	1
		Murena	7
		Bhind	6
		Hoshangabad	3
		Betul	5
		Harda	1
		<b>Total</b>	<b>41</b>
2.	V (Five) Jabalpur, Sagar, Rewa and Shahdol Divisions	Jabalpur	1
		Katni	1
		Narsinghpur	1
		Chhindwara	6
		Seoni	5
		Mandla	2
		Balaghat	6
		Sagar	5
		Damoh	2
		Panna	1
		Chhatarpur	1
		Tikamgarh	1
		Shahdol	2
		Umaria	0
		Dindori	1
		Anuppur	1
		Rewa	6
		Singrouli	0
		Sidhi	2
Satna	5		
		<b>Total</b>	<b>49</b>
3.	VI Indore & Ujjain Divisions	Indore	5
		Dhar	5
		Alirajpur	2
		Jhabua	1
		Khargone	1
		Barwani	1
		Khandwa	0
		Burhanpur	1
		Ujjain	0
		Dewas	0
		Ratlam	1
		Shajapur	1
		Agar Malwa	1
		Mandsaur	1
Neemuch	2		
		<b>Total</b>	<b>22</b>

## SECTION VI

### FORMAT FOR BIDDER'S AUTHORIZATION LETTER

Selection of Agency to setup and operate ICT labs For On line Testing & Training centre at various places of Madhya Pradesh

**To,  
Director  
Technical Education Department,  
4<sup>th</sup> Floor Satpura Bhawan, Bhopal**

**Subject : Authorization Certificate**

Bidder's Representative name ----- designation ----- is hereby authorized to signing relevant documents on behalf of the company / firm ----- in dealing with RFP for Selection of Agency to setup and operate ICT labs For On line Testing & Training centre at various places of Madhya Pradesh issued by you. He/she is also authorized to attend meetings, submit bid as may be required by you in the course of processing the above said Bid.

Authorized Signatory

Name

Seal

## SECTION VII

### TECHNICAL SPECIFICATIONS

**Physical Infrastructure requirements (Indicative):**

**Table 1 – Specifications**

S. No	EQUIPMENTS	
1	<b>Computers</b>	
	Processor	Core i7, 7 <sup>th</sup> Generation
	Processor Speed	3.6 GHZ Base Frequency
	Memory	8 GB DDR4-2400 SDRAM (1 x 8 GB)
	Hard Drive	1 TB with 7200 RPM SATA
	Optical Drive	DVD RW
	Graphics Card	With Intel HD Graphics 630 or Equivalent
	LAN Card	On-board integrated Gigabit Ethernet Port.
	Keyboard/Mouse	USB minimum 104 Keys wired Keyboard, USB Optical 2 button scroll wired Mouse
	Monitor	19" widescreen LCD with Display Port/HDMI or DVI support having Energy Star 7.0 certification.
	OS	Licensed 64 Bit Windows 10 Professional preloaded with Recovery CD/Partition for resetting PC to factory default.
	Warranty	5 years comprehensive onsite warranty
	Indicative Brands	Reputed OEMs having minimum turnover of Rs. 100 Crores, Energy Star Certified, ISO 14001, Following India's BEE, EPEAT, IEEE & TCO certification. HP / DELL / ACER / HCL / WIPRO / LENOVO etc.
2	<b>LAN Equipment</b>	
	Network Switch, Patch Panel, Wire Manager, Wall Mount I/O Box, Ferule, Keystone, Network Rack	<p>Structured Cabling for all PC's using CAT 6 Cable, Cabling must be at least 18" far from any electricity wiring. PVC casing capping of ISI mark, 1.2 mm thick, width depending on No. of wires to be drawn ; with double locking arrangement, 1.8mm thick push-fit joints/ accessories for PVC trucking such as couplers, elbows, internal / external angles, junction boxes of required ways of the same make.</p> <p><b>Network Rack</b>-Lockable Front Door with Toughened Glass quality, Adjustable Mounting rails - Front and Back, 1 Fan Mounting provision, Top and bottom cable entry provides Optimal flexibility for cable management, Easy wall mount provision, Frame structure with max loading capacity up to 60kg, Compatible with 19" International standard. Power Strip, Patch Panel 24 Port(CAT6) Wire Manager. Sufficient depth for standard Network Switches and leverages for power cable connection. Powder Coated.</p> <p><b>Network Switch:</b> 48-port Pure-Gigabit L2 Managed Switch, 10/100/1000Mbps RJ45 Ports, (Auto Negotiation/Auto MDI/MDIX), 2 Combo 100/1000Mbps SFP Slots, 1 Console Port, IGMP Snooping V1/V2/V3, 802.3ad LACP (Up to 8 aggregation groups, containing 8 ports per group), Spanning Tree STP/RSTP/MSTP, BPDU Filtering/Guard, TC/Root Protect, Loop back detection, 802.3x Flow Control, Web-based GUI and CLI management</p> <p><b>Network Switch:</b>24-port Pure-Gigabit L2 Managed Switch, 10/100/1000Mbps RJ45 Ports, (Auto Negotiation/Auto MDI/MDIX), 2 Combo 100/1000Mbps SFP Slots, 1 Console Port, IGMP Snooping V1/V2/V3, 802.3ad LACP (Up to 8 aggregation groups, containing 8 ports per group), Spanning Tree STP/RSTP/MSTP, BPDU Filtering/Guard, TC/Root Protect, Loop</p>



S. No	EQUIPMENTS	
		back detection, 802.3x Flow Control, Web-based GUI and CLI management <b>Keystone:</b> Key stone jack for UTP CAT 6 Cable. <b>I/O Box:</b> RJ45 CAT6 /CAT5e Lan I/O Network Keystone Jack + Gang Box + Single Port Face Plate PatchingCords: CAT6 RJ45 Patch Cord - 1 Meter & 2 Meter. <b>Patch Panel:</b> 48 port, SPCC. 1.5mm thickness, RJ-45 Jack: Housing ABS, UL94-0. <b>CAT 6 Cable:</b> CAT 6 Cable, 305 Mtr Bundle, Solid cable, 23 AWG (Solid), Bare Copper, HD-PE Insulation Material 6mm ±0.2 Outer Dia. 45P (90A ± 2A, Shore) Jacket hardness. HP/D-LINK / CISCO / TP-LINK etc.
3	<b>Firewalls</b>	
		UTM cum Firewall- 2 numbers with WAN aggregation, load balancing, gateway antivirus protection facility (150 user license at each centre) MCAFFEE / QUICK HEAL / CYBEAR ROAM etc.
4	<b>Software</b>	
	Operating System	Windows 10 professional 64bit architecture for all the computers which supports domain networking and capable of conducting of online examination and other educational activities as mentioned in RFP.
	Anti-Virus	Corporate / Enterprise client-server based Antivirus to be deployed on server and client PC with regular updates for 5 year. MCAFFEE / QUICK HEAL etc.
5	<b>Printers</b>	
	Multifunction Laser Printer	Multifunction Laser Printer A4 Size, capable to Copy, Fax, Print, Scan. Monochrome printing, ADF Scanning capability, A4, A5, Letter size supported, connectivity through 1 Hi-Speed USB 2.0 Device; 1 Hi-Speed USB 2.0 Host; 1 Gigabit Ethernet 10/100/1000 Base-TX; 1 Telecom; 1 Phone; 1 Wireless 802.11b/g/n. Print speed black- 40 ppm and above, External I/O Port 1 USB Port, Print resolution- 1200x1200 dpi or above Duty cycle- min.25000 pages per month, Support for MS Windows 10/Server & Linux O/s. HP / IBM / DELL
	Indicative Brands	Reputed OEMs having minimum turnover of Rs 100 Crores
	Warranty	5 years comprehensive onsite warranty
6	<b>Local Server</b>	
	Server	Intel Xeon Series dual processor 8/6 core, 16 GB DDR4 RAM, 1x 3 TB Hot swappable HDD, 2x 800 Watt redundant power supply, SATA DVD RW, 19" LED Monitor, USB Key Board & Mouse, With Raid Controller, Windows Server Operating system for Computer Lab capable of handling communication with 114 computers, network devices and printers.
	Indicative Brands	Reputed OEMs having minimum turnover of Rs 100 Crores
	Warranty	5 years comprehensive onsite warranty
7	<b>Electrical wiring and equipment</b>	
		Each computer table should be equipped with 1 Electrical Points including 3 Switches & 3 Sockets, (2 No. 5-Amps and 1 No. 15 Amps.) - Point wiring using ISI approved PVC Conduit / Casing Capping, 1.1 KV grade 2.5 square meter FRLS Cu flexible wire including supply of wire, switch, socket and GI Box (if required). (All equipment's/ appliances/fittings should be ISI/ISO certified)
8	<b>Air Condition</b>	
		Adequate capacity of split ACs to cover entire Lab area and Server area. 3 Ton split AC per 25 computer nodes should be provisioned. 5 star BEE rated model.

S. No	EQUIPMENTS	
9	<b>UPS</b>	
	Lab UPS	30 KVA Online UPS with 120 min Battery Backup
	Server UPS	2KVA x2 Online UPS with 120 Min battery backup
	Certification	ISO 9001/9002 UNILINE / MICROTEK etc.
10	<b>CCTV</b>	
	Camera	Indoor Dome IR Camera, 4 MP or Higher HD sensor, Motion Sensor, Flexible Surveillance Solution, Superior Image Quality, Day/Night(ICR), Multiple network monitoring: Web viewer, PoE etc., Network IP, Usage- Indoor
	Display Monitor	22" display
	Resolution	HD real time video with minimum horizontal resolution 1080 TVL Hik Vision, Eagle etc.
	NVR	16 Channel NVR with Video Management Software and 2 TB HDD
11	<b>Work station seater module (110 Nodes)</b>	
	Providing and fixing training/exam workstation with privacy screen height 150mm total 900 mm from finished.	
	<b>Structural Support System:</b> Benching or Linear workstations shall be constructed using high grade metal sections in twin leg type construction with end caps & levelers. The leg assemblies shall be metal MS pipe (50mm) finished with superior powder coat finish. Beam used shall be metal MS pipe with superior powder coat finish.	
	<b>Worktops:</b> Shall be 25mm thick Pre laminated board with machine pressed PVC edge band 2.0 mm thick all around as per architect's specifications. Work surface height shall be 750 mm.	
<b>Privacy Screen:</b> The modular furniture workstations shall have provisions for various options as per requirements including Laminated Glass (8mm thick), fabric panel, perforated steel sheet, etc.		
<b>Wire Management:</b> The Vertical & horizontal wire carriers made of Metal/High grade Polymer placed below the work surface using brackets fit to carry up to 40 wires along the length of the system. Wire manager should accommodate a separator within the wire carrier to separate electrical & data cables. Provision for switch plates with flip top to be on worktop/ wire management case/screen. The drawings & dimensions are indicative and may vary as per manufacturer's specifications.		
<b>Registration Desk (04 Nodes)</b>		
Similar to the workstation mentioned above for four (04) node, inside or outside the Lab area/room, as per discretion of PEB.		
12	<b>Chairs</b>	
	3.5" patented dual density cushion, Chair Height 34" - 45 1/2" (Back Height) and Width 14"-18", Seat Height 17" - 23" with width 19", Arm rest with 2 1/2" spring frame, Adjustable Seat Depth 15.5" - 19" Fits a wider range of body sizes, locking arrangements	
13	<b>Diesel Generating Set – 83.5 KVA</b>	

## SECTION VIII

### BID FORM

Date :..... 2018

Bid No: -----

To,  
**Director,**  
**Department of Technical Education, Government of Madhya Pradesh,**  
**4<sup>th</sup> Floor Satpura Bhawan,**  
**Bhopal**

Subject: Submission of Technical Bid for Selection of Agency to setup and operate ICT labs for on line test, training in MP.

#### **Gentlemen and / Ladies:**

Having examined the Bidding Documents including, the receipt of which is hereby duly acknowledged, we, the undersigned offer to deliverables in full confirmatory with the said bidding documents.

We undertake, if our bid is accepted, to deliver the goods and services in accordance with delivery schedule specified in the Schedule of Requirements.

If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser in bid document.

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We further declare that our bid is unconditional.

We undertake if at any time, it is found that any information furnished by us to the purchaser, either in our bid or otherwise, is false, the purchaser reserves the right to terminate the contract without assigning any reasons, forfeiting the bid security or performance security and blacklisting us for a period of 5 years.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this .....day of .....2018

(Signature) .....

(in the capacity of: .....

Duly authorized to sign Bid for and on behalf of -----

## SECTION IX

### REQUEST FOR CLARIFICATION OF BID DOCUMENT

**Bid Reference:** Submission of Bid for Selection of Agency to setup and operate ICT labs for on line test, training in MP.

**Name of the Company/Firm:**

**Name of Person(s) Representing the Company/Firm:**

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

**Company/Firm Contacts:**

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

**Query / Clarification Sought:**

S.No.	Bid Page No.	Bid Clause No.	Clause Details	Query/ Suggestion/ Clarification

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Signature)

in the capacity of

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

\_\_\_\_\_

**Note:** - Queries must be strictly submitted only in the prescribed format. Queries not submitted in the prescribed format will not be considered/ responded by the tendering authority.

## SECTION X A

### PRICE SCHEDULES

**Subject: Submission of Bid for Selection of Agency to setup and operate ICT labs for on line test, training in MP.**

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to setup and operate ICT labs as per specification on quoted price in table below. To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our Financial proposal.

**TO BE QUOTED FOR PER LAB PER MONTH**  
**(as per specification and quantity description given in section XVII)**

S. No.	SCHEDULE NO.	NAME OF DISTRICT	Total No. of Centres for which space to be provided by Government	Price quoted for per centre per month	Total cost for centres/month (d X e)	GST	total price/month (f + g)
a	b	c	d	e	f	g	h
1.	I (One) Bhopal & Gwalior Divisions	Bhopal	6				
		Sehore	4				
		Raisen	0				
		Rajgarh	1				
		Vidisha	1				
		Gwalior	5				
		Shivpuri	2				
		Guna	0				
		Ashoknagar	1				
		Datia	0				
		Sheopur	0				
		Murena	0				
		Bhind	0				
		Hoshangabad	1				
		Betul	0				
		Harda	0				
				<b>Total</b>	<b>21</b>		
2.	II (Two) Jabalpur, Sagar, Rewa and Shahdol Divisions	Jabalpur	6				
		Katni	1				
		Narsinghpur	2				
		Chhindwara	1				
		Seoni	0				
		Mandla	1				
		Balaghat	0				
		Sagar	1				
		Damoh	1				
		Panna	1				
		Chhatarpur	2				
		Tikamgarh	2				
		Shahdol	0				
		Umaria	1				
		Dindori	0				
		Anuppur	1				
		Rewa	0				
Singrouli	1						
Sidhi	0						
Satna	0						
		<b>Total</b>	<b>21</b>				

S. No.	SCHEDULE NO.	NAME OF DISTRICT	Total No. of Centres for which space to be provided by Government	Price quoted for per centre per month	Total cost for centres/month (d X e)	GST	total price/month (f + g)
a	b	c	d	e	f	g	h
3.	III (Three) Indore and Ujjain Divisions	Indore	2				
		Dhar	1				
		Alirajpur	0				
		Jhabua	1				
		Khargone	3				
		Barwani	2				
		Khandwa	2				
		Burhanpur	0				
		Ujjain	4				
		Dewas	3				
		Ratlam	1				
		Shajapur	1				
		Agar Malwa	0				
		Mandsaur	2				
		Neemuch	0				
		<b>Total</b>	<b>22</b>				

We undertake, if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India / acceptable to DTE for a sum equivalent to 10% of the contract value, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the DTE is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead DTE as to any material fact.

We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/service specified in the Bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

(In the capacity of).....

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

## SECTION X B

### PRICE SCHEDULES

**Subject: Submission of Bid for Selection of Agency to setup and operate ICT labs for on line test, training in MP.**

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to setup and operate ICT labs as per specification on quoted price in table below. To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our Financial proposal.

**TO BE QUOTED FOR PER LAB PER MONTH**  
**(as per specification and quantity description given in section XVII)**

S. No.	SCHEDULE NO.	NAME OF DISTRICT	No. of Centres for which space to be provided by Bidder	Price quoted for per centre per month	Total cost for centres/month (d X e)	GST	total price/Month (f + g)
a	b	c	d	e	f	g	h
1.	IV (Four) Bhopal & Gwalior Divisions	Sehore	0				
		Raisen	2				
		Rajgarh	3				
		Vidisha	1				
		Gwalior	5				
		Shivpuri	2				
		Guna	3				
		Ashoknagar	0				
		Datia	2				
		Sheopur	1				
		Murena	7				
		Bhind	6				
		Hoshangabad	3				
		Betul	5				
		Harda	1				
				<b>Total</b>	<b>41</b>		
2.	V (Five) Jabalpur, Sagar, Rewa and Shahdol Divisions	Jabalpur	1				
		Katni	1				
		Narsinghpur	1				
		Chhindwara	6				
		Seoni	5				
		Mandla	2				
		Balaghat	6				
		Sagar	5				
		Damoh	2				
		Panna	1				
		Chhatarpur	1				
		Tikamgarh	1				
		Shahdol	2				
		Umaria	0				
		Dindori	1				
		Anuppur	1				
		Rewa	6				
		Singrouli	0				
Sidhi	2						
Satna	5						
		<b>Total</b>	<b>49</b>				

S. No.	SCHEDULE NO.	NAME OF DISTRICT	No. of Centres for which space to be provided by Bidder	Price quoted for per centre per month	Total cost for centres/month (d X e)	GST	total price/Month (f + g)
a	b	c	d	e	f	g	h
3.	VI Indore and Ujjain Divisions	Indore Dhar Alirajpur Jhabua Khargone Barwani Khandwa Burhanpur Ujjain Dewas Ratlam Shajapur Agar Malwa Mandsaur Neemuch	5 5 2 1 1 1 0 1 0 0 1 1 1 1 1 2				
		<b>Total</b>	<b>22</b>				

We undertake, if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India / acceptable to DTE for a sum equivalent to 10% of the contract value, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the DTE is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead DTE as to any material fact.

We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/service specified in the Bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

(In the capacity of).....

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder



## **SECTION XI**

### **BID SECURITY**

DD is to be submitted as per section-I (IFB)

**SECTION XII**  
**CONTRACT FORM**

**THIS AGREEMENT made** the ..... day of .....2018 Between .....(Name of Purchaser) of ..... (hereinafter called "the Purchaser") of first part and ..... (Name of Supplier) of ..... (City of Supplier) (hereinafter called "the Supplier/Service provider") of the second part: and (name) ----- (hereinafter called "the Service Receiver") the third party.

**WHEREAS** the Purchaser is desirous that certain Goods and services bid No. .... for Selection of Agency to setup and operate ICT labs for on line test, training in MP. .... and has accepted a bid by the Supplier for Selection of Agency to setup and operate ICT labs for on line test, training in MP. For the supply of those Goods and Services in the sum of ..... (Contract Price in Word and Figures) again for schedule no. .... (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - Scope of work
  - The Bid Form and the Price Schedule submitted by the Bidder;
  - The Schedule of Requirements;
  - The Technical Specifications;
  - The General Conditions of Contract;
  - The Special Conditions of Contract; and
  - The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. The payments will be made centre wise on **Monthly Basis** as per the rates quoted in financial bid. The successful bidder would be required to raise monthly invoice to DTE for each centre at the end of each month during the contract period. Bills will be paid within 30 days from of the date of submission of bills. The MPPEB shall transfer lump-sum amount in separate account open in the name of DTE for where payment shall be made by DTE to the service provider and DTE shall sent quarterly statement along with bill to MPPEB.

Name & Signature of supplier /  
Service provider

Director  
Technical Education  
Gov. of MP

Director  
MPPEB

**SECTION XIII**

**PERFORMANCE SECURITY FORM**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

To: Director, Technical Education, Bhopal

**WHEREAS** .....( Name of Supplier)

hereinafter called "the supplier" has undertaken, in pursuance of Contract No..... dated.....2018 to supply Selection of Agency to setup and operate ICT labs for on line test, training in MP.

(Description of Goods and Services) hereinafter called "the Contract".

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS we** have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of .....2018.

Signature and Seal of Guarantors

.....  
.....  
.....

Date ..... 2018

Address: .....

.....  
.....

**SECTION XIV**

(Please see Clause 17(F) of instructions to Bidders)

**MANUFACTURER'S LETTER**

No. .... dated .....

To

.....  
.....  
.....

Dear Sir,

We ..... an established and reputable Manufacturers of .....  
having factories at ..... and ..... do hereby agree to supply .....  
conforming to the required specifications and required quantity to M/s. ....  
(bidder) as offered by them to supply against the above stated RFP.

We hereby extend our full guarantee and warranty as per Clause 10 of the General Conditions of  
Contract for the Goods offered for supply against this invitation for Bid by the above firm.

Yours faithfully,

(Name)  
for and on behalf of M/s.....  
(Name of manufacturers)

**Note: This letter should be signed by a person competent and having authority to bind the manufacturer.**

## **SECTION XV**

(Please see Clause 17 of instructions to Bidders)

### **FORMAT FOR QUALIFICATION APPLICATION (Bidders experience and resources)**

All the Bidders submitting their bids against this bid must submit the qualification application along with the information in the following formats:

Name and address of Bidder

Phone:

1. Financial position (average annual turnover)
  - a. 2014-15
  - b. 2015-16
  - c. 2016-17
  
2. Positive net worth
  - a. 2014-15
  - b. 2015-16
  - c. 2016-17
  
3. Name of at least 3 projects in establishing computer lab with 100 nodes
  - a.
  - b.
  - c.
  
4. Experience of 3 similar project across the country of minimum value of 2 cr. Each
  - a.
  - b.
  - c.

Experience of bidder in ICT project in M.P. in govt. and semi govt. organization

Exposure of project establishing and running lab with value

Total no. of technical recourses in the company

CMMI level organization

No. of projects established and running with value

Describe Quality Control Organization, if any, and give the organization chart.

**Seal and Signature of the Bidder**

## SECTION –XVI

### SELF DECLARATION ON NON-BLACKLISTING

Date: \_\_\_\_\_

To,

**Director  
Technical Education, Government of MP,  
Bhopal**

**Subject: Submission of Bid for Selection of Agency to setup and operate ICT labs for on line test, training in MP.**

In response to the Tender for Selection of Agency to setup and operate ICT labs for on line testing, training in MP for Director, Technical Education M.P, as an owner/partner/Director of .....  
..... I/We hereby declare that our Company/firm is having unblemished past record and is presently not declared as blacklisted or ineligible for non-performance, corrupt or fraudulent practices either indefinitely or for a particular period of time by any State or Central Government Agency/department in India.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

## SECTION XVII

### NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made on the .....**BETWEEN:**

.....<<name of the department/Corporation/ Agency>>a  
.....<<type of organization>> having its registered office at .....  
(Hereinafter referred to as "**Disclosing Party**" which expressions shall unless repugnant to the  
context include its successors and assigns), and

.....<<name of the Service Provider Agency>>a .....<<type of  
organization>>having its registered office at ....., hereinafter referred to  
as "**Receiving Party**", which expressions shall unless repugnant to the context include its successors  
and assigns);

The Disclosing Party and the Receiving Party shall hereinafter jointly be referred to as the "**Parties**".

#### **WHEREAS**

The Disclosing Party is in possession of certain information defined hereunder as Confidential  
Information by virtue of an agreement signed between the parties on dated

..... for .....<<name of the project>>.

**NOW IT IS HEREBY AGREED** as follows:-

#### **I. Confidential Information**

For purposes of this Agreement, means all information to which the Receiving Party has access  
including but not restricted to ..... <<name of the project>>Project  
Data which relates to the technical, commercial and financial information, software in various stages  
of development, techniques, models, data, procedures, functions, customer names and other  
information related to customers, suppliers, products, developments, operations, processes, data,  
trade secrets, know-how and personnel of each Party and its affiliates which is disclosed to or  
otherwise learned by the other Party and all other information which may be disclosed by one Party or  
to which the other Party may be provided access by the disclosing Party or others in accordance with  
this Agreement, or which is generated as a result of, incidental to or in connection with the Business  
Purposes, which is not generally available to the public.

#### **II. Not Within Definition**

Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that  
Confidential Information shall not include any information that:-

- is, now or subsequently becomes public knowledge other than by breach of the provisions of  
this Agreement; or
- is in the possession of the Party with the full right to disclose prior to its receipt from the  
Disclosing Party, as evidenced by written records; or
- is independently received by the Receiving Party from a third party, with no restrictions on  
disclosure from such third party.
- is independently developed by Receiving Party without reference to or based on Confidential  
Information of the Disclosing Party.

### **III. Obligation of Confidentiality**

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.

Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.

Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity.

To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out official duties towards Disclosing Party.

To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.

To comply with any other reasonable security measures requested in writing by the Disclosing Party.

To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.

To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

To pay liquidated and other damages recoverable under the clause 7 of this Agreement.

### **IV. Property of the Parties**

All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purposes of this Agreement.

### **V. Reporting Unauthorized Disclosure or Misuse of Confidential Information**

The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

### **VI. Losses**

The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.



**VII. Remedies**

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to resort to civil & criminal remedies available under the law including the IT Act 2000 for taking action against the Receiving Party and/ or for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

In the event of default or breach of the terms of this agreement the Receiving Party and all its officers found guilty of breach, shall be jointly & severally liable for action.

**VIII. Notices**

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

**IX. Term & Termination**

This Agreement shall commence on the date as written above. The Receiving Party's obligations with respect to the Confidential Information hereunder shall be co-terminus with the Agreement signed by the parties as referred above. However if after termination or expiration of the Agreement the Receiving Party remains in possession of any Confidential Information then the obligations under this Agreement and consequences of breach shall continue to remain in force till such information is in possession of the Receiving Party.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

**Signature on behalf of the** .....<<name of the department/Corporation/ Agency>> **(Disclosing Party)**

( \_\_\_\_\_ )

**Name:**

**Designation:**

**Signature on behalf of the** .....<<name of Service Provider Agency>> **(Receiving Party)**

( \_\_\_\_\_ )

**Name:**

**Designation:**

DATE:

WITNESSED BY:      Name    Address

Signature

1.

2.

## SECTION -XVIII

### MINIMUM SETUP REQUIRED FOR ONE LAB/CENTRE (as per specification – section VII)

S. No.	Item	Qty Per location
1.	Local Server with OS	1
2.	Computer with Windows OS	114
3.	Electrification and LAN Setup	1
4.	UPS Setup	1
5.	MS Office	114
6.	Antivirus and firewall (UTM)	114
7.	MFP Laser Printer	1
8.	CCTV Setup (Includes NVR with capacity of 1TB with live feed and recording)	5
9.	Air Condition in Computer Lab	16 Tons
10.	Workstations (Furniture)	114
11.	Chairs	114
12.	Lab Assistant	3
13.	Examination Assistant (need basis on exam days)	3
14.	White Board with accessories	1
15.	Fire extinguisher	3
16.	Diesel Generating Set 83.5 KVA	1
17.	Peon & Security Guard	6

**Note:**

Bidders may note that the specifications and the quantities indicated in table above are minimum in nature and not exhaustive. The vendor should supply equipments with latest specifications so that the technology is **not obsolete in the duration of five years**. Also all material and equipment including electrical, consumables, etc. supplied shall be of good quality from reputed manufacturers and meeting National Standards such as ISI, BIS, etc. as applicable.

If felt necessary, the vendor will have to upgrade the hardware, software, IT and electrical infrastructure, etc. for the smooth conduct of PEB examinations and for compliance to SLAs.

**SECTION XIX**  
**TECHNICAL BID COVERING LETTER**

**To,**  
**Director**  
**Technical Education, Govt. of MP,**  
**Bhopal**

Dear Sir,

Having examined the Bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the Bid for "Selection of Agency to setup and operate ICT labs For on line testing, training center at various places of MP required by DTE / Professional Examination Board,(MPPEB) MP". To meet such requirements and provide such services as required are set out in the Bid document, we attach hereto the Bid technical response for the schedule no. .... as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, we will obtain a performance security acceptable to DTE, for a sum of **10 % of contract value**, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the DTE.

We confirm that the information contained in this bid or any part thereof and other documents and instruments delivered or to be delivered to DTE is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead as to any material fact.

We agree that DTE is not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/service specified in the Bid response without assigning any reason whatsoever. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

The Technical Specifications are appended herewith. Dated this Day of <>

(Signature)

(In the capacity of).....

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and that ..... who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date:

Place:

Name and Designation with Seal

## SECTION XX

### CONSORTIUM AGREEMENT

This consortium Agreement executed on this .....Day of .....between M/s .....a company incorporated under the law of .....and having its registered/principal office at .....(herein after called the 'Partner-I/Lead Partner' which expression shall include its successors, executors and permitted assigns)

And M/s .....a company incorporated under the laws of ....and having its registered/principal office at .....(herein after called the 'Partner—II/Second Partner' which expression shall include its successors, executors and permitted assigns)

The laws of ..... and having its registered/principal office at ..... (herein after called the Partner – III/'Third Partner' which expression shall include its successors, executors and permitted assigns), for the purposes of submission a bid for selection of agency to setup and operate computer (ITC) lab for online testing, training at various places of MP given in schedule of requirement and submitting the .....and entering into a contract in case of award for the work of ..... (Name of work).....for ..... (name of project) of DTE.

WHEREAS, the owner invited bids vide its document no.....for the work of .....

AND WHEREAS as per qualification document, consortium bids will also be considered by the DTE provided they meet the specific requirements in that regard.

AND WHEREAS the bid is being submitted to the Owner vide proposal dated ..... based on the Consortium Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of document conditions and requirements have been signed by all the partners and submitted to the DTE

#### **NOW THIS IDENTURE WITNESSETH AS UNDER**

In consideration of the above premises and agreements all the partners to this consortium do hereby now agree as follows:

We the partners in the consortium hereby confirm that the name and style of the consortium shall be .....consortium.

In consideration of the bid submission by us to the DTE for qualification of our bid by the DTE if the award of contract by the DTE to the consortium (if selected by the DTE), we the partners to the consortium, hereby agree that the Partner – I (M/s. ....) shall at as the lead partner for self, and for and on behalf of Partner – II and III and further declare and confirm that we shall jointly and severally be bound unto the owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the DTE to perform all contractual obligations including technical guarantees. Further, the lead partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

The lead partner shall be solely responsible for Project Management of works.

In case of any breach of the said contract by any of the partners of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/performance of the contract in accordance with the terms of the contract.

Further, if the DTE suffered any loss or damage on account of any breach of the contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/contract documents, the lead partner, second partner as well as third partner of these presents undertake to promptly make good such loss or damage caused to the DTE, on the DTE demand without any demure. The DTE shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the DTE to proceed against the lead partner to these presents before proceeding against the second partner or the third partner.

The financial liability of the partners to this Consortium Agreement, to the owner with respect to the any or all claims arising out of the performance or non=performance of the contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.

It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as delineated in 'Appendix I' (in line with past experience of members and the lead partner shall be responsible for the project management) to this agreement. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the contract.

This consortium agreement shall be governed, construed and interpreted in accordance with laws of India. Courts of Bhopal shall have exclusive jurisdiction in all matters arising there under.

In case of award of contract, we the partners to this consortium agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the DTE from the bank acceptable/approved by the DTE for a value as stipulated in the contract award and such guarantee shall be in the names of both the partners of the consortium.

It is further agreed that this CONSORTIUM agreement shall be irrevocable and shall form an integral part of the contract and shall continue to be enforceable till the owner discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first above mentioned.

For M/s.

**(.....Partner-I)**

Common seal of

M/s.

Has been affixed in my/our presence

Pursuant to Board Resolution dated

.....

Signature .....

Designation

.....  
(Signature of authorized Representative)

Name:

Designation:

For M/s.

**(.....Partner -II)**

Common seal of

M/s.

Has been affixed in my/our presence

Pursuant to Board Resolution date

.....

Signature .....

Designation

.....  
(Signature of authorized Representative)

Name:

Designation:

For M/s.

**(.....Partner-III)**

Common Seal of

M/s.

Has been affixed in my/our presence

Pursuant to board resolution dated

.....

Signature .....

Designation

.....  
Signature of authorized Representative

Name:

Designation:

## ABBREVIATIONS

<b>RFP</b>	Request for Proposal
<b>CBT</b>	Computer Based Test
<b>BG</b>	Bank Guarantee
<b>EMD</b>	Earnest Money Deposit
<b>IA</b>	Implementing Agency
<b>SLA</b>	Service Level Agreement
<b>MOU</b>	Memorandum of Understanding
<b>PMC</b>	Project Management Committee
<b>DB</b>	Database
<b>ICT</b>	Information Communication Technology
<b>SMS</b>	Short Messaging Service
<b>MP</b>	Madhya Pradesh
<b>RTI</b>	Right To Information
<b>MCQ</b>	Multiple Choice Question
<b>PKI</b>	Public Key Infrastructure
<b>GUI</b>	Graphic User Interface
<b>PQ</b>	Pre-Qualification
<b>PAN</b>	Permanent Account Number
<b>GST</b>	Goods & Services Tax
<b>DTE</b>	Department of Technical Education
<b>CRISP</b>	Centre for Industrial Staff Performance

---