



DRAFT

REQUEST FOR PROPOSAL

For

Selection of vendor to Design, Develop, Implement and Maintain University Automation System for the Nalanda Open University (NOU), Patna, Bihar

1. Introduction

Nalanda Open University (NOU) hereby invites proposal for Appointment for Development of University Automation System across different departments & study centre's under Nalanda Open University, Patna. Bidder should also help University in designing and reengineering the existing processes of student's administration and other related activities.

The selected bidder shall also configure, deploy the software on the University server for daily backup(Syncing) and the same should be hosted in secured tier 3 data center (Hosted in state data center or should be hosted by any MeitY Cloud Empanelled Vendors).The bidder shall maintain system and provide the required training to University and study centers staff for smooth and effective running of the system. After deployment, The bidder is required to provide the maintenance for a period of 7 years which may be extended by 5 more years depending upon mutual consent.

The University Automation System is envisaged to be a user friendly, comprehensive, integrated information system designed to automate the entire University processes.

University Automation System must the following basic features:

- a. Online application
- b. Registration and enrolment management
- c. Examination Management
- d. Academic program management
- e. study center Management
- f. E-learning platform

- g. Student profile management
- h. Result processing
- i. Finance management
- j. Role and user management
- k. NAD Integration
- l. Library & SLM Division Management
- m. Alumni Management
- n. Training & Placement
- o. Asset/Inventory Management
- p. Integration with other systems
- q. Interface/Dashboard for Rajbhawan etc.

2. Invitation of Proposal

2.1 General Information

1. Nalanda Open University (NOU) hereby invites proposal for Appointment of an Agency to Design, Develop/Customize, and Implement& Maintain University Automation System. The bidders are advised to study this RFP document carefully, before submitting their proposal in response to the RFP Notice. The submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
2. The complete bidding document is available www.nalandaopenuniversity.com & www.nou.ac.in for the purpose of downloading. The downloaded bid document shall be considered valid for participation in bidding process subject to the submission of required tender/bid document fee and EMD.
3. Two (2) envelope (Technical and Commercial bid) selection procedure shall be adopted.
4. The tender document fees and Earnest Money Deposit (EMD) should be submitted in the form of Bank Draft as per the details provided in the bid document.
5. Nalanda Open University will not be responsible for delay in submission due to any reason including postal delays.
6. **Consortium in any form is not allowed for this RFP.**

2.2 Key Events and Dates

S.No.	Information	Details
1.	Date and Time for commencement of downloading Tender Document.	07-02-19
2.	Last Date for sending requests for clarifications	15-02-19
3.	Date, Time and Place of pre-bid conference.	18-02-19 at 1 PM (NOU Conference Hall)
4.	Release of response to clarifications would be available on	22-02-19
5.	Last Date (deadline) for submission of bids	28-02-19 (4 PM)
6.	Technical Proposal Opening Date	28-02-19 (5 PM)
7.	Date for Presentation/ Demonstration of Solution	05-3-19
8.	Commercial Proposals opening Date	08-3-19
9.	Address for Communication	Registrar Nalanda Open University, 3rd Floor, Biscomaun Bhawan, West Gandhi maidan, Patna-800001 Email- (registrar@nou.ac.in)

2.3 Other Important Information related to Bid

S.No.	Information	Details
1.	Tender Fee To be paid in the form of Demand Draft in the Name of Nalanda Open University, Payable at Patna at the time of submission of the tender.	Rs. 5,000/-
2.	Earnest Money Deposit (EMD) To be paid in the form of Bank Draft/Bank Guarantee in favor of Nalanda Open University, payable at Patna.	Rs. Five Lakh.
3.	Bid Validity Period	6 Months
4.	Performance Bank Guarantee	10% of Final Bid amount
5.	Last date for furnishing Performance Bank Guarantee in favor of Nalanda Open University (By the successful bidder)	7 working days from issue of workorder
6.	Last date for signing the contract	15 working days after issue of workorder

Note: Prospective Bidders may visit Nalanda Open University office for any further information/ clarification regarding this RFP on prior appointment during working hours till the last date of technical bid submission.

3. Scope of Work

3.1 Main Requirements

Nalanda Open University has invited this 'Request for Proposal' by virtue of Tendering process from reputed IT / ITeS organizations with proven experience in the field of creation of Web Application, Mobile application for achieving the objectives stated under the detailed scope of work as given in the bid document.

3.4. The Following will be the major components of this work:

- 1. Development of various modules for undertaking activities listed under Functional Scope at 3.3 as per time schedule indicated therein.**
- 2. The Bidder shall provide on-site support (2 Technical expert) for solving the problem for a period of two years or as decided by the university from time to time.**
- 3. Providing training to University staff for running the software independently as per details given at 3.6 below.**
- 4. Providing on-site support as indicated at 3.8 below.**

The complexity of the working environment at the universities necessitates standardized process flows for setting up software for online Admission, Examination Management, Students Resource Management System, Human Resource Management, Academics Management, Finance and Accounting management, Administrative functions such as Inventory, online report generation, etc. which the university would like to implement as part of this envisaged University Automation System to meet its requirements in specified time schedule.

3.2. Objectives

Nalanda Open University (NOU) has decided to develop & implement University Automation System which suits the needs of all stakeholders across the Departments/Sections/Study Centers under NOU with the following objectives

- a. To develop Web (Internet / Intranet) based software for managing university processes.
- b. All the legacy data of existing system related to students must be imported to the new University Automation System.
- c. Common integrated interoperable system platform across different departments/sections of the university.
- d. To provide Android based Mobile App for students.
- e. To Monitoring and governance of the administrative processes.
- f. Mapping of all kinds of assets (Moveable, immovable) and automating their life cycles.
- g. Analysis of budget and actual data.
- h. To provide scalability options to accommodate the expected growth plan.
- i. Data integrity across various functions like examinations, departments, centers, administrative units, finance and accounts, etc.
- j. To facilitate paperless working and provide decision support mechanism.
- k. Automate management controls and approvals to reduce cycle time.
- l. Seamless integration of student's information between Admission System, Finance & Accounts, Examination and other related modules.

m. Real time reporting through dashboards and a streamlined Management Information System (MIS).

To design & develop a dynamic, responsive website with the following features:

1. Dynamic Menu and Multilingual Content Management
2. Organization Structure management
3. Calendar Management
4. Publishing RTI Compliance
5. Notices
6. Feedback and Complaints
7. Photo gallery
8. Social Media Integration

n. Security Audit of the proposed system by STQC or CERT-In Empanelled Agency, providing SSL Certificate, and Go-Live

Website should be developed using open source technology.

3.3. Functional Scope

The solution is envisaged to be implemented across the indicative functional areas listed below as per phase and time schedule defined for preparation and implementation of each component.

3.3. Functional Scope

Sr. No.	Functional Area	Brief Description of Sub Modules / Sub Functions
Phase 1: Admission & Examination Management System: (within 16 weeks)		
1 .	Admissions Management	This will include Online and Offline Registration, SMS & E-mail integration, Student Master Database creation, Enrollment of Students, verification, payment of fees, Payment integration with third party payment gateway, Verification of Admission Criteria/Eligibility, Program/Course transfer, Printing of Registration Slip, ID Card, Admit Card, Admission Cancellation on request etc.
2.	Academic Calendar	Preparation of Academic Calendar for all courses to be made available to students at the time of Admission. This shall include Counselling class schedule, examination schedule, admission schedule, course evaluation, etc.
3.	Choice Based Credit System	To capture the details of the choice-based credit system. University may implement CBCS in Post Graduate level courses at present. But in future both Graduate and Post – Graduate courses are to be converted to CBCS mode.

4.	Ph.D. Course Management	Student Registrations for Ph.D. Pre-Registration Test, Result Publication, Appointment of Committees / Guides / Panel for Interview, Ph.D. Topic Approval, Course Work Management, Synopsis and Thesis Submission, Re-Registration, Viva Voce.
5.	Pre-Examination Management	Pre-Examination includes student registration for examination, form submission for failed students (Annual Exam & Second Exam), Exam schedule creation, Date Sheet generation, issue of duplicate Admit card, Seating Plan, Attendance/Absentee List generation, panel appointment for question paper setting, Invigilators list, center code generation, hall ticket generation etc.
6.	Examination Management	This includes Question paper setting management, question paper delivery management, different reports generation related to examination etc.
7.	Post-Examination Management	Post-Examination includes examination assessment, Marks Entry, Tabulation, statistical report generation and result declaration, Publication of results on the website. Application for review by the examinee (Retotaling) or photocopy of Answer copy, Amended result publication (if any) etc.
8.	Convocation	Notice for Convocation & Convocation Event Creation, Online/Offline Application for convocation registration, Degree Certificate Printing and Management, Student List generation, Medal list generation
9.	Migration and Provisional/Original Certificate	To enable the students to apply for Migration and Provisional/Original certificate after they have completed the course.
10.	Degree/Marksheet Verification	Verification of Degree/Marksheet issued by the University with integration to NAD.
11.	Grievance Redressal System for students	Students grievance submission, resolution mechanism etc.
12.	Online Learning Management	Preparation of online Course Content for online Learning and training through website and App. Course delivery plans, integration with SWYAM portal, provision to allow teachers to conduct sessions, provide students with the assignments online, allow students to submit the responses to the assignments and grading of the assignments by respective teachers.

13.	Right to Information (RTI)	Generation / Submission of RTI application, Online payment of associated fees, assignment of applications to concerned units/ sections / departments etc., allocation of officer for handling RTI application, Penalty in case of delays, Document Management etc.
14.	Alumni Management	Maintaining alumni directory, recording biographic data, tracking alumni academic / employment history etc.
15.	Placement Management	Placement Management Activity.
16.	Mail Integration	Integration of Email IDs of all stakeholder, to get alerts during various stages of the processes.
17.	Bulk SMS	Integration of Bulk SMS for all stakeholders to get alerts during various stages of the processes.
Phase 2: Students' Resource Management System: (within: 48 weeks)		
18.	Grant/Project Management	Manage Project Payables, Project Receivables, Fund Allocations, Receipt of grant and funds, Honorarium advances and Settlements, Investments, Budgets, Monitoring and tracking etc.
19.	Budget Preparation	Provision to have online templates/Formats available for various departments to fill in and submit the budget requirements. A provision (hierarchy based approval mechanism) for the Finance and Accounts officer to verify and forward the budget preparation activity.
20.	Provident Fund	Make provision for maintenance of Provident Fund for staff and to carry forward the same and allow withdrawal as per defined rules and appropriate approval mechanisms.
21.	Salary Management	Drawing salary including allowances etc. of employees of all categories- regular, contract, temporary / various advances and settlements / reimbursement of various allowances / retirements and final payments/deductions like LIC, Taxes etc./ issue of annual Form 16/ Form 16A/ pay fixation and arrear payments.
22.	Payments related to Counselling class and Examinations	Management of payments given to Academic Counsellor, Examiners, Coder and for other confidential work.
23.	Pension Unit	Drawing pension including allowances, arrears, retirement benefits e.g. gratuity, leave encashment etc.
24.	Personal Management	For Teachers and Employees – E-Service Book including their personal, education, job related details etc.

25.	Leave Management System (LMS)	To allow employees to submit their leave requests and make a provision for hierarchy based approval mechanism.
26.	Non – Teaching Staff Appointment	Make provision for appointment of non-teaching staff with appropriate hierarchy based approval mechanism.
27.	Academic Counsellor appointment	Appointment of Academic Counsellor on class basis which includes submission of application forms online, Maintaining course wise counselor database.
28.	Teachers & Non – Teaching Staff Promotions	Promotion of Teachers & non-teaching staff
29.	Study Centre Recognition and Management	Provision of Submission of online application for opening of New study Center. Inspection Committee Reports, Payments of study centers under different heads. Various inspections reports, Study Center Management.
30.	Purchasing and Inventory Management	Goods requisition, processing purchase approvals, purchase Order, E-procurement/ E-Tendering, GEM etc.
31.	Asset Management including Movable and Non-Movable Assets) - Laboratory Management	Material code creation, Goods Receipt, Property and equipment details, Returns, Scrap Sales & Disposal System etc.
32.	Acquisition and issuing of books and SLM (Study Learning Material) Division and Library etc.	Book/SLM acquisition, classification of various library books/SLM/e-books/e-journals, queries, distribution management of SLM, Record of issues and return dates of library books, fine collection etc.
33.	Transport and Fleet Management	Track and reconcile distribution of fuel/fuel advance, track performance of vehicle, Trackof vehicle servicing, etc.
34.	Facility/Event Management	Integration with the e-tendering portal for appointment of a vendor for facility/event management.
35.	Court Case Management	Repository of legal documents, tracking of legal enquiry, etc.
36.	Grievance Redressal System for staff	For teachers and employees grievance submission and resolution mechanism etc.
37.	Sports and Activities Cultural	Sports and Cultural activities management.

3.4 Strategic Technical Considerations

The technical considerations for the proposed University Automation System are:

Cloud based system. The information loaded using this University Automation System should be hosted in cloud (preferably in State Data Center) for accessibility by the stakeholders using assigned login ID. There should also be a provision of switch over of cloud from vendor to vendor.

Role based & Secured Application. University Automation System should be a secured system with defined roles for staff/users of different levels.

Integrated and Secured database. Different components of University Automation System should be appropriately integrated and each component should have a secured system.

Access Points. Each concerned branch and study centers should have access to the University Automation System.

Ownership. The ownership of the Software & database would be of the Nalanda University.

Back Up. There should be a provision of periodical backup of database with backup server installed in the University.

Migration. The complete data from previous admission system/software in operation at the University including examination, results etc. should be migrated to the new University Automation System.

Dashboard. University Automation System information should also be accessible to the Rajbhawan and for that required provision of dashboard etc. should be made for viewing of data and report by the Chancellor's office.

Time schedule. The time allotted in this tender for completing different functional components (see point 3.3) of the University Automation System should be strictly followed by the vendor and failure to do so will invite penalty as per terms and conditions of the MOU.

Future Expansion. The solution will be used for automating all the functions of the university as listed above and will be required to meet future expansions in terms of programs, departments, centers, scale of student intake capacity, etc.

Integration. The vendor should ensure that all the legacy data of existing system related to students must be imported to the new University Automation System software of the University.

Technology. The Solution should be developed using open source technology run independently of Operating System and web browsers.

Compliance to Quality Requirement. The application must be developed by following Guidelines for Indian Government Websites.

The application must follow the **Security Audit** procedures and bidder must have previous experience in GIGW compliant portal development.

<https://web.guidelines.gov.in/assets/gigw-manual.pdf>

3.5 Implementation Methodology

The methodology to be deployed by the bidder to implement the solution will have different work elements and activities. All these activities and work elements should coherently focus on achieving following key results:

- (a) Quality of the solution.
- (b) User satisfaction while deploying and usage.
- (c) Successful implementation in terms of completeness and timely accomplishment of the outcome.

While there are different techniques and tools available as a part of the methodology, followings are expected to be part of the development & implementation methodology to be adopted by the bidder.

- (a) Meeting with different stake holders for capturing system requirements, creating awareness of best practices, communicating the changes, building consensus on system design, knowing the critical inputs/outputs, suggestions etc.
- (b) Review Sessions with different stakeholders for signing off the deliverables, walking through the deliverables for facilitating quick understanding, etc.
- (c) Internal Review Mechanisms of bidder for ensuring the quality of the solution and the deliverables.
- (d) Documentation of Proceedings — recording the developments, discussions, deliverables, using standard methodology and tools available with the solution.
- (e) Work Standards / Practices for documentation, configuration, testing, data migration, etc.
- (f) Training different stakeholders on a continuous basis.

3.6 Training

The successful bidder must provide the training and documentation for all users of the University Automation System. Training may be conducted at University Head Quarter for 20 personal for 7 working days at the cost of bidder.

Capacity Building-is a highly critical component of Solution rollout. The objective of Capacity Building (CB) initiatives is to equip the direct users and other stakeholders of university with the right skills, and knowledge to optimally use the solution being implemented.

Every user group would have a separate Pre and Post Implementation Training. The Training program would be split into series of sessions for different user groups and across functional areas of the system.

The Development agency shall be responsible for the following activities as part of the End User.

- a. Develop overall training plan, Curriculum, and Training Material for Users.
- b. Deliver training to end users including carrying out the training effectiveness evaluation.
- c. Develop Training Modules As given below.

S. No	<i>Training Modules (Tentative)</i>
1.	Benefits of University Automation System.
2.	Basic Computer Training
3.	Hands on training on use of University Automation System
4.	Role based Training: Simulated training on the developed Application
5.	Role Based Training for user using the Application/Web Portal for generating and reviewing the MIS reports
6.	Train the Trainer

The following activities need to be performed by the bidder as part of Training documentation:-

1. Defining overall training requirements in consultation with the university representatives.
2. Preparation of training plan, schedule etc.
3. Make provision of self-guided online training modules accessible over web or offline.
4. Plan and impart training for trainers.
5. Preparation of training guides / user manuals for the application and installation manual and administration manual.
6. Documentation to be provided to universities in electronic medium and Booklet in binding form.
7. Bidder is required to provide training manuals and interactive video tutorials for all the modules and applications of the customized solution as per the university requirements. The manuals should be updated as and when features/ functionalities in the system changes.
8. Based on the skills of the users, the bidder has to provide comprehensive training, recommend approach for the same.
9. Bidder is required to provide application software training to end user. The classroom trainings can be provided at the convenient place as mutually decided by the bidder and university representatives.

Preparation of online training modules

Use of recommended training tools / software(s) for providing various training is essential. Adequate training material which includes training manuals, quick reference

cards etc. should be provided during the training sessions. The recommended training material should be in paper & electronic media with courses on fundamentals, business process overview, job activity training, and delivery options being on-line, instructor led class rooms, etc.

Online training modules shall be made available so that users can keep on taking these training in case of eventualities like promotion and transfers.

Online should cover all the training as mentioned in above section.

3.7 On-Site Support

The bidder shall also be required to provide onsite support for implementation and training. Two (2) support persons (System Specialist Support) shall be deployed throughout the contract period which can perform onsite support if required.

4. Request for Proposal Process

This section includes all the important information related to RFP, required to bid for this project.

4.1 General Information and Guidelines

1. Nalanda Open University invites bids against this Request for Proposal (RFP), from eligible bidders as per the scope of work defined in this RFP.
2. Any contract that may result from this bidding process will be effective from the date of signing of contract and shall, unless terminated earlier in accordance with its terms, continue for a period till University Automation System is made live plus three (3) years.
3. NOU reserves the right to extend the period of agreement on mutually agreed terms at its sole discretion, subject to any obligations under law of the University.
4. Proposals must be received not later than the time, date and venue mentioned in the section “Key Events and Date”. Proposals that are received late WILL NOT be considered in this RFP Process.
5. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must perform their own research and survey, and from conclusions about the solution needed to meet the requirements of the University.
6. All the information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by NOU on the basis of this RFP.

7. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NOU. NOU may cancel this public procurement at any time prior to a formal written contract being executed.
8. This RFP supersedes and replaces any previous public documentation & communication, and Bidders should place no reliance on such communications.
9. All figures of costs, project values and others shall be mentioned in Indian Rupees only.
10. No Bidder shall submit more than one Bid for the project.

4.2 RFP Document Fees

The qualified bidders are requested to pay offline Tender fees of Rs. 5,000/- (Rupees Five Thousand only) in favour of Nalanda Open University, payable at Patna through Draft. The Tender fee is non-refundable. The RFP document can be downloaded free of cost from the university website. However, RFP fee should be paid with bid documents. Bids that are not accompanied by the RFP fees or accompanied by inadequate RFP fee, shall be considered non-responsive and will be rejected.

4.3 Earnest money Deposit (EMD)

The Bidders are requested to deposit an EMD of Rs. 5,00,000 (Rs. Five lakh) in the Form of Bank Draft in favour of Nalanda Open University, payable at Patna. The EMD should be valid for a period of 180 days.

The EMD shall be denominated in Indian Rupees only. No interest will be payable to bidder on the amount of the EMD.

1. Bids submitted without the prescribed EMD will be rejected.
2. Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the financial bid.
3. EMD of successful bidder will be returned after the award of contract and submission of the performance bank guarantee within specified time and in accordance with the format given in the RFP.
4. EMD shall be non-transferable.
5. The EMD may be forfeited -
 - (a) If a bidder withdraws his bid or increases his quoted price during the period of bid validity or its extended period, if any.
 - (b) If successful bidder fails to sign the contract or to furnish performance bank guarantee within specified time in accordance with the format given in the RFP.
 - (c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and

finalization. The decision of NOU regarding forfeiture of the bid security shall be final and binding up on bidders.

(d) If during the bid process, any information is found false/ fraudulent/ mala fide, NOU shall reject the bid and, if necessary, initiate action.

4.5 Contact Details

For any clarifications and communication with reference to the RFP documents, the bidders are expected to communicate at the contact information provided below:

<i>S.No.</i>	<i>Item</i>	<i>Details</i>
1.	Name	S. K. Sharma
2.	Designation	Registrar
3.	Email. ID	registrar@nou.ac.in
4.	Phone	06122219767

4.6. Pre- Bid Queries and Pre-Bid Meeting on RFP

NOU will conduct a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are specified in Section – 2.2. The representatives of the bidders may attend the Pre-Bid meeting at their own cost. The purpose of the Pre-Bid meeting is to provide a forum to the bidders to clarify their doubts/ seek clarification or additional information, necessary for them to submit their bid. The bidders shall send their Pre-Bid queries as per the prescribed format specified in Annexure -1 of this RFP, to the contact address at which the bids are to be submitted as well as the email id mentioned in section 4.5 of this RFP. The bidders shall send their Pre-Bid queries as per the schedule specified in the RFP section 2.2.

4.7. Response to Pre-Bid Queries/Corrigendum/Amendment to the RFP

At any time prior to the dead line (or as extended by NOU) for submission of bids, NOU for any reason, whether at its own initiative or in response to clarifications requested by the bidder, may modify the RFP document by issuing amendment(s) or issue additional data to clarify any of the provisions of this RFP. Such supplements/ corrigendum to the RFP issued by the university would be displayed on NOU website. Any such supplement/corrigendum/amendment shall be deemed to be incorporated by this reference in to this RFP. Any such supplement/ corrigendum/amendment will be binding on all the bidders. NOU will not be responsible for any of the provisions of this tender document on account of the bidder's failure to update the bid documents based on changes announced through the website.

In order to allow bidders a reasonable time to take the supplement/corrigendum/ amendment(s) in to account in preparing their bids, NOU, at its discretion, may extend the deadline for the submission of bids.

4.8 Completeness of Response

1. The bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejections of its proposal and forfeiture of the bid EMD.

4.9 Proposal Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of in formative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NOU to facilitate the evaluation process, and in negotiating a definitive service Agreement (SA) and all such activities related to the bid process. This RFP does not commit NOU to award a contract or to engage in negotiations. Further, no reimbursable costs may be incurred in anticipation of award of the contract for implementation of the project.

4.10 Right to Termination

NOU may terminate the RFP process at any time and without assigning any reason. It also makes no commitments, express or implied, that this process will result in a business transaction with anyone. In the event of such termination, EMD for all bidders shall be returned, without any interest.

4.11 Authentication of Bids

The original bid will be signed by a bidder's person duly authorized to bind the bidder to the contract. A letter of authorization in the name of the person signing the bid shall be supported by a written power-of- attorney accompanying the bid. All pages of the bid including the duplicate copies, except for un-amended printed literature, shall be duly signed and stamped by the person/ persons signing the bid. The bidders should refer to the format for power of Attorney as per Aneexure-7 of this RFP.

4.12 Interlineations of Bids

The bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

4.13 Late Bids

The bids received after the due date and specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

4.14 Patent claim

In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the solution or

any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and NOU is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. NOU shall give notice to the successful bidder on any such claim and recover it from the bidder required.

4.15 Technology

The Solution should be developed using open source technology run independently of Operating System and web browsers at the client end.

Objectives

- (a) To provide a policy framework for rapid and effective adoption of OSS
- (b) To ensure strategic control in e-Governance applications and systems from a long-term perspective
- (c) Policy on Adoption of Open Source Software formulated by Ministry of Electronics & Information Technology, Government of India

http://meity.gov.in/writereaddata/files/policy_on_adoption_of_oss.pdf

4.16 Hosting

Application should be hosted in secured tier 3 data center (Hosted in State data center or should be hosted by any MeitY Cloud Empanelled Vendors)

4.17 Security

- (a) The architecture should provide an end to end security model that protects data.
- (b) Unauthorized access to the application, database, servers and network should be prevented.
- (c) System should incorporate Audit trail system. Any sensitive information should not be captured/printed in log, console.
- (d) Bidder should take regular backup of the audit trail, log files and store it in secured place.
- (e) System should have adequate security features built in the architecture of the system to ensure that it cannot be hacked or manipulated
- (f) Support encryption such as SSL. The cost of SSL certificate shall be borne by the Successful Bidder
- (g) System Security should be sufficient to comply for the handling of confidential data.
- (h) The system shall have the option to encrypt data before transferring over a network.

- (i) Should apply spam control measures like 'CAPTCHA' images during registration to avoid spurious details being automatically submitted and to ensure that the data is not submitted by non-humans.
- (j) Any vulnerability found during the security audit, bidder has to close the same accordingly and ensure complete security audit done successfully.

4.18 Security Audit

1. The Successful Bidder shall be responsible to get system/portal Security Audited by CERT-In Empanelled Agency. (Certified auditors of CERT-IN, Ministry of Electronics & Information Technology, Government of India.)

Cost for Security Audit of the proposed system/solution/application should be part of the proposal as cost of the same will be borne by the bidder.

2. The Successful Bidders agrees that the scope and other terms of this agreement may be subject to change so as to synchronize them with any future decisions of the NOU.

4.19 Project Deliverables

The lists of deliverables are given below:-

- (a) Detailed Project Plan and project charter
- (b) System design document
- (c) Database Schema
- (d) Prototype and demonstration
- (e) Printed Copy of the Technical Manual and User Manual along with softcopy
- (f) Source code of the developed application
- (g) Code Coverage report
- (h) Test Cases
- (i) Test Reports
- (j) UAT Sign-off Certificate
- (k) Code Analysis report
- (l) Disaster Recovery report
- (m) Confidentiality and Non-Disclosure Agreement
- (n) Security Audit Certificate
- (o) STQC certificate

4.20 Intellectual Property Rights

During and after the end of the contract period or on surrendering or termination of contract, for all data/information/content any information generated during this period, NOU shall own exclusive Intellectual Property Rights (IPR) of the same, bidder cannot claim for any rights on the same.

NOU shall own the IPR of the complete source code that would be written in the process of Development of new software/customization of existing solution, to meet the requirements of this RFP. NOU shall also own the IPR of any new source code written/generated as a part of this system.

The successful Bidder(s) shall not use, share this information, any other data derived from this application, customized software etc. anywhere, without taking permission, in writing, from NOU and NOU also reserves the right to grant or deny any such request. The software application will not be allowed to be misused by quoting same software at other places.

The right of entire data including backup & University Automation software should be with NOU.

5. Bid Submission Instruction

5.1 Bid submission

1. The bidder shall submit the bid offline.
2. The bids submitted, shall comprises of the following two Envelopes:
 - a. A two envelopes/cover system shall be followed for the bid:
 - (i) Envelope A: Tender Fees (Bank DD or Receipt of online transfer), EMD, pre-qualification & Technical bid.
 - (ii) Envelope B: Commercial bid
 - b. The bid shall include the following documents:

Documents Required

<i>Tender Fee & EMD and Eligibility Details- Envelope - A</i>			
<i>S.No.</i>	<i>Document Type</i>	<i>Document Format</i>	<i>Submission</i>
1.	Tender Fee	Payment through Draft	
2.	EMD	In the form of Bank Draft in favor of Nalanda Open University, payable at Patna. In case of Bank Gurantee, the same should be submitted to NOU on the date of opening of bid.	
3.	Pre qualification & Technical bid	The pre-qualification bid shall be prepared in accordance with the requirements specified. The Technical proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure-4.	
<i>Commercial Bid – Envelope- B</i>			
4.	Commercial Bid	The commercial bid shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in Annexure-5.	

- c. The bidder should ensure that all the required documents, as mentioned in this RFP/Bidding document, are submitted along with the bid and in the prescribed format only.
 - d. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the proposal submitted by the bidder.
 - e. It shall be the sole responsibility of the bidder to ensure that all the documents required for the pre-qualification and the technical evaluation of the bid are submitted within time and NOU shall not entertain any representation from any bidder, who fails to submit the requisite documents within the stipulated time and date.
3. NOU will not accept delivery of proposal and any other supporting documents, in any manner other than that specified in this RFP. Any proposal delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances, any physical documents will be accepted after the submission of bid.
 4. It is required that all the bids submitted in response to this RFP should be unconditional in all respects, failing which NOU reserves the right to reject the bid.
 5. It shall be responsibility of the bidder to re-check that each page of the requisites document mailed as a part of the bid is stamped and duly signed by an authorized signatory.

5.2 Pre-Qualification Criteria

The bidder shall be evaluated based on the eligibility criteria mentioned below. The bidder shall fulfill all the following criteria independently, as on the date of submission of bid.

S.No.	Eligibility criteria	Supporting documents
1.	The bidder must be registered legal entity in India (Indian Companies Act, 1956 (or 2013), partnership firms registered under LLP Act or India Partnership Act, 1932. The bidder must have been in existence in India for at least 5 years as on 31 st March 2019.	Certificate of incorporation
2.	The bidder must have in their name, a PAN with income Tax Authority in India.	Copy of the PAN card signed by the Authorized signatory of the bidder
3.	The bidder must have an average annual turnover of Rs. 15 Crore from IT Sales and Services during the last three financial years.	Audited financial statements / CA certificate specifying the same for financial years.
4.	The bidder must have a positive Net worth as on 31 st March 2017.	Certificate from the chartered accountant, clearly stating the Net Worth.
5.	The bidder must have a valid –ISO 9001:2015 or CMMI Level 3 or above certification or ISO	Copy of the valid certificate from the accrediting agency.

	27001:2013 certification as on the date of submission of the bid.	
6.	The bidder should have minimum 50 fulltime resources with IT/ ITeS/ Software Development related skill set on its payroll as on 31 st March 2017.	A self -certified letter signed by the authorized signatory of the bidder.
7.	The bidder must have experience of executing one or more SI (System Integration) projects with any Government body(central or state) with minimum value of Rs. 2 crore during the last three years. The project should be system integration projects involving software implementation, manpower support etc.	Purchase order/ work orders/ milestone completion certificate/ experience certificate from the authorized signatories.
8.	The bidder should have experience of executing at least one project of 50 Lakh of Web Application Development in any of the central Govt./State Govt./ PSU's.	Experience certificate/ letter from the Authorized signatories/ related reports specifying the number of registered students as per the requirement.
9.	The bidder must have executed at least 3 Web Based Application Developed for any of clients, central Govt./ state Govt./UT Govt./Govt. undertaking/university/educational institutions/Govt. bodies/ PSU	Purchase order/ work order/milestone completion certificate/ experience certificate from the authorized signatories.
10.	The bidder must have obtained GIGW Compliance Certificate from STQC for at least one of its project of Web Based Application / Portal/ Website.	Copy of STQC Certificates
11.	The bidder must have experience in hosting its developed Portal / Website / Web Based Application in State Data Centre / Central Data Centre / Meity Empanelled Data Centres.	Document Proof
12.	The bidder must not have been black listed for fraudulent practices by any of its clients, central Govt./ state Govt./UT Govt./Govt. undertaking/university/educational institutions/Govt. bodies/ PSU, in India, as on the date of submission of the bid.	Self-certification signed by the authorized signatory, on the company letter head.

Note:

1. It is mandatory to submit the specified documents in support of the above eligibility, criteria and the company/ firm/agency is likely to be disqualified should it fail to provide any of the specified documents.

2. Similar projects: use of IT/ ITeS component to facilitate the process including but not limited to students admissions right from registration till admission

confirmation, Examination including students registration, examination assessment, online learning & examination, finance and account process through design, development/customization, implementation & support of application which includes application form submission, payment collection, updating status,/result and publishing of reports, dashboard etc. or any process automation in central Govt./state Govt./PSU/corporation/urban bodies covering end to end computer based student and faculty lifecycle, , finance and accounts automation etc.

3. Change in eligibility criteria: If any in the status of the bidder with reference to any of the eligibility criteria specified above, during the bid process till the award of the project, the bidder should immediately bring the same to the notice of NOU.

4. For the purpose of the criterion, the turnover of only the bidding entity will be considered. The turnover of any parent, subsidiary, associated or other related entity will not be considered. Project experience of the individual bidder's parent company or its subsidiary will not be considered.

5. The bidder should also submit an Authority letter or power of Attorney for the authorized signatory signing the bid documents on behalf of the bidder.

6. The technical bid should not content any price information.

5.3 Technical Evaluation

The proposal from the bidders will be evaluated based on evaluation parameters mentioned below.

Technical Evaluation Criteria

Sr. No.	Activities/Tasks-A	Max score
1.	Financial Capability: Average annual turnover for last three years FY 15-16, 16-17, 17-18 INR 15Crores (Marks 5)	10
	INR 15to 25 Crores (Marks 8)	
	INR >25 Crores (Marks 10)	
2.	Strength of Professionally qualified persons on their permanent roll. >50&<75(Marks 2) >76&<100(Marks 3) More than 100(Marks 5)	5
3.	Web Based Application / Portal/ Website implemented in 3 Govt. Universities/ educational boards/central Govt./ state Govt./UT Govt. in India out of which minimum 2universities /educational boards should be Affiliating Govt. University/ educational board (Marks 10)	15
	Web Based Application / Portal/ Website implemented in more than 3 and less than 5 Govt. universities/ educational boards/ central Govt./ state Govt./UT Govt. in India out of which minimum 5universities /educational boards should be Affiliating Govt. University/ educational board (Marks 15)	

4.	Web Based Application / Portal/ Website implemented in any Two Govt. Universities/ educational boards with which Max. Affiliated institutes/Study centers are > 25&< 50 (Marks 3)	10
	Web Based Application / Portal/ Website implemented in any Two Govt. Universities/ educational which Max. Affiliated institutes/Study centers are > 50 &< 100(Marks 5)	
	Web Based Application / Portal/ Website implemented in any Two Govt. Universities/ educational boards with which Max. Affiliated institutes/Study centers are > 100 &< 150 (Marks 7)	
	Web Based Application / Portal/ Website implemented in any Two Govt. Universities/ educational boards with which Max. Affiliated institutes/Study centers are > 150 &< 200 (Marks 10)	
5.	ISO 9001 – 2015 :- 3 marks ISO 27001 – 2013 :- 5 marks CMMi Level 3 or Above:- 7 marks	15
6.	The bidder must have experience in execute STQC certificates for Web Based Application / Portal/ Website. STQC Certificate >1 but 5 < :- 4 STQC Certificate >5 but 10 < :- 7 STQC Certificate >10:- 15	15
7.	Methodology to execute the work in terms of design, brief on software, tools, technology to be used for the development including the qualifications of the proposed personnel to be assigned for designing and implementation of Web Based Application / Portal/ Website	10
8.	Technical Presentation about the strategy/planning of execution of work/ work plan and understanding of scope of work , proposed technology to be used for the development, past experience etc.	20

Note: Technical Score less than 60% will not be considered for Commercial Bid.

1. University will assign points to the technically qualified bidders based on the technical evaluation criterion mentioned and approved by committee. The commercial bids of only technically qualified bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. The passing score in Technical evaluation is 60 out of Total 100 (Hundred) Marks in the above-mentioned criteria.

2. Bidder is required to submit necessary credentials/ documentary proof of Purchase Order /Agreement/ Completion Certificates, detailing Scope of Work, etc. or relevant documents in support each of above parameters.

Lack of Competition

1. If a situation arises where if after evaluation of bids, the tendering authority ends up with one responsive Bid only and in such situation, the tendering authority would check as to whether while floating the RFP all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the RFP would be re-floated after rectifying deficiencies.

2. The bid process shall be considered valid even if there is one responsive Bid after its tendering second call provided that:

- I. the Bid is technically qualified
- II. the price quoted by the bidder is assessed to be reasonable and appropriate
- III. the Bid is unconditional and complete in all respects
- IV. there are no obvious indicators of cartelization amongst bidders and
- V. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

5.4. Commercial Proposal

1. The bidders should necessarily give the Commercial Details in the format given in Annexure-5 of this RFP. The commercial proposals should be given in the prescribed format only and in accordance to the details and terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects). In case the selected bidder does not quote for or provision for any software/ any other expenses required to meet the requirements of the RFP, He shall be solely responsible for those and would be required to provide them, without any additional cost to NOU.

2. The bidder is accepted to price all the items and services sought in the RFP and proposed in the Technical proposal. The bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of his work and must cover the entire contract period.

3. NOU may seek clarifications from the bidder on the Technical Proposal. Any of the clarifications by the bidder on the technical proposal should not have any commercial implications. The commercial proposal submitted by the bidder should be inclusive of all the items in the Technical proposal and should incorporate all the clarifications provided by the bidder on the Technical proposal during the evaluation of the Technical offer.

4. The bidder should also provide the detailed break of the Tax/ Charges/which bidder would be submitting to Government against every Transaction separately with commercial bid.

5. The commercial proposal shall not contain any technical information.

Commercial Evaluation Criteria

The Bid Evaluation Committee will evaluate the Commercial bids received from the bidders, in specified format, as mentioned below:

The Price Score of the bidder will be calculated using the following formula:

$$\text{Price Score} = \frac{\text{L. P.}}{\text{O. P.}} * 100$$

Where

L.P. is the Lowest Price offer of the Technically Qualified Bidders

O.P. is the Offer Price of the bidder being evaluated

Overall Evaluation Criteria

The Bids received will be evaluated using Quality cum Cost Based Solution (QCBS), giving 70 percent weightage to the Technical Score and 30 percent weightage to the Price Score.

Total Score = (Technical Score x 0.70) + (Price Score x 0.30)

5.5 Bid Evaluation Process

Bid Evaluation Committee

The bid evaluation committee constituted by University shall evaluate the bids. This may involve the representations from field and/or other department's IT experts. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final.

Pre-Qualification Evaluation

Pre - qualification bid documentation shall be evaluated as under:

1. The evaluation committee will check if the bidder has deposited the EMD along with the Technical Proposal and the same are found to be in order.
2. The documentation furnished by the bidder will be examined prima facie to see if the bidder's capabilities, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.
3. University may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical faculties to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.

Technical Evaluation

1. The bidders' technical solution proposed in the bid document shall be evaluated as per the requirements specified in this RFP and adopting the evaluation criteria spelt out in this document.
2. The Bidders are required to submit all required documentation in support of the evaluation criteria specified as required for technical evaluation.
3. Each Technical Bid will be assessed for technical score on a scale of 1 (minimum) to 100 (maximum) points. Only the bidders, who score a total technical score of 60 (Sixty) or more, will qualify for the evaluation of their commercial bids.
4. The bidder with less than 60 score in technical evaluation will be treated as non-responsive. Each bidder has to present the technical bids to the evaluation committee for examination. The score will be computed for Score of 100.
5. The technical evaluation of the bid will be based on the bidder's response to the requirements as mentioned in the RFP, which will include the Technical Specifications mentioned in RFP.
6. Technical bids shall be examined by the bid evaluation committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.

Commercial Evaluation

1. Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.
2. Only the commercial bids of those bidders qualified in the technical evaluation shall be opened. Commercial bids of the non-responsive bidders will not be opened.
3. The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfill the mandatory eligibility criteria.
4. The Price Score of the bidder will be determined by the Committee, which will be used for overall evaluation.

Overall Evaluation using QCBS

1. Based on the Technical Score and Price Score obtained by the bidder, the Committee will calculate the Total Score of the Bidder.
2. Bidder scoring highest '**Total Score**' will be given highest priority and will be selected.
3. In case of tie, the bidder securing higher Technical Score would be given preference and will be selected.

Example

In this particular case of selection, the weightage of the technical bids and financial bids is kept as 70:30. Let in response to this Invitation for RFP, 3 proposals A, B and C are received and the technical evaluation committee awards them 75, 80 and 90 marks respectively. All the 3 proposals are found technically suitable and their financial proposals are opened. The bid evaluation committee examines the financial proposals and evaluates the quoted prices as follows:

Evaluated cost of the proposals

A. Rs 120

B. Rs 100

C. Rs 110

Use the Price score formula LP divided by OP, the committee gives them the following points for financial proposals:

A: $100 / 120 = 83$ points

B: $100 / 100 = 100$ points

C: $100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculates the combined and financial score as follows:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points.

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points.

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points.

The three proposals in the combined technical and financial evaluation will be ranked as follows:

Proposal A: 77.4 points: H3

Proposal B: 86 points: H2

Proposal C: 90.3 points: H1

Proposal C, at evaluated cost of Rs 110 is, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

While the above procedures lay down the overall guidelines, University reserves the right to select the Bidder based on other parameters at their discretion.

Financial Model and Payment Terms

1. The Financial Proposal shall be exclusive of all taxes, levies and statutory liabilities.
2. The charges as per the Annexure-5.

5.6 Validity of Proposal

The proposals shall be valid for a period of 180 days from the date of submission of bid. A proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, NOU may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.

5.7 Corrections / errors in Commercial Proposal

1. The bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figure will be entertained after the commercial proposals are received by NOU.
2. The quoted price shall be corrected for arithmetical errors.
3. In case of discrepancy between the price quoted in words and in figures, lower of the two shall be considered.
4. The amount stated in commercial proposal, adjusted in accordance with the above procedure and as stated in Annexure- 5 of this RFP, shall be considered as binding on the bidder for evaluation.

5.8 Price and Information

1. The bidder shall quote for this project as per the requirements of the RFP.
2. All the prices will be in Indian Rupees.
3. The bidder should quote the fee considering all costs including the costs for travel / stay, daily allowance or any other allowances with respect to their staff deployment for the execution of this project before or after the award of the contract.
4. The bidder should make provision for GST and any other levies, as applicable.

5. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in cost of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
6. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

5.9 Language

The proposal should be submitted by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interaction of the proposal, the English translation shall govern. If any documentary evidence for Experience is in other languages, a true translation of the copy, attested by Notary shall be enclosed.

5.10 Conditions under which RFP is issued

1. This RFP is not an offer and is issued with no commitment. NOU reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. NOU also reserves the right to disqualify any bidder should it be so necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall ultimately be determined by NOU.
3. No verbal conversations or agreements with any official, agent, or employee of NOU shall affect or modify any terms of this RFP and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of NOU shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by NOU to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than NOU.
4. Neither the bidder nor any of the bidder 's representatives shall have any claims whatsoever against NOU or any of their respective officials or employee arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
5. Until the contract is awarded and during the validity of the contract, bidders shall not, directly or indirectly, solicit any employee of NOU to leave the same or any other official involved in this RFP process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of NOU.

5.11 Right to the Content of the Proposal

All proposals and accompanying documentation of the technical proposal will become the property of NOU and will not be returned after opening of the technical proposals. NOU is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. NOU shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

5.12 Non- Conforming Proposal

A proposal may be construed as a non-conforming proposal and ineligible for consideration if:

- a. It does not comply with the requirements of this RFP.
- b. It does not follow the format requested in this RFP or does not appear to address the requirements as specified by the directorate.

5.13 Disqualification

The proposal is liable to be disqualified in the following cases or in case the bidder fails to meet the requirements as indicated in this RFP:

1. The proposal is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
2. During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
3. The bidder qualifies the proposal with own conditions.
4. The proposal is received in incomplete form, received after due date, not accompanied by all the requisite documents, not accompanied by the EMD or the bidder has quoted only for a part of the project.
5. The information submitted in technical proposal is found to misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
6. The commercial proposal is enclosed with the technical proposal.
7. The bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process.
8. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposal are withdrawn upon notice immediately.
9. The bidders fails to deposit the performance Bank guarantee or fails to inter into a contract within 15 days of the date of issue of Letter of Intent or within such extended period, as may be specified by the NOU.
10. Any bid received by NOU after the deadline for submission of bids shall be declared late and will be rejected, and returned unopened to the bidder at NOU's discretion.

11. While evaluating the proposals, if it comes to NOU's knowledge expressly or implied that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of five years from participation in any of the RFPs floated by NOU.

12. If the technical proposal contains any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

5.14 Acknowledgement of Understanding

By submitting the proposal, each bidder shall be deemed to acknowledge that he has carefully read all section of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

5.15 Site visit by Bidder

The bidder may visit the relevant section(s) at the university at any time to be agreed with NOU and obtain for itself all information related to any specific process. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing.

The cost of such visits to the University shall be at the bidder's own expense.

6. Bid opening and Evaluation process

6.1 Bid Evaluation Committee

1. NOU shall constitute a Bid Evaluation Committee to evaluate the responses of the bidders.

2. The Bid Evaluation Committee shall evaluate the responses to the RFP (Envelope A and Envelope B) and all supporting documents /documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

3. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

4. The Bid Evaluation Committee may ask for meetings with the bidders to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ Certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.

5. The Bid Evaluation Committee reserves the right to reject any or all proposals that entails the basis of any deviations.

6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

7. The Bid Evaluation Committee would submit its decision to the competent authority whose decision would be final and binding upon the bidders.

6.2 Overall Evaluation Process

1. At first Bidders shall be evaluated as per Pre-Qualification criteria mentioned at Section 5.2.
2. The bidders who fulfill all the Pre- Qualification criteria will qualify for further Technical Evaluation.
3. Amongst the bidders who are considered for Commercial Evaluation, the bidder scoring the highest composite score will be awarded the work at the discretion of NOU.
4. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof:
5. In case of a single bid, NOU reserves the right to accept or reject the bid on approval of competent authority at its discretion.

6.3 Evaluation — Prequalification

The eligibility criteria for only those bidders, whose Tender Fee & EMD is in order, shall be considered.

6.4 Evaluation — Technical

The evaluation of the technical proposals will be carried out in the following manner:

- (a) The bidders' technical proposal will be evaluated as per the requirements and evaluation criteria as spelt out in Section 5.3 of this RFP. The bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.
- (b) Proposal Presentations: The Bid Evaluation Committee may invite each qualified bidder to give a presentation.
- (c) Demonstration of Existing Similar Solution: The Bid Evaluation Committee may call for a demonstration of the similar solution implemented by the bidder.
Please note that such a demonstration will be called from each technically qualified bidder before opening of commercial proposal. In any case, in the event of any deviation from the factual information provided by the bidder in technical proposal, NOU can reject the bid and also ban the bidder from participation in any future tenders.
- (d) At any time during the Bid evaluation process, the committee may seek verbal / written clarifications from the bidders. The committee may also seek inputs from their professional and technical experts in the evaluation process.

- (e) The committee reserves the right to do a reference check of the past experience stated by the bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- (f) The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial proposals through a written communication.

Each proposal which qualifies in Envelope A shall be scrutinized further with Envelope B and evaluated accordingly, as per the following process and will be given a score.

6.5 Special Conditions for Evaluation

The successful bidder shall be the agency securing the highest composite score. However, in the event of two or more bidders securing exactly the same composite score, then NOU reserves the right to:

- a) Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as successful bidder, or
- b) Adopt any other method as decided by NOU.

6.6 Award Criteria

Post evaluation process indicated in Section 5.6 and 5.7 above, NOU will award the Contract to the bidder, who has the highest score as per the scoring scheme mentioned.

6.7 Right to accept any Proposal and to reject any or all Proposals

NOU reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for its action.

6.8 Notification Award

Prior to the expiration of the validity period, NOU will notify the successful bidder about the acceptance of the proposal, by issuance of a Letter of Intent in writing.

6.9 Contract Period

The validity of the period of the Contract will be for 7 years after University Automation software is made Live. NOU reserves the rights to extend this contract based on mutual consent for another five (5) years subject to successful implementation and result of performance delivery.

6.10 Signing of Contract

Contract will be signed as per RFP, after selection of bidder. NOU shall have the right to annul the award in case there is a delay of more than 15 days in signing of Contract from the date of issue of work order by NOU, for reasons attributable to the selected bidder.

6.11 Failure to agree with Terms and Conditions of this REP

Failure on the part of successful bidder, to agree with the terms & conditions of the RFP shall constitute sufficient grounds for the annulment of the award, resulting which NOU may call for new proposals and invoke the Performance Bank Guarantee.

6.12 Payment Terms

- (a) 60% of the payment of phase 1 will be released after successful completion of Design, Development, Coding & successful implementation of application, training of University officers/Staffs, Go live, completion certificate by the concerned department.
- (b) 40 % of the payment of phase 1 will be released after one year (01) of successful running of the system.

6.13 Performance Bank Guarantee

1. Performance Bank Guarantee is governed for services as follows-
 - a) The bidder shall provide the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of NOU.
 - b) The Earnest Money deposited at the time of bid submission would be returned to the bidder on payment of Performance Bank Guarantee.
2. The selected bidder shall deposit the Performance Bank Guarantee as follows:
 - a) The successful bidder shall at his own expense, deposit with NOU, a Performance Bank Guarantee as per details specified in Section 2.3 of this RFP document.
 - b) The Performance Bank Guarantee should be furnished within 15 Working Days from the date of issue of Letter of Intent.
 - c) The Performance Bank Guarantee may be discharged/returned by NOU upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
 - d) NOU shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:

(i) Any amount imposed as a penalty by NOU for irregularities Committed by the bidder.

(ii) Any amount which NOU becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.

(iii) Any payment/penalty made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

(iv) Any other outstanding amount.

e) Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by NOU failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favor of NOU.

7. Disclaimer

1. Nalanda Open University (NOU) has issued this Request for Proposal (referred as RFP) for selection of a vendor to Design, Develop/Customize, Implement & Maintain the University Automation System for the university and its various departments/sections on such terms and conditions as set out in this RFP document, including but not limited to the technical specifications set out in different parts of this RFP document.

2. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. This RFP document purport to contain all the information bidders may require.

3. NOU reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NOU also reserves the right to decline to discuss the project further with any party submitting a proposal.

4. No reimbursement cost of any type will be paid to persons or entity submitting a proposal. The bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NOU or any other costs incurred in connection with or relating to its bid.

5. The issue of this RFP does not imply that NOU is bound to select and pre-qualify bids for bid stage or to appoint the selected bidder, as the case may be, for the project and NOU reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
6. NOU may, in its absolute discretion but without being under any obligation to do so, update, amend, or supplement the information assessment or assumptions contained in this RFP.
7. NOU , its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness, or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of bidder for participation in the bidding process) towards any applicants or bidder or a third person, under any law, statute, rule, regulation or tort, principles of restitution or unjust enrichment or otherwise.
8. NOU also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP.
9. Interested parties, after careful review of all the clauses of this Request for Proposal, are encouraged to send their suggestions in writing to NOU. Such suggestions, after review by NOU, may be incorporated into this Request for Proposal as corrigendum, which shall be uploaded on the website.

Annexures

Annexure – 1: *Request for Clarification*

The bidders requiring specific points of clarification may communicate with NOU during the specified period using the following format:

BIDDER'S REQUEST FOR CLARIFICATION			
<<Name of Organization submitting query / request for clarification>>			
<<Full formal address of the Organization including phone, fax and email points of contact>>			Tel:
			Fax:
			Email:
S. No.	RFP Reference (Section No. / Page No.)	Content of RFP requiring clarification	Points of clarification required
1			
2			
3			
4			
5			
6			

Annexure – 2: Guidelines for preparation of Pre-Qualification Proposal

10. Annual Turnover Details of the Bidder

Sl. No.	Years	Turnover Details (in Rs.)
A	2017-2018	
B	2016-2017	
C	2015-2016	
Average Annual Turnover (A+B+C) / 3		

☐ Please include Audited Financial Statements / CA certificate specifying the same for each of the Financial Years mentioned above

Annexure - 3: Guidelines for Preparation of Technical Proposal

1. A printed covering letter, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. In case the bidder edits the content of the proposal covering letter; it will be treated as a non-responsive bid and shall be rejected.
2. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's technical solution meets the requirements specified in the RFP. The technical proposal should not contain any pricing information. In submitting additional information, the bidder should mark it as supplement to the required response.
3. The proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP shall be omitted. NOU will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
4. The bidder shall fill in the technical response as per the template provided Annexure - 4 failing which, the bid shall be treated as non-responsive and shall be rejected.

Annexure -- 4: Template for Technical Proposal
(To be submitted on the letterhead of the bidder)

To
The Registrar,
Nalanda Open University,
3rd Floor, BISCO MAUN Bhawan,
Patna- 800001

Date:

Ref. : RFP Notification number

Subject: *Submission of proposal in response to the RFP for selection of a vendor to Design, Develop/Customize, Implement & Maintain the University Automation System for Nalanda Open University, Patna.*

Dear Sir,

Having examined the RFP document, the undersigned, hereby submit the proposal in response to your RFP Notification number..... for selection of a vendor to Design, Develop/ Customize, Implement & Maintain the University Automation System.

We have read and understood the provisions of the RFP document and confirm its acceptance. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of opening of financial proposals.
2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this R.F P.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand that NOU is not bound to shortlist/accept our proposal.

Name of the Bidder

Signature:
Official Seal
Date:
Place:

Annexure – 5: Format for Commercial Proposal (Envelope B)

(To be submitted on letterhead of the bidder)

To
The Registrar,
Nalanda Open University,
3rd Floor, BISCO MAUN Bhawan,
Patna- 800001.

Subject: *Submission of proposal in response to the RFP for Appointment of an Agency to Design, Develop/Customize, Implement & Maintain an University Automation System of Nalanda Open University, Patna.*

Dear Sir,

We hereby offer the below quote for University Automation System to be implemented in Nalanda Open University, Patna. (As per Terms and Conditions as described in this RFP).

Sr.No.	Particulars	Price in Rs. (Price In Figure)	Price in Rs. (Price In Words)
1	Design, Develop/Customize, Implementation (Including Installation, Training, Retraining, warranty & maintenance for 3 years) for University Automation System (Phase-1) of Nalanda Open University		
2	Design, Develop/Customize, Implementation (Including Installation, Training, Retraining, warranty & maintenance for 3 years) for University Automation System (Phase-2) of Nalanda Open University		
	Grand Total Sl. No. 1 & 2		
3	Rate of Annual Maintenance after the expiry of free maintenance period of three years		

- Cost for University Automation System be included as per time schedule given for designing, implementation and management of different functional work items
- Cost for providing 2 years' service is included. Cost for training and retraining to NOU staff be included
- Financial quote should be inclusive of all taxes
- Cost for training to NOU staff be included
- Cost for on-site support should be included
- No other costs will be paid to the bidder, apart from the ones mentioned above.
- The financial quote should be in Indian Rupee and all the Payments will be made in Indian Rupee only

Yours faithfully,
Authorized signatory:
Name & Designation:
Date:
Seal:
Business Address:

Annexure 6: Formats for Performance Bank Guarantee

Whereas(hereinafter called = the Respondent') has submitted its proposal dated.....in response to the RFP for selection of a vendor to Design, Develop/Customize, Implement & Maintain an University Automation System of Nalanda Open University, Patna.

KNOW ALL by these Presents that WE.....ofHaving our registered office at (Hereinafter called —the Bank|) are bound unto the Nalanda Open University, Patna(called-NOU) in the sum of.....for which payment well and truly to be made to the said , the Bank binds itself , its successors and assigns by these present.

Sealed with the Common Seal of the said Bank this.....day of.....2019.

The conditions of these obligations are:

- In the event of the successful bidder being unable to service the contract whatsoever reason, NOU would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NOU under the contract in the matter, the proceeds of the PBG shall be payable to the NOU as compensation for any loss resulting from the Respondent's failure to complete its obligations under the contract. NOU shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.
- NOU shall also be entitled to make recoveries from the Respondent's bills, Performance Bank Guarantee, or from any other amount due to him , the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- We undertake to pay to NOU having up to the above amount upon receipt of its first written demand, without NOU having to substantiate its demand, provided that in its demand the NOU will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including....., and any demand in respect thereof should reach the Bank not later than the above date.

Name of the Bidder

Signature:

Official Seal

Date:

Place:

Annexure 7: Power of Attorney

Know by all men by these presents, we _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____

As our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal to Design, Develop/Customize, Implement & Maintain the University Automation System, Nalanda Open University, Patna including signing and submission of all documents and providing information / responses to the NOU, representing us in all matters before NOU and generally dealing with the university in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs. 100/- stamp paper.

Annexure 8: Declaration of Data Security

To

Date:

The Registrar
Nalanda Open University,
3rdFloor, Biscomaun Bhawan
Patna- 800001

Dear sir,

We..... Who are established and reputable bidder having office at..... Do hereby certify that NOU shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the university premises on any media. The original input data supplied to us by NOU and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of NOU. We shall abide by all security and general instructions issued by the university from time to time.

We also agree that any data from our computer system will be deleted in the presence of NOU officials after completion of the project task.

Thanking you,

Yours faithfully,

Name of the Bidder

Signature:
Official Seal
Date:
Place:

Annexure 9: Format for Project Citation

S. No.	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details with address and Contact Numbers		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the pre-qualification criteria and technical bid evaluation. The bidder should also attach all supporting documents for the citations provided herein.

Name of the Bidder

Signature:
Official Seal
Date:
Place: