

**Pre-bid EoI for Selection of Consortium Partner  
for Design, Build & Operate of an University  
Management Information System (UMIS) for  
Bihar Based Client”**

**EOI No.- TCIL/OPR/106/2026**

**Date of Issue: - 12-05-2026**

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**SECTION-1****EXPRESSION OF INTEREST (EOI)**

EOIs are invited from all eligible bidders for Pre-bid EOI for Selection of Consortium Partner for “**Design, Build & Operate of an University Management Information System (UMIS) for Bihar Based Client**” against client’s **Tender No.- 005/Exam/1312/AKU/2024-2323; dated 29-04-2026.**

Copy of RFP can be downloaded through the website <https://akubihar.ac.in/>

Telecommunications Consultants India Ltd. (TCIL) is a Govt. of India Enterprise, under Department of Telecommunications, Ministry of Communications. It was set up in 1978 to share Indian experience and expertise with developing countries and to assist bulk users of telecom services in setting up dedicated telecom networks.

TCIL has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom Software, Switching and Transmission Systems, Cellular Services, Rural Telecommunications, Optical Fiber based Backbone Transmission Systems etc. TCIL has diversified its operation and has been executing projects in the field of Civil Infrastructure, Architecture and Power, Rural Roads and Civil Construction. TCIL has been executing projects in the latest technologies like FTTH, VOIP, IPTV etc.

TCIL intends to participate in this “**Design, Build & Operate of an University Management Information System (UMIS) for a period of Five (5) Years for Aryabhatta Knowledge University (AKU)**” by Aryabhatta Knowledge University (AKU), Patna, Bihar against Request for Proposal (RFP)/ Tender Number: - 005/Exam/1312/AKU/2024-2323; **dated 29-04-2026.** This EOI is floated for selection of back-end partner ready to work in the above project for TCIL on exclusive basis.

Submission of Online Bids is mandatory for this EOI. Prospective bidders need to submit their bids with the most competitive Techno-commercial offer for the aforesaid work. EOI document is available on TCIL website (<https://www.tcil.net.in/nit.php>) & GePNIC portal (<https://www.etenders.gov.in>). The important dates are as given below:

**1.1 IMPORTANT DATES**

Date of posting of EOI:	12/05/2026
Last date & time for seeking clarification, if any:	NA
Start date & time for Online submission of Bids:	12/05/2026, 1800 Hrs
Last date & time for Online submission of Bids:	19/05/2026, 1500 Hrs
Online Opening of Technical Bid (Part-I):	19/05/2026, 1800 Hrs
Online Opening of Financial Bid (Part-II):	To be notified later

Bids shall be submitted on GePNIC Portal (<https://www.etenders.gov.in>). Bidders are advised to visit GePNIC portal (<https://www.etenders.gov.in>) and/or TCIL website regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support on Toll Free Help Desk Number- 1800 3070 2232 for requisite queries regarding registration, training, demonstration, minimum system requirements etc. of Government e-Procurement System of NIC (GePNIC).

**1.2 ELIGIBILITY CRITERIA**

- a) (i) In procurement of all goods, services or works in respect of which the nodal ministry/ department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the order shall be eligible to bid as per extant order of DPIIT.
- (ii) Only Class-I and Class-II local supplier, as defined under the extant order of DPIIT, shall be eligible to bid in procurement undertaken by procuring entity, except when global tender enquiry has been issued.

*Mandatory Undertaking against the Make in India Policy to be submitted by the bidders and OEMs*

*along with calculation of local content (Section-10) for submission in TCIL's bid against client's tender.*

The Public Procurement (Preference to Make in India) Order by DPIIT may be checked at: <https://dpiit.gov.in/public-procurement-dpiit>.

- b) The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship / Partnership Firm / Government Societies. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted.
- c) The bidder shall fulfill the following financial criteria:
- i. Average Annual Financial Turnover during the last 3 financial years i.e. FY 2022-23, 2023-24, 2024-25, ending 31st March of the previous financial year should be at least **INR 2.54 Cr [INR 2.12 Cr for Micro and Small Enterprises (MSEs) & Startups]**
  - ii. Net worth should be positive as on 31<sup>st</sup> March of last Financial Year i.e. 2024-25.
  - iii. The bidder should have Profit Before Tax (PBT) in two out of the last three financial years i.e. FY 2022-23, 2023-24, 2024-25.

- d) Experience of having successfully completed similar works/supplies during the last 7 years from the date of bid submission should be either of the following:

One similar work costing not less than Rs. 3.39 Cr (Rs. 2.96 Cr for MSEs & Startups) (excluding taxes), in last 7 years.

OR

Two similar works each costing not less than Rs. 2.54 Cr (Rs. 2.12 Cr for MSEs & Startups) (excluding taxes), in last 7 years.

Note: "Project Completion period is Completion Period of Client Project i.e., the period from date of issue of LOI to completion of Supply, Installation, Testing, Commissioning and Acceptance Testing of the system."

'Similar work' implies "Design, implementation, and operation of large-scale ERP / University Management / Education / e-Governance systems / IT / ITES." One Similar Work means a Single Work/Purchase Order of value as given in this clause above.

The bidder should submit supporting documents i.e., completion certificates, work orders or client references as evidences of relevant experience.

- e) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid. *In case GST registration is not available, the bidder shall give undertaking that it will get registered before start of work, if work is awarded to them.*
- f) **Manufacturers Authorization Certificate (MAF)**  
The bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this EOI in the name of TCIL. *In case of unavailability of MAF at the time of EOI response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.*
- g) The bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./ State Govt./ PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.

h) The bidder shall submit the undertaking for the following requirements:

i. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.

ii. The bidder shall undertake that:

“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we (in case of Consortium all the Consortium Partners) are not from such a country *or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we (in case of Consortium all the Consortium Partners) fulfill all requirements in this regard and are eligible to be considered.”

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

*This undertaking shall be submitted from the OEM for submission in TCIL's bid against the client's tender. In case of unavailability of this undertaking at the time of EOI response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.*

iii. Vendors whose Purchase Order(s) for any Project of TCIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years are not eligible to participate in this EOI. The bidder shall submit the undertaking that they are not such a vendor.

iv. It is a mandatory requirement that the bidder shall provide formally certified skilled workforce or commitment to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the bidder. This is in compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022. The bidder shall provide undertaking to this effect.

v. The bidder should give an undertaking that all the documents/ certificates/ information submitted by them against this EOI are genuine.

*In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period up to 2 years.*

vi. LABOUR LAWS (wherever applicable): The bidder shall comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.

vii. A statement showing clause-by-clause compliance to all terms & conditions of all the sections of this EOI as well as client's tender (which forms part of this EOI), shall be submitted by the bidder. Alternatively, the bidder may submit No-Deviation Certificate against TCIL's EOI and Client's tender. Compliance of OEM products to be submitted from the OEM.

- i) The bidder needs to submit un-priced BOQ along with their technical bid.
- j) Proof of PF registration to be submitted by the bidder.
- k) The bidder should have a local office where work is to be executed (address proof to be submitted). *Otherwise, an undertaking stating that a local office shall be opened after award of work shall be submitted by the bidder.*
- l) Bid by Consortium is not allowed.
- m) Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements are not mentioned in the datasheet, OEM compliance shall be submitted.
- n) The bidder shall submit a self-declaration affidavit confirming that:
- i. The bidder has not been blacklisted, debarred, or suspended by any Central Government, State Government, PSU, statutory authority, or autonomous body as on the date of bid submission; and
  - ii. There is no ongoing litigation or legal proceeding that may materially impact the bidder's ability to perform the obligations under this contract.
- 1.3** The Client's tender No.- 005/Exam/1312/AKU/2024-2323; **dated** 29-04-2026, along with its amendments, forms an integral part of this EOI.

#### **1.4 BID SECURITY (EARNEST MONEY DEPOSIT)**

*EMD amount shall be **Rs. 5,00,000**.*

EMD amount can be submitted in the form of

- Demand Draft (DD) drawn in favour of "Telecommunications Consultants India Limited" payable at New Delhi, or
- Fixed Deposit Receipt (FDR), or
- Bankers Cheque, or
- Electronic transfer (details given in Clause-1.6), or
- Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform, or
- Insurance Surety Bond in the prescribed format.  
(BG and Insurance Surety Bond formats given in Section-8).

**The validity period of Bid Security / EMD (in any form) should be 210 days.**

Details of beneficiary for issue of BG under SFMS Platform is as below:

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007

#### **1.5 TENDER FEES**

Tender Fees shall be **NIL**.

## 1.6 BANK DETAILS FOR PAYMENT OF EMD / TENDER FEES

Tender Fees/ EMD can also be paid through the following prescribed electronic modes of payment (UTR No. is to be provided by bidder in the technical online bid):

- a. Debit card powered by RuPay
- b. Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – **tcil80@ICICI**
- c. Unified Payment Interface (UPI) Quick Response Code: As below.



- d. Bank details for NEFT:

Name of Beneficiary	Name	Telecommunications Consultants India Limited
	Account No.	TCIL58DCCS
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	IFS Code	ICIC0000106

## 1.7 NOTES FOR EMD AND TENDER FEES EXEMPTION

- a) Micro & Small Enterprises (MSEs) (for ‘Goods’ and ‘Services’ tenders only) and Start-up Enterprises are exempted from the payment of EMD & Tender Fees.
- b) To avail benefits prescribed in the tender for Start-up Enterprises, the bidder shall submit their registration certificate issued by DIPP/DPIIT. Non-submission of requisite proof shall be treated as non-Start-up Enterprise bid.
- c) To avail benefits prescribed in the tender for Micro & Small Enterprises (MSEs), the bidder shall submit Udyam Certificate for item/services (mentioned in this EOI) along with a certificate from their Statutory Auditors certifying the amount of investment in plant and machinery by Micro and Small Enterprise in accordance with provisions of MSMED Act 2006 to be read with notifications No SO 2119(E) dated 26.06.2020. Non-submission of requisite proof and certificate from statutory auditors shall be treated as non-MSE bid.
- d) Traders/ resellers / distributors/ authorized agents will not be considered for availing benefits under MSME Act 2006 and PPP Policy 2012, as per MSE guidelines issued by MoMSME.
- e) MSEs who are manufacturer of Goods/ Items and provider of Services, need to ensure that ALL delivered Goods/items and Services of the EOI are listed in their Udyam certificate. Partial listing of Goods/Services in the certificate shall render MSEs ineligible for benefits.
- f) The bids submitted without bid security/tender fees or inadequate bid security/tender fees will be rejected. No interest shall be payable on bid security amount.
- g) If bid security/ tender fees are submitted as BG/DD, it should reach the office of Tender Issuing/ Accepting Authority within the last date & time stipulated for bid submission in the tender.
- h) The EMD of unsuccessful bidder shall be returned as promptly as possible, but not later than 30 days after expiry of the bid validity period.
- i) The Bid Security may be forfeited if:
  - (i) If the bidder withdraws its bid during the period of bid validity or
  - (ii) Fails or refuses to execute the contract, if required; or
  - (iii) The successful bidder fails to submit performance security within the prescribed time; or
  - (iv) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

## 1.8 EVALUATION

- a) TCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only.
- b) A bid determined as substantially non-responsive technically/ financially shall be rejected, even after opening the price bid.
- c) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- d) Among all technically qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from Price Bid Schedule. The Purchase Preference shall be given as per Purchase Preference defined in this EOI.
- e) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- f) NPV BASED EVALUATION CRITERIA:
  - 1) Applicable for works/ tenders where scope of work includes CAPEX and OPEX (O&M/AMC) or only OPEX, and where OPEX activity is spread over a period of two or more years.
  - 2) Bids shall be evaluated on the basis of the lowest NPV (Net Present Value) without taxes.
  - 3) Total cost shall be CAPEX+NPV of O&M/ AMC.
  - 4) The discounting rate of 10% per annum shall be used for calculating NPV.

## 1.9 VALIDITY PERIOD OF BID

Bid shall remain valid for **210** days, after the date of bid opening. The bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity if same is extended by end client and accordingly, the bid security shall also be suitably extended by the bidder.

## 1.10 INTEGRITY PACT (IP) PROGRAMME

- a) As a part of implementation of Integrity Pact Programme (IPP) in TCIL, all tenders with the estimate value equal to or exceeding the threshold value will be covered under the Integrity Pact Programme (IPP) and the vendors are required to sign the IP document and submit the same to TCIL before or along with the bids. Even in case of tenders with the estimated value less than the threshold value, the vendors would be required to sign the IP document if the total value of the Purchase Orders (POs) exceeds the threshold value in respect of:
  - Multiple/repeat POs on the single vendors against a tender.
  - POs placed on multiple vendors against a tender.

Latest IP document is available at TCIL website ([www.tcil.net.in](http://www.tcil.net.in))

Link- [https://www.tcil.net.in/integrity\\_pact.php](https://www.tcil.net.in/integrity_pact.php).

- b) Only those vendors who have signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs).

NAME OF IEMs WITH THEIR CONTACT DETAILS:

- i) Shri Anil Kumar Shrivastava, Independent External Monitor; Email ID: [anilifs86@gmail.com](mailto:anilifs86@gmail.com)
- ii) Shri Harishwar Dayal, Independent External Monitor; E mail ID: [dayalagra@gmail.com](mailto:dayalagra@gmail.com)

- c) If the Order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- d) In respect of tenders for Pre-bid tie up/Expression of Interest (EOI): In case of TCIL getting the Order from the client, before placement of Purchase Order/Work Order on technically & commercially qualified vendor, the selected vendor is required to sign the IP document.

- e) IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/tender name shall be clearly mentioned. All pages of the IP document shall be initialed by both parties along with company seal.
- f) Tender received without a signed & stamped copy of the Integrity Pact document will be liable to be rejected, and the bidder himself will be responsible for that.
- g) This EOI is covered under the Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids.
- h) The integrity Pact Agreement duly signed and stamped by Authorized Signatory & Witnesses has to be submitted in physical form at the time of bid submission. In case of consortium bid, the lead partner shall sign as authorized signatory and the consortium partner as witness.
- i) EOI received without a signed copy of the Integrity Pact document will be liable to be rejected.
- j) In case of Joint Venture, all partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- k) Mediation Clause : In the event of any dispute between management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, the dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case the dispute remains unresolved even after mediation by panel of IEMs, the organization may take further action as per terms and conditions of the contract.

### 1.11 SIGNING OF NON-DISCLOSURE AGREEMENT (NDA)- NOT APPLICABLE

~~Bidders interested to participate in an EOI, where client requires signing of NDA, then bidder also have to sign an NDA with TCIL on a non-judicial stamp paper of Rs. 100, and the required EOI document fee has to be deposited to TCIL. In case the bid is to be submitted by a consortium, NDA should be signed by each partner of the consortium. Participation without compliance to the above shall be invalid and such bids will not be considered by TCIL.~~

### 1.12 AUTHORIZATION LETTER / BOARD RESOLUTION

The bidders need to submit board resolution along with authorization letter in Online mode authorizing the signatory to act on behalf of the bidder. The authorized person should be either authorized by Board or an employee authorized by one of the following persons who has the Board Resolution to delegate authorization to other:

1. Managing Director
2. Chief Executive Officer
3. The Manager
4. Company Secretary
5. Whole-time director
6. Chief Financial Officer

The bidder should ensure that the Digital Signature used for uploading the tender document in e-tender portal should be of the authorized signatory.

### 1.13 MOU/ AGREEMENT

The selected bidder will have to sign a MoU with TCIL before TCIL submits bid to the end client.

The template of Pre-bid MoU documents [(1) with consortium, and (2) without consortium] are enclosed in Section-17.

### 1.14 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that TCIL may verify authenticity of all the documents/ certificates/ information submitted by them against the EOI. If it is established at any stage of the process that bidder has submitted forged documents/ certificates/ information towards fulfillment of any of the EOI/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract

and forfeit Bid Security/ Performance Security submitted by the bidder, and debar them from participation in future tenders of TCIL for a period up to 2 years.

### **1.15 CLARIFICATION FROM BIDDERS**

Queries may be asked from bidders for submitting shortfall documents, which will have to be submitted by the bidder within specified date and time. Also, each document submitted against such queries should be signed by the authorized bid signing authority (Clause-1.10) , without which the documents will not be accepted as valid.

### **1.16 REGISTRATION OF MSE VENDORS**

All MSE bidders may be registered on TReDS platform (<http://www.rxil.in>) and MSME-SAMADHAAN portal. Participating MSE bidders shall submit an undertaking regarding the same.

**1.17** The bidder must ensure that their bid is complete in all respects and conforms to EOI terms and conditions, EOI specifications etc. including client specifications, failing which the bids are liable to be rejected without seeking any clarifications on any exception/ deviation taken by the bidder in their bid.

**1.18** TCIL reserves the right to accept or reject any or all the EOIs without assigning any reason.

**1.19** The vendor shall provide its GeM Seller id to TCIL when asked for the same, before award of contract (not applicable for “works” contract or non-Indian vendor).

### **1.20 CONTACT INFORMATION**

**Project Division:** Prashant Kumar Singh,  
DGM (DC&CS-IT)  
Telephone: 011 2620 2540  
e-mail: prashant.singh@tcil.net.in

**END OF SECTION-1**

**SECTION-2****GENERAL CONDITIONS OF CONTRACT****2.1 FINANCING OF TRADE RECEIVABLES OF MSE'S THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM**

- a) Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on TCIL's credit rating by discounting MSE's trade receivables through an auction mechanism where multiple financiers can participate and bid, TCIL registered itself on TReDS platform with M/s RXIL.
- b) Micro and Small Enterprise (MSE) bidders / vendors can avail this benefit by registering themselves with M/s RXIL providing e-discounting/electronic factoring services on its TReDS platform and following the procedures defined therein.
- c) All costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Bidders / Vendor.
- d) MSE Bidders / Vendor hereby agrees to indemnify, hold harmless and keep TCIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the RXIL's TReDS Platform or from the use of Services or from the TCIL's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- e) TCIL shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using facilities on RXIL's TReDS platform.

**2.2 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES  
(Price Preference to MSEs shall be extended as per GoI guidelines applicable as issued from time to time).**

- a) If items mentioned in EOI are **non-splittable/ non-dividable** and L1 is non-MSE bidder:
  - i) If a MSE bidder is within L1+15% price range, the complete purchase/ work order shall be given to MSE bidder subject to their matching the L1 price.
  - ii) If no MSE bidder is within L1+15% price range, then complete purchase/ work order shall be given to the L1 bidder.
- b) If items mentioned in EOI are **splittable/ dividable** and MSE is neither L1 nor within L1+15%, the purchase/ work order shall be given to the L1 bidder.
- c) If the items mentioned in EOI are **splittable/ dividable** and MSE is not L1 but within L1+15%, 25% of total procurement shall be made from MSE, subject to their matching the L1 price. In case more than one MSEs are within L1+15% range, procurement will be shared equally among such MSEs, subject to their matching of L1 price, with a minimum 4% procurement from SC/ST MSEs. In event of failure of SC/ST MSEs to match L1 price or no SC/ST MSEs in L1+15%, then this 4% sub-target shall be met from other MSEs. Similarly, minimum 3% reservation within above mentioned 25% reservation shall be applicable for MSEs owned by women entrepreneurs.

**2.3 PURCHASE PREFERENCE: MAKE IN INDIA  
(Purchase Preference to as per GOI's Make in India guidelines applicable as issued from time to time.)**

- a) Minimum local content: (As per Govt Guidelines)
- b) Margin of purchase preference: 20%
- c) Subject to the provisions of this order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order. Purchase preference shall be given to Class –I local

supplier in procurements undertaken by procuring entities in the manner as specified in the extant DPIIT order.

- d) 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.
- e) Verification of local content:
  - i. In cases of procurement for value less than Rs. 10 crores, the local supplier (Class-I and Class-II), at the time of bidding, shall submit a self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - ii. In cases of procurement for value in excess of Rs. 10 crores, the local supplier (Class-I & Class-II) shall be required to provide a certificate from statutory auditor or cost auditor of company (in case of companies) or from practicing cost accountant or chartered accountant (in respect of suppliers other than companies) giving percentage of local content in addition to self-certification at point (i).

#### 2.4 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

The bidder shall offer and supply only those product(s)/ goods/ equipment(s)/ software(s) under this EOI/ contract which are in compliance with Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD dated 23-07-2020 (as amended from time to time). (ref: <https://dpiit.gov.in/policy-guidelines-andforms> )

##### 2.4.1 PROCUREMENT OF PRODUCTS FROM TRUSTED SOURCES

If the supplied product(s) under this EOI/ contract is/are to be connected with Telecommunication Network, then such product(s)/ goods/ equipment(s)/ software(s) shall be only from Trusted Sources (Unified License for procurement of telecommunication equipment) (as amended from time to time). (ref: <https://dot.gov.in/unified-licencing>)

- 2.4.2 Bidder who is found violating these directions/ guidelines of Govt. of India or any other guidelines in this regard shall be liable to face action from TCIL, which may include non-award of work, cancellation of contract, rejection of goods supplied, getting the work done at risk & cost of the bidder, forfeiting the Performance Security, banning for future work for a period up to **five (5) years** or any other action as deemed fit.

#### 2.5 RISK PURCHASE

- a) In case, the sub-contractor/ Supplier is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of non-performance by a particular date/period, the contract shall be terminated and the work/project will be executed (through a third party) at the risk and cost of the said sub-contractor/ supplier as per the terms of the contract.
- b) On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the sub-contractor/supplier. Along with this notice of termination, intimation shall be sent to the said sub-contractor/supplier for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the sub-contractor/supplier fails to turn up on an appointed date for joint preparation of inventory, in that situation he shall be proceeded ex parte and the inventory shall be prepared by TCIL/Employer and the same be sent to the sub-contractor/supplier.
- c) Further at the time of award of work to another sub-contractor/ Supplier, if the work is awarded at an additional cost than the original sub-contractor/ Supplier, another notice may be issued to the original sub-contractor/ Supplier specifying that the work has been awarded to another agency at the additional cost of such and such amount, and he is liable to pay that amount to TCIL.

- d) Demand notices may be sent to the original sub-contractor / supplier from time to time.

## 2.6 GENERAL LIEN / SET-OFF

- a) Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at any time thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.
- b) Any some of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

## 2.7 REPEAT / ADD-ON ORDER

- a) In exceptional situation where the requirement is of an emergent nature, the purchaser reserves the right to place repeat order up to 50% of the value of goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning/commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- b) Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

## 2.8 PURCHASERS RIGHT TO VARY QUANTITIES

TCIL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

## 2.9 FORCE MAJEURE

The supplier shall be exempted from the responsibility for any non-performance arising from a case of force majeure or act of God, hereinafter called force majeure (a) war and (b) earthquake. If such circumstances should arise, the supplier shall inform the purchaser within 72 hours in writing of the existence of the fact before suspending work without penalty on either side from the period of such suspension not exceeding 3 months. Likewise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the supplier shall restart or continue the fulfillment of its obligations agreed upon. Should suspension of work as explained above exceed three months, the contract shall be violable at the option of either party without penalty on either side.

## 2.10 DISPUTE RESOLUTION

- 1) The parties to this agreement/contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU through a "Conciliation and Settlement Mechanism

- (CSM)” and the detailed guidelines/procedure for such CSM is annexed hereto as **Annexure-A**. That it is understood and agreed between the parties that the CSM annexed as **Annexure-A** with the present agreement forms and shall be treated as part and parcel of the present agreement.
- 2) In cases, wherein the contract value/price is less than or equal to Rs. 5 crore (Rupees Five Crore) and the parties fail to resolve such disputes through the conciliation proceedings as provided in sub-clause ‘1’ above, then and only then, the dispute shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre (“IIAC”) in accordance with the India International Centre (Conduct of Arbitration) Regulations (“IIAC Regulations”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.. The place/seat of the arbitration proceedings shall be New Delhi, India and the language of the arbitration shall be English. The Tribunal shall consist of one Arbitrator. The Law governing the Arbitration agreement as well as the contract shall be Indian Law.
  - 3) For all the contracts other than those mentioned in sub-clause ‘2’ above, the matter shall not be referred to arbitration at all and such disputes, on failure of conciliation proceedings in sub-clause ‘1’ above, shall be resolved under the mechanism provided by the State in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.
  - 4) The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
  - 5) The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under the above clauses.

For Public Sector Undertaking / Government Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Center Enterprise (CPSEs)/Port Trusts inter se and also between CPSEs and Govt. Depts/ organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Dept), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 8<sup>th</sup> December 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

## 2.11 FALL CLAUSE

- a) The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract
  - I. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service
  - And/or
  - II. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension/during rate contract, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.
- b) The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as “We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

In case undertaking as in (b) above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

## 2.12 OFFLINE DOCUMENTS

The bidder should submit all the bid documents online as indicated in the Tender/ EOI schedule. The bidder shall mention the online transaction details (UTR No.) if the Tender Fees/ EMD is paid through online mode. However, if the Tender fees/ EMD is submitted through any other mode (DD/ BG/ FDR/ Insurance Surety Bond etc.), the same shall be submitted in offline mode at the address given below:

*(TCIL Bhawan, Greater Kailash-1, New Delhi-110048)*

## 2.13 BANNING OF NON-PERFORMING VENDOR

In case any of the vendor's work/PO/agreement is cancelled/terminated by TCIL after award, due to non-performance, the vendor may be banned/blacklisted up to 2 years or action as deemed fit may be taken by TCIL.

## 2.14 AMENDMENT TO BID DOCUMENTS

- a) At any time, prior to the date of submission of bids, TCIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments, which shall be available on TCIL Website and the e-tendering portal.
- b) In order to give the required time to the prospective bidders, in which to take the amendments into action in preparing their bid, TCIL may at its discretion extend the deadline for submission of bid suitably.

## 2.15 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by TCIL). If the bidder has mentioned "at actual", "extra", "to be given later" etc. or left blank against the prices of any of the line items of the price BoQ, then the charges for the such items shall be considered as "Zero" and the same shall be a binding on the bidder.

## 2.16 MODIFICATION AND WITHDRAWAL OF BIDS

- a) Bid withdrawal/modification shall not be allowed after end date and time of bid submission.
- b) Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender or as extended, may result in the forfeiture of the bid security. Such defaulting bidder is liable to be debarred from participating in future bids for a period of up to 2 years.

## 2.17 CLARIFICATION OF BIDS

During evaluation of bids, TCIL may at its discretion ask the bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

## 2.18 PURCHASER'S RIGHT TO SEEK QUOTES DIRECTLY FROM OEM

During the EOI/ tender process, TCIL may seek rates directly from OEM(s) or its representative/ distributor for partially or all items of BOQ under this EOI/ NIT.

In addition to seeking rates, TCIL reserves right to place direct purchase order(s) on OEM(s) or its authorized representative(s) / distributor(s) for partially or all items of BOQ under this EOI/ NIT.

## 2.19 TERMINATION FOR DEFAULT

- a) TCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
- if the supplier fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by TCIL.
  - if the supplier fails to perform any other obligation(s) under the contract;
  - if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as TCIL may authorize in writing) after receipt of the default notice from TCIL.
  - Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.
- b) In the event TCIL terminates the contract in whole or in part pursuant to above clause, TCIL may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to TCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.

## 2.20 TERMINATION FOR INSOLVENCY

TCIL may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TCIL.

- 2.21 If at any time, any wrong information/ document related with eligibility of the bidder or non-compliance to any terms and conditions of tender comes to the knowledge of TCIL, then TCIL reserves the right to cancel or reject the bid of such bidder or cancel the EOI/ tender or take any other action as deemed fit in accordance with EOI/ tender terms and conditions.

## 2.22 ADDITIONAL CLAUSES FOR DEBARMENT

- A. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **three (3) years** if he has been convicted of an offence as under:
- a) under the Prevention of Corruption Act, 1988; or
  - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- B. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding two (2) years if the following code of integrity as per rule 175 of GFRs 2017, is breached:
1. prohibition of
    - a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
    - b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
    - c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

- d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g) Obstruction of any investigation or auditing of a procurement process.
  - h) making false declaration or providing false information for participation in a tender process or to secure a contract;
2. disclosure of conflict of interest.
  3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (1) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- C. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding two (2) years if the following is breached:
- (i) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
  - (ii) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Security in accordance with the terms and conditions (including timelines for furnishing Performance Security ) of this tender.
  - (iii) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- D. The debarment in all cases shall be automatically extended to all its allied firms. In case a Joint ventures/ Consortium is debarred, all partners shall also stands debarred for a period specified in debarment order. The names of partners should be clearly specified in the debarment order.

## 2.23 RIGHT TO NEGOTIATION (IN EXCEPTIONAL CASES)

In the event that the critical parameters specified in the contract are altered by the client, thereby potentially impacting the financial outcome/structure of the project, TCIL reserves the right to renegotiate parameters viz. the rates, quantity etc. with the selected vendor. Such negotiations will be undertaken to ensure that the revised terms remain in the financial interest of TCIL. The selected vendor is expected to cooperate in good faith to arrive at mutually agreeable revised parameters viz. rates & quantity aligned with the changed quantities or parameters.”

**END OF SECTION-2**

**SECTION – 3****SPECIAL CONDITIONS OF CONTRACT**

*(In case clauses/ sub-clauses have any difference mentioned in this EOI/ tender at different places, the conditions mentioned in Section-3 shall prevail. The terms and conditions of Section-3 shall be on back to-back basis based on client's tender)*

**3.1 PAYMENT TERMS**

Back-to-Back basis (As per Client's Tender Terms and conditions) i.e., payment shall be released only when received from the client except advance payment.

**Notes:**

- i) The bidder shall be bound by the payment terms as per client's tender as specifically mentioned in this EOI/ tender. No relaxation or benefit shall be extended to MSEs in payment as per GoI guidelines if not being in-house procurement of TCIL.
- ii) Payment to the vendor/supplier/partner upon its submitting all required documents showing completion of work as well as the tentative invoice, shall be on a back-to-back basis with the client, i.e. only on client finally certifying, accepting and making payment of the said work done by the vendor/supplier/partner as forwarded by TCIL to the Client, such vendor/supplier/partner shall become eligible for payment. As the work is being executed through vendor/supplier/partner by TCIL, on behalf of the client, the vendor/supplier/partner's eligibility for receiving payment from TCIL shall depend solely upon acceptance of the work, certification of the bill and payment of the certified bill by the client. Entitlement of the vendor/supplier/partner for payment from TCIL regarding the bill raised by it in respect of a particular work would arise within a reasonable time of 15 working days upon receipt of above payments after statutory and contractual deductions by the client and TCIL. Such payments shall also be subject to contractual requirements/payment terms between client and TCIL to which the vendor/supplier/partner shall also be bound. However, in the event client certifies the work for lesser amount, the entitlement of vendor/supplier/partner of TCIL would be only for the certified value of work by the client minus the statutory and contractual deductions as per contract of vendor/supplier/partner with TCIL.  
TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client, however, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle the vendor/supplier/partner to raise claim regarding the same against TCIL.  
*(The bidder shall submit an undertaking to this effect as per Section-19).*
- iii) The bidder and the consortium firm (in case of consortium bid) shall comply with all applicable Indian laws, Payment of Minimum Wages Act, Workmen's Compensation Act, EPF/ESI provisions, and any such statutory provisions, and must furnish undertaking for compliance of the same along with supporting documents, at the time of invoice submission to TCIL.
- iv) Hindrance register, as per project requirements, and as approved by the client, to be maintained by the vendor at each site which shall be jointly signed by the client and the vendor, which may play an important role for consideration of the delays in the project.

**Client's Payment Terms:****1. Payment Philosophy**

Payments under this contract shall be milestone-based and structured to ensure timely execution, cash-flow viability for the bidder, and transparency for the University. The payment mechanism is designed to:

- Enable early procurement of critical infrastructure components
- Support uninterrupted implementation and operations
- Align payments with clearly defined deliverables and acceptance milestones

Payments shall be released upon submission and acceptance of the required documents and deliverables, in accordance with applicable Government payment rules. All payments under the Contract shall be made exclusively to the Lead Bidder. AKU shall have no payment obligation towards Consortium Members.

## **2. University Management Information System ( ) – Payment Terms as per the below terms**

- 25% Requirement Freeze
- 35% Prototype Approval
- 30% Deployment of UIMS
- 5% on UAT and
- 5% Successful completion of implementation milestones, Acceptance of the system by the University and Go-live

## **3. Payment Timeline**

3.1. UIMS Implementation: Payments for UIMS shall be released within 30 days from the submission of Invoice for each milestone.

- Delay beyond 30 days attracts interest @ SBI MCLR + 2%.
- Partial payment on partial delivery is allowed.
- Bidder will get their payment after 120 days of delivery of product in case the installation, commissioning and go-live is delayed due to site issues.
- AKU reserve the right to negotiate the O&M payment for UIMS with the selected bidder.

### **3.2. Annual Payment Model**

Payments for the after deployment support services for UMIS component shall be made on an annual basis within 15 days after submission of invoice for the duration of the five (5) year contract period, subject to:

- Successful completion of implementation milestones
- Acceptance of the system by the University
- Continued availability and support during the applicable year

### **3.3. Implementation Phase Payments**

Payments during the initial implementation phase shall be linked to:

- Completion of design and configuration
- Module-wise implementation and acceptance
- Successful Go-Live and stabilization

### 3.4. Recurring Annual Payments

Post Go-Live, annually in advance payments shall cover:

- Application operations and maintenance
- Support services and helpdesk
- Upgrades, patches, and performance optimisation

### 3.5. Variable Pricing Components

Per-student, per-asset, and other variable commercial components (if applicable) shall be reconciled periodically based on actual usage, in accordance with the pricing structure defined in the Financial Bid.

## 3.2 PROJECT SCHEDULE

<u>Phase</u>	<u>Activity</u>	<u>Duration</u>	<u>Cumulative Timeline</u>
Phase 1	UMIS Development & Configuration	24-36 Weeks	Month 6–9
Phase 2	Integration & Data Migration	8 Weeks	Month 5–7
Phase 3	Testing (FAT, SAT, UAT)	6 Weeks	Month 6–7.5
Phase 4	Go-Live & Stabilization	32 Weeks	Month 8-10
Phase 5	O&M Period	5 Years	Post Go-Live

Total Implementation Period: **8-10 Months (Tentative)**

## 3.3 ESCROW ACCOUNT ARRANGEMENT

**ESTABLISHMENT OF ESCROW ACCOUNT – Non Mandatory and payment shall be govern back-to-back basis.**

A dedicated Escrow Account shall be opened with a Scheduled Commercial Bank mutually agreed by the Parties.

The Escrow Account shall be governed by a tripartite Escrow Agreement executed among:

- Lead PSU
- Consortium / Partner
- Escrow Bank

The Escrow Account shall be used exclusively for the subject Project and shall not be used for any other purpose.

The Escrow Account shall remain operational throughout the contract period

## 3.4 PERFORMANCE SECURITY

The Successful Bidder is required to Deposit PBG for a Value Equivalent To 3% Amount of Order Value.

- a) The bidder will submit an undertaking to submit back-to-back Performance Security as submitted by TCIL to the end Client if the contract is awarded to TCIL by end Client.
- b) PBG can be submitted in the form of:
  - Fixed Deposit Receipt (FDR), or
  - Bankers Cheque, or
  - Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform, or

- Insurance Surety Bond in the prescribed format.  
(BG and Insurance Surety Bond formats given in Section-16).

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007

- c) The proceeds of Performance Security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor. Recovery/adjustment due to LD or any other loss to TCIL shall be in addition to point (f).
- d) The Performance Security will be discharged by TCIL after completion of supplier's obligations, including any warranty obligations, under the contract.
- e) Performance Security should be valid till [*should be valid as per client's tender requirement in case of pre-tender tie-up*] [*in case of in-house procurement, Performance Security / BG shall be valid till the contractual obligations*]. The Performance Security shall be refunded once the performance security of TCIL is returned by the client.
- f) Failure of the successful bidder to submit the Performance Security or bidders' failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the award / cancellation of the award of work and forfeiture of the Bid Security / Performance Security. Additionally, TCIL reserves the right to debar such defaulting bidder from participating in future bids for a period up to 2 years.

### 3.5 ACCEPTANCE OF DELAYED PERFORMANCE SECURITY

- a) Performance Security shall be submitted within 15 days from the date of LOI/PO/contract (whichever is earlier). In the event of a delay in submission of Performance Security beyond the stipulated timeline, the Purchaser/Procuring Entity may, at its sole discretion, accept the delayed submission under the following conditions:
- The vendor provides valid justification for the delay in writing, which is deemed acceptable by the Purchaser.
  - The vendor submits a request for extension before the expiry of the original deadline.
- b) If the delayed Performance Security is accepted, the Purchaser reserves the right to take following actions:
- Withholding the payments due to the vendor under any other LOA/PO/WO/Agreement, until compliance is ensured.
  - Any other remedial measures as deemed appropriate.
- c) If the Performance Security is not submitted within the extended period, the Purchaser may initiate other actions as per the tender/EOI terms, including termination of the contract.
- d) The decision of the Purchaser regarding the acceptance or rejection of delayed Performance Security shall be final and binding.

### 3.6 PRICE BASIS

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Back-to-Back basis (As per the client's tender terms and conditions)

### **3.7 PAYING AUTHORITY**

JGM (F&A-IT), Room: 2611, 6th Floor, TCIL Bhawan, Greater Kailash-I, New Delhi – 110048

### **3.8 INSURANCE**

Back-to-Back basis (As per the client's tender terms and conditions)

### **3.9 DELIVERY / IMPLEMENTATION SCHEDULE**

Back-to-Back basis (As per the client's tender terms and conditions)

### **3.10 WARRANTY**

Back-to-Back basis (As per the client's tender terms and conditions)

### **3.11 PERIOD OF CONTRACT**

Back-to-Back basis on absolute terms (As per the client's tender terms and conditions)

### **3.12 TERMINATION OF CONTRACT**

Back-to-Back basis on absolute terms (As per the client's tender terms and conditions)

### **3.13 PENALTY**

Back-to-Back basis on absolute terms (As per the client's tender terms and conditions)

### **3.14 SLA**

Back-to-Back basis on absolute terms (As per the client's tender terms and conditions)

### **3.15 UPTIME**

Back-to-Back basis on absolute terms (As per the client's tender terms and conditions)

### **3.16 LIQUIDATED DAMAGES**

*Back-to-Back basis on absolute terms (As per the client's tender terms and conditions)*

Liquidated Damages, wherever referred under this EOI/ Tender/ Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be. Liquidated Damages is not a penalty but is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by the purchaser on account of delay/breach on the part of the supplier.

3.13.1 The date of delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of Clause 3.13.2 below.

3.13.2 While granting extension of delivery period as per tender terms, the liquidated damages shall be levied as follows:

- i. **For delivery of stores:** Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover Liquidated Damages, for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to eight (8) weeks, and thereafter at the rate of 1.0% of the value supply and/ or undelivered material/ supply for each week of delay or part thereof for another eight (8) weeks of delay.
  - ii. **Installation & Commissioning:** Should the supplier fail to install and commissioning the project with the stipulated time the purchaser shall be entitled to recover Liquidated Damages, 0.5% of the value of the purchase order for each week of delay or part thereof for a period up to eight (8) weeks and thereafter at the rate of 1.0% of the value of the purchase order for each week of delay or part thereof or another eight (8) weeks of delay. In cases where the delay affects installation/commissioning of only a part of the project and part of the equipment is already in commercial use, then in such cases, LD shall be levied on the affected part of the project.
  - iii. Provisions contained in clause 3.13.2(a) (i) shall not be applicable for durations (periods) which attract LD against clause 3.13.2(a) (ii) above.
- 3.13.3 In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied on the total value of the concerned package.
- 3.13.4 Quantum of LD assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- 3.13.5 The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent), i.e. LD shall be levied up to 16 weeks only as per provision at Para (a).
- 3.13.6 The Liquidated Damages shall be calculated on the all-inclusive Price CIF-destination inclusive of Freight, Forwarding Packing, insurance, any other incidental charges and other non-creditable taxes after discount, if any but excluding GST and other creditable taxes. GST on LD shall be calculated as per GST rule applicable from time to time.
- 3.13.7 If the deliveries are made after expiry of the contracted delivery period, without prior concurrence of the purchaser and accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damages under clause 3.13.2 above.
- 3.13.8 In cases where the scheduled delivery period is distributed month-wise or is in installments, liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.
- 3.13.9 Notwithstanding anything contained in this Agreement or any other agreement between the parties, the Purchaser may, without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the supplier in its hand in relation to this or any other contract between the parties (which includes purchaser's right to claim such amount against invoices raised by the supplier or Bank Guarantees submitted by the supplier under this Contract or any other contract) or which may become due to the supplier. Any such recovery of Liquidated Damages shall not in any way

relieve the supplier from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.

- 3.13.10 To facilitate recovery of Liquidated Damages from the invoices raised by the supplier, the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, interest and penalty, if any.

### 3.17 TAXES (GST)

#### GST invoice / Debit Note / Credit Note:

- a. It shall be the responsibility of Bidder / Supplier / Contractor / Vendor to raise Tax Invoice (e-invoice wherever applicable) as per the provisions of GST Laws and send to TCIL promptly.
- b. The Bidder / Supplier / Contractor / Vendor shall ensure that Tax Invoice contains all the requirements as per GST Law from time to time, for e.g. E-Way bill along with transportation details etc., wherever applicable. TCIL GST Number to be mentioned on the Invoices as advised by TCIL, etc.
- c. The Bidder / Supplier / Contractor / Vendor shall ensure to issue Debit / Credit Note (wherever applicable) as prescribed under GST Act and send to TCIL within the prescribed time limit. All documents should be received well in advance so as to enable TCIL to claim eligible credit.

#### GST Compliances:

- d. The Bidder / Supplier / Contractor / Vendor shall ensure
  - To issue Tax Invoice / Debit Notes / Credit Notes to enable TCIL to claim tax benefit on or before the stipulated time period provided by the GST law.
  - To file its GST Returns (GSTR – 1 and GSTR – 3B) within the time limits prescribed in GST Laws with all Debit and Credit Note details, so as to ensure availing ITC Credit of GST by TCIL.
  - To declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc.
  - To issue all Tax Invoices / Debit Notes / Credit Notes to the registered premise of TCIL for availing of credit and ensure that the place of supply as per GST law is same as registered premise of TCIL.
- e. The Bidder / Supplier / Contractor / Vendor shall ensure to keep its GST Numbers active at all times and in case the same is blacklisted, cancelled or blocked etc by GST Authorities, the same needs to be promptly intimated to TCIL.

#### Tax Indemnity:

- f. There should not be any loss of ITC of GST to TCIL due to default of bidder. In case of any financial loss including interest, same will be recovered from the Bidder / Supplier / Contractor / Vendor for delay / non-compliance on the part of the Bidder / Supplier / Contractor / Vendor.
- g. In case, the eligibility of ITC of GST is questioned or denied to TCIL on account of default by the Bidder, the same would be recovered by TCIL from the Bidder / Supplier / Contractor / Vendor.
- h. No payment shall be made by TCIL against Performa Invoice issued by Bidder / Supplier / Contractor / Vendor. Payment will be made only against Valid Tax Invoice as per GST Laws.
- i. In case of delay in deposit of Tax & filling GSTR-1 by the Bidder / Supplier / Contractor / Vendor, the input tax credit will not be available to TCIL and as a result TCIL to pay the total output tax without availing input tax credit and in such case the financial loss including interest shall be recovered from the Bidder / Supplier / Contractor / Vendor.

#### Documents:

- j. Self-declaration along with evidence that the Bidder / Supplier / Contractor / Vendor is not blacklisted.
- k. An undertaking from the Bidder / Supplier / Contractor / Vendor that information provided by him is correct and in case of any loss, the Bidder / Supplier / Contractor / Vendor is fully responsible.

### **3.18 RELEASE OF GST PAYMENT ALONG WITH PAYMENT OF RA BILL**

- a) In all projects, where running bill continue to be raised periodically, GST shall be paid along with running bill but amount equivalent to GST of previous RA bill as well as current RA shall be withheld if GST of previous bill is not paid/reflecting at time of payment of next (current) RA bill.
- b) At the time of final bill of the project, GST shall be paid only if payment of all GST dues of the project by vendor is visible in GST portal.
- c) The above shall be applicable for all projects involving payment in multiple trenches (Running bill).

**END OF SECTION-3**

**SECTION-4**

**SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

[AS PER CLIENT'S TENDER]

**END OF SECTION-4**

**SECTION-5****PROJECT EXPERIENCE**

<b>S. No</b>	<b>Item</b>	<b>Details</b>
<b>General Information</b>		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
<b>Brief Description of scope of Project</b>		
<b>Size of the Project</b>		
3	Contract Value of the Project (in crore) excluding taxes	
4	Contract Value of the Project (in crore) including taxes	
<b>Project Details</b>		
5	Name of the Project	
6	Start Date & End Date	
7	Current Status (work in progress in %, completed)	
8	Contract Tenure	
9	Type of Project	

**END OF SECTION-5**

**SECTION – 6****PRICE BID SCHEDULE**

To: [Head of Department]

Dear Sir,

We, the undersigned, offer to provide the [Insert title of assignment] against your EOI No. [Insert EOI No.] dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1].

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

[insert price bid format]

**Note 1:** The bidder to provide un-priced Price-Bid along with Technical bid.

**Notes2:**

- a) Lowest Bid will be on the basis of Grand Total.
- b) Bidder shall mandatorily mention the applicable HSN/SAC codes (at least 6-digits) against all the quoted items.
- c) In case of change in rate due to change in Taxes/Duties the rate shall be applicable on pro-rata basis based on actual nos. of applicable days.
- d) Before submitting their duly filled “Price Bid Schedule & BOQ” the bidders should ensure that they do not enter any comments such as ‘As per Actuals’, ‘Will be Intimated Later’, ‘Extra’ etc. If bidder uses these types of comments in their price bid, or if the charges for any item is left blank, then the charges for the such items shall be considered as “Zero” and the same shall be a binding on the bidder.
- e) The bidder must specify the make of each product / line items of the BOQ in the price bid.
- f) The requirements/ quantity mentioned above are indicative & may vary as per the actual requirements.

**END OF SECTION-6**

**SECTION-7****MANUFACTURER'S AUTHORISATION FORM**

*(Format given in client's tender should be used by the OEM for authorizing TCIL. In case, no such format is available in client's tender, then this format shall be used)*

[Head of Department]

Dear Sir,

Ref: Your [document No] \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of (name and description of the factories at goods offered in the bid) having, hereby authorize M/s (name and address of the agent) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

\_\_\_\_\_ (Please provide reason here).

We also hereby extend our full warranty, CAMC as applicable as per Client's [tender No.] and [tender name], read with modification, if any, for the goods and services offered for supply by the above firm against this EOI document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of M/s \_\_\_\_\_

[Name & address of the manufacturers]

**Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the Authorization letter / Board Resolution to legally bind the manufacturer. Original letter may be sent.**

**END OF SECTION-7**

**SECTION - 8****BID SECURITY / EARNEST MONY DEPOSIT (EMD) FORMATS****A. BANK GUARANTEE (BG) - EMD FORMAT**

Whereas ..... (hereinafter called “the Bidder”) has submitted its bid dated ..... For the supply of ..... Vide Tender No. .... dated ..... KNOW ALL MEN by these presents that WE ..... OF ..... Having our registered office at ..... (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of Rs. .... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
  - (i) fails or refuses to execute the Contract, if required; or
  - (ii) The successful bidder fails to submit performance security within the prescribed time or
  - (iii) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract / PO / tender by the vendor.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note 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 THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch

**B. INSURANCE SURETY BOND – EMD FORMAT**

(To be stamped in accordance with Stamp Act of India)

**(TO BE ISSUED FROM A DELHI BRANCH)**

This BOND is made as a deed AMONG the following parties

The “Bidder” as contractor..... (name and address)

The “Surety Insurer” as guarantor (name and address) and “Purchaser” as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash -I, New Delhi 110048

Whereas ..... (hereinafter called “the Bidder”) has submitted its bid dated ..... for the ..... vide Tender No. .... dated .....

KNOW ALL MEN by these presents that We ..... Of ..... Having our registered office at ..... (hereinafter called “the Surety Insurer”) irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents and the RFP Document by the Bidder and are irrevocably and unconditionally bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) to the sum of Rs. .... for which payment will and truly to be made of the said Purchaser, the Surety Insurer binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
  - i. Fails or refuses to execute the Contract, if required; or
  - ii. The successful bidder fails to submit performance guarantee / security within the prescribed time.  
or
  - iii. The proceeds of Surety Bond (EMD) shall be payable to TCIL in case of breach of any of the terms and conditions of the tender by the bidder.

We, the Surety Insurer, undertake to immediately and forthwith pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note 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.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

This Surety Bond will remain in force up to and including THIRTY (30) days after the period of bid validity and any demand in respect thereof should reach the Surety Insurer not later than the specified date/dates. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder and the Surety Insurer shall not be released from its liability under these presents by any exercise by the TCIL of the liberty as aforesaid or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.

---

The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

Name & Signature of witness

Address of witness

Signature of the authorized Surety Insurer

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. / email of Branch

**Notes:**

- 1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
- 3) The executing officer of the Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond.

**END OF SECTION-8**

**SECTION-9**

**AUTHORIZATION LETTER**

**Format for Authorization letter to be submitted by Bidder**

Know all men by these presents that we (name of Company) \_\_\_\_\_, incorporated in India under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_. (India) ("Hereinafter called the Company") DO/TH hereby nominate, constitute and appoint (Name, Designation) \_\_\_\_\_, S/o \_\_\_\_\_ to be true and lawful authorized signatory in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To represent the Company to all intents and purposes in connection with the matters pertaining to signing & submission of (EOI No, EOI Date, EOI Description) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and all affairs ancillary or incidental thereto.
2. AND the Company hereby agrees that all acts, deeds and things lawfully done by the said authorized signatory shall be construed as acts, deeds and things done by the Company itself and the Company hereby undertakes to ratify and confirm all and whatever its authorized signatory shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof (Name , Designation) \_\_\_\_\_, \_\_\_\_\_ of the Company acting for and on behalf of the Company under the authority conferred by the Board of Directors of the Company in its \_\_\_\_\_ meeting held on (Date) \_\_\_\_\_ has signed this Authorization Letter at (place) \_\_\_\_\_ on this (Date) \_\_\_\_\_.

The signatures of (Name, Designation) \_\_\_\_\_ given below are hereby certified.

Signature: \_\_\_\_\_  
Signature of (Name, Designation) \_\_\_\_\_  
CERTIFIED  
Signature: \_\_\_\_\_

**WITNESS:**  
Signature: \_\_\_\_\_  
(Name, Designation): \_\_\_\_\_

**END OF SECTION-9**

**SECTION-10**

**MAKE IN INDIA UNDERTAKING**

*(Formats available in client’s tender shall prevail. To be submitted by OEMs for submission in client’s tender)*

**A. Bidder shall furnish following self-certificate on its letter head along with their techno-commercial bid.**

"We M/s \_\_\_\_\_ (Name of bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the Tender of equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide our offer No. \_\_\_\_\_ dated \_\_\_\_\_ against Tender No. \_\_\_\_\_ dated \_\_\_\_\_. Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

S#	Description of Items / Products / services	Make	Model	location(s) at which the local value addition is made

**B. If value of procurement is more than INR 10 Crore, above undertaking shall be supported by the following certificate from Statutory Auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies giving the percentage of local content, on the letter head of such Statutory Auditor.**

"We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (name of the bidder) hereby certify that M/s. \_\_\_\_\_ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this Tender i.e. equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against TCIL Tender No. ----- dated ---- by M/s. \_\_\_\_\_ (Name of the bidder).

(Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.)

**C. CALCULATION OF LOCAL CONTENT**

Sl. No.	Description of the Item	Qty	Unit	Basic Rate W/o Tax (INR)		Total Cost W/o Tax (INR)		Domestic + Imported
				Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	
			<b>a</b>	<b>b</b>	<b>c</b>	<b>d=a*b</b>	<b>e=a*c</b>	<b>f=d+e</b>
1	Item Description	1	Nos					
2	Item Description	1						
3	Total				-		-	

**% of Local Content = (Total Cost Domestic 3(d) / Total Cost (domestic + Imported) (3 (f))) \* 100**

*(To be used by bidder for their internal calculation and to submit if demanded by TCIL at any stage)*

**D. FORMAT OF SELF CERTIFICATION REGARDING LOCAL CONTENT (LC) FOR TELECOM PRODUCTS, SERVICES OR WORKS**

(DoT's latest order/notification may be referred at <https://dot.gov.in/public-procurement-preference-make-india>)

(To be submitted on non-judicial stamp paper of the value Rs 100/-)

I \_\_\_\_\_ S/o, D/o, W/o, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: \_\_\_\_\_ dated \_\_\_\_\_.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)

Date on which this certificate is issued

Telecom Product/Services/Works for which the certificate is produced.

Procuring agency to whom the certificate is furnished.

Percentage of LC claimed.

Name and contact details of the unit of the manufacturer.

Sale Price of the product.

Ex-Factory Price of the product.

Freight, insurance and handling.

Total Bill of Material.

List and total cost value of inputs used for manufacture of the Telecom product/Services/Works.

List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.

List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

Imported items sourced locally from resellers/distributors.

The license fees / royalties paid/ technical charges paid out of India.

Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPPMII Notification dated.....

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024. I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature:

Name:

Designation: CEO/MD

Address:

Email Address:

Mobile No.:

Place:

Date:

**Notes:**

1. During project execution for contracts > INR 10 Cr, contractor shall submit local content certificate, duly certified by practicing cost / chartered accountant. If not possible during project execution, the certificate by practicing cost / chartered accountant shall be submitted after project completion.
2. If the stipulated local content requirements are not met or the 'Class' of the supplier is downgraded, penalty up to 10% of contract value may be imposed. Contract shall not be terminated on this account.
3. Decisions on complaints shall be from the Competent Authority. False Declaration shall be handled as per breach of Code of Integrity.
4. Manufacturers manufacturing under Production Linked Incentive (PLI) Scheme shall be treated as deemed as Class-II suppliers, unless they meet Class-I min. local content for that item. This shall be applicable for specific time period only (as notified).

**END OF SECTION-10**

**SECTION-11****NO-CONVICTION CERTIFICATE****[To be submitted on the Letterhead of the Bidder]**

Offer No.: \_\_\_\_\_

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

To  
 [Head of Department]  
 Telecommunications Consultants India Limited,  
 TCIL Bhawan, Greater Kailash-I,  
 New Delhi-110 048 (INDIA)

Sub: Self Declaration of not been blacklisted for [EOI/ NIT No.] dated [EOI/ NIT date] for [EOI description]

Dear Sir,

This is to notify you that our Firm /Company/ Organization <**provide Name of the Firm/ Company/ Organization**> intends to submit a proposal in response to the subject EOI/ NIT.

In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under the subject EOI/ NIT.
- b. We are neither banned/ debarred/ blacklisted/ put on holiday list nor action for banning / debarment / blacklisting / holiday listing has been initiated by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

**END OF SECTION-11**

**SECTION-12****UNDERTAKING AS PER ELIGIBILITY CRITERIA REQUIREMENT**

Sub: Undertaking as per Eligibility Conditions in EOI No. \_\_\_\_\_ dated \_\_\_\_\_

We, [name of the bidder], hereby undertake that:

i. We are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing.

ii. In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020 (and its amendments as issued from time to time), we hereby submit that:

We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we (in case of Consortium all the Consortium Partners) are not from such a country *or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we (in case of Consortium all the Consortium Partners) fulfill all requirements in this regard and are eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

*This undertaking from the OEMs for submission in TCIL's bid against the client's tender (enclosed)*

*OR*

*We declare that the undertaking from the OEMs for submission in TCIL's bid against the client's tender shall be submitted before opening of financial bid.*

iii. TCIL has not cancelled any Purchase Order(s) for any Project which was placed on us, on risk & cost basis for non-performance or non-submission of performance guarantee in the last 2 years.

iv. In compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022, we hereby undertake that we shall provide formally certified skilled workforce or we commit to the effect that we would ensure that all our workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at our own cost.

v. All the documents/ certificates/ information submitted by us against this EOI are genuine.

vi. We shall comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case we are found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.

vii. We hereby declare that our bid has No-Deviation against TCIL's EOI and Client's tender [client tender no. & date). Compliance statement from OEMs is enclosed.

viii. *The Manufacturer's Authorization Certificate in the name of TCIL for submission in the client's tender is/are enclosed.*

*OR*

*We shall submit the Manufacturer's Authorization Certificate in the name of TCIL for submission in the client's tender before opening the financial bid.*

(Signature of the Authorized signatory)

**END OF SECTION-12**

**SECTION-13****BID SUBMISSION FORM**

Offer No.:

Date:

To: [Head of Department], TCIL

Dear Sir,

In response to your Tender No. \_\_\_\_\_, we hereby submit our offer herewith.

1. Bidder Name : \_\_\_\_\_
2. Website Address : \_\_\_\_\_
3. Email Address : \_\_\_\_\_
4. Address for Communication : \_\_\_\_\_  
\_\_\_\_\_
5. Telephone Number : \_\_\_\_\_
6. Fax/Telefax Number : \_\_\_\_\_
7. Authorized Person -
 

Name	:	_____
Designation	:	_____
Mobile No.	:	_____
Email ID	:	_____
8. Alternate Person
 

Name:	:	_____
Designation	:	_____
Mobile No.	:	_____
Email ID	:	_____
9. PAN Number : \_\_\_\_\_
10. GST Regn. No. with Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Beneficiary's complete Bank Details.
 

Bank Account No.	:	_____
IFSC / NEFT Code	:	_____
Name of the Bank	:	_____
Address of the Branch	:	_____
12. Particulars of EMD
 

Amount	:	Rs. _____
Mode of Payment (DD/BG)	:	_____
DD/BG No.	:	_____
Date	:	_____
Name of the Bank	:	_____
Address of the Bank	:	_____
Validity of BG	:	_____
13. Particulars of Tender Fee
 

Amount	:	Rs. _____
DD No.	:	_____

Date : \_\_\_\_\_  
 Name of the Bank : \_\_\_\_\_  
 Address of the Bank : \_\_\_\_\_

14. Turnover of the Bidder in last 3 years:

Year	Year Annual Report attached at Page No.	Turnover in Rs. (Lakh)
<b>Average Turnover</b>		

15. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC/State.

\_\_\_\_\_

16. If you are MSME, is it owned by SC/ST Entrepreneurs or Women Entrepreneurs? If Yes, please specify the Name of the Owner who is SC or ST or Women Entrepreneur (as applicable).

\_\_\_\_\_

17. Following Documents are submitted to substantiate other eligibility criteria.

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

#### **DECLARATION**

1. We have read and understood the terms & conditions of the above-mentioned tender and comply to all Terms & Conditions of the Tender.  
(In case of any deviation, the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
2. We certify that the information mentioned above are true and correct to best of our knowledge.

Place:  
Date:

Signature of Authorized Signatory with Seal  
Name:  
Designation:

**END OF SECTION -13**

**SECTION-14****EOI CHECKLIST**

Sl.	Document	Submitted (Yes or No)
1	Tender Fee (if applicable)	
2	EMD (BG / DD / NEFT / Insurance Surety Bond / FDR etc.)	
3	For MSE Exemption, Udyam Registration Certificate and Statutory Auditor Certificate for Investment in Plant and Machinery.	
4	For Start-Up Exemption, DPIIT certificate	
5	Authorization Letter/Board Resolution (for bid signing authority)	
6	Make in India Undertaking	
7	Certificate of Incorporation/ Registration/ Partnership Deed or any other	
8	Documents against Financial Eligibility Criteria	
9	Documents against Similar Work Experience Eligibility Criteria	
10	PAN & GST Registration Certificate (or undertaking, if applicable)	
11	Manufacturer's Authorization Certificate (MAF) or undertaking, as applicable	
12	Undertaking against Eligibility Criteria Requirements	
13	No-Conviction Certificate	
14	PF Registration	
15	Undertaking for Local Office (if applicable)	
16	Consortium Agreement (if applicable)	
17	Technical Brochure and Data-Sheets	
18	Integrity Pact document (if applicable)	
17	Bid Submission Form	
18	NDA (if applicable)	
19	Undertaking for submission of performance security	
20	Undertaking by MSME bidders regarding registration on TReDS and Samadhan portal	
21	Undertaking for back-to-back Payment Terms	
22	Any other undertaking/ document as per EOI/ NIT.	

**END OF SECTION-14**

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**SECTION-15****RATE CONTRACT**

**[The following terms and conditions need to be included in Rate Contracts only]  
[Other terms and conditions shall be as per EOI format]**

1. The quantity to be supplied during the currency of the rate contract is not fixed and will be decided based on their actual requirement as per approved Budget/ Indent on “as and when required” basis.
2. TCIL can place the orders during the validity of the rate contract period at the same rate, terms and conditions.
3. Normally, no variation is allowed except statutory variations in Sales Tax and Excise Duties. Sometimes, there are significant variations in the raw-material prices during the rate contract period. If there are downward variations and the client insists for revised quotations, the earlier rate contract is cancelled and new tenders are invited.
4. **FALL CLAUSE (applicable for Rate Contract)**
  - a) The prices once fixed will remain valid during currency of rate contract. Further, if at any time during the contract
    - i. It comes to the notice of purchaser regarding reduction of price by the supplier/vendor for the same or similar equipment/ service;  
And/or
    - ii. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

The purchaser, for the purpose of rate contract, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier/vendor/contractor and the purchaser reserves the right to purchase the balance un-supplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

- b) The vendor during any time of the currency of the rate contract, shall have to provide an undertaking as “We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

In case clarification is required by TCIL, the vendor supplier shall produce related documents such as PO/Agreement etc.

**END OF SECTION-15**

**SECTION -16****PERFORMANCE SECURITY FORMAT****A. PERFORMANCE BANK GUARANTEE (PBG) FORMAT****(TO BE ISSUED BY A DELHI BRANCH)**

**M/s Telecommunications Consultants India Ltd.,  
TCIL Bhawan, Greater Kailash-I  
New Delhi – 110 048 (INDIA)**

(With due stamp duty if applicable)

**OUR LETTER OF GUARANTEE No:** \_\_\_\_\_

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated \_\_\_\_\_/issued Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials/Services as per terms and conditions given in the Agreement dated \_\_\_\_\_/Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for \_\_\_\_\_.

We, \_\_\_\_\_ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

The proceed of performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

This Letter of Guarantee will expire on \_\_\_\_\_ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

\_\_\_\_\_  
**Authorized Signature**  
**Manager**  
Seal of Bank  
Contact details

**Note:**

Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. TCIL's bank details are as under:

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007

**B. INSURANCE SURETY BOND – PERFORMANCE SECURITY FORMAT**

(To be stamped in accordance with Stamp Act of India)

**(TO BE ISSUED BY A DELHI BRANCH)**

M/s Telecommunications Consultants India Ltd.,  
 TCIL Bhawan, Greater Kailash-I  
 New Delhi – 110 048 (INDIA)

Surety Bond No: \_\_\_\_\_

This BOND is made as a deed AMONG the following parties

The “Supplier” as contractor..... (name and address)

The “Surety Insurer” as guarantor (name and address) and “Purchaser” as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash -I, New Delhi 110048

WHEREAS TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) has accepted the bid of the Supplier in relation to the Tender/RFP/EOI Number ..... dated .....and having entered into an agreement dated \_\_\_\_\_ / issued Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials and/or Services as per terms and conditions given in the Agreement dated \_\_\_\_\_ / Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and TCIL having agreed that the Supplier shall furnish to TCIL a Surety Bond for the faithful performance of the entire contract, to the extent of xx% (xx percent) of the value of the Purchase Order / Agreement i.e. for Rs \_\_\_\_\_.

1. We, \_\_\_\_\_ (“The Surety Insurer”) which shall include OUR successors, administrators and executors irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the said Agreement/PO by the said Supplier and unconditionally and irrevocably undertake to pay forthwith to the TCIL an amount of Rs.\*\*\* \*\* (Rupees \*\*\* \*\* only (hereinafter referred to as the “Surety Bond”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Supplier, if the Supplier shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Agreement/PO.
2. Hereby, we undertake to pay up to but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of TCIL’s first written demand accompanied by TCIL’s declaration stating that the amount claimed is due by reason of the Supplier having failed to perform as per the Purchase Order / Agreement and despite any contestation on the part of above named supplier. Any such written demand made by the TCIL stating that the supplier is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Agreement/PO shall be final, conclusive and binding on the surety Insurer, notwithstanding any differences between the TCIL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other TCIL.
3. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Agreement/PO or to extend time for fulfillment and compliance with all or any of the terms and conditions contained in the said Agreement/PO by the said supplier or to postpone for any time and from time to time any of powers exercisable by it against the said supplier and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Agreement/PO, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the

TCIL of the liberty with reference to the matters aforesaid or by any change in the constitution of the TCIL or the Supplier or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability. In the event of extension of time for performance of the contract, the Surety Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition or protest.

4. WE hereby acknowledge and understand that it shall not be necessary for TCIL to proceed against the said supplier before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the TCIL may have obtained from the said supplier or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.
5. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of TCIL in writing.
6. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
7. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
8. This Surety Bond will expire on \_\_\_\_\_ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Surety Bond will become of no effect whatsoever whether returned to us or not.
9. The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.
10. The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

**Authorized Signature**  
**Manager**  
 Seal of Insurer Surety  
 Contact details

Name & Signature of witness

Address of witness

Signature of the authorized Surety Insurer

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. / Email of Branch

Notes:

- 1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).

- 3) The executing officer of Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond

**END OF SECTION-16**

**SECTION-17****MEMORANDUM OF UNDERSTANDING FORMATS****A. MOU FORMAT WHEN BACKEND PARTNER IS IN CONSORTIUM**

(To be signed by all Consortium Partners)

This Memorandum of Understanding (MoU) is made on \_\_\_ day of \_\_\_\_\_ at New Delhi by and between:

**M/s Telecommunications Consultants India Limited**, a Company registered under the Indian Companies Act 1956, with its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi – 110048, hereinafter referred to as “**TCIL**”, which expression shall include its successors and its permitted assigns, of one part.

AND

\_\_\_\_\_ **CONSORTIUM** consisting of M/s \_\_\_\_\_ (**Vendor Name**), registered under the \_\_\_\_\_ Act, with its registered office at \_\_\_\_\_ (**Lead Member**), M/s \_\_\_\_\_ (**Vendor Name**), registered under the \_\_\_\_\_ Act, with its registered office at \_\_\_\_\_ (**Consortium Partner**) and M/s \_\_\_\_\_ (**Vendor Name**), registered under the \_\_\_\_\_ Act, with its registered office at \_\_\_\_\_ (**Consortium Partner**) hereinafter the said consortium shall be referred to as “\_\_\_\_\_”, which expression shall include its successors and permitted assigns, of the other part.

“TCIL” and “\_\_\_\_\_” are individually referred to as “Party” and collectively as “Parties”.

**WHEREAS** TCIL, a Government of India Enterprise under the Ministry of Communications and Information Technology, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many consultancy and turnkey projects in the fields of Telecom, IT and Civil both in India and abroad and it also acts as procurement consultant/agent/executing agency/implementing agency for number of Government of India enterprises/undertaking.

**WHEREAS** \_\_\_\_\_ (Name of Lead Member) is in the business of \_\_\_\_\_.

**WHEREAS** \_\_\_\_\_ (Name of Consortium Partner) is in the business of \_\_\_\_\_.

**WHEREAS** \_\_\_\_\_ (Name of Consortium Partner) is in the business of \_\_\_\_\_.

**WHEREAS** \_\_\_\_\_ (Client Name) (herein after called “\_\_\_\_\_”) issued TENDER No. \_\_\_\_\_ dated \_\_\_\_\_ for ‘\_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_ (Client Name) tender” /”Work”/”Project”.

**WHEREAS** TCIL published EOI No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as TCIL EOI) for selection of back-end partner for \_\_\_\_\_ (Client Name) tender.

**AND WHEREAS** M/s \_\_\_\_\_ & M/s \_\_\_\_\_ has entered into a Consortium Agreement / Memorandum of Agreement dated \_\_\_\_\_ (**Annexure A**) and a Role & Responsibility Matrix dated \_\_\_\_\_ (**Annexure B**) for the purpose of forming a consortium to participate in TCIL EOI wherein it is mentioned that \_\_\_\_\_ shall act as the Lead Member & \_\_\_\_\_ shall act as consortium partner and the Lead Member is authorized to sign the MOU with TCIL and accordingly they have submitted their offer for \_\_\_\_\_ in response to TCIL EOI & pursuant to the same were selected by TCIL as back-end partner for \_\_\_\_\_ (Client name) Tender.

Now, therefore, it is agreed between the Parties as under:

1. The Parties wish to work together with the understanding that TCIL shall act as the bidder (lead bidder) and \_\_\_\_\_ (consortium name) (partner for \_\_\_\_\_) for participating in the \_\_\_\_\_ (client name) Tender.  
  
*\*Please note that the term "Lead bidder" shall be mentioned only when TCIL shall bid in consortium with backend partner.*
2. \_\_\_\_\_ (consortium name) shall not participate directly or indirectly whether in consortium or separately in \_\_\_\_\_ (client name) Tender and shall not quote rates to any other party participating/pre-qualified for \_\_\_\_\_ (client name) Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.
3. On award of the work of the \_\_\_\_\_ (client name) Tender to TCIL, TCIL will enter into a detailed agreement with \_\_\_\_\_ (consortium name) based on the terms & conditions of this MoU, TCIL EOI and \_\_\_\_\_ (client name) Tender.
4. The term of this MoU shall be for \_\_\_\_\_ months ("Term") from the date of signing of this MoU ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this MoU and to such obligations and commitments in relation to the Tender/Work/Project under the scope of TCIL EOI & \_\_\_\_\_ (Client name) tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this MoU can be extended by mutual agreement between the Parties, depending upon the requirement.
5. After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/offer, terms & conditions and demonstration of functionality required in the \_\_\_\_\_ (Client name) Tender/Work/Project.
6. TCIL and \_\_\_\_\_ (consortium name) hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of \_\_\_\_\_ (client name) Tender/Work/Project (as per scope of TCIL EOI & \_\_\_\_\_ (Client name) tender).
7. Expenses towards bid preparation would be borne by the individual Parties viz. TCIL and \_\_\_\_\_ (consortium name) for their respective work. TCIL will not reimburse any such expenses to \_\_\_\_\_ (consortium name) towards preparation and submission of the bid.
8. All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation of liability, advance payment & termination, will apply on back-to-back basis between TCIL and \_\_\_\_\_ (consortium name), for their respective part/scope of work. However, if \_\_\_\_\_ (consortium name) or any of its member fails to fulfill its part of the work to the satisfaction of TCIL, then TCIL shall have the right to terminate the contract with \_\_\_\_\_ (consortium name) and get the same executed departmentally or by other agencies at the risk and cost of \_\_\_\_\_ (consortium name).
9. Both M/s \_\_\_\_\_ (Lead Member name) and M/s \_\_\_\_\_ (Consortium Partner name) shall be jointly and severally responsible for compliance of all the terms and conditions of the tender document, this MOU and TCIL's contract with main client relating to performance of this MOU. Any non-compliance by either party of the Consortium shall be treated as a breach of this MOU.
10. Both M/s \_\_\_\_\_ (Lead Member name) and M/s \_\_\_\_\_ (Consortium Partner name) shall be jointly and severally liable to TCIL to compensate any losses or damages if so suffered by TCIL for any breach of this agreement and/or action initiated by the main client for non-performance of the contract.
11. In case of failure of either of M/s \_\_\_\_\_ (Lead Member name) or M/s \_\_\_\_\_ (Consortium Partner name), the total responsibility shall shift upon remaining party.
12. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of \_\_\_\_\_ (Client name) Tender/ Works / Projects, the \_\_\_\_\_ (consortium name) understands, agrees and undertakes that:

- a) \_\_\_\_\_ (consortium name) participated in TCIL EOI and that all terms & conditions of the TCIL EOI shall apply to \_\_\_\_\_ (consortium name).
- b) Prices quoted by \_\_\_\_\_ (consortium name) shall remain firm and fixed till the execution of the Tender.
- c) the payments terms between TCIL & \_\_\_\_\_ (consortium name) are on back-to-back basis and the payment shall be released by TCIL only if and when received by TCIL from \_\_\_\_\_ (Client name) and subject to terms & conditions of agreement (as stipulated in 3 above) and submission of complete required documents. Payment to the vendor/supplier/partner upon its submitting all required documents showing completion of work as well as the tentative invoice, shall be on a back-to-back basis with the client i.e. only on client finally certifying, accepting and making payment of the said work done by the vendor/supplier/partner as forwarded by TCIL to the Client, such vendor/supplier/partner shall become eligible for payment. As the work is being executed through vendor/supplier/partner by TCIL, on behalf of the client, the vendor/supplier/partner's eligibility for receiving payment from TCIL shall depend solely upon acceptance of the work, certification of the bill and payment of the certified bill by the client. Entitlement of the vendor/supplier/partner for payment from TCIL regarding the bill raised by it in respect of a particular work would arise within a reasonable time of 15 working days upon receipt of above payments after statutory and contractual deductions by the client and TCIL. Such payments shall also be subject to contractual requirements/payment terms between client and TCIL to which the vendor/supplier/partner shall also be bound. However, in the event client certifies the work for lesser amount, the entitlement of vendor/supplier/partner of TCIL would be only for the certified value of work by the client minus the statutory and contractual deductions as per contract of vendor/supplier/partner with TCIL. TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client, however, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle the vendor/supplier/partner to raise claim regarding the same against TCIL.
- d) \_\_\_\_\_ (consortium name) will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by TCIL from \_\_\_\_\_ (Client name). TCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by \_\_\_\_\_ (Client name).
- e) the (day) date of delivery of goods and/or rendering of services by the \_\_\_\_\_ (consortium name) shall be the date of realization of payment from the client once the goods and/or services are accepted by the client.
- f) if in the instant contract, \_\_\_\_\_ (consortium name) is acting only as trader / reseller / distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back-to-back payment terms as above. By agreeing to the terms of \_\_\_\_\_ (client name) Tender, the \_\_\_\_\_ (consortium name) agrees to forgo its rights under this Act and Policy.
- g) \_\_\_\_\_ (consortium name) hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by \_\_\_\_\_ (consortium name). Further \_\_\_\_\_ (consortium name) hereby agrees that TCIL reserves the right for reimbursement of any such cost incurred out of the aforesaid non-compliance(s). \_\_\_\_\_ (consortium name) will provide payment of GST proof i.e. GSTR-1, GSTR-3B, cash ledger and challan for taking GST payment from TCIL against invoices.
- h) Any deductions by the \_\_\_\_\_ (Client name) towards LD/penalties/contingencies shall be borne by \_\_\_\_\_ (consortium name) in terms of TCIL EOI.
- i) At any given point of time, \_\_\_\_\_ (consortium name) may not assign or delegate its rights, duties or obligations under this MOU without prior written consent of TCIL.
- j) On award of work of the Tender/Work/Project, \_\_\_\_\_ (consortium name) shall provide its GeM Seller id to TCIL (not applicable for "works" contract or non-Indian vendor).
- k) In the event of breach of any of the terms & conditions of this MOU or in case of any default of any terms & conditions of this MOU, on the part of \_\_\_\_\_ consortium and/or M/s \_\_\_\_\_ (Lead Member name) and/or M/s \_\_\_\_\_ (Consortium partner Name), TCIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at their risk & cost.
13. TCIL and \_\_\_\_\_ (consortium name) agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes

information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.

14. Any sum of money (including refundable security deposit) due and payable to the \_\_\_\_\_ (consortium name) and/or \_\_\_\_\_ (Lead bidder name) and/or \_\_\_\_\_ (Consortium partner name), under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.
15. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
16. This MoU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
17. Any matter which is not stipulated in the MoU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.
18. **Dispute Resolution:**

- 1) The parties to this agreement/contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU through a “Conciliation and Settlement Mechanism (CSM)” and the detailed guidelines/procedure for such CSM is annexed hereto as **Annexure-A**. That it is understood and agreed between the parties that the CSM annexed as **Annexure-A** with the present agreement forms and shall be treated as part and parcel of the present agreement.
- 2) In cases, wherein the contract value/price is less than or equal to Rs. 5 crore (Rupees Five Crore) and the parties fail to resolve such disputes through the conciliation proceedings as provided in sub-clause ‘1’ above, then and only then, the dispute shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre (“IIAC”) in accordance with the India International Centre (Conduct of Arbitration) Regulations (“IIAC Regulations”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.. The place/seat of the arbitration proceedings shall be New Delhi, India and the language of the arbitration shall be English. The Tribunal shall consist of one Arbitrator. The Law governing the Arbitration agreement as well as the contract shall be Indian Law.
- 3) For all the contracts other than those mentioned in sub-clause ‘2’ above, the matter shall not be referred to arbitration at all and such disputes, on failure of conciliation proceedings in sub-clause ‘1’ above, shall be resolved under the mechanism provided by the State in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.
- 4) The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
- 5) The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under the above clauses.

*\*Please Note that in case of agreement/MoU with Government Organization, the following clause shall be applicable:*

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Center Enterprise (CPSEs)/Port Trusts inter se and also between CPSEs and Govt. Depts/ organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Dept), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 8<sup>th</sup> December 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

19. During its Term, this MOU will be terminated in the event of
- a. Client withdrawing the Tender provided it does not create any financial obligation on TCIL.
  - b. Tender not awarded to TCIL
  - c. Mutual agreement between the "Parties"
  - d. As per TCIL EOI
20. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.
21. By signing this MoU, the "Parties" acknowledge that it correctly records the understanding they have reached with regard to the Project.
22. EOI document, technical / financial bid, any further negotiations, all correspondences with or from \_\_\_\_\_ (consortium name) till EOI finalization shall be an integral of this MOU.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

**For Telecommunications Consultants India Ltd**

**For \_\_\_\_\_ Private Limited**

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

**B. MOU FORMAT WHEN BACKEND PARTNER IS A SINGLE BIDDER (WITHOUT CONSORTIUM)**

This Memorandum of Understanding (MoU) is made on \_\_\_<sup>th</sup> day of \_\_\_\_\_ at New Delhi by and between:

**M/s Telecommunications Consultants India Limited**, a Company registered under the Indian Companies Act 1956, with its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi – 110048, hereinafter referred to as “**TCIL**”, which expression shall include its successors and its permitted assigns, of one part.

AND

M/s \_\_\_\_\_ (**vendor name**), registered under the Indian Companies Act 1956/2013 (whichever is applicable), with its registered office at \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”, which expression shall include its successors and permitted assigns, of the other part.

“TCIL” and “\_\_\_\_\_” are individually referred to as “Party” and collectively as “Parties”.

**WHEREAS** TCIL, a Government of India Enterprise under the Ministry of Communications and Information Technology, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many consultancy and turnkey projects in the fields of Telecom, IT and Civil both in India and abroad and it also acts as procurement consultant/agent/executing agency/implementing agency for number of Government of India enterprises/undertaking.

**WHEREAS** \_\_\_\_\_ (vendor name) is in the business of \_\_\_\_\_.

**WHEREAS** \_\_\_\_\_ (Client Name) (herein after called “\_\_\_\_\_”) issued TENDER No. \_\_\_\_\_ dated \_\_\_\_\_ for ‘\_\_\_\_\_’, hereinafter referred to as “\_\_\_\_\_ (Client Name) tender” /”Work”/”Project”.

**WHEREAS** TCIL published EOI No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as TCIL EOI) for selection of back-end partner for \_\_\_\_\_ (Client Name) tender.

**AND WHEREAS** \_\_\_\_\_ (Vendor Name) submitted their offer and pursuant to the same was selected by TCIL as back-end partner for \_\_\_\_\_ (Client Name) Tender.

Now, therefore, it is agreed between the Parties as under:

1. The Parties wish to work together with the understanding that TCIL shall act as the bidder (lead bidder) and \_\_\_\_\_ (vendor name) (partner for \_\_\_\_\_) for participating in the \_\_\_\_\_ (client name) Tender.  
*\*Please note that the term “Lead bidder” shall be mentioned only when TCIL shall bid in consortium with backend partner.*
2. \_\_\_\_\_ (vendor name) shall not participate directly in \_\_\_\_\_ (client name) Tender and shall not quote rates to any other party participating/pre-qualified for \_\_\_\_\_ (client name) Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.
3. On award of the work of the \_\_\_\_\_ (client name) Tender to TCIL, TCIL will enter into a detailed agreement with \_\_\_\_\_ (vendor name) based on the terms & conditions of this MoU, TCIL EOI and \_\_\_\_\_ (client name) Tender.
4. The term of this MoU shall be for \_\_\_\_\_ months (“Term”) from the date of signing of this MoU (“Effective Date”) or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this MoU and to such obligations and commitments in relation to the Tender/Work/Project under the scope of TCIL EOI & \_\_\_\_\_ (Client name) tender, as may have been undertaken by the Parties during the Term with validity

- exceeding the Term. The Term of this MoU can be extended by mutual agreement between the Parties, depending upon the requirement.
5. After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/offer, terms & conditions and demonstration of functionality required in the \_\_\_\_\_ (Client name) Tender/Work/Project.
  6. TCIL and \_\_\_\_\_ (vendor name) hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of \_\_\_\_\_ (client name) Tender/Work/Project (as per scope of TCIL EOI & \_\_\_\_\_(Client name) tender).
  7. Expenses towards bid preparation would be borne by the individual Parties viz. TCIL and \_\_\_\_\_ (vendor name) for their respective work. TCIL will not reimburse any such expenses to \_\_\_\_\_ (vendor name) towards preparation and submission of the bid.
  8. All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation of liability, advance payment & termination, will apply on back-to-back basis between TCIL and \_\_\_\_\_ (vendor name), for their respective part/scope of work. However, if \_\_\_\_\_ (vendor name) fails to fulfill its part of the work to the satisfaction of TCIL, then TCIL shall have the right to terminate the contract with \_\_\_\_\_ (vendor name) and get the same executed departmentally or by other agencies at the risk and cost of \_\_\_\_\_ (vendor name).
  9. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of \_\_\_\_\_(Client name) Tender/ Works / Projects, the \_\_\_\_\_ (vendor name) understands, agrees and undertakes that:
    - a) \_\_\_\_\_ (vendor name) participated in TCIL EOI and that all terms & conditions of the TCIL EOI shall apply to \_\_\_\_\_ (vendor name).
    - b) Prices quoted by \_\_\_\_\_ (vendor name) shall remain firm and fixed till the execution of the Tender.
    - c) the payments terms between TCIL & \_\_\_\_\_ (vendor name) are on back-to-back basis and the payment shall be released to \_\_\_\_\_ (vendor name) by TCIL only if and when received by TCIL from \_\_\_\_\_ (Client name) and subject to submission of complete documents and invoices etc. by it. Payment to the vendor/supplier/partner upon its submitting all required documents showing completion of work as well as the tentative invoice, shall be on a back-to-back basis with the client i.e. only on client finally certifying, accepting and making payment of the said work done by the vendor/supplier/partner as forwarded by TCIL to the Client, such vendor/supplier/partner shall become eligible for payment. As the work is being executed through vendor/supplier/partner by TCIL, on behalf of the client, the vendor/supplier/partner's eligibility for receiving payment from TCIL shall depend solely upon acceptance of the work, certification of the bill and payment of the certified bill by the client. Entitlement of the vendor/supplier/partner for payment from TCIL regarding the bill raised by it in respect of a particular work would arise within a reasonable time of 15 working days upon receipt of above payments after statutory and contractual deductions by the client and TCIL. Such payments shall also be subject to contractual requirements/payment terms between client and TCIL to which the vendor/supplier/partner shall also be bound. However, in the event client certifies the work for lesser amount, the entitlement of vendor/supplier/partner of TCIL would be only for the certified value of work by the client minus the statutory and contractual deductions as per contract of vendor/supplier/partner with TCIL. TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client, however, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle the vendor/supplier/partner to raise claim regarding the same against TCIL.

- d) \_\_\_\_\_ (vendor name) will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by TCIL from \_\_\_\_\_ (Client name). TCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by \_\_\_\_\_ (Client name).
- e) the (day) date of delivery of goods and/or rendering of services by the \_\_\_\_\_ (vendor name) shall be the date of realization of payment from the client once the goods and/or services are accepted by the client.
- f) if in the instant contract, \_\_\_\_\_ (vendor name) is acting only as trader / reseller / distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back-to-back payment terms as above. By agreeing to the terms of \_\_\_\_\_ (client name) Tender, the \_\_\_\_\_ (vendor name) agrees to forgo its rights under this Act and Policy.
- g) \_\_\_\_\_ (vendor name) hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by \_\_\_\_\_ (vendor name). Further \_\_\_\_\_ (vendor name) hereby agrees that TCIL reserves the right for reimbursement of any such cost incurred out of the aforesaid non-compliance(s). \_\_\_\_\_ (vendor name) will provide payment of GST proof i.e. GSTR-1, GSTR-3B, cash ledger and challan for taking GST payment from TCIL against invoices.
- h) Any deductions by the \_\_\_\_\_ (Client name) towards LD/penalties/contingencies shall be borne by \_\_\_\_\_ (vendor name) in terms of TCIL EOI.
- i) At any given point of time, \_\_\_\_\_ (vendor name) may not assign or delegate its rights, duties or obligations under this MOU without prior written consent of TCIL.
- j) On award of work of the Tender/Work/Project, \_\_\_\_\_ (vendor name) shall provide its GeM Seller id to TCIL (not applicable for “works” contract or non-Indian vendor).
- k) In the event of breach of any of the terms & conditions of this MOU or in case of any default of any terms & conditions of this MOU, on the part of the \_\_\_\_\_ (vendor name), TCIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at their risk & cost.
10. TCIL and \_\_\_\_\_ (vendor name) agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
11. Any sum of money (including refundable security deposit) due and payable to the \_\_\_\_\_ (vendor name), under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.
12. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
13. This MoU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
14. Any matter, which is not stipulated in the MoU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.
- 15. Dispute Resolution:**
- 1) The parties to this agreement/contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU through a “Conciliation and Settlement Mechanism (CSM)” and the detailed guidelines/procedure for such CSM is annexed hereto as **Annexure-A**.

That it is understood and agreed between the parties that the CSM annexed as **Annexure-A** with the present agreement forms and shall be treated as part and parcel of the present agreement.

- 2) In cases, wherein the contract value/price is less than or equal to Rs. 5 crore (Rupees Five Crore) and the parties fail to resolve such disputes through the conciliation proceedings as provided in sub-clause '1' above, then and only then, the dispute shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.. The place/seat of the arbitration proceedings shall be New Delhi, India and the language of the arbitration shall be English. The Tribunal shall consist of one Arbitrator. The Law governing the Arbitration agreement as well as the contract shall be Indian Law.
- 3) For all the contracts other than those mentioned in sub-clause '2' above, the matter shall not be referred to arbitration at all and such disputes, on failure of conciliation proceedings in sub-clause '1' above, shall be resolved under the mechanism provided by the State in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.
- 4) The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
- 5) The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under the above clauses.

*\*Please Note that in case of agreement/MoU with Government Organization, the following clause shall be applicable:*

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Center Enterprise (CPSEs)/Port Trusts inter se and also between CPSEs and Govt. Depts/ organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Dept), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 8<sup>th</sup> December 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

16. During its Term, this MOU will be terminated in the event of
  - i) Client withdrawing the Tender provided it does not create any financial obligation on TCIL.
  - ii) Tender not awarded to TCIL
  - iii) Mutual agreement between the "Parties"
  - iv) As per TCIL EOI
17. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.
18. By signing this MoU, the "Parties" acknowledge that it correctly records the understanding they have reached with regard to the Project.
19. EOI document, technical / financial bid, any further negotiations, all correspondences with or from \_\_\_\_\_ (vendor name) till EOI finalization shall be an integral of this MOU.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

***For Telecommunications Consultants India Ltd***

***For \_\_\_\_\_ Private Limited***

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

**END OF SECTION-17**

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**SECTION-18****ANNEXURE-A TO DISPUTE RESOLUTION CLAUSE****Establishment of a Conciliation & Settlement Mechanism (CSM) for Contractual Disputes under the contract agreements with the Contractors / Concessionaires / Consultants in TCIL.****1. Objective:**

The TCIL has been entering into various contract agreements with the Contractors/ Concessionaires/ Consultants for implementing projects and obtaining services in various modes. Several disputes have been arising under these contract agreements. The associated legal costs and diversion of manpower of both parties are enormous. The early resolution/ settlement of claim, preferably through an out-of-court settlement process, is in the interest of all the stakeholders.

**2. The Standing Operating Procedure (SoP)**

The procedure given hereunder will be implemented for resolving disputes through conciliation mechanism:

- 1) If any commercial/contractual dispute arises between TCIL and Bidder/MoU partner/Vendor/Contractor, then any of the party shall send a reference about the dispute containing a written brief identifying the subject of the dispute to the CMD, TCIL alongwith a copy of such reference to other party for resolution of dispute through conciliation.
- 2) CMD, TCIL or his authorized representative shall, within seven days of receipt of such a reference, nominate an officer of TCIL to act as the conciliator and shall arrange to issue necessary intimation to both the parties.
- 3) Within three days of appointment of conciliator by CMD,TCIL both the parties shall intimate to the conciliator, the name of their respective officer(s) who shall be representing such a party in the conciliation proceedings. The maximum number of such officer(s) shall not be more than three and no legal practitioner/advocate shall be part of such a team.
- 4) Thereafter, both the teams of the parties shall meet on the dates as fixed by the conciliator, discuss the agenda and explore the possibilities of conciliation/settlement. First such meeting shall be held within Seven (7) days of the nomination of the conciliation team by both the parties. The venue for conducting conciliation proceedings will be TCIL Bhawan, Greater Kailash-I, New Delhi 110048.
- 5) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- 6) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- 7) The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
- 8) The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.
- 9) The teams thereafter can meet any number of times under the guidance and supervision of Conciliator and will try to find a solution that is acceptable to both the parties. The conciliation may be successful or partially successful. On the points of dispute or part of a dispute wherein parties have agreed for a common ground, the officers representing each party shall seek approval of their respective company/entity. After that a settlement deed shall be drafted and signed by the authorized representatives of the parties. When the parties sign

the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively and this shall not be challenged by any of the party in any court or under any law. The parties shall unequivocally affirm, declare and confirm in the settlement agreement that they have signed the agreement without any coercion, duress, inducement and were fully competent to sign the said agreement.

- 10) The conciliator shall endorse and authenticate the settlement agreement and furnish a copy thereof to each of the parties.
- 11) The conciliation process shall be concluded within 60 days of nomination of its representatives by the second party. However, the parties, with mutual consent can extend this period and then the conciliation proceedings shall be concluded in this extended period.
- 12) If no settlement is arrived between the parties in the time mentioned in clause 11) above, then the conciliation proceedings shall be deemed to have been failed.
- 13) The conciliator shall intimate the appointing authority the final outcome of the conciliation proceedings.

**3. Resort to arbitral or judicial proceedings:**

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

**4. Admissibility of evidence in other proceedings.**

- 1) The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,—
  - (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
  - (b) admissions made by the other party in the course of the conciliation proceedings;
  - (c) Proposals made by the parties or conciliator;
  - (d) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the other party.

**5. Confidentiality.**

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

**6. Termination of conciliation proceedings.**

The conciliation proceedings shall be terminated on happening of any of the conditions below:-

- 1) by the signing of the settlement agreement by the parties, on the date of the agreement; or
- 2) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
- 3) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 4) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 5) by the lapse of time or extended time as provided in clause 2(12) above

**END OF SECTION – 18**

**SECTION – 19**

**UNDERTAKING IN RESPECT OF BACK-TO-BACK PAYMENT TERMS**

*(Applicable only for client tenders where payment terms are on back-to-back basis)*

1. I/we,....., have perused the Tender/EOI/RFP of Client and/or the arrangement of TCIL with its Client,..... and have also examined scope of work and the payment terms therein.
2. I/we,....., have clearly understood the scope of work which TCIL is intending to award under the present Tender/RFP/EOI/PO/LOI/LOA and the terms of payments mentioned therein.
3. I/we,....., completely understand and agree that the work to be executed through undersigned by TCIL is on behalf of the client wherein the eligibility for payment depends solely upon acceptance of the undersigned's work, certification of the bill and payment of the certified bill by the said client. The date of delivery of such service/supply under the scope of work for entitlement of payment shall be the date on which the corresponding payments have been received by TCIL from its client. Undersigned's entitlement for payment regarding the bill raised in respect of a particular work would only arise within a reasonable time of 15 working days upon acceptance of the work and release of corresponding payment by the client to TCIL.
4. I/we,....., completely understand and agree that in the event client certifies the work for lesser amount, undersigned's entitlement would be only for the certified value of work by the client minus the statutory and contractual deductions as per our contract with TCIL.
5. I/we,....., also completely understand and agree that TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client. However, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle undersigned to raise claim regarding the same against TCIL.

Signed by..... (Authorized Representative of .....)  
 Date....  
 Place.....

**END OF SECTION – 19**

**END OF EOI TEMPLATE**



**आर्यभट्ट ज्ञान विश्वविद्यालय**  
**ARYABHATTA KNOWLEDGE UNIVERSITY**

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**DESIGN, ENGINEERING, PROCUREMENT, SUPPLY,**  
**INSTALLATION, TESTING, COMMISSIONING**  
**AND**  
**OPERATION, MAINTENANCE, DESIGN, BUILD & OPERATE OF**  
**AN UNIVERSITY MANAGEMENT INFORMATION SYSTEM**  
**(UMIS)**  
**FOR A PERIOD OF FIVE (5) YEARS**  
**FOR**  
**ARYABHATTA KNOWLEDGE UNIVERSITY (AKU)**

**Key Events and Dates:**

Sl. No.	Information	Details
1	Date and time for commencement of downloading Tender Document	29 / 04 / 2026
2	Last date for sending requests for clarifications	07 / 05 / 2026
3	Date, Time and Place of Pre-Bid Conference	08 / 05 / 2026 at 03.00 PM
4	Release of response to clarifications (available on)	12 / 05 / 2026
5	Last Date (Deadline) for submission of bids	21 / 05 / 2026 up to 3:00 PM
6	Technical Proposal Opening Date	23 / 05 / 2026 at 3:30 PM
7	Date for Presentation / Demonstration of Solution	To be announced later
8	Commercial Proposal Opening Date	26 / 05 / 2026 at 3.30 PM
9	Address for Communication	<b>Registrar</b> Aryabhata Knowledge University Gyan Parisar, Mithapur, Patna – 800001, Bihar Email: <a href="mailto:registrar@akubihar.ac.in">registrar@akubihar.ac.in</a>

**Bid Data Sheet (BDS)**

This Bid Data Sheet (BDS) forms an integral part of the RFP and shall be read in conjunction with all sections and annexures. In case of any conflict between the BDS and the main RFP, the provisions of the BDS shall prevail for the specific parameter(s) addressed herein.

Sl. No.	Particulars	Details
1	RFP Title	Design, Engineering, Procurement, Supply, Installation, Testing, Commissioning and Operation & Maintenance of an On-Premises with Design, Build & Operate of an University Management Information System (UMIS) for a period of Five (5) Years for Aryabhata Knowledge University (AKU)
2	Issuing Authority	Aryabhata Knowledge University (AKU), Patna, Bihar
3	Bidding Mode	Two-Bid System: (i) Technical Bid, (ii) Financial Bid
4	Eligible Bidder Category	Bidders may be Government organisation, Government Undertaking, Central/ State Public Sector Undertaking (PSUs), State Organisation/Undertaking, Public Limited or Private Limited
5	Consortium / JV	<b>Permitted.</b> However, <b>all eligibility, technical qualification, financial qualification, and evaluation criteria shall be applicable only to the Lead Bidder.</b> Consortium Members shall not be evaluated independently.
6	Contract Period	Five (5) Years from Go-Live (including implementation, operations, support, and maintenance)
7	Project Location	AKU Campus, Patna, Bihar ( AKU campus)
8	Portal for Bid Submission	Through the designated Government procurement portal as notified by AKU (Offline, as hard copy submitted in the Registrar Office of Aryabhata Knowledge University, Patna)
9	Bid Submission	Submission through postal is not valid, unless otherwise notified by AKU

10	Pre-Bid Meeting	As per Key Events and Dates / Corrigendum (if any)
11	Clarifications (Query Submission)	As per Key Events and Dates. Queries must be submitted in writing as per prescribed format/Annexure (to be issued/attached)
12	Bid Validity	180 days from the date of Technical Bid opening
13	RFP Document Fee	₹ 5,000 (Rupees Twenty Five Thousand only), non-refundable, payable as per instructions in Section 17.7
14	Earnest Money Deposit (EMD)	₹10,00,000 (Rupees Ten Lakh only), payable as per Section 17.6
15	EMD Validity	90 days from the date of opening of the Financial Bid
16	Performance Bank Guarantee (PBG)	The successful bidder shall submit PBG as per terms to be specified in the Draft Contract Agreement (Annexure J) / as per LoA
17	Price Basis	Total Cost of Ownership (TCO) for Five (5) Years
18	Taxes & Duties	To be quoted separately; prices shall be exclusive of applicable taxes unless specified otherwise
19	Currency	Indian Rupees (INR) only
20	Technical Evaluation	As per Section 18 and evaluation criteria/marketing matrix to be specified in the RFP / Corrigendum
21	Minimum Qualifying Technical Score	To be notified by AKU (or specified in technical evaluation matrix / corrigendum)
22	Financial Evaluation	Financial bids of technically qualified bidders only; evaluation on TCO basis; L1 determination as per Section 19
23	Presentation / Demonstration	If required, shall be conducted on date notified in Key Events and Dates; evaluation criteria (if any) shall be notified by AKU
24	Data Recovery (DR)	The bidder shall design, implement, and operate an appropriate Data Recovery / Disaster Recovery (DR) mechanism as part of the overall solution, in accordance with the requirements specified in this RFP.
25	Address for Communication	Registrar, Aryabhata Knowledge University, Gyan Parisar, Mithapur, Patna – 800001, Bihar
26	Official Email	<a href="mailto:registrar@akubihar.ac.in">registrar@akubihar.ac.in</a>
27	Contracting Entity	Aryabhata Knowledge University (AKU)

Note: AKU may update any BDS parameter through corrigendum/addendum published on the notified procurement portal/AKU website, and such updates shall be binding.

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**Section 1: Issuing Authority**

This Request for Proposal (RFP) is issued by **Aryabhata Knowledge University (AKU)**, Patna, Bihar, a State Public University established under the laws of the Government of Bihar.

AKU acts as the **sole authority** for the purposes of this RFP and shall hereinafter be referred to as **“the University” or “AKU”**, unless the context otherwise requires.

**1.1 Background and Context**

Aryabhata Knowledge University (AKU), Patna, Bihar, is a **State Public University** established by the **Government of Bihar** under the *Aryabhata Knowledge University Act*. The University was created with the objective of strengthening and modernizing higher education in Bihar by providing **centralized academic governance, quality assurance, and standardized academic processes** across professional and technical institutions.

AKU functions as an **affiliating and regulatory university**, overseeing a large network of **colleges** across the state. It plays a pivotal role in ensuring compliance with statutory bodies such as **UGC, AICTE and other regulatory councils**, while also aligning academic frameworks with national initiatives such as **Academic Bank of Credits (ABC), NEP 2020, and digital education reforms**.

With a student base running into **lakhs across affiliated colleges**, AKU operates in a **high-volume, mission-critical academic environment** that demands **robust IT systems, secure data management, transparency, and scalability**. The University’s strategic vision emphasizes **technology-enabled governance, transparency, efficiency, and long-term sustainability**, making it a key driver of higher-education reform in Bihar.

Accordingly, this RFP reflects AKU’s intent to partner with a **capable, experienced, and compliant technology provider** to implement systems that can support its **state-wide academic mandate**, ensure **data integrity and regulatory compliance**, and enable **future-ready digital university operations**.

AKU intends to undertake a **comprehensive digital transformation initiative**, encompassing:

- Deployment of a **modern, integrated, multilingual University Management Platform**
- Long-term operational sustainability through a **Design–Build–Operate (DBO)** model

**1.2 Objective of the RFP**

The primary objective of this RFP is to select a qualified and experienced Bidder to act as the System Integrator for the project, with highly preference given to **Government Organizations, Government PSUs, or Government Undertakings** participating as an independent legal entity.

**Pre-Bid Meeting and Clarifications**

A **Pre-Bid Meeting** is scheduled on      **March 2026 at 1:00 PM at the AKU Campus** to address queries and provide **clarifications** related to this RFP.

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In the **interest of urgency**, AKU aims to issue the **corrigendum / clarification responses after the Pre-Bid Meeting by \_\_\_\_ March 2026**. Bidders shall submit their **proposals on or before \_\_\_\_ March 2026** to enable AKU to complete the necessary evaluation process in a timely manner.

Any clarifications, responses, amendments, or corrigenda issued by AKU shall form an **integral part of this RFP**.

**Part A – University Management Information System (UMIS):**

Designing, building, deploying and operating an University Management Information System (UMIS) that digitally enables the University’s end-to-end academic, administrative, financial, regulatory and student-facing functions.

In case of Consortium participation, the **Lead Bidder shall be solely responsible** for end-to-end delivery, contractual compliance, and performance obligations under this RFP.

The engagement shall be for a total period of **Five (5) Years from Go-Live**, inclusive of implementation, operations, support and maintenance.

**1.3 Scope at a Glance**

The selected bidder shall be responsible for **end-to-end delivery**, including but not limited to:

- **Infrastructure Design & Engineering**
- **Hardware & Software Procurement**
- **Implementation & Integration**
- **Testing, Commissioning & Go-Live**
- **Operations, Maintenance & SLA Management**
- **Compliance, Security & Reporting**

The solution shall support approximately:

- **1,00,000 Students**
- **500 Faculty Members**
- **150 Affiliated Colleges**
- **10,000 University Assets**

**1.4 Bid Structure and Eligibility**

**a) Bid Structure**

This RFP shall follow a Two-Bid System:

1. Technical Bid

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2. Financial Bid

Financial Bids shall be opened only for technically qualified bidders.

**b) Eligibility (Single Entity or Consortium)**

Participation is permitted either:

- As a single legal entity; **or**
- As a Consortium led by a **Lead Bidder**.

In case of Consortium participation:

- One entity shall be designated as the **Lead Bidder**
- The **Lead Bidder must independently meet 100% of all eligibility criteria** under this RFP

Eligibility credentials of Consortium Members **shall not be considered** for qualification or evaluation, In case of a consortium, the consortium partner responsible for **a minimum value of INR 10 Crore** in Government / organizations.

The Bidder shall submit documentary evidence in support of the above experience, such as:

- Work Order / Contract Agreement
- Completion Certificate or Client Reference Letter
- The **Lead Bidder shall be solely responsible and contractually liable** for the entire scope of work, performance, SLAs, penalties, and compliance

**c) Sub-Contracting** The bidder may engage OEMs and/or specialized subcontractors for specific portions of the scope of work (including but not limited to supply, installation, implementation support, platform components, or specialized services) as required for successful delivery of the project. Such engagement shall **not** be construed as a consortium, joint venture, or association of firms, and shall **not relieve the bidder** of any obligations under the contract. The bidder shall remain **solely and fully responsible** to AKU for end-to-end execution, deliverables, quality, security, statutory compliance, SLA adherence, penalties, and the acts or omissions of its OEMs/sub-contractors. Consortium Members, where applicable, shall be treated as **supporting entities only**, without any privity of contract with AKU.

**1.5 Contract Duration**

Component	Duration
<b>UMIS – Design, Build &amp; Operate</b>	5 Years
<b>Implementation &amp; Go-Live</b>	As per approved project plan
<b>Support &amp; Maintenance</b>	Included in contract period

**1.6 Commercial Model**

The commercial engagement shall follow a **hybrid pricing structure**, comprising:

- **Per-Student based components** for selected application modules
- **Per-Asset pricing** for University Asset Management

Detailed financial formats shall be provided in subsequent sections of this RFP.

**1.7 Availability of RFP Document**

The RFP document shall be made available through:

- Official website of Aryabhata Knowledge University

**1.8 Earnest Money Deposit (EMD) & Performance Security**

- Bidders shall submit an **Earnest Money Deposit (EMD)** in the prescribed form.

The successful bidder shall furnish a **Performance Bank Guarantee (PBG)** for the due performance of the contract.

○ **Consortium Participation**

In case of consortium bids, such relaxation shall be applicable only if the **entity responsible for providing the PBG qualifies as an eligible MSE.**

- Applicable amounts, validity and exemptions shall be defined in the **Bid Data Sheet (BDS).**

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**1.9 Important Dates**

Sl. No.	Activity	Date
1	RFP Publication	To be notified
2	Pre-Bid Conference	To be notified
3	Last Date for Query Submission	To be notified
4	Bid Submission Deadline	To be notified
5	Technical Bid Opening	To be notified
6	Financial Bid Opening	To be notified
7	Award of Contract	To be notified

AKU reserves the right to **amend the schedule** at any stage of the procurement process. In case of any discrepancy between the Key Events and Dates table and Section 1.10 (Important Dates), the dates notified through corrigendum and/or the Bid Data Sheet (BDS) shall prevail.

**1.10 Right to Accept or Reject**

AKU reserves the absolute right to:

- Accept or reject any or all bids
- Annul the bidding process
- Amend or modify the RFP, scope, timelines or conditions without assigning any reason and without incurring any liability.



## SECTION 2: DISCLAIMER

### 2.1 General Disclaimer

This Request for Proposal (RFP) document is issued solely for the purpose of inviting proposals from eligible bidders for the project described herein. The information contained in this RFP, or subsequently provided to bidders, whether verbally or in writing, is intended to assist bidders in preparing their proposals.

While due care has been taken in the preparation of this RFP, **Aryabhata Knowledge University (AKU)** does not make any representation or warranty, express or implied, as to the accuracy, completeness, or adequacy of the information contained herein. Bidders are advised to conduct their own independent assessment and analysis of the requirements, risks, conditions, and obligations associated with the project.

### 2.2 No Obligation to Award

Issuance of this RFP does not constitute any obligation on the part of AKU to award a contract. AKU reserves the right, at its sole discretion, to:

- Accept or reject any or all proposals
- Cancel or withdraw this RFP at any stage
- Modify, amend, or supplement the RFP documents
- Annul the entire bidding process

without assigning any reason and without incurring any liability whatsoever to any bidder.

### 2.3 Right to Amend, Modify or Cancel the RFP

AKU reserves the right to amend, modify, add to, or delete any part of this RFP at any time prior to the deadline for submission of bids. Any such amendment or clarification shall be notified through:

- Official communication channels of AKU.

Such amendments shall form an integral part of the RFP and shall be binding on all bidders.

### 2.4 Responsibility of Bidders

Bidders are solely responsible for:

- Examining this RFP document and any amendments issued
- Seeking clarifications, if required, within the prescribed timelines
- Ensuring full compliance with all instructions, terms, and conditions
- Verifying all facts, figures, and assumptions related to the project

Failure to comply with the requirements of this RFP may result in rejection of the bid.

### 2.5 Costs and Expenses

All costs and expenses incurred by bidders in connection with:



- Preparation of bids
- Participation in pre-bid meetings
- Site visits
- Demonstrations or presentations shall be borne entirely by the bidders. AKU shall not be responsible or liable for any such costs, regardless of the outcome of the bidding process.

**2.6 Confidentiality**

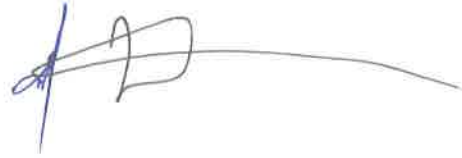
Bidders shall treat all information contained in this RFP and all related communications as confidential. The contents of this RFP shall not be disclosed, published, or reproduced in whole or in part without the prior written consent of AKU, except for the purpose of preparing and submitting a response to this RFP.

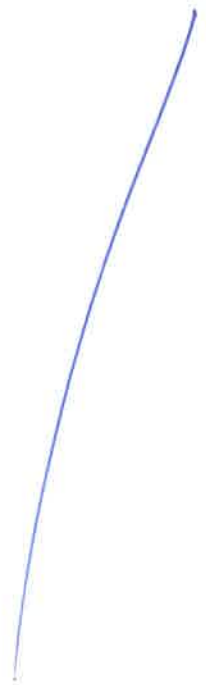
**2.7 No Legal Relationship**

Nothing contained in this RFP shall be construed as creating any legal, fiduciary, or contractual relationship between AKU and any bidder prior to the execution of a formal agreement.

**2.8 Governing Law**

This RFP process shall be governed by and construed in accordance with the laws of India. Any disputes arising during the bidding process shall be subject to the jurisdiction of competent courts in India, unless otherwise specified in the contract.

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### SECTION 3: DEFINITIONS & ABBREVIATIONS

#### 3.1 Definitions

For the purpose of this RFP, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

- **“AKU” or “University”**  
Means **Aryabhatta Knowledge University**, Patna, Bihar.
- **“Bid” or “Proposal”**  
Means the complete set of documents submitted by a bidder in response to this RFP, including technical and financial proposals.
- **“Bidder”** means a **Central/ State Public Sector Undertaking (PSUs), Central /State Government Organization**, participating as a **single legal entity**, submitting a proposal in response to this RFP.
- **“University Management Information System (UMIS)”** means the integrated software platform covering academic, administrative, financial, regulatory, and student-facing functions of AKU and its affiliated institutions.
- **“Design, Build & Operate (DBO)”** means the contractual model wherein the selected bidder is responsible for design, development/implementation, commissioning, and operation of the solution for the contract period.
- **“Operation & Maintenance (O&M)”** means the activities required to operate, support, maintain, and ensure availability and performance of the UMIS.
- **“SLA”** means Service Level Agreement defining measurable service parameters, performance standards, and penalties.
- **“CAPEX”** means capital expenditure incurred towards infrastructure, hardware, software licenses, and initial implementation.
- **“OPEX”** means operational expenditure incurred during the contract period for support, maintenance, and operations.
- **“Go-Live”** means the date on which UMIS becomes operational and available for use by AKU after successful acceptance testing.
- **“Bid Data Sheet (BDS)”** means the section of this RFP that specifies project-specific parameters such as dates, amounts, and submission requirements.
- **“Lead Bidder”** means the PSU / Government Organization that submits the bid on behalf of a Consortium and is solely responsible for compliance, execution, and contractual obligations.
- **“Consortium”** means an association of entities led by a Lead Bidder, formed for the purpose of this bid, where only the Lead Bidder is evaluated and contracted.

#### 3.2 Abbreviations

Abbreviation	Description
AKU	Aryabhatta Knowledge University
DR	Disaster Recovery

<b>UMIS</b>	University Management Information System
<b>LMS</b>	Learning Management System
<b>SLA</b>	Service Level Agreement
<b>O&amp;M</b>	Operations & Maintenance
<b>CAPEX</b>	Capital Expenditure
<b>OPEX</b>	Operational Expenditure
<b>UGC</b>	University Grants Commission
<b>NAAC</b>	National Assessment and Accreditation Council
<b>ABC</b>	Academic Bank of Credits
<b>AISHE</b>	All India Survey on Higher Education
<b>PSU</b>	Public Sector Undertaking
<b>OEM</b>	Original Equipment Manufacturer
<b>PBG</b>	Performance Bank Guarantee
<b>EMD</b>	Earnest Money Deposit

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## SECTION 4: INTRODUCTION & UNIVERSITY OVERVIEW

### 4.1 About Aryabhata Knowledge University

**Aryabhata Knowledge University (AKU)** is a State Public University established by the Government of Bihar with the mandate to regulate, affiliate, and govern higher education institutions across multiple disciplines, including engineering, medical, management, education, law, and allied professional studies.

AKU currently oversees:

- A large network of **affiliated colleges and institutions**
- A rapidly growing **student population exceeding 1,00,000**
- Academic, examination, certification, and regulatory functions at state scale

The University is responsible for:

- Academic governance and curriculum oversight
- Examination management and result processing
- Issuance of degrees, transcripts, and certificates
- Compliance with UGC, NAAC, AISHE, ABC and other statutory bodies
- Digital record preservation and institutional reporting

### 4.2 Existing Academic & IT Landscape (As-Is)

At present, the University operates with a combination of:

- Fragmented applications
- Manual or semi-digital workflows
- Limited centralised infrastructure
- Siloed data repositories across departments and affiliated colleges

These limitations present challenges in:

- Scalability during peak academic cycles
- Data integrity and traceability
- Regulatory reporting and audits
- Stakeholder experience for students, faculty, and administrators

### 4.3 Need for the Project

In order to address current operational challenges and align with:

- **National Education Policy (NEP) 2020**
- **Digital India Programme**
- **UGC digitisation mandates**

- **NAAC accreditation frameworks**

AKU intends to implement:

1. **A comprehensive University Management Information System (UMIS)**

This initiative is envisioned as a **long-term digital backbone** for the University.

#### **4.4 Project Vision**

The University's vision for this project is to establish:

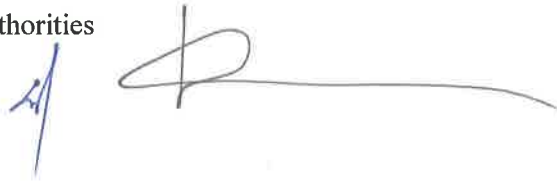
- **A single source of truth** for academic and administrative data
- **A future-ready digital platform** supporting growth and compliance
- **A secure, auditable and resilient IT foundation**
- **A student-centric, faculty-friendly digital ecosystem**

#### **4.5 Key Stakeholders**

The solution shall cater to the needs of:

- University Administration
- Affiliated Colleges
- Faculty Members
- Students and Parents
- Examination & Evaluation Teams
- Regulatory and Audit Authorities

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## SECTION 5: PROJECT OBJECTIVES & KEY OUTCOMES

### 5.1 Overall Project Objectives

The primary objectives of this project are to:

1. **Design, develop and operate an University Management Information System (UMIS)** covering end-to-end university operations.
2. **Ensure long-term operational sustainability** through a Design-Build-Operate (DBO) engagement model.
3. **Improve transparency, efficiency, and governance** across academic and administrative functions.
4. **Enable regulatory compliance** with UGC, NAAC, ABC, AISHE, and Government of India guidelines.
5. In case of Consortium participation, the **Lead Bidder shall be solely responsible** for achieving all project objectives, outcomes, and performance metrics defined under this RFP.

### 5.2 Key Project Outcomes

Upon successful implementation, the University expects to achieve:

#### Academic & Administrative Outcomes

- Fully digitised admission, examination, certification, and academic workflows
- Centralised student, faculty, and college records
- Real-time dashboards and analytics for decision-making

#### Operational Outcomes

- Reduced manual intervention and processing time
- Improved data accuracy and audit readiness
- Standardised processes across affiliated colleges

#### Technology Outcomes

- Secure on-premises infrastructure for critical data
- Scalable hybrid architecture for mission-critical applications
- High availability and performance during peak academic cycles

### 5.3 Scope Segregation

The project scope is divided into two distinct but tightly integrated components:

#### Part A – University Management Information System (UMIS)

- Design, Build, Deploy and Operate a comprehensive university-wide application platform

### 5.4 Project Duration & Phases

The engagement shall be executed in the following phases:

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1. Design & Architecture
2. Procurement & Implementation
3. Testing & Commissioning
4. Go-Live
5. Operations & Maintenance (5 Years)

Phase	Activity	Duration	Cumulative Timeline
Phase 1	UMIS Development & Configuration	24-36 Weeks	Month 6-9
Phase 2	Integration & Data Migration	8 Weeks	Month 5-7
Phase 3	Testing (FAT, SAT, UAT)	6 Weeks	Month 6-7.5
Phase 4	Go-Live & Stabilization	32 Weeks	Month 8-10
Phase 5	O&M Period	5 Years	Post Go-Live

Total Implementation Period: **8-10 Months (Tentative)**

**Technical Validation and Solution Optimization**

The Bidder shall review and validate the scope and technical requirements specified in the RFP and may propose an optimized solution architecture that meets the functional, performance, and scalability requirements of the project, considering both current needs and future expansion.

The Bidder may recommend appropriate technical improvements, alternative configurations, or additional components to ensure optimal performance and long-term sustainability of the system. Any such recommendations having commercial implications shall be clearly identified and submitted to AKU for review and mutual agreement, and if approved, shall be incorporated into the Contract through a formal Change Request including the associated commercial impact.

**SECTION 6: SCOPE OF WORK – UNIVERSITY MANAGEMENT INFORMATION SYSTEM (UMIS)**

**6.1 Overview**

The selected bidder shall be responsible for the **Design, Build, Implementation, Deployment, Operation and Maintenance** of an **University Management Information System (UMIS)** for Aryabhata Knowledge University under a **Design-Build-Operate (DBO)** model for a period of **Five (5) Years**.

The UMIS shall function as a **unified digital platform** to manage academic, administrative, financial, regulatory, and student-centric processes of the University and its affiliated colleges.

### 6.2 Design & Architecture Responsibilities

The bidder shall:

- Design a **modular, scalable, and configurable architecture**
- Support **web-based access** and **mobile applications**
- Ensure **multi-tenant support** for affiliated colleges
- Implement **role-based access control (RBAC)**
- Ensure **interoperability through APIs** for future integrations

### 6.3 Development & Customisation

The bidder shall:

- Configure and customize the UMIS modules as per AKU requirements
- Ensure parameter-driven configurations instead of hard-coded logic
- Support future enhancements without disruption
- Deliver a solution capable of supporting:
  - ~1,00,000 students
  - ~500 faculty members
  - ~150 affiliated colleges

### 6.4 Deployment & Go-Live

The scope includes:

- Installation and deployment of UMIS
- Data migration from legacy systems (where applicable)
- User Acceptance Testing (UAT)
- Phased rollout across colleges and departments
- Go-Live support and stabilization

### 6.5 Operations & Maintenance (5 Years)

During the contract period, the bidder shall provide:

- Application support and helpdesk services

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- Bug fixing and corrective maintenance
- Preventive maintenance and performance tuning
- Version upgrades and security patches
- SLA monitoring and reporting

**6.6 Ownership & Control**

- All data generated shall be the **exclusive property of AKU**
- The bidder shall not use or disclose University data for any other purpose
- Source code escrow and exit provisions shall apply as per contract terms

**6.7 Scope Boundary & Change Management (New)**

Any functionality, module, enhancement, integration, or requirement **not expressly listed** in Section 11 or the Annexures of this RFP shall be treated as **out of scope** for the purposes of this contract.

Any additional requirements identified by AKU during the contract period shall be addressed through a **formal change request mechanism**, including assessment of impact on scope, timelines, and commercials, and shall be implemented only upon mutual written agreement between AKU and the bidder.

AKU reserves the right to assign additional modules, enhancements, integrations, infrastructure expansion, or related digital initiatives to the successful Bidder during the contract period.

Such additional work may include, but is not limited to:

- New application modules
- Integration with third-party systems
- Additional affiliated colleges onboarding
- Security upgrades
- Analytics / AI modules
- Additional mobile applications
- Regulatory changes requiring system enhancement

All such additional work shall be executed through a formal Change Request (CR) mechanism and shall be commercially negotiated based on mutually agreed rates.

The rates for additional work shall be derived from:

- Existing contract rates (if applicable), or
- Pre-agreed man-day rates defined in Financial Proposal, or
- Mutually agreed pricing after impact assessment.

The University may increase or decrease scope up to 25% of contract value, subject to applicable Government procurement norms.

The University may increase or decrease scope up to 25% of contract value, subject to applicable Government procurement norms.

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**SECTION 7: FUNCTIONAL REQUIREMENTS – MODULE-WISE**

The bidder shall provide a **fully integrated solution** covering the following functional modules. Each module shall support **role-based access**, audit trails, and configurable workflows.

**7.1 College Affiliation Management**

- Affiliation of New Colleges - Application, Scrutiny, Committee Formation, Sanction, Affiliation Certificate
- Renewal of Affiliation
- Uploading College Infrastructure, Faculty-Staff-Student Details
- Existing College Registration
- University Notifications

**7.2 Admission Management**

- Online admission application forms
- End-to-end admission workflow handling
- Merit list and seat allocation management
- Student registration with academic history
- Student ID card generation
- Student transfer-in and transfer-out management

**7.3 Student Diary Management**

- Student profile management
- Fees paid & Outstanding Fees Details
- Class and Exam Timetable
- Attendance reports & Analysis
- Promotion and enrolment management
- Leave management
- Library Issue-return Details
- Exam Results & Analysis
- Library OPAC
- News, Notifications, Notices and Updates
- Students Doubt Solving by Faculty
- Alumni records management
- Training and placement

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#### 7.4 Academic Management

- Program, batch, semester, and session management
- Classroom and course management
- Course enrolment mapping
- Timetable and academic calendar generation
- Exam routine generation

#### 7.5 Examination Management

- Exam type and grading configuration
- Admit card generation and printing
- Marks entry
- Digital Valuation Systems (DVS) – On screen Evaluation of Answer Scripts with Question Paper (QP) Data Bank of all previous Years Question Paper(QP)
- Result processing and publication
- Exam attendance tracking

#### 7.6 Study Materials, Assignments & E-Learning

- Upload and management of study materials
- Assignment creation and submission
- Evaluation and grading
- Student access to downloadable content
- E-learning module facilitates an interactive Teaching and Learning Environment for student and teacher

#### 7.7 Fees & Accounts Management

- Fee structure configuration
- Dynamic and advanced fee collection
- Fine and discount rule setup
- Fee receipt generation
- Income and expense tracking
- Upload of supporting financial documents

#### 7.8 Communication & Notifications

- Notice board management
- Email and SMS notifications

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- Event and academic calendar
- Role-based communication targeting

### 7.9 Library Management

- Library member management
- Book issue and return
- Barcode-based tracking
- Library card configuration and printing

### 7.10 Inventory & Asset Management

- Inventory issue and return
- Store and supplier management

### 7.11 Front Desk Management

- Visitor management with token printing
- Admission enquiries and grievance tracking
- Phone call logs
- Meeting and appointment scheduling
- Postal inward and outward management

### 7.12 Transcripts & Certificates

- Result processing
- Transcript generation
- Marksheet and certificate templates
- Secure printing and digital download

### 7.13 Additional Modules

- Transport Management System
- Cafeteria Management System
- Research Project Management
- Accreditation Data Management Systems (ADMS)
- Grievance Management System
- College Management System
- College Statistical Information System
- Mobile App for Students

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- Mobile App for Parents

The inclusion, prioritisation, or **implementation of the above modules shall be subject to AKU's requirements and approval**. Any module not explicitly mandated at Go-Live shall be implemented as per the agreed project plan or through the change management mechanism defined in this RFP.

#### 7.14 Learning Management System (LMS)

- Instructor login
- Student login
- Lecture recording support
- Content upload and streaming
- Free and paid course support
- The bidder shall provide the LMS platform, configuration, and technical enablement required for delivery of academic content.
- **Creation, ownership, and academic responsibility of course content shall rest exclusively with Aryabhatta Knowledge University (AKU) and its affiliated institutions.**
- The bidder shall **not be responsible for content creation**; however, **technical support for lecture recording, streaming, or content digitisation may be provided by the bidder on an on-demand, per-hour basis, only if required by AKU, and shall be chargeable as per the applicable line item in the Financial Bid.**

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## SECTION 8: NON-FUNCTIONAL REQUIREMENTS (NFRs)

### 8.1 Security

- Role-based access control
- Encryption of sensitive data
- Secure authentication mechanisms
- Compliance with DPDP Act and IT Act
- Comprehensive audit logs

### 8.2 Performance & Scalability

- Support concurrent users during peak periods
- Horizontal and vertical scalability
- Optimized database performance
- Load balancing for critical modules

### 8.3 Availability & Reliability

- Minimum application uptime of 99.5%
- Failover mechanisms for critical services
- Graceful degradation during partial outages

### 8.4 Compliance & Regulatory Support

- UGC compliance
- NAAC reporting
- ABC integration
- Government audit readiness

### 8.5 Usability & Accessibility

- Responsive UI/UX
- Multi-language support (English & Hindi)
- Browser and device compatibility
- Accessibility best practices

### 8.6 Logging, Audit & Reporting

- System-wide audit trails
- Configurable reports
- Data export for audits

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## SECTION 9: TRAINING & CHANGE MANAGEMENT

### 9.1 Overview

The selected bidder shall be responsible for comprehensive **training and change management** to ensure smooth adoption of the University Management Information System (UMIS) at Aryabhata Knowledge University and its affiliated institutions.

The objective of this section is to ensure:

- High user adoption
- Minimal operational disruption
- Long-term sustainability of the solution

### 9.2 Training Scope

The bidder shall design and deliver structured training programs for the following stakeholder groups:

#### a) University Administrators

- System configuration
- User and role management
- Academic and administrative workflows
- Reporting and dashboards

#### b) Faculty Members

- Academic modules usage
- Attendance, assessment, and grading
- LMS usage and content upload

#### c) Non-Teaching & Administrative Staff

- Admissions
- Fees and accounts
- HR and payroll
- Examination operations
- Library and inventory

#### d) Students and Parents

- Portal and mobile app usage
- Academic tracking
- Communication and notifications
- LMS access

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**9.3 Training Modes**

Training shall be delivered through a combination of:

- Instructor-led classroom sessions
- Online / virtual training sessions
- Recorded training videos
- User manuals and SOPs
- Quick reference guides

**9.4 Training Deliverables**

The bidder shall provide:

- Training schedules
- Training material (digital and printable)
- Attendance records
- Feedback and assessment reports
- Updated documentation after enhancements

**9.5 Change Management Support**

The bidder shall support AKU through:

- Phased rollout strategy
- User onboarding plans
- Hypercare support during Go-Live
- Handholding support during initial adoption

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**SECTION 10: SERVICE LEVEL AGREEMENTS (SLAs)**

**10.1 SLA Framework**

The bidder shall adhere to a robust SLA framework to ensure:

- Predictable system performance
- Accountability throughout the contract period

SLAs shall apply for the entire **5-year DBO period**.

**10.2 Application Availability SLA**

- Planned maintenance shall be excluded with prior approval

**10.3 Support & Incident Management**

Incidents shall be categorized as follows:

Severity	Description
<b>Critical</b>	Complete application outage
<b>High</b>	Major functionality unavailable
<b>Medium</b>	Partial disruption
<b>Low</b>	Minor issue / cosmetic

**10.4 Response & Resolution Timelines**

Severity	Response Time	Resolution Time
<b>Critical</b>	≤ 30 minutes	≤ 4 hours
<b>High</b>	≤ 1 hour	≤ 8 hours
<b>Medium</b>	≤ 4 hours	≤ 24 hours
<b>Low</b>	≤ 1 business day	≤ 3 business days

**10.5 SLA Monitoring & Reporting**

The bidder shall:

- Maintain SLA measurement mechanisms
- Conduct **quarterly performance reviews**
- Share root cause analysis for repeated issues

## SECTION 11: PROJECT GOVERNANCE & MANAGEMENT

### 11.1 Governance Structure

The bidder shall establish a structured project governance model comprising:

- **Project Steering Committee**
- **Project Management Team**
- **Technical & Functional Leads**
- **AKU Nominated Representatives**

### 11.2 Project Management Methodology

The bidder shall follow a recognised project management methodology, covering:

- Scope management
- Schedule management
- Risk management
- Quality assurance
- Change control

### 11.3 Review & Reporting Mechanism

The bidder shall conduct:

- Weekly project review meetings during implementation
- Monthly operational review meetings during O&M

Reports shall include:

- Progress status
- SLA performance

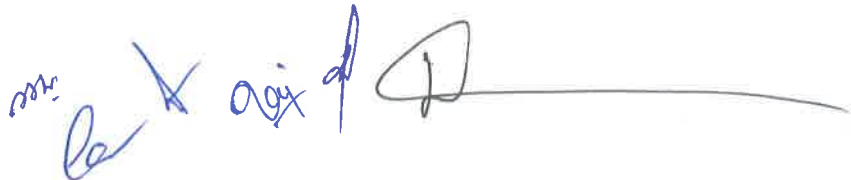
### 11.4 Escalation Matrix

A formal escalation mechanism shall be defined, covering:

- Technical escalation
- Operational escalation
- Management escalation

### 11.5 Change Request Management

- All scope changes shall be documented
- Impact on cost, timeline, and scope shall be assessed
- Changes shall be implemented only after formal approval by AKU

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## SECTION 12: BIDDER ELIGIBILITY & QUALIFICATION CRITERIA

### 12.1 Purpose of Eligibility Criteria

The eligibility and qualification criteria defined in this section are intended to ensure that only **financially sound, technically competent, and operationally experienced Public Sector Undertakings (PSUs) / Government Organizations, Private Limited company** with a demonstrated capability to execute **large-scale, mission-critical Government IT projects** of similar scope such as data centre design, build and manage are permitted to participate in this RFP. Govt. org./Govt. PSUs & other such entities will be treated as per Govt. Rules.

These criteria are framed to:

- Minimise execution, operational, and delivery risks;
- Ensure sustained performance and accountability over the **five (5) year Design–Build–Operate (DBO) period**;
- Establish a **single point of contractual responsibility and liability** with the selected bidder along with its consortium partner; and
- Ensure compliance with Government procurement, audit, and regulatory requirements.

Bidders are required to submit documentary evidence in support of compliance with each eligibility condition. Failure to meet any of the eligibility requirements may result in disqualification at any stage of the evaluation process.

### 12.2 Eligible Bidders

Participation in this RFP is strictly restricted to Bidders may be **Government organisation, Government Undertaking, Central/ State Public Sector Undertaking (PSUs), State Organisation/Undertaking, Private Limited Company** of the Government of India or State Governments, participating as a **single legal entity or as a Consortium led by a Lead Bidder**.

#### Consortium Conditions:

- In case of Consortium participation, one entity shall be designated as the **Lead Bidder**.
- The **Lead Bidder must independently meet 100% of all eligibility, qualification, financial, and technical criteria** specified in this RFP.
- Credentials, experience, financials, or qualifications of Consortium Members **shall not be considered** for eligibility or evaluation.
- The **Lead Bidder and its consortium partner shall be solely responsible and contractually liable** for end-to-end execution, SLAs, penalties, compliance, and performance.
- AKU shall have **no privity of contract** with Consortium Members.

### 12.3 Financial Eligibility

To establish adequate financial capacity and long-term sustainability, the bidder must meet the following financial eligibility criteria:

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- The bidder shall have a **minimum total turnover of INR 15 Crores** over the **last three (3) audited financial years** for the year 2022-23, 2023-24 and 2024-25.
  - The bidder shall not be:
    - Under liquidation,
    - Under insolvency proceedings,
    - Declared bankrupt, or
    - Subject to any arrangement with creditors that may materially affect its ability to perform the contract.

The bidder shall submit the following as documentary proof:

- Audited financial statements (Balance Sheet, Profit & Loss Account) for the last three (3) financial years;
- Statutory auditor's certificate confirming the turnover figures.

In case of Consortium bidding, **financial eligibility shall be assessed solely on the basis of the Lead Bidder's financials**. Aggregation or pooling of financial credentials across Consortium Members shall not be permitted.

AKU reserves the right to seek additional financial information or clarifications, if required, to assess the bidder's financial capability.

#### 12.4 Technical Experience Eligibility

The bidder must demonstrate proven technical and operational experience in the execution of **large-scale, complex IT projects** of similar nature and criticality.

Specifically, the bidder must have experience in:

- Design, implementation, and operation of **large-scale ERP / University Management / Education / e-Governance systems / IT / ITES**

In addition, the bidder must have executed **long-term Operations & Maintenance (O&M) engagements** of a minimum duration of **three (3)**, preferably for Government departments, PSUs, universities, boards, or statutory bodies.

Preference may be accorded to bidders with demonstrated experience in:

- Higher education institutions;
- Universities or educational boards;
- State or Central Government digital platforms.

The bidder shall submit completion certificates, work orders, or client references as evidence of relevant experience.

Only the technical experience of the **Lead Bidder** shall be considered for meeting minimum eligibility and evaluation criteria. Experience of Consortium Members shall not be considered.

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Only the technical experience of the **Lead Bidder** shall be considered for meeting minimum eligibility and evaluation criteria. Experience of Consortium Members shall not be considered.

### 12.5 Local Office Requirement (Mandatory)

The bidder shall have a **functional and operational office located in Patna, Bihar**, for the purpose of project coordination, onsite support, and operational responsiveness.

The bidder shall submit documentary evidence of such office, which may include:

- Lease deed or ownership documents; and/or
- Utility bills; and/or
- GST registration reflecting the Patna address.

The address of the Aryabhata Knowledge University campus shall **not** be considered as compliance with this requirement.

Failure to meet the local office requirement or failure to submit valid documentary proof shall render the bid **non-responsive**.

In case of Consortium participation, the **Local Office requirement shall be applicable only to the Lead Bidder**.

### 12.6 OEM & Sub-Contractor Engagement (Permitted)

The bidder may engage **OEMs and/or specialised subcontractors** for specific portions of the scope of work, including but not limited to:

- Supply of hardware or proprietary software;
- Specialized implementation or integration services;
- Platform components or niche technical services.

Such engagement shall:

- Not be construed as a consortium, joint venture, or association of firms; and
- Not dilute or transfer any contractual responsibility.

Notwithstanding any such engagement, the bidder shall remain **solely and fully responsible** to AKU for:

- Overall project execution;
- Quality and timeliness of deliverables;
- Compliance with SLAs and security requirements;
- Statutory and regulatory compliance; and
- Acts or omissions of its OEMs or subcontractors.

Consortium Members, where applicable, shall be treated as **supporting entities only** and shall not be construed as joint bidders or contracting parties.

AKU shall have the right to seek details of OEMs and subcontractors proposed by the bidder during evaluation or execution of the contract.

### 12.7 Blacklisting & Litigation Status

The bidder shall submit a self-declaration affidavit confirming that:

- The bidder has **not been blacklisted, debarred, or suspended** by any Central Government, State Government, PSU, statutory authority, or autonomous body as on the date of bid submission; and
- There is **no ongoing litigation** or legal proceeding that may materially impact the bidder's ability to perform the obligations under this contract.
- The Lead Bidder shall ensure that neither it nor any Consortium Member is blacklisted or debarred as on the date of bid submission.

In the event that any information provided is found to be false, misleading, or suppressed:

- The bid may be rejected at any stage; and/or
- The contract, if awarded, may be terminated; and/or
- Appropriate legal and contractual action may be initiated.

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**SECTION 13: BID SUBMISSION INSTRUCTIONS**

**13.1 Bid Submission Methodology**

Bids shall be submitted through the **hard copy Registrar Office, AKU, Patna** as notified in the Bid Data Sheet (BDS), in accordance with the procedures specified therein.

No physical submission shall be accepted unless explicitly permitted.

**13.2 Two-Bid System**

The bidding process shall follow a **Two-Bid System**, comprising:

1. **Technical Bid**
2. **Financial Bid**

The Financial Bid shall be opened **only for bidders qualifying in the Technical Evaluation stage**.

**13.3 Contents of the Technical Bid**

The Technical Bid shall include, but not be limited to:

- Bidder eligibility documents
- Technical proposal and approach
- Architecture and solution design
- Compliance to scope and functional requirements
- Project execution methodology
- Team structure and key personnel
- SLA and support approach
- Undertakings and declarations
- Consortium Agreement / MoU duly signed by all Consortium Members, clearly designating the Lead Bidder and defining roles and responsibilities (if applicable).

Failure to submit complete technical documentation may result in rejection. The Technical Bid shall include all documents and forms as specified in Annexure F, including **Format I – Technical Bid**, duly filled, signed, and stamped by the authorized signatory.

**13.4 Contents of the Financial Bid**

The Financial Bid shall be submitted strictly in the **prescribed format** and shall include:

- CAPEX components
- OPEX components for 5 years
- Per-student pricing (where applicable)
- Per-asset pricing (University Asset Management)
- Any other commercial components defined in the RFP



Conditional or incomplete financial bids shall be rejected.

**13.5 Bid Validity**

Bids shall remain valid for a minimum period of **180 days** from the date of opening of the Technical Bid, unless extended by mutual consent.

**13.6 Earnest Money Deposit (EMD)**

1. Bidders shall submit an **Earnest Money Deposit (EMD) of ₹10,00,000 (Rupees Ten Lakh only)**.
2. The EMD shall be submitted in the form of a **Demand Draft**, drawn in favour of **Registrar, Aryabhatta Knowledge University, Patna**, payable at Patna.
3. The EMD shall be valid for a period of **180 days** from the date of opening of the Financial Bid.
4. The EMD shall be denominated in Indian Rupees only. No interest shall be payable on the EMD amount.
5. Bids submitted without the prescribed EMD shall be **rejected outright**.
6. The EMD of unsuccessful bidders shall be returned within **90 days** from the date of opening of the Financial Bid.
7. The EMD of the successful bidder shall be returned upon:
  - o Award of Contract, and
  - o Submission of the Performance Bank Guarantee within the stipulated time.
8. The EMD shall be non-transferable.
9. The EMD may be forfeited if:
  - o The bidder withdraws or modifies its bid during bid validity
  - o The successful bidder fails to sign the contract or submit the Performance Bank Guarantee
  - o Any information submitted is found to be false, fraudulent, or misleading
  - o The bidder deliberately delays or disrupts the bid evaluation process

The decision of AKU regarding forfeiture of EMD shall be final and binding.

10. Consortium partner under “Micro and Small Enterprises (MSEs) registered under a valid Udyam Registration, whose registration covers the tendered goods and/or services, and who are also GST registered, subject to submission of valid documentary evidence in support thereof. Such exemption shall not apply to the requirement of furnishing Performance Bank Guarantee (PBG), Security Deposit, or any other contractual securities as stipulated under this RFP.” But exemption applicable on EMD (Udyam Registration relaxation should be given as per the rules.

**13.7 RFP Document Fee**

1. Interested bidders shall pay a non-refundable **RFP Document Fee of ₹5,000 (Rupees Five Thousand only)**.

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2. The RFP document may be downloaded free of cost from the University website; however, submission of the bid shall be valid **only upon payment of the RFP Document Fee**.
3. The RFP Fee shall be paid **offline through Demand Draft**, drawn in favour of **Registrar, Aryabhata Knowledge University, Patna**, payable at Patna.
4. Bids not accompanied by the prescribed RFP Document Fee, or accompanied by an inadequate fee, shall be **rejected as non-responsive**.

### 13.8 General Information & Guidelines

1. Aryabhata Knowledge University (AKU) invites bids in response to this Request for Proposal (RFP) from eligible bidders for the scope of work as defined in this RFP document.
2. Any contract that may result from this bidding process shall be effective from the **date of Go-Live** of the solution and shall, unless terminated earlier in accordance with the terms of the contract, continue for a period of **five (5) years from the date of Go-Live**.
3. AKU reserves the right to extend the contract period on mutually agreed terms at its sole discretion, subject to compliance with applicable laws, rules, and regulations of the University.
4. Proposals must be received not later than the time, date, and manner specified in the **Key Events & Dates** section. Proposals received after the stipulated deadline shall **not be considered** and shall be rejected as non-responsive.
5. While every effort has been made to provide comprehensive and accurate background information and requirements, bidders are expected to conduct their own independent assessment, due diligence, and verification of the scope and requirements before submitting their proposals.
6. All information, statements, and representations submitted by bidders in their proposals shall be deemed **contractually binding** upon the bidder in the event of award of the contract.
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 AKU. Any communication indicating preferred bidder status shall not create any enforceable rights in favour of the bidder.
8. This RFP supersedes all prior documentation, communications, or representations, whether written or oral, issued in relation to this procurement. Bidders shall place no reliance on such earlier communications.
9. All prices, costs, and financial figures shall be quoted **only in Indian Rupees (INR)**.
10. No bidder shall submit more than one bid for this project. A bidder participating in this RFP shall do so **only as a single entity**. Any bid found to be submitted as a consortium, joint venture, or association shall be rejected as non-responsive.

### 13.9 Authentication / Authorisation of Bid

1. The bid shall be signed digitally / e-signed (as per portal requirement) and/or physically signed and scanned (as applicable) by an authorised signatory of the bidder who is legally empowered to bind the bidder to the obligations of this RFP and any contract arising therefrom.

2. The bidder shall submit a valid authorisation document (Board Resolution / Authorisation Letter / Power of Attorney) in favour of the person signing the bid, in the format prescribed in the relevant annexure (to be attached) or as acceptable to AKU.
3. In the event of any discrepancy or doubt regarding authorisation, AKU reserves the right to seek clarification or additional documentary proof. Failure to produce satisfactory proof of authorisation may render the bid non-responsive.
4. All declarations, undertakings, forms, annexures, and supporting documents submitted with the bid shall be duly signed and stamped by the authorised signatory.
5. In case of Consortium bidding, the bid shall be signed **only by the authorised signatory of the Lead Bidder**, supported by a Power of Attorney from Consortium Members, if required.

**13.10 Corrections, Overwriting, and Erasures**

1. The bid shall be complete, clear, and legible. The bidder shall ensure that all required fields, formats, and annexures are duly filled.
2. Any overwriting, erasure, or correction in any document submitted by the bidder shall be initialled/signed by the authorised signatory (wherever applicable).
3. AKU may reject bids containing ambiguous, materially altered, or tampered submissions, or where corrections create uncertainty in interpretation.
4. In case of arithmetical errors in the Financial Bid, the corrections/normalisation shall be carried out by AKU as per applicable tender norms and portal rules, and AKU’s decision shall be final and binding.

**13.11 Late Bids / Delayed Submissions**

1. Bids submitted after the bid submission deadline as specified in the Key Events and Dates / BDS / corrigendum (including any extensions) shall not be considered and shall be treated as late bids.
2. The bidder shall be solely responsible for ensuring timely submission of bids on the designated procurement portal, including allowances for internet connectivity, portal load, file upload time, and other technical factors.
3. AKU shall not be responsible for delays or non-submission due to reasons attributable to the bidder, including but not limited to last-minute technical issues, incorrect uploads, or failure to comply with portal procedures.

**SECTION 14: TECHNICAL EVALUATION CRITERIA**

**14.1 Evaluation Philosophy**

The Technical Evaluation shall be conducted to assess the bidder’s:

- Understanding of the project
- Technical soundness of the proposed solution
- Implementation capability

- Long-term operational readiness
- In case of Consortium participation, **technical evaluation and scoring shall be carried out solely on the basis of the Lead Bidder’s proposal and credentials.**

The objective is to select a bidder offering the **best value to the University**, not merely the lowest cost.

**14.2 Technical Evaluation Process**

The Technical Evaluation shall consist of:

- Preliminary scrutiny of eligibility documents
- Detailed evaluation of technical proposals
- Compliance assessment against RFP requirements
- Presentations / demonstrations (if required)

Only bidders meeting the minimum technical qualifying score shall proceed to the Financial Evaluation stage.

**14.3 Evaluation Parameters**

Technical evaluation may consider, inter alia:

- Bidder’s institutional experience
- UMIS architecture and scalability
- Compliance with functional and non-functional requirements
- Security and compliance approach
- Project management and governance model
- Support and SLA framework

**14.4 Minimum Qualifying Score**

The minimum qualifying technical score shall be specified in the Bid Data Sheet (BDS). Bidders failing to achieve the minimum score shall be disqualified.

**14.5 Right of the University**

The University reserves the right to:

- Seek clarifications
- Conduct site visits or reference checks
- Reject bids that are technically non-responsive

**14.6 Presentation & Demonstration Evaluation – 30 Marks**

Criteria	Marks
Solution Architecture & Design Approach	8
Scalability & Performance Strategy	5
Security & Compliance Framework	5

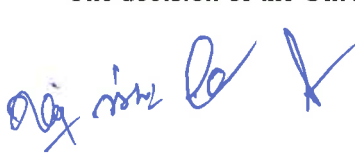


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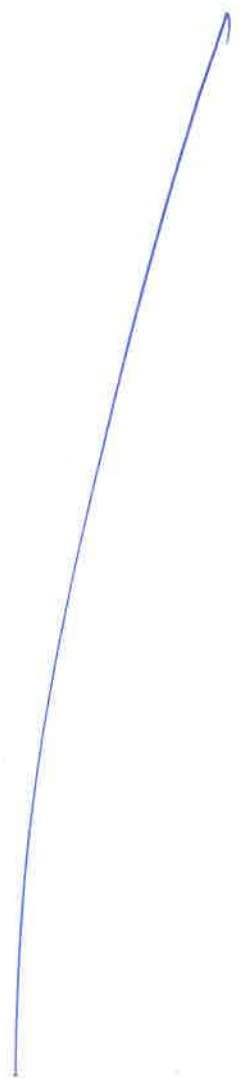
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Implementation Methodology & Timeline	4
O&M & Governance Model	4
DR & Business Continuity Strategy	4
<b>Total</b>	<b>30 Marks</b>

Presentation marks shall form part of the technical score.  
Failure to attend presentation shall result in disqualification.

The decision of the University in the evaluation process shall be final and binding.

*Signature*   



## SECTION 15: FINANCIAL EVALUATION & BID OPENING

### 15.1 Financial Evaluation Approach

The Financial Evaluation shall be conducted only for those bidders who have **successfully qualified in the Technical Evaluation stage**. The objective of the Financial Evaluation is to identify the bidder offering the **most competitive and cost-effective commercial proposal**, while ensuring full compliance with the scope, service levels, and contractual obligations defined in this RFP.

In case of Consortium bidding, the **Financial Bid shall be submitted by the Lead Bidder only**, and evaluation shall be conducted solely on the Lead Bidder's quoted prices.

The University shall adopt a transparent and objective evaluation methodology in line with applicable Government procurement rules.

### 15.2 Financial Bid Opening

Financial Bids of technically qualified bidders shall be opened on the offline (as per the university decision taking Committee), on the date and time notified by the University. Bidders may attend the financial bid opening, where permitted under the portal guidelines.

### 15.3 Financial Bid Evaluation Methodology

The Financial Bids shall be evaluated on the basis of the **Total Cost of Ownership (TCO)** over the complete contract period of five (5) years. The TCO shall include, but not be limited to:

- One-time **CAPEX** for UMIS implementation
- Recurring **OPEX** for operations, support, and maintenance
- Per-student based charges (where applicable)
- Per-asset pricing for University Asset Management
- Any other mandatory commercial components specified in the RFP

All prices shall be quoted in **Indian Rupees (INR)** and shall be exclusive of applicable taxes, which shall be indicated separately.

### 15.4 Determination of Lowest Bidder (L1)

The bidder quoting the **lowest evaluated financial bid (L1)**, after normalization and arithmetical corrections (if any), shall be considered for award of contract, subject to compliance with all RFP conditions and successful completion of post-bid formalities. The Contract, if awarded, shall be issued **only to the Lead Bidder**, irrespective of Consortium composition.

### 15.5 Right to Reject Abnormally Low or High Bids

The University reserves the right to seek detailed justification for bids that appear **abnormally low or abnormally high**. In the absence of satisfactory justification, such bids may be rejected in accordance with Government procurement guidelines.

## SECTION 16: S & MILESTONES

### 16.1 Payment Philosophy

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Payments under this contract shall be milestone-based and structured to ensure timely execution, cash-flow viability for the bidder, and transparency for the University. The payment mechanism is designed to:

- Enable early procurement of critical infrastructure components
- Support uninterrupted implementation and operations
- Align payments with clearly defined deliverables and acceptance milestones

Payments shall be released upon submission and acceptance of the required documents and deliverables, in accordance with applicable Government payment rules. All payments under the Contract shall be made **exclusively to the Lead Bidder**. AKU shall have no payment obligation towards Consortium Members.

#### 16.2 University Management Information System ( ) – Payment Terms as per the below terms

- 25% Requirement Freeze
- 35% Prototype Approval
- 30% Deployment of UIMS
- 5% on UAT and
- 5% Successful completion of implementation milestones, Acceptance of the system by the University and Go-live

#### 16.3 Payment Timeline

16.3.1 UIMS Implementation: Payments for UIMS shall be released within 30 days from the submission of Invoice for each milestone.

- Delay beyond 30 days attracts interest @ SBI MCLR + 2%.
- Partial payment on partial delivery is allowed.
- Bidder will get their payment after 120 days of delivery of product in case the installation, commissioning and go-live is delayed due to site issues.
- AKU reserve the right to negotiate the O&M payment for UIMS with the selected bidder.

#### 2. Annual Payment Model

Payments for the after deployment support services for UMIS component shall be made on an **annual basis** within 15 days after submission of invoice for the duration of the five (5) year contract period, subject to:

- Successful completion of implementation milestones
- Acceptance of the system by the University

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- o Continued availability and support during the applicable year

**3. Implementation Phase Payments**

Payments during the initial implementation phase shall be linked to:

- o Completion of design and configuration
- o Module-wise implementation and acceptance
- o Successful Go-Live and stabilization

**4. Recurring Annual Payments**

Post Go-Live, annually in advance payments shall cover:

- o Application operations and maintenance
- o Support services and helpdesk
- o Upgrades, patches, and performance optimisation

**5. Variable Pricing Components**

Per-student, per-asset, and other variable commercial components (if applicable) shall be reconciled periodically based on actual usage, in accordance with the pricing structure defined in the Financial Bid.

**16.4 ESCROW ACCOUNT ARRANGEMENT**

**1. PURPOSE**

1.1 The Parties agree to establish a dedicated Escrow Account for transparent receipt and distribution of all project-related payments received from the Client/Authority under the Contract.

1.2 The Escrow mechanism shall ensure timely, automatic, and auditable disbursement of funds between:

- Lead PSU (hereinafter referred to as “Lead Member”), and
- Consortium / Pre-Bid Partner (hereinafter referred to as “Partner”).

**2. ESTABLISHMENT OF ESCROW ACCOUNT**

2.1 A dedicated Escrow Account shall be opened with a Scheduled Commercial Bank mutually agreed by the Parties.

2.2 The Escrow Account shall be governed by a tripartite Escrow Agreement executed among:

- Lead PSU
- Consortium / Partner
- Escrow Bank

2.3 The Escrow Account shall be used exclusively for the subject Project and shall not be used for any other purpose.

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2.4 The Escrow Account shall remain operational throughout the Contract period.

### 3. RECEIPT OF PROJECT FUNDS

3.1 All payments released by the Client/Authority under the Contract shall be credited directly into the Escrow Account.

3.2 The Lead PSU shall ensure that all invoices submitted to the Client include the Escrow Account details for remittance.

3.3 No project-related payment shall be received in any account other than the Escrow Account.

### 4. MARGIN RETENTION BY LEAD PSU

4.1 Upon receipt of funds in the Escrow Account, the Lead PSU shall be entitled to retain its agreed margin as specified in Annexure-A of the Consortium Agreement.

4.2 The margin shall be calculated on the gross amount received from the Client, excluding statutory taxes unless otherwise agreed.

4.3 The margin percentage/value shall be fixed and mutually agreed in writing.

### 5. SAME-DAY TRANSFER OF BALANCE AMOUNT

5.1 After retaining its agreed margin, the Lead PSU shall issue written instruction to the Escrow Bank on the same working day to transfer the balance amount to the Consortium / Pre-Bid Partner.

5.2 Such transfer shall be executed through RTGS / NEFT / Bank Transfer on the same business day, subject to bank cut-off timings.

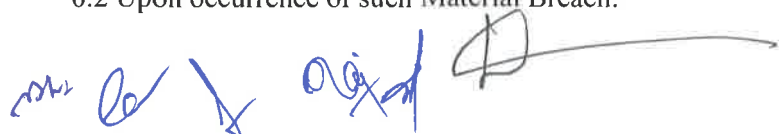
5.3 Under no circumstances shall the balance amount be withheld beyond one (1) working day from the date of credit in the Escrow Account, except in cases of:

- Statutory deductions mandated by law
- Client-side dispute formally communicated
- Force Majeure event
- Written mutual agreement between Parties

### 6. MATERIAL BREACH CLAUSE

6.1 Failure by the Lead PSU to instruct transfer of the balance amount within one (1) working day from receipt of funds in the Escrow Account shall constitute a **Material Breach of the Consortium Agreement**.

6.2 Upon occurrence of such Material Breach:



- (a) The Partner shall be entitled to issue a written notice demanding immediate compliance.
- (b) If the breach continues beyond three (3) working days, the Partner shall be entitled to:

- Invoke dispute resolution provisions; and/or
- Claim interest at SBI MCLR + 3% per annum on the delayed amount; and/or
- Seek indemnification for financial losses arising from such delay.

6.3 Repeated breach (more than two instances in a financial quarter) shall constitute a fundamental default, entitling the Partner to initiate termination proceedings as per the Consortium Agreement or request client to direct payment in his bank account.

**7. PAYMENT REMITTANCE DETAILS**

7.1 Immediately upon execution of transfer, the Lead PSU shall provide to the Partner:

- UTR Number
- Date of Transfer
- Amount Transferred
- Invoice Reference
- Escrow Credit Reference

7.2 Such remittance confirmation shall be shared via official email on the same working day.

7.3 The Escrow Bank statement shall serve as primary documentary evidence of payment.

**8. TAXES & STATUTORY DEDUCTIONS**

8.1 Any TDS or statutory deductions made by the Client shall be proportionately accounted between the Parties as per their respective billing components.

8.2 Each Party shall remain responsible for its own statutory tax compliance.

**9. TRANSPARENCY & AUDIT RIGHTS**

9.1 Both Parties shall have online view access to the Escrow Account.

9.2 Either Party may request certified bank statements for audit purposes.

**10. DISPUTE RESOLUTION**

10.1 Any dispute relating to escrow distribution shall first be resolved amicably within seven (07) days and then to client for their intervention and resolution.

10.2 Failing amicable resolution, the dispute shall be referred to arbitration under the Arbitration & Conciliation Act, 1996.

10.3 The seat of arbitration shall be New Delhi / Patna (as mutually agreed).

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## 11. TERMINATION & CLOSURE

11.1 Upon completion or termination of the Project, the Escrow Account shall be closed after settlement of all dues.

11.2 Any remaining balance shall be distributed as per agreed revenue sharing.

### FLOW SUMMARY

Client Payment  
 ↓  
 Escrow Account Credit  
 ↓  
 PSU Margin Retained  
 ↓  
 Same-Day Transfer Instruction  
 ↓  
 Balance Transferred to Partner  
 ↓  
 UTR Shared Same Day

Failure to transfer within 1 working day = Material Breach

Bank Account of Lead Bidder

Bank Account of Consortium Partner

### 16.5 Other Line Items / As-Required Services

Payments for additional services or line items (including but not limited to on-demand support services, optional platform support activities, or any other approved services) shall be made **on an as-required basis**, subject to:

- Prior approval by the University
- Submission of valid invoices
- Certification of service delivery by authorised University representatives

The applicable rates for such services shall be as quoted in the Financial Bid. Any services delivered by Consortium Members shall be invoiced to AKU **only through the Lead Bidder**.

### 16.6 Invoicing & Certification

1. All invoices raised by the bidder shall be supported by:
  - Relevant milestone completion certificates
  - Acceptance sign-off from authorised University representatives



2. Payments shall be released strictly within the timelines prescribed in this RFP or LOI.LOA subject to completeness and correctness of documentation-

**16.7 Taxes & Duties**

All applicable taxes and duties shall be quoted separately in the Financial Bid. Any change in statutory taxes during the contract period shall be governed by prevailing Government regulations.

**16.8 No Penalties / Service Credits**

No penalty, service credit, or liquidated damages shall be levied under this payment section. Any contractual remedies, if applicable, shall be governed strictly by the termination and dispute resolution provisions of the Contract Agreement.

*in order to*

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## SECTION 17: CONTRACT TERMS & CONDITIONS

### 17.1 Contract Period

The contract shall be awarded for a period of **Five (5) Years**, covering:

- Design, Build and Commissioning
- Design, Build and Operate of the UMIS

The contract may be extended on mutually agreed terms, subject to satisfactory performance.

### 17.2 Contract Agreement

The successful bidder shall enter into a formal agreement with the University, incorporating:

- This RFP
- Bid documents
- Addenda and clarifications
- Service Level Agreements (SLAs)
- Accepted commercial terms

In case of conflict, the agreement shall prevail. In case of Consortium participation, the Contract Agreement shall be executed **only with the Lead Bidder**, who shall be solely responsible for compliance with all terms and conditions of the Contract.

### 17.3 Intellectual Property Rights (IPR)

All data, records, reports, configurations, and outputs generated under this project shall remain the **exclusive property of the University**.

The bidder shall not claim ownership or usage rights over University data.

Custom developments undertaken specifically for the University shall be governed by IPR and source-code provisions detailed in the contract, including escrow mechanisms where applicable.

Generic, pre-existing software platforms, tools, frameworks, or libraries of the bidder used in delivering the solution shall remain the intellectual property of the bidder; however, AKU shall have a perpetual, irrevocable, royalty-free right to use such components as part of the delivered solution for its internal purposes.

### 17.4 Confidentiality & Data Protection

The bidder shall maintain strict confidentiality of all University data and shall comply with:

- Information Technology Act, 2000
- Digital Personal Data Protection (DPDP) Act
- Applicable Government cyber-security guidelines

### 17.5 Exit Management

Upon expiry or termination of the contract, the bidder shall:

- Ensure smooth transition of services

- Hand over all data, documentation, and configurations
- Provide reasonable transition support for continuity of operations
- In case of Consortium participation, all exit management obligations, including transition support and handover, shall be the **sole responsibility of the Lead Bidder**, irrespective of the involvement of Consortium Members.

**17.6 Termination**

The University may terminate the contract, in whole or in part, under conditions including but not limited to:

- Material breach of contract
- Persistent material non-performance after written notice and opportunity to cure, as defined in the Contract Agreement
- Insolvency or inability to perform

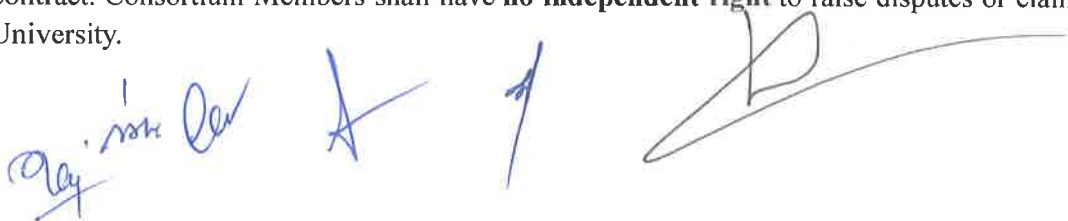
Termination provisions shall be detailed in the final agreement.

**17.7 Force Majeure**

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, such as natural disasters, war, or Government actions, subject to timely notification and mitigation.

**17.8 Dispute Resolution & Jurisdiction**

Any disputes arising out of or in connection with this contract shall be resolved in accordance with the **Arbitration and Conciliation Act, 1996**, with the seat of arbitration and jurisdiction as specified in the contract. Consortium Members shall have **no independent right** to raise disputes or claims against the University.

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**SECTION 18: MISCELLANEOUS PROVISIONS**

**18.1 Clarifications & Pre-Bid Meeting**

To provide bidders with an opportunity to seek clarifications on the RFP, the University may conduct a **Pre-Bid Meeting** on the date, time, and mode specified in the Bid Data Sheet (BDS).

All clarifications sought by bidders shall be submitted **in writing only**, within the timelines prescribed. Responses to queries, along with any amendments or corrigenda, shall be published through the designated Government procurement portal and shall form an integral part of this RFP.

No verbal clarification shall be binding on the University.

**18.2 Amendment to RFP**

The University reserves the right to amend, modify, add, or delete any part of this RFP at any stage prior to the submission deadline. Any such amendment shall be notified through the official procurement portal and shall be binding on all bidders.

Bidders are advised to regularly check the portal for updates and corrigenda.

**18.3 Deviations & Exceptions**

Bidders shall submit all **technical or commercial deviations**, if any, in the prescribed deviation format only.

- Deviations not explicitly stated shall not be considered.
- Conditional bids or bids with material deviations may be rejected.
- The University reserves the right to accept or reject deviations at its sole discretion.
- Any deviation proposed by a Consortium Member shall be routed **only through the Lead Bidder** and shall be binding solely on the Lead Bidder.

**18.4 Fraudulent & Corrupt Practices**

The University requires bidders to observe the highest standards of ethics during the procurement and execution of this contract.

Any bidder found to have engaged in:

- Fraud
- Corruption
- Collusion
- Misrepresentation of facts

shall be subject to disqualification, termination of contract, forfeiture of EMD/PBG, and debarment, as per applicable Government rules.

**18.5 Conflict of Interest**

MSH  


Bidders shall disclose any actual or potential conflict of interest that may arise during the bidding or execution of the project. Failure to disclose such conflicts may result in disqualification or termination of the contract.

**18.6 Assignment & Sub-Contracting**

The bidder shall not assign or transfer the contract, in whole or in part, to any third party.

However, the bidder may engage OEMs and/or specialised subcontractors for specific portions of the scope of work, including supply, installation, implementation support, platform components, or specialised services, as may be required for successful execution of the project. Such engagement shall **not be construed as an assignment, consortium, joint venture, or association of firms**, and shall **not create any privity of contract** between Aryabhata Knowledge University (AKU) and the subcontractor.

Notwithstanding any such sub-contracting arrangement, the bidder shall remain **solely and fully responsible** to AKU for:

- End-to-end execution of the contract;
- Quality, timeliness, and completeness of all deliverables;
- Compliance with Service Level Agreements (SLAs);
- Security, statutory, and regulatory compliance; and
- Acts, omissions, defaults, or failures of its OEMs or subcontractors.

Sub-contracting shall not relieve the bidder of any contractual obligation or liability under this RFP or the resulting contract. Consortium participation, where permitted, shall not be construed as assignment or transfer of contractual responsibility from the Lead Bidder.

**18.7 Indemnity**

The bidder shall indemnify and hold harmless the University against any claims, losses, damages, penalties, or liabilities arising from:

- Breach of contract
- Infringement of intellectual property rights
- Violation of statutory or regulatory requirements
- Acts or omissions of the bidder or its personnel
- Indemnity obligations shall be subject to the limitation of liability provisions defined in the Contract Agreement.
- The indemnity obligations under this Contract shall apply **solely to the Lead Bidder**, including indemnification arising from acts or omissions of Consortium Members.

**18.8 Limitation of Liability**

The limitation of liability of the bidder shall be defined in the final contract agreement, subject to exclusions for:

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- Wilful misconduct
- Fraud
- Gross negligence
- Breach of confidentiality or data protection obligations

**18.9 Governing Law**

This RFP and the resulting contract shall be governed by and construed in accordance with the **laws of India.**

**18.10 Jurisdiction**

Subject to the dispute resolution mechanism specified in the contract, courts located within Patna shall have exclusive jurisdiction over matters arising from this RFP and the resulting agreement.

Agreed by [Signature] [Signature]

[Signature]

**SECTION 19: ANNEXURES & SCHEDULES**

**19.1 Purpose of Annexures**

The annexures and schedules form an **integral and binding part** of this RFP and provide detailed formats, templates, and reference documents required for bid submission, evaluation, and contract execution.

Bidders shall strictly adhere to the formats provided herein.

**19.2 List of Annexures**

**ANNEXURE A**

**FUNCTIONAL COMPLIANCE MATRIX – UMIS**

**Instructions to Bidders**

1. The Bidder shall indicate compliance against each functional area as:
  - o **C – Complied**
  - o **PC – Partially Complied**
  - o **NC – Not Complied**
2. For **PC / NC**, brief justification must be provided in the “Remarks” column.
3. All modules shall be provided as part of a **single, fully integrated UMIS platform**.

**A1. Core Functional Modules – Compliance Matrix**

Sl. No.	Functional Area / Module	Compliance (C / PC / NC)	Remarks / Explanation
1	Admission Management System		
2	Student Information & Lifecycle Management		
3	Academic Structure & Curriculum Management		
4	Examination & Evaluation Management		
5	Results, Marksheetworks & Certificate Management		
6	Fees & Accounts Management		
7	Learning Management System (LMS)		
8	Library Management System		
9	Inventory & Stores Management		
10	Hostel Management System		
11	Transport Management System		
12	Front Desk & Grievance Management		
13	Communication, Alerts & Notifications		
14	University Asset Management System		
15	Research / Project Management		
16	College / Affiliated Institution Management		
17	Mobile Application (Students / Parents)		




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**A2. Platform & Architecture Capabilities**

Sl. No.	Capability Area	Compliance (C / PC / NC)	Remarks
1	Web-Based & Browser Independent Access		
2	Mobile Application Support		
3	Role-Based Access Control (RBAC)		
4	Multi-College / Multi-Entity Architecture		
5	API-Based Integration Capability		
6	Configurable & Parameter-Driven Workflows		

**A3. Security, Audit & Data Governance**

Sl. No.	Security / Governance Requirement	Compliance (C / PC / NC)	Remarks
1	Data Ownership with AKU		
2	System-wide Audit Trails		
3	User Activity Logging		
4	Encryption of Sensitive Data		
5	Compliance with DPDPA Act & IT Act		

**A4. Declaration by Bidder**

We hereby certify that the information provided in this Functional Compliance Matrix is true and correct. We understand that any misrepresentation or false declaration may lead to rejection of the bid or termination of the contract, if awarded.

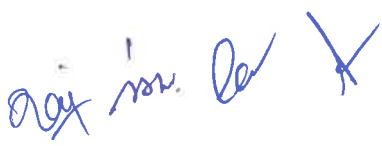

**Authorized Signatory Name:**

**Designation:**

**Organization:**

**Signature & Seal:**

**Date:**

**ANNEXURE B**

**SERVICE LEVEL AGREEMENTS (SLA) & KPI – COMPLIANCE MATRIX**

**Instructions to Bidders**

1. The Bidder shall indicate compliance against each SLA / KPI parameter as:
  - o **C – Complied**
  - o **PC – Partially Complied**
  - o **NC – Not Complied**
2. SLAs shall be applicable for the **entire Five (5) Year contract period from Go-Live.**
3. This Annexure is for **technical evaluation and contractual baseline** purposes only.
4. No penalty or service-credit mechanism is applicable unless explicitly defined in the final Contract Agreement.

**B1. SLA Framework & Governance**

Sl. No.	SLA Requirement	Compliance (C / PC / NC)	Remarks
1	Defined SLA framework UMIS		
2	SLA applicable for entire contract duration		
3	SLA measurement on monthly basis		
4	Exclusion of planned maintenance		

**B2. UMIS Application Availability**

Sl. No.	Parameter	Requirement	Compliance	Remarks
1	Application uptime	Minimum 99.5%		
2	Measurement basis	Monthly		
3	Maintenance window communication	Mandatory		

**B3. Incident Classification**

Severity Level	Description	Compliance (C / PC / NC)	Remarks
<b>Critical</b>	Complete service / application outage		
<b>High</b>	Major functionality unavailable		
<b>Medium</b>	Partial disruption		
<b>Low</b>	Minor / cosmetic issue		

**B4. Preventive Maintenance**

Sl. No.	Requirement	Compliance (C / PC / NC)	Remarks
1	Scheduled preventive maintenance		
2	Advance communication of maintenance		
3	Avoidance during critical academic periods		
4	Maintenance documentation		

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**B5. SLA Monitoring & Reporting**

Sl. No.	Reporting Requirement	Compliance (C / PC / NC)	Remarks
1	Monthly SLA performance report		
2	Uptime & incident metrics		
3	Quarterly review meetings		
4	Root cause analysis for major incidents		

**B6. Key Performance Indicators (KPIs)**

Sl. No.	KPI Area	KPI Description	Compliance	Remarks
1	Availability	System uptime		
2	Support	Incident response adherence		
3	Operations	Preventive maintenance execution		
4	Reporting	Timely SLA reporting		
5	Governance	Review & escalation adherence		

**B7. SLA Declaration**

We hereby confirm that the proposed University Management Information System (UMIS) shall comply with the SLA and KPI requirements specified in this RFP for the entire contract period of five (5) years from Go-Live.

**Authorized Signatory Name:**

**Designation:**

**Organization:**

**Signature & Seal:**

**Date:**

*Ajmer*

**ANNEXURE C**

**FINANCIAL BID FORMAT (TOTAL COST OF OWNERSHIP – 5 YEARS)**

(To be submitted online only in the prescribed Financial BOQ format. Conditional or incomplete Financial Bids shall be rejected.)

**C1. General Instructions to Bidders**

1. All prices shall be quoted in **Indian Rupees (INR)** only.
2. Prices shall be **exclusive of applicable taxes** (GST or other statutory levies), which shall be quoted separately.
3. Financial evaluation shall be based on **Total Cost of Ownership (TCO) for Five (5) Years from Go-Live.**
4. Prices shall remain **firm** for the entire contract period, unless otherwise permitted under the contract.
5. No minimum volume commitment is implied unless explicitly stated by the University.
6. Content creation (academic or instructional) is **explicitly excluded** from the bidder’s scope.

**C2. Financial Summary – TCO (5 Years)**

Sl. No.	Cost Component	Amount (₹)
1	UMIS – One-Time Implementation Charges (A1 of 19.2)	
2	UMIS – Annual Operations & Support (5 Years)	% per year for 5 years
3	Per-Student Academic & Examination Charges	
4	Scanning of Answer copy ( 1 Answer Copy = 56 Pages)	
5	Certification & Tabulator Register, Processing Charges	
	<b>Grand Total (TCO – 5 Years)</b>	

**C5. UMIS – One-Time Implementation Charges (C2.1)**

Sl. No.	Component	Amount (₹)
1	System Design & Architecture	
2	Configuration & Customisation	
3	Data Migration (if applicable)	
4	Testing, UAT & Go-Live Support	
	<b>Total UMIS Implementation Cost</b>	

**C6. UMIS – Annual Operations & Support Charges (C2.2)**

Payable annually for Five (5) Years from Go-Live

Year	Annual Charges (%)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

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**C7. Per-Student Academic & Examination Process Charges (C2.3)**

Applicable only if required/activated by AKU

Billing shall be based on actual University-certified student numbers

Sl. No.	Description	Unit	Rate (₹)
1.1	Online Admission (Form download, application, merit processing, temporary registration no.)	Per Student / Semester / Year	
1.2	Online Semester Registration Process	Per Student / Semester / Year	
1.3	Attendance Management	Per Student / Semester / Year	
1.4	Pre-Examination Processing	Per Student / Semester / Year	
1.5	Post-Examination Processing including NAD upload	Per Student / Semester / Year	

**C8. BarcodedOMR Answer Script Scanning & Processing for DVS (C2.4)**

Sl. No.	Description	Unit	Rate (₹)
8	Scanning, processing & result data extraction	Per Sheet	

**C9. Optional Functional Modules – Enablement Pricing**

Modules may be activated independently based on University requirement

Sl. No.	Module	Pricing Basis	Rate (in percentage %)
1	Fee Management	Annual / Lump Sum	
2	Inventory Management	Annual / Lump Sum	
3	Hostel Management	Annual / Lump Sum	
4	Transport Management	Annual / Lump Sum	
5	Cafeteria Management	Annual / Lump Sum	
6	Research Project Management	Annual / Lump Sum	
7	Grievance Management System	Annual / Lump Sum	
8	College Management System	Annual / Lump Sum	
9	College Statistical Information System	Annual / Lump Sum	
10	Mobile App – Students	Annual / Lump Sum	
11	Mobile App – Parents	Annual / Lump Sum	
12	Learning Management System (LMS)	Annual / Lump Sum	
13	Faculty & Staff Management	Annual / Lump Sum	
14	Timetable Management	Annual / Lump Sum	
15	Research & PhD Management	Annual / Lump Sum	
16	Placement & Career Management	Annual / Lump Sum	
17	Communication & Notification Management	Annual / Lump Sum	
18	Report & Analytics Management	Annual / Lump Sum	

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19	Security & Access Control Management	Annual / Lump Sum	
20	Accreditation & Compliance Management	Annual / Lump Sum	
21	Quality Assurance (IQAC)	Annual / Lump Sum	
22	Scholarship & Financial Aid Management	Annual / Lump Sum	
23	Internship & Industrial Training Management	Annual / Lump Sum	
24	Event & Conference Management	Annual / Lump Sum	
25	Campus Facility Management	Annual / Lump Sum	
26	Grievance Redressal Management	Annual / Lump Sum	
28	Anti Ragging Management	Annual / Lump Sum	
29	Health & Medical Management	Annual / Lump Sum	
30	ERP Integration Management	Annual / Lump Sum	
31	Documents Management System	Annual / Lump Sum	
32	Advanced Hostel Automation Management	Annual / Lump Sum	
33	Transport GPS Tracking Management	Annual / Lump Sum	
34	Digital Evaluation Management System	Annual / Lump Sum	
35	Research Grants & Funding Management	Annual / Lump Sum	
36	Intellectual Property (IPR) Management	Annual / Lump Sum	
37	Strategic Planning Management	Annual / Lump Sum	
38	Advanced Analytics & BI Management	Annual / Lump Sum	
39	E-Governance/ Paperless Office Management	Annual / Lump Sum	
40	Sustainability Student Management	Annual / Lump Sum	
41	International Student Management	Annual / Lump Sum	
42	Distance & Continuing Education Management	Annual / Lump Sum	
43	Academic Audit Management	Annual / Lump Sum	
44	Outcome Based Education (OBE) Management	Annual / Lump Sum	
45	Mentorship Management	Annual / Lump Sum	
46	Parent Portal Management	Annual / Lump Sum	

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47	Discipline & Conduct Management	Annual / Lump Sum	
48	Smart Classroom Management	Annual / Lump Sum	
49	Campus Security Management	Annual / Lump Sum	
50	Procurement & Tender Management	Annual / Lump Sum	
51	MOOC Integration Management	Annual / Lump Sum	
52	Credit Transfer/ Academic Bank of Credits Management	Annual / Lump Sum	
53	Ranking & Benchmarking Management	Annual / Lump Sum	
54	Convocation Management	Annual / Lump Sum	
55	Digital Certificate Verification Management	Annual / Lump Sum	
56	Student Clubs & Society Management	Annual / Lump Sum	
57	Innovation & Incubation Centre Management	Annual / Lump Sum	
58	Community Outreach & Extension Management	Annual / Lump Sum	
59	Psychological Counselling Management	Annual / Lump Sum	
60	Digital Identity/ Smart ID Card Management	Annual / Lump Sum	
61	Disaster Recovery & Risk Management	Annual / Lump Sum	
62	Institutional Survey & Feedback Analytics Management	Annual / Lump Sum	
63	Knowledge Management System	Annual / Lump Sum	
64	Faculty Development Program (FDP) Management	Annual / Lump Sum	
65	Government Reporting Automation Management	Annual / Lump Sum	
66	AI Academic Advisor Management	Annual / Lump Sum	
67	Predictive Enrolment Management	Annual / Lump Sum	
68	Digital Twin Campus Management	Annual / Lump Sum	
69	Smart Energy Monitoring Management	Annual / Lump Sum	
70	Block Chain Academic Records Management	Annual / Lump Sum	
71	Cyber Security & Threat Monitoring Management	Annual / Lump Sum	
72	Data Privacy & Compliance Management	Annual / Lump Sum	
73	Academic Publishing & Journal Management	Annual / Lump Sum	
74	Campus Marketplace Management	Annual / Lump Sum	
75	Digital Notice Board Management	Annual / Lump Sum	
76	Micro-Credential & Skill Badge Management	Annual / Lump Sum	
77	Corporate Collaboration Management	Annual / Lump Sum	
78	Faculty Research Analytics Management	Annual / Lump Sum	
79	Carbon Footprint Tracking Management	Annual / Lump Sum	

80	Multi Campus Management	Annual / Lump Sum	
81	Knowledge Transfer & Exit Management	Annual / Lump Sum	
82	Student Insurance & Welfare Management	Annual / Lump Sum	
83	Student Entrepreneurship Tracking Management	Annual / Lump Sum	
84	Global Collaboration & Exchange Programs	Annual / Lump Sum	
85	Biometric & Face Recognition System	Annual / Lump Sum	
86	Smart Online Proctoring Management	Annual / Lump Sum	
87	Cloud Infrastructure Management	Annual / Lump Sum	
88	API & Developer Integration Management	Annual / Lump Sum	
89	Institutional Branding & Marketing Automation Management	Annual / Lump Sum	
90	AI Chatbot & Virtual Assistant Management	Annual / Lump Sum	
91	Smart Governance Dashboard Management	Annual / Lump Sum	

#### C10. LMS – Technical Support Services (No Content Creation)

Content creation responsibility lies solely with AKU

Sl. No.	Description	Unit	Rate (₹)
1	Lecture recording technical support	Per Hour	
2	Video upload / streaming configuration	Per Request	
3	LMS enablement & training	Per Session	

#### C11. Commercial Declaration

We hereby declare that:

- Prices quoted are firm and unconditional
- Payments shall be released as per Purchase Order, annual billing, or actual usage
- No penalties or service credits are embedded in pricing
- The Financial Bid fully complies with the RFP

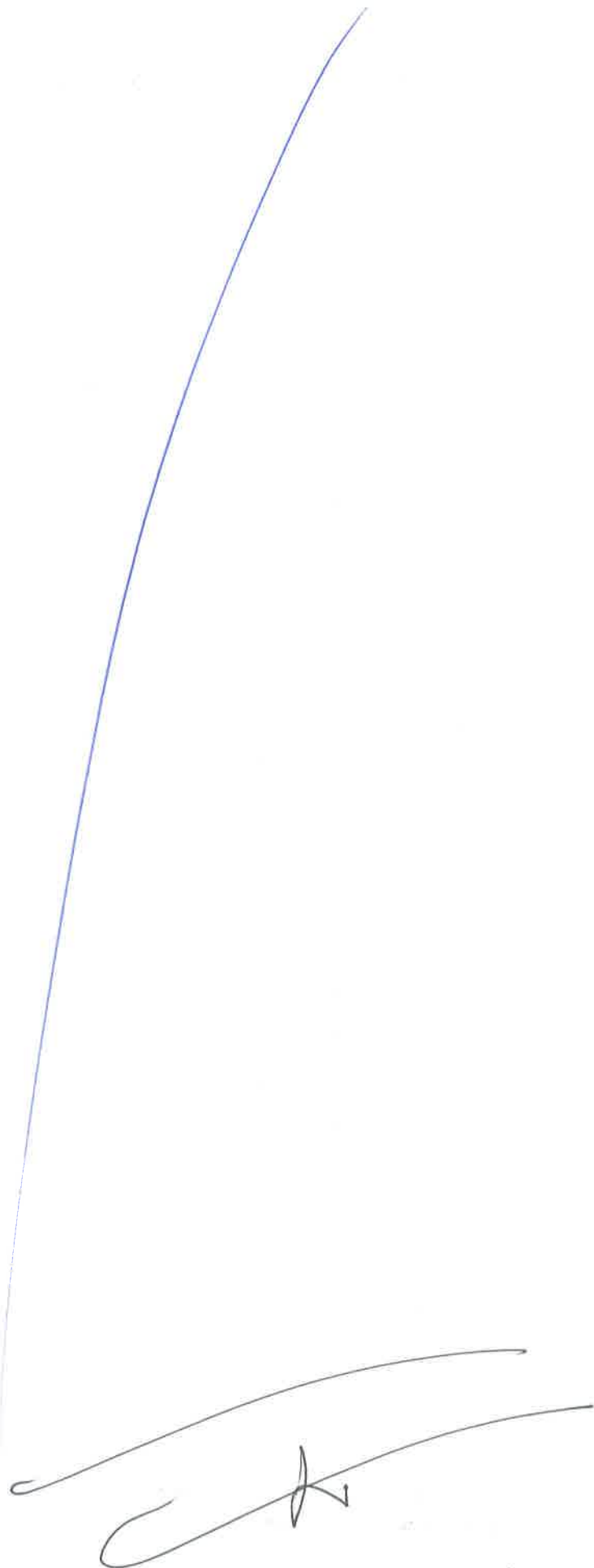
**Authorized Signatory Name:**

**Designation:**

**Organization:**

**Signature & Seal:**

**Date:**



**ANNEXURE D****UNDERTAKING BY THE BIDDER**

*(To be submitted on the Bidder's Letterhead, duly signed and stamped)*

To  
The Registrar  
Aryabhatta Knowledge University (AKU)  
Gyan Parisar, Mithapur  
Patna – 800001, Bihar

**Subject: Undertaking in respect of RFP for**

**Design, Build & Operate of an University Management Information System (UMIS) for Aryabhatta Knowledge University**

We, \_\_\_\_\_ (Name of the Bidder), a Bidders may be **Government organisation, Government Undertaking, Central/ State Public Sector Undertaking (PSUs), State Organisation/Undertaking, Public Limited or Private Limited** having our registered office at \_\_\_\_\_, hereby submit this Undertaking in connection with the above-mentioned RFP and solemnly affirm and declare as under:

**1. Acceptance of RFP Terms**

We have carefully read, understood, and examined all the terms and conditions, scope of work, technical specifications, functional requirements, financial formats, annexures, corrigenda, and addenda (if any) contained \_\_\_\_\_ in \_\_\_\_\_ the \_\_\_\_\_ RFP \_\_\_\_\_ document. We hereby **unconditionally accept all the terms and conditions** of the RFP without any deviation or reservation.

**2. Eligibility & Authority**

We confirm that:

- We are eligible to participate in this RFP as a **single legal entity**.
- We are a Bidders may be **Government organisation, Government Undertaking, Central/ State Public Sector Undertaking (PSUs), State Organisation/Undertaking, Public Limited or Private Limited** as required under the RFP.
- We are duly authorised to submit this bid and to enter into a contract with Aryabhatta Knowledge University, if awarded.
- The signatory to this bid is duly authorised through a valid authorisation / Power of Attorney.

**3. No Blacklisting / Debarment**

We hereby declare that:

- We have **not been blacklisted or debarred** by any Central Government, State Government, PSU, Autonomous Body, University, or Statutory Authority in India.

*(Handwritten signatures and initials)*

- No such action is pending or contemplated against us as on the date of submission of this bid.

**4. Financial & Legal Status**

We confirm that:

- We are not insolvent, bankrupt, or under liquidation.
- No winding-up or insolvency proceedings are pending against us.
- We have filed Income Tax Returns and statutory compliances for the last three (3) financial years.

**5. Compliance with Technical & Certification Requirements**

We confirm that:

- We meet the technical eligibility and experience criteria specified in the RFP.
- We possess and shall maintain the required certifications such as **CMMI Level 5, ISO 27001, ISO 9001**, and other certifications as submitted in the Technical Bid.
- All information submitted in the Technical and Financial Bids is **true, correct, and complete**.

**6. Data Ownership & Confidentiality**

We unequivocally agree that:

- All data, records, reports, software customisations, configurations, and outputs generated under this project shall be the **exclusive property of AKU**.
- We shall maintain strict confidentiality of all University data and comply with the **IT Act, DPDP Act, and applicable Government cyber-security guidelines**.

**7. Sub-Contracting**

We acknowledge that:

- We shall remain **solely and fully responsible** for execution, delivery, SLAs, and compliance, even if OEMs or specialised subcontractors are engaged.
- No sub-contracting shall dilute or transfer our contractual liability towards AKU.

**8. No Conflict of Interest**

We declare that:

- There is **no conflict of interest**, actual or potential, that affects or is likely to affect fair participation in this RFP.
- We shall immediately disclose to AKU if any conflict arises during the bid or contract period.

**9. Binding Nature of Bid**

We understand and agree that:

- Our bid shall remain valid for the period specified in the RFP.
- This Undertaking shall form an **integral part of the bid and the contract**, if awarded.

- Any misrepresentation or false declaration may lead to rejection of the bid, forfeiture of EMD, or termination of contract.

**10. Declaration**

We hereby certify that the information furnished above is **true and correct** to the best of our knowledge and belief.

\_\_\_\_\_  
\_\_\_\_\_

**For and on behalf of the Bidder**

Name of the Organization: \_\_\_\_\_

Authorized Signatory Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal of the Organization

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

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

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ANNEXURE E

DECLARATION BY THE BIDDER

(To be submitted on the Bidder's Letterhead, duly signed and stamped)

RFP

Title:

Design, Build & Operate of an University Management Information System (UMIS) for Aryabhata Knowledge University (AKU)

Bidder Details

- Name of Organization: \_\_\_\_\_
- Type of Organization:  PSU /  Government Organization /  Private
- Registered Office Address: \_\_\_\_\_
- Authorized Signatory: \_\_\_\_\_

Declaration Checklist

The Bidder hereby declares and confirms the following by ticking the appropriate boxes:

Sl. No.	Declaration Statement	Yes	No
1	The Bidder has read, understood, and accepted all terms & conditions of the RFP without any deviation.	<input type="checkbox"/>	<input type="checkbox"/>
2	The Bidder is a Bidders may be Government organisation, Government Undertaking, Central/ State Public Sector Undertaking (PSUs), State Organisation/Undertaking, Public Limited or Private Limited eligible under this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
3	The Bidder is participating as a <b>single legal entity</b> and not as a consortium / JV / association.	<input type="checkbox"/>	<input type="checkbox"/>
4	The Bidder has not been blacklisted or debarred by any Govt./PSU/University/Statutory Authority.	<input type="checkbox"/>	<input type="checkbox"/>
5	There is no litigation or legal proceeding adversely affecting execution of this project.	<input type="checkbox"/>	<input type="checkbox"/>
6	The Bidder meets the financial <b>eligibility</b> criteria specified in the RFP.	<input type="checkbox"/>	<input type="checkbox"/>
7	The Bidder meets the technical eligibility and experience criteria specified in the RFP.	<input type="checkbox"/>	<input type="checkbox"/>
8	All documents submitted in the Technical and Financial Bids are true, correct, and complete.	<input type="checkbox"/>	<input type="checkbox"/>
9	The Bidder agrees that <b>Disaster Recovery (DR) is not in scope</b> under this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
10	The Bidder agrees that all data generated under the project shall remain the exclusive property of AKU.	<input type="checkbox"/>	<input type="checkbox"/>
11	The Bidder agrees to comply with DPDP Act, IT Act, and applicable Government cyber-security guidelines.	<input type="checkbox"/>	<input type="checkbox"/>
12	The Bidder accepts that sub-contracting, if any, does not dilute bidder's responsibility towards AKU.	<input type="checkbox"/>	<input type="checkbox"/>
13	The Bidder confirms that there is <b>no conflict of interest</b> related to this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
14	The Bidder agrees that its bid shall remain valid for the period specified in the RFP.	<input type="checkbox"/>	<input type="checkbox"/>

Declaration

We hereby declare that the information furnished above is **true and correct** to the best of our knowledge and belief. We understand that any incorrect or false declaration may result in rejection of the bid and/or termination of the contract.

**For and on behalf of the Bidder**

Authorized Signatory Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal of the Organization

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

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

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**ANNEXURE F**

**AFFIDAVIT OF NON-BLACKLISTING**

*(To be executed on Non-Judicial Stamp Paper of ₹500 and duly notarized)*

I, \_\_\_\_\_,  
working as \_\_\_\_\_ (Designation), and authorized signatory  
of \_\_\_\_\_  
(Name of Organization), having its registered office  
at \_\_\_\_\_, do hereby solemnly affirm and state as under:

**1. Declaration of Non-Blacklisting**

That \_\_\_\_\_ (Name of Bidder):

- **Has not been blacklisted, debarred, suspended, or declared ineligible by:**
  - Any Central Government Department
  - Any State Government Department
  - Any Public Sector Undertaking (PSU)
  - Any Government University / Educational Institution
  - Any Statutory or Autonomous Body

as on the **date of submission of the bid** in respect of the RFP titled:

**“Design, Engineering, Build & Operate of an University Management Information System (UMIS) for Aryabhata Knowledge University (AKU)”**

**2. No Pending Action**

That there is **no ongoing show-cause notice, inquiry, or proceeding** which may lead to blacklisting or debarment of the Bidder by any authority mentioned above.

**3. True & Correct Information**

That the information furnished in this affidavit is **true, complete, and correct** to the best of my knowledge and belief, and **no material fact has been concealed**.

**4. Consequences of False Declaration**

That I understand and acknowledge that in the event the above declaration is found to be **false, incorrect, or misleading** at any stage:

- The bid submitted by the Bidder shall be liable to be **rejected**, and/or
- The contract, if awarded, shall be liable to be **terminated**, and/or
- The Earnest Money Deposit (EMD) / Performance Bank Guarantee (PBG) may be **forfeited**, and/or
- Appropriate legal and contractual action may be initiated by Aryabhata Knowledge University (AKU).

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**5. Binding Nature**

That this affidavit is being submitted in good faith and shall be **binding** upon the Bidder throughout the bidding process and the contract period, if awarded.

**Deponent**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

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

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

**Notary Attestation**

Signed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at

\_\_\_\_\_.

Signature & Seal of Notary

Name: \_\_\_\_\_

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**ANNEXURE G**

**AFFIDAVIT OF ACCEPTANCE OF TENDER TERMS & CONDITIONS**

*(To be executed on Non-Judicial Stamp Paper of ₹500 and duly notarized)*

I, \_\_\_\_\_,

working as \_\_\_\_\_ (Designation),  
and being the **Authorized Signatory** of \_\_\_\_\_  
(Name of the Bidder / Organization),  
having its registered office at \_\_\_\_\_,  
do hereby solemnly affirm and state as under:

**1. Reference to the RFP**

That I am duly authorized to submit this affidavit on behalf of the Bidder in response to the Request for Proposal (RFP) issued by **Aryabhata Knowledge University (AKU), Patna**, titled:

**“Design, Build & Operate of an University Management Information System (UMIS) for a period of Five (5) Years.”**

**2. Acceptance of Tender Terms**

That the Bidder has **carefully read, examined, and understood** all the terms, conditions, instructions, and specifications, scope of work, eligibility criteria, technical requirements, commercial terms, annexures, schedules, and clauses contained in the RFP document, including all amendments, corrigenda, and clarifications issued by Aryabhata Knowledge University (AKU).

The Bidder hereby **unconditionally and irrevocably accepts** all the terms and conditions of the RFP **without any deviation, reservation, or condition**, except those explicitly stated (if any) in the prescribed deviation format.

**3. No Conditional Bid**

That the Bidder confirms that:

- The bid submitted is **unconditional and compliant** with the RFP;
- No assumptions, qualifications, or deviations have been made outside the permitted formats; and
- The Bidder shall not subsequently seek any change, modification, or relaxation of the RFP terms after bid submission.

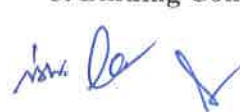

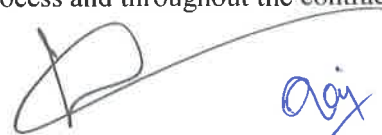
**4. Compliance with Applicable Laws**

That the Bidder agrees to comply with all applicable:

- Central and State Government laws
- Rules, regulations, guidelines, and notifications
- Statutory, tax, labour, and IT security requirements

as applicable during the bidding process and throughout the contract period, if awarded.

**5. Binding Commitment**

That the Bidder understands and agrees that:

- Submission of the bid constitutes a **binding commitment** on the Bidder;
- In the event of being declared the successful bidder, the Bidder shall **execute the Contract Agreement**, submit the **Performance Bank Guarantee (PBG)**, and commence execution strictly as per the RFP and Letter of Award (LoA);
- Failure to honour the commitments may result in **forfeiture of EMD**, termination of contract, and other actions as per the RFP and applicable laws.

**6. Consequences of Non-Compliance**

That the Bidder acknowledges that any violation of the accepted tender terms or submission of false, misleading, or incorrect information may lead to:

- Rejection of the bid
- Termination of the contract (if awarded)
- Forfeiture of EMD / PBG
- Initiation of appropriate legal and contractual action by AKU

**7. Voluntary Submission**

That this affidavit is executed voluntarily, with full understanding of its legal implications, and is submitted as part of the Technical Bid in compliance with the RFP requirements.

**Deponent**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

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

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

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**ANNEXURE H – TECHNICAL BID FORMAT (ORGANIZATIONAL & STATUTORY DETAILS)**

*(To be furnished on the Letterhead of the Bidder).*

This Annexure captures the organizational, statutory, and administrative details of the bidder and shall form an integral part of the **Technical Bid**.

Failure to submit this Annexure duly filled, signed, and supported with documents may render the bid **non-responsive**.

**FORMAT J-1: TECHNICAL BID**

S. No.	Particulars	Details to be Filled by the Bidder	Supporting Documents (Yes/No)
1	Name of Organization		
2	Year of Establishment		
3	Number of Employees		
4	Main Areas of Business		
5	Type of Organization	Bidders may be Government organisation, Government Undertaking, Central/ State Public Sector Undertaking (PSUs), State Organisation/Undertaking, Public Limited or Private Limited	Proof of PSU / Govt. status
6	Particulars of Registration with Govt. Bodies / Tax Authorities		
6(a)	Registration Number		
6(b)	Place of Registration		
6(c)	Date of Validity		
7	Whether the bidder has been blacklisted by any Central Govt. / State Govt. / PSU / Govt. Body / Autonomous Body / Reputed Educational Institute in India (Yes/No). If Yes, provide details.		Self-Declaration / Affidavit
8	Address of Registered Office (with Telephone No. & E-mail ID)		
9	Address of Office (if different from Registered Office)		
10	Authorized Contact Person (Name, Designation, Telephone No., E-mail ID)		Authorization Letter
11	<b>RFP Document Fee Details</b> (₹5,000 – Non-Refundable) • DD / Transaction No. • Transaction Date • Bank Details		Proof of Payment
12	<b>Earnest Money Deposit (EMD)</b> – ₹10,00,000 • DD / Transaction No. • Transaction Date • Bank Details • Exemption Details (if claimed)		EMD Instrument / Exemption Certificate

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	• Exemption Details (if claimed)		
13	<b>Bank Details of Company (for EMD Return / Payment)</b> • Name of Account Holder • Bank Name • Branch Address • Account Type • Account Number • IFSC Code		Cancelled Cheque
14	Any other information considered necessary but not included above		

**DECLARATION**

I/We hereby certify that the information furnished above is **true, correct, and complete** to the best of my/our knowledge and belief.

I/We understand that furnishing of any incorrect, misleading, or false information may lead to **rejection of the bid, forfeiture of EMD, and/or other actions** as deemed appropriate by Aryabhata Knowledge University.

**Signature of the Bidder with Seal:** \_\_\_\_\_

**Full Name of Authorized Signatory:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

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

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

**ANNEXURE I –**

**TECHNICAL EVALUATION & SCORING MATRIX**

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This Annexure defines the **technical evaluation framework, mandatory eligibility conditions, scoring methodology, and qualification thresholds** for selection of the bidder.

### I.1 Evaluation Structure

Technical Evaluation shall be carried out for a **total of 100 marks**, comprising:

Component	Maximum Marks
Documentary Technical Evaluation	70
Presentation / Demonstration (Page No 92)	30
<b>Total Technical Marks</b>	<b>100</b>

### I.2 Mandatory Eligibility (Elimination Criteria – Non-Scoring)

Bidders **must satisfy ALL** the following mandatory criteria.

Failure to meet **any one** of these conditions shall result in **outright rejection**, and the bid shall not be evaluated further.

Sl. No.	Mandatory Requirement	Documentary Proof Required
1	Bidder must be a Bidders may be Government organisation, Government Undertaking, Central/ State Public Sector Undertaking (PSUs), State Organisation/Undertaking, Public Limited or Private Limited	Evidence of registration under company act
2	Average Annual Turnover $\geq$ ₹10 Crore over last three (3) audited financial years 2022-23, 2023-24, 2024-25.	CA Certificate + Audited Financials
3	<b>Positive Profit After Tax (PAT)</b> in each of the last three (3) financial years	Audited Financial Statements
4	<b>CMMI Level 5 Certification (Valid)</b>	CMMI Certificate
5	<b>ISO 27001 &amp; ISO 9001 Certifications (Valid)</b>	ISO Certificates
6	Minimum <b>one (1) completed IT /ITES/ Software / System Integration project <math>\geq</math> ₹10 Crore</b> for Govt. University / College / Govt. Educational Institution /Government Dept. in last 7 years	Work Order + Completion Certificate
7	Local operational office in <b>Patna, Bihar</b>	Address proof as per RFP
8	Minimum three (3) completed IT/ITES/ Software/ System / Data centre integration software projects	Work Orders + Completion Certificates

**Note:** Mandatory criteria are **qualification filters only** and carry **no marks**.

### I.3 Documentary Technical Evaluation (70 Marks)

#### I.3.1 Experience in IT /ITES System Integration including data centre implementation Projects (Last 7 Years) – 20 Marks

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Projects executed for **Government Universities / Colleges / Central or State Universities / Government Department / Autonomous Government Educational Institutions**, involving integrated IT / ITES systems.

Experience	Marks
One single completed project $\geq$ ₹10 Crore	20
One single completed project $\geq$ ₹7 Crore and $\leq$ ₹10 Crore	10
Projects below ₹7 Crore	0

**I.3.2 Data Centre / Software Implementation Experience – 10 Marks**

Number of Completed DC / IT Infrastructure Projects	Marks
3-5 or more projects (One project of 10 crore with 2PT storage capacity)	10
2 projects	5
Less than 2 projects	0 (fails mandatory condition)

**I.3.3 UMIS / ERP / Software / University Management System Experience – 10 Marks**

Completed Projects	Marks
2-3 or more completed projects (at least one UMIS / software implementation project of at least 4 crore/ 50 K stack holder)	10
2 completed projects (one software projects of < crore / < 50 stack holder)	5
Less than 2 projects completed	0

**I.3.4 Financial Strength & Stability – 10 Marks**

Criteria	Marks
Average turnover > ₹15 Crore	10
Average turnover ₹10 – 14 Crore	5
Average turnover < ₹10 Crore	0 (fails mandatory)

**I.3.5 Certifications & Quality Standards – 10 Marks**

Certification	Marks
CMMI Level 5	Mandatory (Qualifying)
ISO 27001	5
ISO 9001	5
<b>Total</b>	<b>10</b>

NOTE:- Government organisation, Government Undertaking, Central/ State Public Sector Undertaking (PSUs), State Organisation/Undertaking get addition 10 Marks

**I.3.6 Minimum Documentary Qualification Threshold**

- Minimum required: 55 marks out of 70
- Bidders scoring less than 45 shall NOT be invited for Presentation / Demonstration.

**I.4 Presentation / Demonstration Evaluation (30 Marks)**

Only bidders qualifying Documentary Technical Evaluation shall be invited.

Parameter	Marks
Understanding of AKU Requirements & Vision	5

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UMIS Functional Coverage & Scalability	15
Implementation Methodology & Project Plan	5
Support Model, Training & Change Management	5
<b>Total</b>	<b>30</b>

### I.5 Final Technical Qualification Criteria

Condition	Requirement
Documentary Evaluation	Minimum 55/ 70
Total Technical Score	Minimum 80/ 100
Financial Bid Opening	Only for technically qualified bidders

### I.6 Tie-Breaker Rule



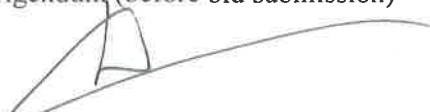
In case of a tie in total technical scores:

1. Higher Documentary Technical Score shall prevail
2. If still tied, bidder with higher **IT /ITES System Integration experience value** shall prevail
3. Decision of AKU shall be final and binding

### I.7 University's Rights

AKU reserves the right to:

- Verify documents and client references
- Seek clarifications
- Reject inflated or unverifiable claims
- Modify evaluation through corrigendum (before bid submission)

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**ANNEXURE J**

**CONSORTIUM AGREEMENT FORMAT**

*(To be executed on non-judicial stamp paper of appropriate value and duly notarized)*

This Consortium Agreement (“Agreement”) is executed on this \_\_\_ day of \_\_\_\_\_, 20.

**BETWEEN**

**[Name of Lead Bidder],**

aPublic Sector Undertaking / Government Organization,

having its registered office at \_\_\_\_\_,

(hereinafter referred to as the “**Lead Bidder**”, which expression shall, unless repugnant to the context, include its successors and permitted assigns)

**AND**

**[Name of Consortium Member 1],**

having its registered office at \_\_\_\_\_

(hereinafter referred to as the “**Consortium Member**”)

*(Additional Consortium Members may be added in the same format, if applicable)*

**WHEREAS**

A. Aryabhata Knowledge University (AKU) has issued a Request for Proposal (RFP) for **Design, Build & Operate of an University Management Information System (UMIS)**.

B. The RFP permits participation through a Consortium, subject to the condition that **all eligibility, evaluation, and contractual responsibility shall vest solely with the Lead Bidder**.

C. The Parties desire to associate as a Consortium for the purpose of submitting a bid in response to the said RFP.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS**

**1. Designation of Lead Bidder**

The Parties hereby irrevocably designate **[Name of Lead Bidder]** as the **Lead Bidder** for the purposes of bidding, contract execution, and performance under the RFP.

**Eligibility of Lead Bidder and OEM**

The Lead Bidder must be an entity incorporated in India under the applicable laws of India.

Further, the Lead Bidder and its proposed OEM(s) shall comply with the **Government of India restrictions on procurement from bidders from countries sharing land border with India**, as per applicable orders issued by the **Department of Expenditure (DoE), Ministry of Finance**, and any amendments issued from time to time.

Accordingly, the Lead Bidder and its OEM(s) must **not be from a country sharing a land border with India**, unless such bidder or OEM is registered with the **Competent Authority as prescribed by the Government of India**.

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The Bidder shall submit a **self-declaration and necessary supporting documents** confirming compliance with the above requirement.

## 2. Scope and Role of Consortium Members

Consortium Members shall act as **supporting entities**, providing technical, operational, or domain support to the Lead Bidder, as may be required for execution of the project.

Consortium Members shall:

- Not be evaluated independently by AKU
- Can have any contractual or legal relationship with AKU

## 3. Eligibility and Evaluation

The Parties expressly agree that:

- **All eligibility, qualification, technical, and financial criteria shall be satisfied solely by the Lead Bidder**
- Credentials, experience, or financials of Consortium Members shall **not be relied upon** for evaluation

## 4. Contractual Responsibility

The Lead Bidder shall be:

- Solely responsible for end-to-end execution of the project along with its consortium partner.
- Fully liable for performance, SLAs, penalties, compliance, and statutory obligations
- Liable for acts and omissions of Consortium Members

## 5. Payments

All payments under the Contract, if awarded, shall be made **only to the Lead Bidder**. Consortium Members shall have **no claim whatsoever** on AKU for any payment unless there is a breach from the lead bidder in releasing the payment to consortium partner.

## 6. Duration of Consortium

This Consortium Agreement shall remain valid:

- From the date of bid submission
- Through the entire contract period, including extensions, if any

## Consortium Continuity and Disassociation Clause

The Parties forming the consortium shall remain jointly responsible for successful implementation of the Project. However, after successful implementation and during the Operations and Maintenance (O&M) phase, if any material **breach**, dispute, or disagreement

Accordingly, the Lead Bidder and its OEM(s) must **not be from a country sharing a land border with India**, unless such bidder or OEM is registered with the **Competent Authority as prescribed by the Government of India**.

The Bidder shall submit a **self-declaration and necessary supporting documents** confirming compliance with the above requirement.

**2. Scope and Role of Consortium Members**

Consortium Members shall act as **supporting entities**, providing technical, operational, or domain support to the Lead Bidder, as may be required for execution of the project.

Consortium Members shall:

- Not be evaluated independently by AKU
- Can have any contractual or legal relationship with AKU

**3. Eligibility and Evaluation**

The Parties expressly agree that:

- **All eligibility, qualification, technical, and financial criteria shall be satisfied solely by the Lead Bidder**
- Credentials, experience, or financials of Consortium Members shall **not be relied upon** for evaluation

**4. Contractual Responsibility**

The Lead Bidder shall be:

- Solely responsible for end-to-end execution of the project along with its consortium partner.
- Fully liable for performance, SLAs, penalties, compliance, and statutory obligations
- Liable for acts and omissions of Consortium Members

**5. Payments**

All payments under the Contract, if awarded, shall be made **only to the Lead Bidder**. Consortium Members shall have **no claim whatsoever** on AKU for any payment unless there is a breach from the lead bidder in releasing the payment to consortium partner.-

**6. Duration of Consortium**

This Consortium Agreement shall remain valid:

- From the date of bid submission
- Through the entire contract period, including extensions, if any

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### Consortium Continuity and Disassociation Clause

The Parties forming the consortium shall remain jointly responsible for successful implementation of the Project. However, after successful implementation and during the Operations and Maintenance (O&M) phase, if any material breach, dispute, or disagreement arises between the consortium members which cannot be amicably resolved between the Parties, either Party may seek to disassociate from the consortium arrangement.

In such circumstances, and **subject to approval of AKU**, the remaining consortium partner responsible for the relevant scope of work may enter into a direct agreement with AKU to continue execution of the remaining contract during the O&M period.

Such continuation shall be carried out **on the same terms, conditions, scope, and obligations as defined under the original Contract Agreement**, without adversely affecting the project performance or service levels.

AKU reserves the right to review and approve such arrangement in the **best interest of the Project and the University**.

#### 7. No Assignment

No Consortium Member shall assign or transfer its role without prior written consent of the Lead Bidder and AKU.

#### 8. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of India. Courts in Patna, Bihar shall have exclusive jurisdiction.

#### 9. Binding Effect

This Agreement is irrevocable and binding on all Parties for the duration specified herein.

**IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.**

For Lead Bidder		For Consortium Member	
<b>Name:</b>		<b>Name:</b>	
<b>Designation:</b>		<b>Designation:</b>	
<b>Signature &amp; Seal</b>		<b>Signature &amp; Seal</b>	

#### Award of Contract

AKU shall evaluate the bids in accordance with the eligibility criteria, technical requirements, and commercial evaluation methodology specified in this RFP.

The contract shall be awarded to the **bidder whose proposal is determined to be responsive, technically compliant, and financially evaluated as the lowest (L1) bidder**, subject to successful completion of the evaluation process and approval by the competent authority of AKU.

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AKU reserves the right to:

- accept or reject any bid, and/or
- annul the bidding process at any stage without assigning any reason thereof, and without incurring any liability to the bidders.

Upon finalization of the evaluation, AKU shall issue a **Letter of Award (LoA)** to the selected bidder. The successful bidder shall acknowledge the LoA and execute the **Contract Agreement** with AKU within the stipulated timeframe as communicated by AKU.

Failure of the selected bidder to comply with the requirements of the LoA, including submission of required performance security and execution of the agreement within the specified timeline, may result in cancellation of the award and AKU may proceed with awarding the contract to the next eligible bidder as per the evaluation process.

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**ANNEXURE K**

**LEAD BIDDER DECLARATION**

*(To be submitted on the letterhead of the Lead Bidder)*

We, **[Name of Lead Bidder]**, having our registered office at \_\_\_\_\_, hereby declare as follows:

1. We are participating in the RFP issued by Aryabhata Knowledge University (AKU) as the **Lead Bidder**, either as a single entity or as the Lead Bidder of a Consortium.
2. We confirm that:
  - o We **independently meet 100% of all eligibility, financial, and technical criteria** specified in the RFP.
  - o We have **not relied on the credentials, experience, or financials of any Consortium Member** for eligibility or evaluation.
3. We accept **sole and full responsibility** for:
  - o End-to-end execution of the project
  - o Compliance with all RFP conditions
  - o SLAs, penalties, performance obligations
  - o Acts and omissions of Consortium Members, if any
4. We further confirm that this declaration is true and correct, and that any misrepresentation may result in rejection of the bid or termination of the contract.

**For and on behalf of the Lead Bidder**

Name of Authorized Signatory:

Designation:

Signature & Seal:

Date:

Place:

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**ANNEXURE L**

**DRAFT CONTRACT AGREEMENT – Standard Bid Agreement**

**THIS AGREEMENT**

This Contract Agreement (“Agreement”) is made on this \_\_\_ day of \_\_\_\_\_ 2026

Between

**Aryabhata Knowledge University (AKU)**

A State Public University established under the laws of the Government of Bihar  
Having its office at:

Gyan Parisar, Mithapur, Patna – 800001, Bihar

Email: registrar@akubihar.ac.in

(hereinafter referred to as “AKU” or “University”)

AND

\_\_\_\_\_  
(Bidders may be Government organisation, Government Undertaking, Central/ State Public Sector Undertaking (PSUs), State Organisation/Undertaking, Public Limited or Private Limited)

Having its registered office at: \_\_\_\_\_

(hereinafter referred to as the “Bidder” or “System Integrator”)

AKU and the Bidder shall hereinafter individually be referred to as a “Party” and collectively as the “Parties”.

**1. RECITALS**

Whereas:

A. AKU issued an RFP for Design, Build & Operate of a University Management Information System (UMIS) for Five (5) Years.

B. The Bidder submitted its proposal and was declared successful.

C. AKU has issued Letter of Award (LoA) dated \_\_\_\_\_.

Now therefore, the Parties agree as follows:

**2. DEFINITIONS**

Definitions shall have the same meaning as defined in the RFP unless otherwise stated.

- “Contract” means this Agreement along with all Annexures.
- “Go-Live” means date of successful commissioning and acceptance.
- “SLA” means Service Level Agreement defined in RFP.
- “DBO” means Design–Build–Operate.
- “TCO” means Total Cost of Ownership for 5 years.

**3. SCOPE OF WORK**

The Bidder shall:

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**Part A – UMIS**

- Design, develop, deploy and operate UMIS.
- Provide support & upgrades for 5 years.

The detailed scope shall be governed strictly by the RFP and Technical Proposal.

**4. CONTRACT PERIOD**

This Agreement shall remain valid for:

- Five (5) Years from Go-Live
- Including Implementation + O&M

Extension may be granted by mutual written agreement.

**5. ROLES & RESPONSIBILITIES**

**5.1 Responsibilities of Bidder**

- End-to-end execution
- SLA adherence
- Security & compliance
- Reporting & governance
- Qualified manpower deployment

**5.2 Responsibilities of AKU**

- Timely approvals
- Infrastructure access
- Electrical and civil readiness
- Payment as per milestones
- Appointment of nodal officers

**Scope Change / Out of Scope Services**

The scope of work under this Contract shall be limited to the items, services, and deliverables explicitly defined in the RFP, the Bid submitted by the Bidder, and the final Contract Agreement.

**1. Out of Scope Work**

Any requirement, service, functionality, or deliverable not expressly specified in the agreed scope of work shall be considered **Out of Scope**. Such items shall be executed only upon mutual agreement between AKU and the Bidder.

**2. Scope Increase / Change Request**

In the event AKU requires additional services, enhancements, modifications, or expansion of the scope during the implementation or O&M phase, the same shall be treated as a **Change Request (CR)**.

**3. Commercial Implication**

Any Change Request or increase in scope that has cost, effort, resource, or infrastructure

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implications shall be evaluated jointly by AKU and the Bidder, and the additional cost, timeline, and technical impact shall be mutually agreed in writing before execution.

4. **Approval Process**

No additional work outside the agreed scope shall be undertaken by the Bidder unless formally approved by AKU through a written Change Request or amendment to the Contract.

5. **Scope Reduction or Modification**

Any reduction, modification, or reprioritization of scope shall also be mutually discussed and documented, ensuring that the Bidder is fairly compensated for work already performed and commitments made.

6. **Documentation**

All approved changes to scope shall be documented through a formal **Change Order / Contract Amendment**, duly signed by authorized representatives of both Parties.

**6. COMMERCIALS & PAYMENT TERMS**

Payments shall be milestone-based.

**6.1 UMIS Implementation**

Milestone	Payment %
Requirement Freeze	25%
Prototype Approval	25%
50% Deployment	40%
UAT Completion	5%
Go-Live	5%

**6.2 O&M Payments**

- Payable annually in advance.

**6.3 Payment Timelines**

Payments shall be released within 30 days of invoice submission.

Delay beyond 45 days shall attract interest @ SBI MCLR + 2%.

**7. SLA & SERVICE CREDITS**

- Uptime SLA: 99.5%
- Service credits shall apply instead of automatic penalties.
- Service credits capped at 5% of quarterly O&M.
- Annual cap: 10% of annual O&M.
- No penalty during first 3 months post Go-Live (Stabilization Period).
- 15-day cure period shall be provided before deduction.

**8. PERFORMANCE BANK GUARANTEE (PBG)**

- The Bidder shall submit PBG equivalent to 3% of Contract Value. And the deposited by the successful bidder will be adjusted in PBG. PBG will not be included in the calculation of annual maintenance charges.

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PBG validity:

- Contract Period + 6 months.

PBG may be invoked only upon:

- Material breach
- Failure to cure after notice

### 9. DATA OWNERSHIP

- All data shall remain exclusive property of AKU.
- Bidder shall not use data for any purpose.
- Data shall reside within India.
- On termination, complete data handover required.

### 10. CONFIDENTIALITY

Both Parties shall maintain confidentiality of:

- Academic data
- Financial data
- Architecture & source code

Confidentiality survives 5 years post termination.

### 11. INTELLECTUAL PROPERTY & SOURCE CODE

- Core platform IP remains with Bidder.
- Custom configurations for AKU shall be perpetual licensed.
- Source Code Escrow arrangement may be created.
- In case of Bidder insolvency, escrow shall release source to AKU.

### 12. CHANGE MANAGEMENT

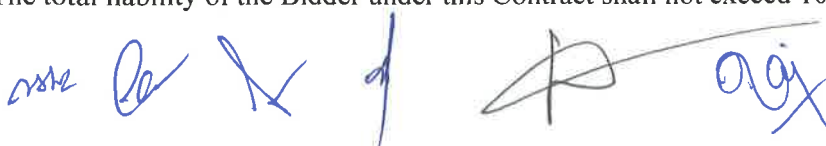
Any additional requirement shall be:

- Documented
- Impact assessed
- Commercially agreed
- Approved in writing

No verbal change shall be binding.

### 13. LIMITATION OF LIABILITY

The total liability of the Bidder under this Contract shall not exceed 100% of the Annual Contract Value.



The Bidder shall not be liable for:

- Indirect damages
- Loss of profits
- Consequential damages
- Loss of data due to third-party failure

**14. FORCE MAJEURE**

Neither Party shall be liable for delay due to:

- Natural calamity
- War
- Pandemic
- Government restrictions
- Electrical grid failure

Force majeure must be notified within 7 days.

**15. TERMINATION**

**15.1 Termination for Convenience**

AKU may terminate with 90 days written notice.

Payment shall be made for completed work.

**15.2 Termination for Default**

Applicable only if:

- Material breach
- 30-day cure period not honoured

**15.3 Exit Management**

Bidder shall:

- Provide full data export
- Provide transition support for 90 days

**16. GOVERNANCE & REPORTING**

- Steering Committee (Quarterly Review)
- Monthly SLA Reports
- Escalation Matrix defined

**17. DISPUTE RESOLUTION**

Disputes shall be resolved through:

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1. Mutual discussion
2. Arbitration under Arbitration & Conciliation Act, 1996
3. Venue: Patna, Bihar

Jurisdiction: Courts of Patna only.

**18. ASSIGNMENT**

Bidder shall not assign contract without written approval of AKU.

**19. INDEMNITY**

Bidder shall indemnify AKU against:

- IP infringement
- Gross negligence
- Fraud or willful misconduct

Indemnity capped at Liability Clause limit.

**20. NOTICES**

All notices shall be in writing and sent to:

Registrar  
Aryabhatta Knowledge University  
Patna, Bihar

**21. ENTIRE AGREEMENT**

This Agreement, along with RFP and LoA, constitutes entire understanding.

In case of conflict:

1. Agreement
2. LoA
3. RFP
4. Bid

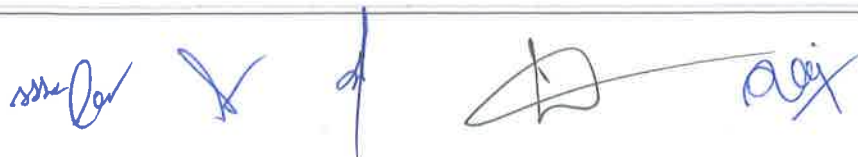
**22. SIGNATURES**

For Aryabhatta Knowledge University

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Seal

---



For Successful Bidder

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Signature: \_\_\_\_\_

*Dev*     *msc*     *A*     *d*     *P*     *raj*

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**ANNEXURE M**

**POWER OF ATTORNEY**

*(To be executed on non-judicial stamp paper of appropriate value and duly notarized)*

KNOW ALL MEN BY THESE PRESENTS THAT:

We, [Name of Lead Bidder], having our registered office at \_\_\_\_\_, do hereby appoint Mr./Ms. \_\_\_\_\_, Designation \_\_\_\_\_, as our **true and lawful Attorney**, to do the following acts on our behalf in connection with the RFP issued by Aryabhata Knowledge University (AKU):

1. To sign, submit, and modify the bid and all related documents
2. To represent the Lead Bidder in pre-bid meetings, clarifications, presentations, and negotiations
3. To sign the Contract Agreement, amendments, and related documents, if awarded
4. To receive communications, notices, and payments on behalf of the Lead Bidder

We further confirm that:

- This Power of Attorney is valid for the entire bidding process and contract period
- Acts performed by the Attorney shall be legally binding on us
- In case of Consortium bidding, this Power of Attorney represents the **Lead Bidder only**

**IN WITNESS WHEREOF**, we have executed this Power of Attorney on this \_\_\_ day of \_\_\_\_\_, 20.

For [Name of Lead Bidder]

Name:  
Designation:  
Signature & Seal

Witness 1:  
Name & Address:  
Signature:

Witness 2:  
Name & Address:  
Signature:

**23.3 Order of Precedence**

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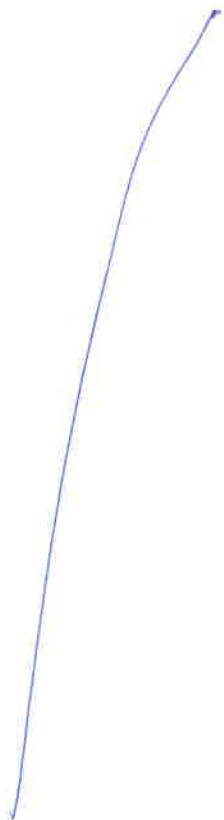
In the event of any inconsistency among the documents forming part of the contract, the following order of precedence shall apply:

1. Contract Agreement
2. Letter of Award (LoA)
3. RFP (including corrigenda)
4. Bid Documents
5. Annexures & Schedules

**23.4 Completion of RFP Document**

This section marks the **completion of the Request for Proposal (RFP)** for the project titled:

**~~Data Centre and Design, Build & Operate of an University Management Information System (UMIS) for a period of Five (5) Years~~**



*[Handwritten signature]*  
Project  
06/04/20  
*[Handwritten signature]* *[Handwritten signature]* *[Handwritten signature]*