



GOVERNMENT COLLEGE OF ENGINEERING KARAD
VIDYANAGAR, KARAD, 415124 DIST SATARA

Phone – (02164) 271711, 272415 Fax No. – (02164) 271713
Website : www.gcekarad.ac.in Email : principalgcekarad@gmail.com

E-TENDER Ref. No. : GCEK/2023/ET-MIS

E-Tender form Fees Rs. 2000/-
E.M.D.- Rs- 10000/-

Digitally sealed tenders (Two-Bid System) as per e-tendering system are invited by office of **The Principal, Govt. College of Engineering, Karad** for the supply of following.

Please refer to Instructions for Bidders. These are available on e tendering web portal
<https://mahatenders.gov.in>

NOTICE DETAILS:

Tender Reference no.	GCEK/2023/ET-MIS
Name of Work / Item	Purchase of Management Information System (MIS)
Tender Fee & Mode of Payment	Rs. 2000/- (Rupees Two Thousand only) (Non Refundable) to be paid through Online Payment Modes during Tender Document Download Stage.
EMD Amount & Mode of Payment	Rs. 10000/-(Rupees Ten Thousand only) to be paid through Online Payment during Bid Preparation Stage.
Date ,Time and Place of Pre bid meeting	No pre bid meeting is required
Venue of online opening of tender	Govt. College of Engineering, Karad
Address for Communication	The Principal, Govt. College of Engineering, Karad Vidyanagar Karad, 415124 DIST. SATARA
Contact Telephone & Fax Numbers	Phone – (02164) 272414
Delivery period	<u>90 days from the date of issue of order.</u>
Tender shall remain valid Till	<u>120 days from the date of submission of offer.</u>
Names of the Consignees	The Principal, Govt. College of Engineering, Karad

(Dr. S.J. Wagh)
Principal

Government College of Engineering, Karad

Rajkumar
Dr. R.B. Kulkarni
अभिनी अष्टाक्ष
Associate professor-IT



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GOVT. COLLEGE OF ENGINEERING, KARAD
 (An Autonomous Institute of Govt. of Maharashtra)
 Vidyanagar, Karad -415124 Dist.- Satara

PART-A

(To be retained by the bidder)

Eligibility Criteria

S. No.	Basic Requirement	Documents to be submitted
1	Legal Entity The bidder company/entity should be a company/entity registered under The Companies Act 1956/2013; or a registered partnership firm under The Partnership Act 1932/LLP Act, 2008 or a Society registered under the Societies Registration Act 1860.	1. Copy of Certificate of Incorporation issued by the Registrar of Companies, India / Certificate of commencement of business. or 1. Certificate of registration and partnership deed for LLP and partnership firm. and
	The bidder entity should have been in existence for a period of at least 7 years on the bid due date (or any extended bid due date).	2. List of partners, directors and principal place of registration, as applicable. 3. Relevant documents in support of the requisite experience.
2	Turnover and Net Worth The bidder entity should have average turnover of not less than Rs. 10 Crore in last three financial year (i.e. 2019-20, 2020-21 & 2021-22). The bidder must provide the turnover details for all previous three financial years. Note – Turnover condition will be flexible for best Software	P&L & Balance sheetder shall be sub mitted
3	Debarment The bidder should not have been blacklisted/debarred by ERNET INDIA or any State or Central Government or autonomous body, State government undertakings, Central Public Sector Units (CPSUs)/ any other government organization or its undertakings in India at the time of bidding.	Self-declaration duly signed by the authorized signatory.

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4	IPR Bidder should have the exclusive IPR rights of the software & content being supplied under this project. Besides the IPR, the bidder should have a team of developers to modify the software source code & a team of animation developers to readily update supplied content	Undertaking for this to be submitted by the bidder.
5	Manpower Experience Requirement (Minimum 100 employee) The Bidder must submit the required documentation to prove that the bidder has the technical resources to execute the work. Tenderer reserves the right to ask bidder to furnish profile presentation & a round of discussion/interview with employees planned by bidder for the tenderer's work at any stage of this tender/project.	The bidder must submit self-declaration w.r.t profile presentation & availability of team for a round of discussion/interview. The bidder must also submit an undertaking of current direct employment.
6	Product Support The products being quoted by the bidder should not have been declared as at "end-of-sale" and "end-of-support". The bidder should also submit valid letter confirming following: <ul style="list-style-type: none">• Undertake that software supplied is not declared as "end-of-sale" and is not planned in any "end-of sale" for another five years.• Undertake that support for the software supplied will be provided till five years from the date of perpetuity of the supplied solution. Perpetuity is defined as per the standard software perpetual license clause. The support shall include the patches / upgrades / updates etc. for the supplied solution.• Undertake that the updates required in content/syllabus/subjects or any other change w.r.t supplied content if any w.r.t National Education Policy 2020 issued in July 2020 shall be taken care free of cost. An undertaking for same	Undertaking for each of this needs to be submitted by the bidder.

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	to be submitted by bidder.	
7	Experience Requirement: Bidder should have the experience of successfully executing more than one similar project/ any complex ERP like this in past 7 years ending date of publish of tender and must enclose relevant documentation in support of meeting requisite experience.	The bidder must submit the relevant documentation to substantiate the required work experience. 1. The documentation shall include: Copy of work orders / Agreement to Work / Purchase Order or completion certificates or similar relevant document to prove successful work execution during last three years.
8	Large (Single) Project Work Experience Requirement: Bidder must have executed at-least one similar project/ or a software ERP of same or more magnitude, of value not less than Rs.1 crore during the above-mentioned period.	The bidder must submit the relevant documentation to substantiate the required Large (Single) Project Work Experience . 1. The documentation shall include: Copy of work orders / Agreement to Work / Purchase Order or completion certificates or similar relevant document to prove a project of value not less than Rs.1 Crore
9	Demonstration : The bidder may be asked to present / demonstrate the offered product(s) and/or its prototype at a short notice of 5 days during the technical evaluation.	Undertaking for this to be submitted by the bidder.
10	Keeping in view the project requirements for delivery and SLA adherences: a. The bidder should have the necessary arrangement, owned or franchise logistic support capability, to ensure immediate delivery support during implementation and operations period. b. The bidder should have a dedicated support number and trouble ticketing system.	An undertaking for this context should be submitted by the bidder that bidder agrees to provide the relevant documents at the award of PO such as (rent agreement/franchise document / GST document / documentation for a dedicated support number and trouble ticketing system etc. as a proof for SLA adherence).
11	Seamless Interoperability All offered solution(s), software's should support seamless interoperability amongst them & with the products, software's, network devices & components of any of the existing hardware / infrastructure, wherever applicable.	1. Relevant proofs, as applicable 2. Undertaking for this to be submitted by the bidder.
12	Integrity Pact The bidders must comply with the Integrity Pact (IP) as mandated by CVC, Government of India.	Signed and stamped copy of Integrity Pact (IP) as per the format given at Annexure I

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13	Compliance for Scope of Work & tender terms The bidders should give clause-by-clause compliance for each of the work items required in the defined scope of work, tender terms including all general and special terms & conditions as mentioned in the Tender document.	a. Clause-by-clause compliance of the scope of work, tender terms including all general and special terms & conditions as mentioned in the Tender document. b. A Signed copy of tender after carefully reading, understanding & accepting the scope of work and other conditions etc. as defined in tender.
14	Online comprehensive warranty/services support Undertake to provide online comprehensive warranty support from the date of acceptance till the start of perpetuity and provide online comprehensive AMC support for the duration of AMC awarded.	Undertaking for this to be submitted by the bidder.
15	Vulnerability and Configuration All the software's & devices should be properly configured. There should not be any vulnerability left in the software on every system update or otherwise.	Undertaking for this to be submitted by the bidder.
16	Bidder to ensure Security, Penetration testing & Audits as per policy of tenderer and/or State and/or central government to be done on regular basis. The relevant reports/other audit reports should be submitted on yearly basis or any other defined periodicity, as per their policy, ensuring security of the software's and the user data.	Undertaking for this to be submitted by the bidder.
17	The bidder must not have a history of being blacklisted by any other government organization.	Undertaking for this to be submitted by the bidder.
18	Price Protection. Bidder confirms to give the price protection to tenderer. Any time after submitting the tender response and emerging as L1, incase tenderer gets to know that the bidder has/had formally quoted lesser pricing for this scope of work to any other organization, Tenderer can approach bidder for reduction of prices such that bidder will have to pass on the same pricing benefit to Tenderer as well.	Undertaking for this to be submitted by the bidder.

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Examination Pattern

The institute on an average there are 1700 registered students.

The institute offering 5 UG and 8 PG programs. Average number of subjects per year: 10

The examination pattern and respective number of exams per year are as follows:

S.N.	Name of Examinations	Number of Examinations	Duration of Examination (min)
1	MSE	2	60
2	ESE	2	150
3	Makeup Examination	2	150

The charges related to cloud management for the entire dataset will be born by the vendor.

Vendor has to depute one technical expert having B.E. (CSE/IT/E7TC)/MCA at the institute campus for the successful completion of deployment (at least 1 year) duration at your own cost.

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PART-B

(To be submitted by the bidder in Envelope-2)

Subject: Supply of Management Information System (MIS) modules for e-governance of the institute.

Price Bid

(TO BE RETURNED DULY FILLED IN AND SIGNED ALONG WITH OFFER)
(OFFER IN INDIAN RUPEES FOR INDIGENOUS MATERIAL)

Bill of Material for Sl. No. 1 to 10

Modules: (Please refer **Form-D** for detailed specification)

Sl. No.	Modules	Cost (Rs.)
1	Students Admissions, Fees, Scholarship	
2	Academic	
3	Teaching & Learning Management	
4	Examination - Question Paper Setting, Evaluation and Management	
5	Hostel Management	
6	Library Management	
7	Training & Placement Office Management	
8	Mobile Application	
9	NBA Accreditation Management	
10	NAAC Accreditation Management	

Price of the individual MIS modules and Total package should be specified

Date:

Seal

Signature of the Bidder

Name:



Technology proposed & Software Platforms

Considering the complexity & volume of the application, we plan any **one** of the following options for GCE, Karad.

The bidder shall be confident to work in any technology decided by us.

Platform should be:

- NEP Compliment - Overseas or India experience to implement NEP type of courses
- Integration to Tally / Finance APIs
- NAAC / NRIF ranking process digitalization (Module)
- Flexible Students courses Registration
- Integrated with Online EduTech Platform
- Placement Module (Support for Placement Processes) + Placement Assistance

Initial Implementation scope conditions-

- **The implementation in phase I: The vendor who will be shortlisted for MIS implementation will be responsible to implement all the old MIS Modules as it is in the new MIS and make it workable with the old backend database. It should be strictly as per the existing modules. All existing modules should be ready with backend content.**
- **Advanced Module No – II should be NAAC Compliant. All modules should be required for the said software ready for implementation and use.**
- **Advanced modules should be implemented step by step as per requirement from the Dean-Academic and Exam Office.**
-
- Data transfer from Old MIS is vendor responsibility (Data will be provided by College in the format given by Vendor)
- User training for all the user
- We will start with exiting modules which are implemented with Old MIS, but your system should be capable of add new modules and integrate with other systems
- Should be on SAAS platform
- There should be SLA base issue resolution (On Ticket base platform)

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Integration, Security & Backup

- It should be possible to build the MIS modules into a fully integrated system and various modules shall be totally interlinked. As far as possible, system shall remove duplication of work.
- Every module shall be provided with user login & password security. No unauthorized access to modules.
- Facility shall be provided for System administrator for creation of desired number of Users for various modules. To different user, depending upon his level & work done by him, various privileges can be given by system administrator. He can give access to specific menus & submenus to a user.
- All the transactions such as data entry / modification shall be stored with user names so that accountability of User is possible.
- IP address-based protection shall be given for more critical applications. Normally administrative activities such as payroll processing, service record entries, fees collection, etc are to be performed from specific computers. To such users, IP address-based protections may be provided. So such crucial transactions can be entered through specific nodes only.
- Well-established backup & security procedures shall be defined. Backup MUST be automatic. Practically there shall be no chance of data loss.

The exact data security & backup arrangements shall be worked out after System studies and total network study by the successful bidder.

Following sections define software requirements of various modules.

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Students Admissions & Fees, Scholarship

Registration of admitted (UG & PG) students:

- Recording their full personal & academic details including photographs
Verification report of documents submitted by candidates
- Payment of Tuition, Examination, Hostel, Miscellaneous fees & other fees
by Bank chalan / Debit Card / Credit Card / Internet Banking / UPI
- Scholarships & PG / Ph. D. stipends processing and accounting Exam forms &
related details
- Student data compilation for various schemes of governmental and other agencies
- Student data searching
- Branch Change
- Disciplinary action / Temporary discontinuation

Fees Reports:

- Fees Receipt - Daily Fees/Cash Collection Register - Fees Abstract - Students
Fees
- Ledger - Outstanding fees - Bank statement - Receipt Cancellation record

General Reports:

- Merit List - Roll list - Admission Register, TC, Bonafide, Fee Structure,
clearance & other certificates - Students ID cards

Strength Reports:

- According to - Branch & year - Sex - Caste Category - Religion - Fee type –
Topper – Pass – Fail – Fail (Promoted) etc

Academic

Academic Modules:

- NEP and Non-NEP, CBCS, DigiLocker, Minor Degree, Academic Bank of
Credits

Students Course registration:

- Course Structure and Credit loading – degree and programme wise, Pre-
registration by students, Finalization of Registration by faculty adviser,
Instructors and students, subject wise Roll List preparation

Academic Calendar:

- Preparation of academic calendar & timetable for UG and PG programmes,
uploading of courseplan & evaluation plan, associated activities,

Academic Departmental activities

- Student attendance & Leave recording, analysis, monitoring & communication
with parents, Analysis of classes taken by faculty
- Examination – Mid Semester, In Semester and End semester

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practical/dissertation/seminar/project examination

- Extra lecture conduction
- Students performance analysis
- Student Verification
- CO-PO Attainment
- Attendance & Leave Recording of Staff, M. Tech and Ph. D students
- Visiting & Contractual Faculty Bill Processing
- Budget preparation tool
- Department store management
- Office file system management

Teaching & Learning Management

Uploading of assignments, study material, papers, reports etc (any format) by faculty, online examination - online feedback on courses - Discussion forum - On Line Magazine - Personal web page for faculty - online opinion poll-conduct, tabulation, grading - Campus bulletin boards - Electronic complaint/suggestion box - Chat room facility - Alumni database - PTA database

Examination- Question Paper Setting, Evaluation and Management

- **Exam Activity:**
 - Not Eligible Entry, Marks Entry, Revaluation Mark Entry, UnLock Marks, Absent Student Entry, Grade Entry (Audit), Copy Case (UFM), Marks Publishing according to no dues
- **Paper Set Management:**
 - Paper Stock, Paper Panel Setting, Paper Setter Allotment, Paper Setter Approval, Paper Setter Issue Letter, Paper / Question Bank Setting, Paper Set Moderation, Paper Set Approval, Paper Printing, Remuneration Bill
- **Exam Time Table:**
 - Theory Exam Time Table by Exam Cell, Invigilator Allotment, Order Mail to Invigilators, Seating Arrangement Entry, Deallocate Seating Arrangement, Invigilator Entry, Invigilation Duty Entry, Student Attendance Generation (Block Wise), Absent Student Entry, Marks Entry, Unfair Means Case Entry, Unfair Means Punishment Entry, Packing Slip Generation, Theory Bill Generation, Bill Acknowledgement Mail Send to Invigilators, Practical Exam Time Table by department, Internal / External Examiner Allotment, Order Mail to External Examiner, Accept/Reject Order by External Examiner, Seating Arrangement, Student Attendance Generation (Batch Wise), Absent Student Entry, Marks Entry, Practical Bill Generation, Bill Sent Acknowledgement Mail to Examiner, Exam Time Table Report, Exam Hall ticket

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- **Answersheet:**
 - Paper Price Master, Answer Sheet Collection HOD, Answer Sheet Collection by Assessment Officer, Answersheet Scanning and Uploading, Evaluation Staff Entry, Evaluator Order Allocation, Evaluator Approve & Reject, Online Assessment and Marks Entry, Revaluation Assessment, Evaluator Assessment Report, Create Bill
- **Pre-Examination Reports:**
 - Exam Registered Report, Marks Entry Not Done, Valuer Not Assign, Roll List/Mark Entry, Faculty Course Lock Status, Mark Entry Status, Bulk Ex-Student Registered Report, R07 Report
- **Result:**
 - Result Processing, Result Process Revised, Publish Result
- **Exam Reports:**
 - Semester wise- Tabulation Chart, R08, Gazette, Gradecard, Signature list, Transcript Report, Consolidate Report, Student Topper List, Result Analysis Report, Exam Spi-Cpi Status, Course Wise Student Failed Report
- **Convocation:**
 - Convocation Master- preparing data for Shivaji University, Kolhapur Convocation portal, Provisional Degree Certificate
- **Exam Utility:**
 - Make Up Exam Registration, BackLog Course Registration, Change Grade Entry, Course Update Status, Grade Allotment, Process CPI Semester Wise, Delete Registered Course,
 - Mutual Grade Allotment, Revaluation & Photocopy

Hostel management

- **Student Hostel admissions, Accommodation & Financial Accounting:**
 - Hostel Merit List generation, Hostel admissions & fees collection at the start of semester - Room allotment & Room change - Hostel admission cancellation & Refund of fees - Calculation of electricity, water & other charges including breakages - Issuance of various certificates related to hostel - Students registers - Hostel Accounts – mess bill, contractor, payroll & loans payment & receipts - Monthly dues collection - Caution money record.
- **Mess management:**
 - Join the mess, Mess cut, Mess change, Mess Dues, Issue of mess-slips - Direct purchase of items like vegetable, milk, eggs, etc. by mess - Prepare Mess bill-Diners' attendance management, Details of provisions and other consumables, Guest/extras - Prepare dues list, Prepare eligible diners list

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- **Hostel staff management:**
 - Establishment (Appointments, increments, Terminations, service record, Leave), salary, Arrears, PF, Loans & advances
- **Hostel central stores Purchase/Distribution:**
 - Purchases of daily & monthly items - Distribution of items - Fuel distribution to mess - Keep up-to-date inventory of provisions, Re-order alerts, Annual stock report, Current stock report

Library management

- **Student ID Card:**
 - Scanning student photo and signature, Generating ID Card
- **Book Stock Management:**
 - Book title, copies, edition, year, author, ISBN, write off and category management
- **Issue Receive of Books:**
 - Issue, Receive books, Track book, issue fine

Training & Placement Office Management

Company invitation - Interview slot - data base of students bio data - placement status recording - reminders - Company database - history of campus placement - Training program database.

Mobile Application

Android and IOS application with same features as web application.

NBA Accreditation Management

Module intended for college faculty members to ease the process of generating NBA report by taking input from faculty and student. Generating Accreditation, matching CIF outcome with program outcome, taking feedback from students on their program outcome, taking indirect feedback from teacher etc.

NAAC Accreditation Management

NAAC Accreditation Management Module should keep track of all the vast amount of information, documents and evidence related to institution, staff, facilities, committees, events, criteria, sub-criterial and surveys for several years require relentless effort and skilled resources.

- Generate IQAC reports each year and maintaining or improving the grade also spread the process into following academic calendars.

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PART-D

(To be submitted by the bidder in Envelope-1)

TERMS AND CONDITIONS FORM

**READ ALL THE FOLLOWING TERMS AND CONDITIONS & SIGN IN THE
ACCEPTANCE**

Payment terms- Annual Subscription.

Terms and Conditions:

1. The Bidder must use the entire information furnished including scope, detailed requirements of architecture of application, hardware, functional and technical specifications, other annexure, forms, enclosures etc. and other terms and conditions, bill of materials while submitting the response.
2. All responses should be in English language. All responses by the Bidders shall be binding on such Bidders.
3. All responses including commercial and technical proposals would be deemed to be irrevocable offers/proposals from the Bidders.
4. Bidders are advised to attach a letter from an authorized signatory attesting the veracity of the information provided in the response and the validity of the tender for 90 days from the day of commercial bid opening.
5. Any technical or commercial proposal submitted cannot be withdrawn/modified after the closing date and time for submission of the proposal offers unless specifically permitted by GCE Karad.
6. Each offer should specify only a single solution which is cost effective and meeting the specifications and it is the responsibility of the Bidder to decide the best of breed solution.
7. In the event the Bidder has not quoted for any mandatory or optional items as required by GCEK and responded to by the Bidders, the same shall be deemed to be provided by the Bidder at no extra cost to GCEK.
8. GCEK concludes that everything as mentioned in the documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders and there shall be no extra cost associated with the same other than the cost quoted by the Bidder.
9. The Bidder at no point of time can excuse themselves from any claims by GCEK whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned.
10. By submitting a proposal, the Bidder agrees to promptly contract with GCEK for any work awarded to the Bidder.
11. The Bids shall be submitted only by the Bidder; no consortium is allowed in this Bid. A declaration certificate in this regard needs to be submitted.
12. The clarifications or writings issued pursuant thereto shall not be construed as an

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obligation on the part of GCEK to award a purchase contract for any services or combination of services.

13. The responding bidder must not be blacklisted by any Central/ any State Department/ establishments in India at any point of time for breach of ethical conduct or fraudulent practices.
14. GCEK reserves the right to reject any or all proposals in full without assigning any reason whatsoever.
15. The Bidder has to adhere to the time schedule of activities mentioned and no request to change the last date or extend period/time for submission shall be entertained by GCEK. However, GCEK reserves its right to extend the date/time for submission of the responses without assigning any reason by notifying in the Website/displayed on the Notice Board.
16. Any additional or different terms and conditions proposed by the Bidder would be rejected unless explicitly assented to, in writing by GCEK.
17. The offers containing erasures or alterations shall not be considered. There should be no hand-written material, corrections or alterations in the offer. Correct/proper technical information of the product being offered must be filled in.
18. The response to the proposal should not carry any sections like 'Clarifications', 'As orally told', 'to be discussed', 'interpretations', 'assumptions' etc.
19. To assist in the scrutiny, evaluation and comparison of offers, GCEK may, at its discretion, ask any of Bidders for clarifications to their offer.
20. Upon successful implementation and prior to the Go Live, GCEK shall undertake testing and certification of the Software by any CERT-in empanelled security auditor. Bidder will be required to provide necessary support to the certification agency and carry out necessary updates to the system to meet the compliance requirements. The bidder must be borne the cost of security audit.
21. Bidders must ensure the backup of ERP services and data on a daily basis at Local Storage server that is to be installed at university campus. The required storage server will be provided by the bidder, wherein civil work, racks, AC will be provided by the GCEK. Bidders must also ensure the backup of ERP services and data on the external Hard drive on a particular interval of time (daily basis).
22. Bid Price: Price indicated in the schedule shall be final price for completion of work. However, Cloud Services, Database, Security patches, SMS Gateway Charges, Email Gateway charges included in the price offer. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause unless asked by GCEK will be treated as non-responsive and rejected.

The Principal, Government College of Engineering, Karad reserves the rights to award the tender to any party or cancel the same, without assigning any reason. The decision of the Principal in this regard will be final and conclusive.

Terms of Agreement:

1. Each of the COLLEGE (Customer) and the COMPANY (Supplier) shall appoint a "Point of Contact" PoC who shall be the person responsible for addressing strategic

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relationship issues between the Parties and shall participate in the dispute resolution process. Each PoC shall possess or be able to obtain the requisite corporate power and authority to negotiate and implement, on behalf of the applicable Party, a settlement of any dispute between the Parties hereunder that is brought to its attention to resolve. The initial PoC for COLLEGE shall be (Name), (Designation), and the initial PoC for COMPANY shall be (Name), (Designation). The COLLEGE and the COMPANY shall each have the right, from time to time, and upon prior written notice to the other Party, to change their respective PoC. The College and company will also form committee to resolve dispute if any amicably in mutual understanding.

2. The Company will require its PoC to submit written report(s) on the progress of the Project (including SRS, user manuals and training reports with respect to the progress of the Company Deliverables and identification of problems and challenges) to the PoC, of the GCEK on a periodic basis.
3. The COMPANY and the COLLEGE each agree that during the term of this Agreement and for a period of one year thereafter, neither the COMPANY nor the COLLEGE shall, directly or indirectly, solicit for hire or knowingly hire or retain the personnel of the other party associated with the Services hereunder as an employee or independent contractor, except with prior written consent of the other party.
4. Any third party products or materials ("Third Party Components") to be incorporated into any Company Deliverables or used in the performance of Services will be specified prior to the incorporation or use of any such Third Party Component, notify the COLLEGE and obtain the COLLEGE's written approval.
5. The COLLEGE will ensure that appropriate COLLEGE personnel are available as required to facilitate or enable the COMPANY's performance under this Agreement.
6. The COMPANY shall not be responsible for and shall be excused of and shall have no liability resulting from any failure to meet the timetable and deadlines or for failure to perform its obligations set out for reasons other than those solely attributable to the COMPANY and if there is a delay not caused by the COMPANY, all dates by which the COMPANY is required to perform any obligation will be deemed to be changed to a subsequent date determined by the Parties mutually, each acting reasonably and taking into account the availability of the required resources.
7. The COMPANY shall deliver Company Deliverables that are software deliverables using safe and secure telecommunication protocols such as HTTPs/FTP/s/equivalent and upon request by the COLLEGE shall reasonably assist the COLLEGE to install the Software Deliverables in the Target Environment. Where applicable the COLLEGE shall be responsible to review and conduct acceptance testing prior to its acceptance of the Software Deliverables. The COMPANY warrants that the COMPANY shall not introduce or code any virus into any Software Deliverable provided to the COLLEGE hereunder.
8. College will provide all the essential facilities in time to the company for completion of scope of the work without disturbance and interruption.
9. Company has to study the GCEK functioning, suggest standardization, carry out gap

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analysis, customize ERP modules, and implement the same to the satisfaction of the College in coordination with concerned staff of the College and PoC. The scope and description of expected specific services will be to configure and adopt company designed functional module to the business process of the COLLEGE; Customise and configure interfaces to suit COLLEGE's requirement, Data migration based on data extracted and provided by College from existing system, provide relevant training to the identified COLLEGE personnel and support actual implementation operations. Support for Customized Software during COLLEGE testing activities includes SIT, UAT, provide clarifications on functionality and issues raised during the testing and at no extra cost during the implementation stage.

10. The COMPANY agrees not to remove any key personnel ("Key Personnel"), except with prior approval of the COLLEGE (which approval will not be unreasonably withheld or delayed) unless such Key Personnel becomes unavailable due to death, disability, illness, resignation or termination of employment or other cause beyond Company's control.
11. The COMPANY shall have no liability or obligation for the delay in completing the Acceptance Tests or failure of the Acceptance Tests. If such delay or failure is determined to be due to reasons other than those solely attributable to the COMPANY. The correction or reworking of the Company Deliverables and all related activities shall be at the cost of the COMPANY if the failure is determined to be due to reasons solely attributable to the COMPANY.
12. Each Party retains sole and exclusive right, title and interest in any and all Intellectual Property and Intellectual Property Rights that it owned prior to the Effective Date or which it may conceive, reduce to practice, author or otherwise developed thereafter, whether or not during the performance of the Services pursuant to this Agreement, and nothing herein is intended to transfer or assign to the other Party any interest therein except for the express licenses granted under this Agreement.
13. COMPANY shall be free to provide any services or design any deliverable(s) that perform same or similar functions to the Company Deliverables being provided hereunder for the COLLEGE, for any other clients of the COMPANY (including without limitation any affiliate, competitor or potential competitor of the COLLEGE).
14. The ownership, right, title and interest in any Intellectual Property and Intellectual Property Rights in or attached to any College Materials that COLLEGE provides to COMPANY in connection with the performance of Services or for incorporation in the Licensed Material or Company Deliverable, shall remain with COLLEGE and its applicable licensors and nothing contained in this Agreement is intended to nor shall be construed to effect any transfer of ownership rights or title in or attached to the College Materials, to the COMPANY.
15. The COLLEGE shall pay the COMPANY for the Services provided by the COMPANY. The Service Fees for Services agreed to be provided is on a Fixed Price basis and the rates for any Services agreed to be performed will not vary on any grounds. All Service Fees payable to the COMPANY are inclusive of any sales, use,

Raj Kumar

value added tax, service taxes or taxes of a similar nature, imposed by any applicable taxing jurisdiction. The Company will submit a 'Bank Guarantee' of 10% value of quoted price to the College within a week period from acceptance of the PO. Failing to give the 'Bank Guarantee' the payment released as mentioned above by the College.

16. The COMPANY will defend, indemnify and hold harmless the COLLEGE and its directors, officers and employees ("COLLEGE Indemnified Party"), from and against any third-party suit, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent based on allegation that the Services or Company Deliverables as provided to the COLLEGE by the COMPANY and the use thereof by the COLLEGE as contemplated in this Agreement an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party (each, an "Infringement Claim").
17. Each party (in such capacity, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other party (in such capacity, the "Disclosing Party") hereunder.
18. The term of the Agreement shall commence on the Effective Date and shall continue for a period of five (05) years, unless terminated earlier in the event of material breach or proceedings of bankruptcy or similar events. In the event of any dispute between the COMPANY and the COLLEGE, either Party shall notify the PoC of the other Party. If the PoCs of the respective Parties cannot resolve the dispute within fifteen (15) Business Days after notification thereof, they shall escalate the issue to the Committee. If the software Committee cannot resolve the dispute within fifteen (15) Business Days after reference thereof to the software Committee, the dispute shall be resolved by arbitration or litigation. The COMPANY and the COLLEGE agree in the event of any dispute between the COMPANY and the COLLEGE, each Party will continue to perform its obligations under the Agreement during the resolution of such dispute, except for the obligations that may be the subject matter of such dispute. This Agreement shall be governed by and interpreted in accordance with the laws of India, without giving effect to the conflicts of law principles thereof and will be subjected to Karad Jurisdiction.

ACCEPTANCE

We accept the above terms and conditions and shall comply with them strictly.

NAME OF THE BIDDER:

ADDRESS:

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SIGNATURE

Date:

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Evaluation Process

1. Bids which are not in accordance with prescribed formats or which are incomplete will be rejected on opening the same.
2. At first, Technical Bids will be evaluated along with the eligibility criteria compliance. Bids, which do not confirm the eligibility criteria will be rejected outright.
3. Financial Bids will be opened only for those bids which qualify in Technical Evaluation.
4. Technical Bids will be evaluated on following points with appropriate weightages:
 - a. Profile of the Company
 - Company's existence and profitability
 - Presence in the state of Maharashtra
 - Relevant Experience in the OES domain
 - OES Software Development, its maintenance and support
 - Technical and Support services personnel strength
 - b. Application Software
 - Proposed Architecture of the Software Application.
 - Front-end and Back-end Platforms and Bandwidth requirement.
 - Licensing Issues/Open Source Technologies
 - ISO Certification
 - Quality Control and Testing Process available
 - c. Delivery Schedule
 - d. Support, Maintenance and Training Methodology Proposed
 - e. Compliance and/or Deviation from the requirements stipulated in the RFP
 - f. Minimum 3 Client feedbacks/References
5. It is required to declare with details if any legal case and/or process is pending against the company in any of the Courts/Statutory Authority in India or Abroad in respect of violation of IPR or any other provisions of GOI's IT Act.
6. Financial Bid Evaluation

On the basis of Technical Bid qualification, Institute will open the Commercial Bids only of the shortlisted vendors. Institute may call the shortlisted vendors during the time of Commercial Bid opening if required.

- a. Clarity of the quotation
In case of Clerical/Totaling error, higher amounts will be considered for evaluation
- b. Total cost of ownership
INSTITUTE reserves the right to accept and or reject in part and or in full any and or all the bids without assigning any reason thereof.

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Selection Process

The Institute is following a four stage evaluation and selection process. The stages are;

1. Eligibility evaluation
2. Technical Bid evaluation
3. Vendor Presentation/Demonstration
4. Commercial Bid evaluation

The first phase of Eligibility evaluation will include Institute checking vendor credentials, such as their prior experience of providing similar products/services their financials, their process maturity, strength and spread of their support infrastructure & so on.

Since Institute would like to maximize its ROLE, the solution proposed by the vendors will be evaluated on the basis of the total cost of ownership, including the initial cost of ownership and recurring costs over the five year period.

Right to Termination/Cancellation:

Notwithstanding anything contained in this document, GCEK, reserves the right to cancel/terminate the proposal process without assigning any reason whatsoever, at any time prior to signing the contract and GCEK shall have no liability for above-mentioned actions.

Period of Validity of Bids

Bids should remain valid for the period of NINETY (90) days from the date of opening of bid prescribed by GCEK. A bid valid for a shorter period shall be rejected by the GCEK as non-responsive.

Liquidated Damages

In the event of the Bidder's failure to submit the performance guarantee, documents and supply the solution/equipment as per schedule specified in this RFP, GCEK at its discretion, can withhold any payment until the completion of the contract. GCEK may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services/goods for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of delayed services and goods. The right to claim any liquidated damages shall be without prejudice to other rights and remedies available to GCEK, under the contract and law.

The entire data generated through the software must be confidential and sole property of Government College of Engineering, Karad.

Ray Gulleau