



**DEPARTMENT OF HIGHER EDUCATION
GOVERNMENT OF MADHYA PRADESH**

Request for Proposal (RFP)
(Two-Envelope Bidding Process)

Procurement of Services

**Selection of agency for Annual Maintenance Of Computer
Hardware, Including Various Types Of Printers, Scanners
& Other Peripherals at DHE Office**

RFB No: 112/SPD/RFP/2025/AMC for Desktop Laptop Printer

Issued on: June 2025

State Project Directorate (RUSA)
Higher Education Department, Madhya Pradesh
Satpura Bhavan, Wing – Kha, Ground Floor
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DISCLAIMER

All information contained in this tender document provided/ clarified are in the good interest and faith. This is not an agreement, and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in this tender document, the interested Bidders shall satisfy it-self that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the tender document is complete in all respects and Bidders submitting their proposal are satisfied that the tender document is complete in all respects. State Project Directorate (SPD) (Department), Department of Higher Education (DHE), Madhya Pradesh reserves the right to reject any or all of the proposals submitted in response to this tender document at any stage without assigning any reasons whatsoever. DHE also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their proposal in response to this tender. SPD reserves the right to change/ modify/ amend any or all of the provisions of this tender document without assigning any reason. Any such change would be posted it on: <https://mptenders.gov.in/> portal or on the website of DHE <http://www.highereducation.mp.gov.in>

Neither SPD nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the assignment, the information and any other information supplied by or on behalf of DHE or their employees or otherwise arising in any way from the selection process for the assignment.

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

Key Dates for Single-Stage, Two-Envelope, Bidding Procedure, Adopted through e-procurement

Tender Reference No.	112/SPD/RFP/2025/AMC for Desktop Laptop Printer
Period of sale of Tender documents starting and End dates	24/06/2025 to 18/07/2025
Pre-Bid Meeting	30/06/2025, 14:00 hours
Date for Start of submission of Tender Document	07/07/2025, 17:00 hours
Last date for submission of Tender Document online	18/07/2025, 12:00 hours
Time & Date of Opening of Technical Proposal of the Tender	21/07/2025, 14:00 hours
Time & Date of Opening of Financial Proposal of the Tender	The Date shall be informed to the Technically Qualified Bidders
Place of Pre-bid Meeting, Opening of Technical Proposal & for Clarification of Bid Department's address for communication	State Project Directorate (RUSA) Wing – Kha, Ground Floor, Satpura Bhavan Bhopal (MP) 462004, India E-mail: spdmpwb@gmail.com
Pre-bid meeting	Bidders can attend the Pre-bid meeting online or by physical presence at the place mentioned above on the scheduled date. Online link will be shared 2 days prior to the pre-bid conference in Higher education web site. http://www.highereducation.mp.gov.in
Bid validity Period	180 days from the date of bid submission
Bid security (Earnest Money Deposit)	Rs 15,000/-

Request for Bids Goods
(Two-Envelope Bidding Process)

Contract Title: Selection of agency for Annual Maintenance Of Computer Hardware, Including Various Types Of Printers, Scanners & Other Peripherals at DHE Office.

RFP Reference No.: 112/SPD/RFP/2025/AMC for Desktop Laptop Printer

1. The State Project Directorate, DHE, now invites Online Bids from eligible Bidders for Contract Title: Selection of agency for Comprehensive Annual Maintenance Of Computer Hardware, Including Various Types Of Printers, Scanners & Other Peripherals at DHE Office.
2. Bidding will be conducted through <https://mptenders.gov.in/> Portal through National competitive procurement using a Request for Proposal (RFP).
3. The bidding document in English may be purchased by interested eligible Bidders. Tender document can be downloaded from the website <https://mptenders.gov.in/> and also can be viewed in the DHE website <http://www.highereducation.mp.gov.in> free of Cost. Tenderers submitting the Bids shall pay a non-refundable fee of Rs 2,000 (Two Thousand Only) towards the cost of Tender Document. for payment to visit the web site of MP treasury and pay the processing fee

Bidders not submitting the Tender Document fee along with the Bid proposal shall not be considered for Bid evaluation. No Exemptions allowed for Tender Document fee

4. Bidders must upload their bid document through online mode only on the portal <https://mptenders.gov.in/>. Bidders must submit the document fee, processing fee amount Online only.
5. EMD shall be submitted online on the eProcurement web site only on or before bid closing date & time. All Bids must be accompanied by a EMD or Bid Security as per the following.

SL. No.	Description	EMD amount to be paid online in Rs	Non-refundable Tender document Fee in Rs	Period of Project
1	Selection of agency for Annual Maintenance Of Computer Hardware, Including Various Types Of Printers, Scanners & Other Peripherals at DHE Office	15,000/-	2,000/-	12 months

6. EMD exemption will only be provided as per MP Store and Purchase Rules 2022 to companies registered with MP MSME Department as Manufacturers or Service provider in the respective domain registered. Bidder shall pay EMD online through Banking Agency or in the form of FD or in the form of Bank guarantee in favor of “Pariyojana Sanchalak RUSA, Payable at Bhopal. Bidder to submit Bid security in the form of copy of the FD or copy of Bank Guarantee along with the Technical Bid proposal and hard copy to be submitted at SPD office within 2 days of last date of Bid opening date.
7. Bidders who are not providing the EMD along with Bid proposals (Except those who are submitting MP MSME registration), are to be considered as non-responsive bid proposals.
8. All prospect Bidders including MSME registered in any State / UT / GoI are allowed to participate. However, EMD and Tender document fee exemption will be provided as per MP Store and Purchase Rules 2022 to companies registered with MP MSME Department. Bidders seeking exemptions for EMD shall submit the Bid security declaration format.
9. Any further corrigendum/ addendum shall be uploaded on the e-procurement portal website: <https://mptenders.gov.in/>.
10. MP Procurement rules 2022 are applicable for this Tender.
11. The bidder is responsible for registration on the e-procurement portal <https://mptenders.gov.in/> at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, bidders shall submit their Proposals electronically on the portal: <https://mptenders.gov.in/>.
12. Since the bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest.
13. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://mptenders.gov.in/> Please note that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. DHE-SPD will not be responsible for delay in issue of Digital Signature Certificate. If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance. Bidder must positively complete online e-tendering procedure at: <https://mptenders.gov.in/>,
14. DHE shall not be responsible in any way for delay/difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.

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Section 1: Instructions to Bidders

Introduction

- 1.1 Ensure Uninterrupted Operations: Regular maintenance minimizes system downtime and ensures smooth functioning of all IT equipment, critical for day-to-day operations.
- 1.2 Preventive Care: AMC provides maintenance, helping detect and resolve issues before they escalate into major failures.
- 1.3 Cost Control: Reduces unexpected repair costs by covering parts and service under a fixed annual fee, allowing better budget planning.
- 1.4 Expert Support: Access to skilled technicians ensures that repairs and troubleshooting are handled efficiently and professionally.
- 1.5 Extended Equipment Life: Routine servicing enhances the lifespan of computers and printers, delaying the need for replacements.
- 1.6 Faster Issue Resolution: Priority service under AMC ensures quicker turnaround times for repairs and maintenance requests.
- 1.7 Compliance and Updates: Ensures systems remain compliant with security patches, firmware updates, and hardware standards.
- 1.8 Centralized Vendor Management: Simplifies vendor coordination by engaging a single point of contact for all IT hardware maintenance needs.
- 1.9 Data Security and Confidentiality: Professional AMC providers follow protocols to protect sensitive organizational data during servicing.
- 1.10 Business Continuity: AMC helps maintain IT infrastructure readiness, supporting uninterrupted business processes and productivity.

1.1 INSTRUCTIONS TO BIDDERS

- 1.2 Bidders are required to carefully read the contents of this document including Technical Capabilities.
- 1.3 Technical Bid documents which are to be uploaded online by the Bidders as per time schedule (key Dates).
- 1.4 Bidders are to complete the tender form and provide all the other documents/information in sufficient detail. Submittals from bidders will be evaluated based on their experience and their technical, and financial capability to perform the contract. Poor past performance record such as abandoning of works; blacklisting by any government organization or agency; not properly completing contracts; litigation history, financial failure, etc., may lead to rejection.
- 1.5 All documents must be in English language and each page of the tender document must be signed, numbered & stamped as a token of acceptance of the terms & conditions of the RFP document. Any unsigned and unstamped document will not be considered.
- 1.6 Bidders should note that late or delayed bid proposals will not be accepted in mptender.gov.in portal.
- 1.7 Bidders and/or successful bidder who are/is found to have made any misleading or false representations in the tender including any statements, attachments, document, Performa's & Annexure submitted as proof of the requirements, shall be considered as non-responsive bid proposal, and disqualified.
- 1.8 The successful bidder shall have to ensure the following within 15 days of issue of letter of acceptance to avoid cancellation of acceptance.
- 1.9 Payment of Security Deposit / Performance Security.
- 1.10 Submission of risks Insurance Policy valid for entire Implementation and Support Period.
- 1.11 The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their Bid/s for the subject Project/s. The prescribed formats for submission of Bids are as per the Section-III of the RFP.
- 1.12 The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the prescribed formats.

- 1.13 The Bidder submitting the tender will be considered to have accepted all the terms and conditions and no further terms and conditions will be accepted. No enquiries in written or orally will be entertained with regard to acceptance/rejection of the tender. Any attempt on the part of the tenderer to influence any official/officer of this Organization will disqualify the tender.
- 1.14 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, however Bidders should form their own conclusions about the methodology/ solution needed to meet the requirements of the proposed project / items for completion of the bid proposal / project in time as mentioned in the RFP.
- 1.15 All information provided by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the Department on the basis of this RFP.
- 1.16 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 the Department. Any notification of preferred Bidder status by Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- 1.17 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

DIRECTIONS TO THE BIDDERS

- 1.18 The bidders shall submit the proposal as per Scope of Work mentioned in this RFP.
- 1.19 The bidders have any doubt about the meaning of any portion of the RFP or find discrepancies / omission in the tender documents issued or shall require clarification on any of the technical qualification aspect, scope of work etc., shall submit the clarification to the Department before the pre-bid meeting date as mentioned in the Key dates.
- 1.20 The prospective bidder requiring any clarification on the tender shall submit the Queries in Editable Word format along with pdf in the format as follows :-

Clarifications: Technical / Commercial / General				
Page No.	Clause No.	Details of Clarification as per Bid Document	Bidders Query	Clarification by SPD

- 1.21 The bidders are advised before tendering, to properly understand the Scope of work and be acquainted with the actual end outcome expectation of the SPD, DHE from the successful bidder. No claim shall be entertained later on grounds of lack of knowledge. The bidder shall incur all expenses related to preparation of the bid proposals, attending to the meetings with the Department. Preliminary Technically Responsive bidders will be informed to provide the Presentation/Demonstration (Demo) as mentioned in the RFP, at their cost, wherever required at SPD- Bhopal Office to confirm the proposal is exactly as per the Bid Requirements.
- 1.22 Non-attending to the presentation and in the Demo non-compliance of the scope of work as mentioned in this RFP will be considered as Non-responsive Technically proposal. No further communications will be entertained in this regard. Technically Nonresponsive bidders' financial proposal will not be opened.
- 1.23 The bidder shall not cause any damage or harm to the Department during project period in any manner whatsoever.
- 1.24 Bidders are reminded that, if necessary, at its sole discretion of Department may ask for any clarification regarding the submitted tender and/or other documents.

2 DEFINITIONS AND INTERPRETATIONS

2.1 DEFINITIONS

- 1 “Agreement” “Agreement” shall mean the Contract Agreement entered between the Department and Bidder.
- 2 “Contractor/ Service provider” shall mean the selected Preferred Bidder selected and nominated by the “Department ” to implement the Project on the terms and conditions stipulated in the Agreement.
- 3 “Bid or Detailed Bid or Proposal” shall mean proposal submitted by the Bidder for the Procurement, in response to this RFB including clarifications and/or amendments to RFB, if any.
- 4 “Bidder/bidder”, “Vendor”, “Supplier”, “Service Provider”, “Seller” means the respondent to the RFP document and an Entity / Individual who participate in online Bidding
- 5 “Bid Security” shall mean the security furnished by the Bidder in the form of Online Payment or through BG/ FD , as stipulated in the RFB document.
- 6 “Bid Evaluation Committee” shall mean the committee constituted by the Department for evaluating the Bids.
- 7 “RFB”. “Tender”, “RFP”, “Bid document’ means the ‘Request for Bid Proposal Document
- 8 “The Services” means those services as mentioned in the scope of work and other such obligations of the Supplier covered Mode of Procurement; and to achieve the objective by implementing contract
- 9 “**Goods**/Solution / Services / Work / System “ , “Solution” or “Work” or “System”, “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance of the Supplier covered under the RFP.
- 10 “Project Location” is the College locations within Madhya Pradesh as included in the RFB as consignee locations for installation of proposed equipments / items.
- 11 “Department ” shall mean Higher Education Department, Government of Madhya Pradesh
- 12 “Commercial /Financial Bid proposal” shall have the meaning as set forth in the RFB document.

- 13 “Due Date” shall mean the last date for submission/receipt of the Bid, as mentioned in the RFB document.
- 14 “Firm” shall mean a single legal entity, which is a Registered Body.
- 15 “Authority” shall mean Department.
- 16 “Letter of Acceptance” or “LOA” means the letter issued by Department to the Successful Bidder to complete the scope of work of the proposed equipment / items in conformity with the terms and conditions set forth in the RFB.
- 17 “Preferred Bidder” shall mean the successful Bidder, whose Bid is declared as technically responsive bid with the lowest price offer quoted for the project as a result of the Bid evaluation process as set forth in this RFB document.
- 18 “Project ” shall mean as mentioned in the scope of work
- 19 “Project Completion Period” shall mean the total period in which the bidders to complete the scope of work and certified by Authority or its nominated agency.
- 20 “Warranty” shall mean the onsite warranty of proposed equipment / items I, if any included in the proposal, as total turnkey project for minimum 1 Years period including the maintenance period for the proposed equipment / items signed by bidder.
- 21 “Technical Criteria” or “Criteria” shall mean the criteria stipulated in the RFB, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Commercial/ Financial Bid proposal.
- 22 “Third Party Inspection” shall mean the agency appointed by Department for Inspect the proposed equipment / items prior to dispatch from the Manufacturers premises or Suppliers premises.
- 23 Day(s)” shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
- 24 “Eligible Bidder(s)” shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of Financial Bid;
- 25 “Eligibility Criteria” shall mean the Eligibility Criteria as set forth in this RFP;
- 26 “Financial Bid” shall mean online financial Bid, containing the Bidder’s quoted price as per RFP format; “IEC” shall mean specifications of International Electro technical Commission;
- 27 “Inspecting Authority” shall mean the authority designated by the Nodal Agency for the RFP purposes; “kWp” shall mean KiloWatt Peak;

- 28 “Lead Member” shall mean the member of Consortium authorized as a lead of the Consortium by other member of the Consortium with the rights and obligation set out in the Consortium MoU
- 29 Month(s)” shall mean a calendar month as per the Gregorian calendar;
- 30 “MSME(s)” shall means the Micro, Small and Medium Enterprises whose place of work and registered office are in the state of Madhya Pradesh as defined under the Micro, Small and Medium Enterprises Development Act 2006.
- 31 “Premise” shall mean land, building or structure or part thereof or combination thereof, wherein a separate meter or metering arrangement has been made by the licensee for measurement of supply of electricity
- 32 “Preventive Maintenance” shall mean maintenance of Project for preventing and/or eliminating the defects in the project
- 33 “Prudent Utility Practices” shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of electrical equipment of the type specified in this RFB, as per requirements of Indian Law;
- 34 “Year” shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;
- 35 Any other term(s) not defined herein above but defined elsewhere in this RFB shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.
- 36 therein and shall be deemed to have been included in this Section.

2.2 INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
2. Reference to any gender includes the other gender.
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP.
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as

the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed, or extended, from time to time, in accordance with the terms thereof.

5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed.
6. Any reference to a person shall include such person’s successors and permitted assignees.
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form.
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP.
9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "Herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified.
11. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement.
12. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.
13. Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one Bid (either solely or as consortium member, if permitted) will cause all the proposals with the Bidder’s participation to be disqualified.
14. This RFP is not transferable.
15. Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one Bid (either solely or as consortium member, if permitted) will cause all the proposals with the Bidder’s participation to be disqualified.

3 Documents Constituting Bid

The documents constituting the Bid shall be as follows:

3.1 TECHNICAL BID WITH ONLINE SUBMISSION OF BID SECURITY

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in the RFP Document along with all documents required to be submitted as per the said Annexure including without limitation to any Understanding and the Bid Security. The said Technical Bids shall be evaluated by Department in its sole discretion.

4 Preparation of Bid

4.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Department shall be written in English language only.

4.2 Bid Currency

All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR).

4.3 Authentication of Bid

The Technical Bid will be received online on the portal www.mpetenders.gov.in. The Technical Bid will be opened in the Department's office as mentioned in key date. If desired, the bidders or their duly authorized representatives may remain present at the time of opening of tender.

The Technical Bid shall preferably be type written and shall be signed by a person or persons duly authorized by the Bidder. The person or persons signing the Bid shall initial all pages of the Bid.

4.4 Validation of Interlineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

5 Bid Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional

information required by Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6 Department Visit

The Bidder may visit and interact with the concerned person appointed by the department for any clarification and obtain for itself on its own responsibility all information on the existing processes and functioning that may be necessary for preparing the proposal document. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at Bidder's own expense.

7 Venue & Deadline for Submission of Bids

The Bids, in its complete form in all respects as specified in the RFP, must be submitted to online in mptende.gov.in as specified in NIT.

8 Late Bids

- 8.1 Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- 8.2 The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 8.3 Department shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents through on-line portal. No further correspondence on the subject will be entertained.
- 8.4 Department reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments.

9 Withdrawal, Substitution and Modification of Bids

- 9.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by Department prior to the deadline prescribed for online submission. All notices must be duly signed by an authorized representative and shall include a copy of authorization letter (power of attorney).

- 9.2 A notice may also be sent by an electronic means by email, but in this case it should include a scan of the mailing receipt showing both the sender's and receiver's address for the signed hardcopy of the notice, and a scan of the power of attorney
- 9.3 Bids requested to be withdrawn in accordance with clause mentioned above, shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 9.4 No bid may be withdrawn, substituted or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the bid submission form, or any extension thereof agreed to by the Bidder.

10 Financial bid

- 10.1 The bidder shall have to quote Lowest Price Offer in format referred in Bid Data sheet online.
- 10.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 10.3 Prices shall be quoted as specified in Price Schedule. The breakup of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.
- 10.4 Bidder submitted price shall include all the cost which may occur during the project period to deliver the services as mentioned in the scope of work.
- 10.5 The Lowest wise Price Offer shall be quoted in figures as well as in words. If any difference in figures and words found, price in figures will prevail.
- 10.6 The bidder shall have to quote rates inclusive of all duties, taxes and other levies including GST; and Department shall not be liable for the same.

11 BIDDING PROCESS / SUBMISSION OF TENDER

- 11.1 Duly filled and signed Tenders should be submitted online. Proposal shall contain (A) Technical proposal and Financial / commercial Bid proposal, on or before due date as mentioned in RFP.

11.2 If the Bidder withdraws his offer before the said date, the earnest money (EMD) will be forfeited in full.

11.3 The decision of the Department to this effect shall be final and binding on the tenderer(s). The Technical bid will be opened in front of the Committee, at the Department's Office.

12 Validity of Offer

12.1 The Proposal shall remain valid for a period not less than days as mentioned in the Key dates details from the date of opening of technical bid (Offer Validity Period). Department reserves the right to reject any Proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of Department, if needed during the Bid evaluation period

12.2 A bidder agreeing to the request will not be allowed to modify the proposal but would be required to extend the validity of its EMD for the period of extension.

13 Verification of information

13.1 While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality and is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of the RFP will be at the Bidder's own risk and may lead to disqualification of the bid as being non-responsive.

13.2 The Specification details given in this RFP are based on the Department's Committee recommendations. However, the Bidders shall be wholly responsible for all the details of their Bids. In essence, after the Bid is submitted, the Bidder shall be responsible of all the data, which forms the basis of the Bid and shall have no claims whatsoever on Department or its agencies or its Advisors regarding the accuracy of the information, etc. furnished in the RFP.

13.3 It would be deemed that prior to the submission of the Proposal, the Bidder has:

- a. Made a complete and careful examination of requirements and other information set forth in this RFP document.
- b. Examined all the relevant information as it has received from Department in respect of the project.
- c. Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Contract Agreement, including but not limited to

- d. Availability of suitable manpower and technology.
- e. All other matters that might affect its performance under the Contract Agreement

14 Project data and Training

- 14.1 Successful bidder to coordinate with the department for necessary data and information required for implementation of the project.

15 Local condition

- 15.1 Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- 15.2 The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The Department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- 15.3 It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Department.

16 Amendment of Bidding Documents

- 16.1 At any time before the Deadline for Submission of Bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment.
- 16.2 Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s).") If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids.
- 16.3 Department reserves the right to extend the Deadline for the Submission of Bids. However, no request from the prospective Bidder(s), shall be binding on Department for the same.

17 Compliant Proposals / Completeness of Response

- 17.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall

be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

17.2 Failure to comply with the requirements may render the Proposal non-compliant and the Proposal may be rejected.

17.3 Bidders must:

- a. Include all documentation specified in this RFP.
- b. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
- c. Comply with all requirements as set out within this RFP.

18 Pre-Bid Conference

18.1 A pre-bid conference will be held on the date specified in the RFP (Schedule of Bidding Process), as mentioned at the Key dates table at the location specified by Department.

18.2 The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project and Project site and RFP document, if any.

18.3 Pursuant to the Pre-Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.

18.4 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting

18.5 Department shall not be responsible for ensuring that the Bidders' queries have been received by it. Any requests for clarifications after the indicated date and time may not be entertained by Department.

18.6 The Bidders should submit the queries in writing or e-mail and the same should reach to Department at least two (2) working days before the pre-bid conference.

18.7 Minutes of the pre-bid conference shall be uploaded in the mptender.gov.in portal.

19 Key Requirements of the Bid

19.1 Right to Terminate the Process

Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by Department. The Bidder's participation in this process may result selecting the Bidder for execution of the contract.

20 Consortium Consortiums

20.1 Consortium or JV not allowed for this Tender

20.2 As per scope of the RFP, the subcontracting is explicitly prohibited.

20.3 If the Bidder later considers subcontracting for certain reasons, the Bidder has to obtain written permission from the college before contracting any work to subcontractors. college at its own discretion may permit or deny the same. The bidder should then provide subcontracting details to the college and if required, college may evaluate the same.

20.4 In case if subcontracting is later permitted at any time, the contracting vendor is responsible for all the services provided to the college regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and college can obtain independent audit report for the same.

20.5 In case of Successful Bidder being a Partnership Firm or a LLP, the equity ownership of the partners in the Successful Bidder or the Project Company shall remain in same proportion as mentioned in the partnership deed submitted along with the Bid, up to a period of one (1) Year from the execution of Contract including extensions in the Contract Validity Period. The equity proportion for ownership of such Successful Bidder shall only be changed on prior written approval of the College / DHE .

21 Submission of Bids

The complete bidding process will be online (e-Tendering) in Two cover system. Electronic submission of bids shall be in accordance with the instructions given in the Table below: Particulars	
Cover 1 (Technical Proposal)	<p>Proof of submission of RFP Document Fee and Scanned copy of EMD,</p> <p>Proof of submission of RFP Document Fee and original document of EMD should be submitted in Hard Copy within 2 days of Bid submission.</p> <p>Bidder to submit all the formats of Covering letter, Bidders information sheets.</p> <p>Financial Eligibility criteria documents shall be prepared in accordance with the requirements specified in this RFP document.</p> <p>Experience / work order certificates, completion certificates should be submitted through online bid submission process</p> <p>The Bidder shall furnish documentary evidence / undertakings for all the mentioned requirements along with the technical bid proposal.</p>
Financial Proposal	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed by mptender.gov.in of the RFP.</p> <p>Financial Proposal should be submitted online only on www.mpetenders.gov.in</p>

Note: Department will conduct the bid evaluation based on documents submitted through online e-tendering portal.

21.1 Bid Security (Earnest Money Deposit (EMD))

The Bidder shall furnish, as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified in the BDS, in original form and, in the case of a Bid security, in the amount and currency specified in the BDS.

23.2.1 A Bid Securing Declaration shall use the form included in RFP.

23.2.2 If a Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- a. an unconditional freely Convertible Irrevocable Bank Guarantee valid beyond 60 days of the Bid validity period issued by one of the

Scheduled Bank as per RBI guidelines as acceptable to the Purchaser and in the form provided in the bidding documents. guarantee issued by a bank as per or non-bank financial institution (such as an insurance, bonding or surety company); or

- b. Fixed Deposit issued by a bank issued by one of the Scheduled Bank as per RBI guidelines as acceptable to the Purchaser; or
- c. Online payment to the mp tender portal,

23.2.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

23.2.4 Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant

23.2.5 The Bid Security may be forfeited

- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part – Financial Part, or any extension thereto provided by the Bidder; or
- b) if the successful Bidder fails to:
 - i. Sign the Contract in accordance with RFP,
 - ii. The Buyer may, declare the Bidder ineligible to be awarded a contract by the buyer for a period of time; or
 - iii. Furnish a performance security in accordance within the time period mentioned in RFP.
 - iv. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part

23.2.6 The Bid Security must be in the name of the Bidder that submits the Bid.

22 Bid opening

- 22.1 All Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.

22.2 Department always reserves the right to postpone or cancel a scheduled bid opening.

22.3 Bid opening shall be conducted in 2 (two) stages.

Stage 1 – Technical proposal -Online

Stage 2 - Financial Proposal- online

22.4 The venue, date and time for opening the technical proposal are mentioned in the RFP information sheet. The department's appointed Committee will evaluate bids based on financial capability, experience and documentary evidence submitted and

22.5 Only those bidders qualified in technical bid, will be considered for financial bid opening on www.mpetenders.gov.in. The lowest quoted price for the turn basis shall the successful bidder to whom contract will be awarded.

23 Disqualification

23.1 Even though the Bidder meets the pre-qualifying criteria, they could be disqualified if they have:

- a. Submit the tender document after the date mentioned in advertisement.
- b. Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.
- c. Submit the tender document, which is not accompanied by the required documents or is non-responsive.
- d. Failed to provide any clarifications related thereto.
- e. Where the bidder has already submitted the tender document and is a member of entity, which has already submitted the tender document, or vice versa.
- f. The successful bidder is not allowed to sub-lease the assigned spaces.
- g. Violates any other condition mentioned herein before/herein after.
- h. If any such information which would have entitled Department to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, Department reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
- i. Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.

- j. Where the bidder has been declared as defaulter or blacklisted by Department before the date of opening of techno commercial Bid.
- k. Bidders bid proposals shall be considered disqualified for participation in the tender process if they are Debarred / Black Listed / any financial outstanding dues or payments payable to the Department of Higher Education, Bhopal, Madhya Pradesh. In case, if the Bidders are interested to participate, then they are required to submit along with the bid proposal Undertaking to be provided that there is no any financial outstanding dues or payments payable to the Department of Higher Education, Bhopal as in Bidders letter head duly notarized.
- l. If the agency does not respond to the communication made in the time bound manner.

24 Taxes

- 24.1 The Agency shall be responsible for all the income tax, statutory taxes, statutory dues, local levies, GST, etc., to be paid to Government / Statutory bodies / Authorities, etc., for the services rendered by it. There will be no tax liability upon the Department whatsoever on any account.
- 24.2 The Agency indemnifies Department from any claims that may arise from the statutory authorities in connection with this License.
- 24.3 The Agency should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws, etc., and at no point of time should the Department be drawn into litigation on these counts.

25 Preliminary responsiveness

Prior to evaluation of Bids, the Department shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

- a. It is received as per the format defined in RFP document.
- b. It is received by the Bid Due Date including any extension thereof pursuant to Clauses of this RFP.
- c. It is signed, stamped, all pages are numbered. Scan copy uploaded proposal shall be clearly readable with indexing mentioning the Clauses for each document submitted in the proposal.
- d. It is accompanied by the Earnest Money Deposit (EMD);
- e. It is accompanied by the Power(s) of Attorney, if applicable.

- f. It contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
- g. It quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Agency.
- h. It does comply with all the technical specifications and General Terms and conditions.
- i. It does not contain any condition or deviation.
- j. The bidder has submitted all additional information or clarification as sought by Department within the prescribed period.
- k. Bids without duly signed integrity pact.

26 Bid evaluation- technical presentation / demonstration

- 26.1 Only those bidders who comply with all the pre-qualification criteria shall be considered as responsive bids.
- 26.2 Preliminary Technically Responsive bidders will be informed to provide the SPD Nominated Committee for the Presentation/demonstration.
- 26.3 On successful presentation / demonstration as mentioned in the RFP, bidder's proposal will be considered as Technically responsive and the Financial Proposals of the Bidders will be opened. The financial proposal of the bidders who do not qualify in technical presentation/demonstration shall be kept unopened in the e-Tendering system.
- 26.4 Department shall inform the technically responsive Bidders about the date and venue of the opening of the financial proposals.
- 26.5 At any time during the Bid evaluation process, Department / Committee may seek oral/ written clarifications from the Bidders. The Department / Committee may seek inputs from their professional and technical experts in the evaluation process.

27 Right to accept any bid and to reject any or all bids(s)

Department reserves the right to accept or reject any bid, and to annul the tendering process/ public procurement process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Department action.

28 Appointment of Agency

Award criteria

- 28.1 After selection of technically responsive and financially lowest offer submitted by the bidder in terms of clauses of this RFP, a letter of award (the “LOA”) shall be issued. Successful bidder (supplier/ Agency) shall, within 7 (seven) days of the receipt of the LOA, sign and return the copy of the LOA in acknowledgement as unconditional acceptance thereof. In the event the acceptance of the LOA duly signed by the Agency is not received by the stipulated date, the department may, unless it consents to extension of time for submission thereof, forfeit the earnest money deposit of such Agency as damages on account of failure of the Agency to acknowledge the LOA.
- 28.2 Issue of letter of acceptance (LOA) shall not be construed as any right given in favour of the Agency, and department reserves the right to annul the process of award, including signing of contract agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.
- 28.3 Upon issue of LOA to the Agency, department will release the EMD of all Agencies, as per the online portal process except the Agency.
- 28.4 After acknowledgement of the LOA as aforesaid by the Agency, it shall cause the Agency to execute the contract agreement within the period prescribed. The Agency shall not be entitled to seek any deviation, modification or amendment in the contract agreement.

29 Notification of award

- 29.1 Prior to the expiration of the validity period, Department will notify the successful Bidder in writing or by email and by hardcopy as Letter of Award (LOA)., that its proposal has been accepted, In case the tendering process / public procurement process has not been completed within the stipulated period, Department may like to request the Bidders to extend the validity period of the bid.
- 29.2 Upon the successful Bidder's furnishing of Performance Bank Guarantee, Department will notify each unsuccessful Bidder and return their EMD.
- 29.3 Department shall reserve the right to negotiate with the Bidder whose bid has been ranked best value bid of the proposed Project basis the evaluation criteria. On this basis the draft contract agreement would be finalized for award and execution.

30 Performance security

- 30.1 A Performance Security shall be required.
- 30.2 The amount of the Performance Security shall be: **3 % of the total contract Price**, Successful Bidder to submit within 15 days from the date of Work order is issued, Contract Agreement will be signed post submission of the Performance Security, Performance Security shall be valid 60 days beyond the Project period.
- 30.3 The Performance Security shall be in the form of Freely Convertible Irrevocable Bank Guarantee/ Demand Draft issued by one of the Nationalized Banks as acceptable to the Department
- 30.4 The Performance security shall be in the Indian Rupees currencies of payment of the Contract, in accordance with their portions of the Contract Price.
- 30.5 Discharge of the Performance Security shall take place:
State Project Directorate (RUSA)
Higher Education Department, Madhya Pradesh
Higher Education Department, Madhya Pradesh
Satpura Bhavan, Wing – Kha, Ground Floor
Bhopal (MP) 462004, India
- 30.6 In case, the Agency fails to submit Performance Security within the time stipulated, the Department at its discretion may cancel the Letter of Award issued to the Agency without giving any notice and may invoke the EMD of such Preferred Agency.
- 30.7 No interest will be payable to the tenderer on the Performance Security deposited with the Department
- 30.8 The amount of Performance Security as Security deposit shall be forfeited if the Agency abandons or fails to perform the contract at any time during the implementation Period. Further, if it is observed at any time during the Contract implementation/ execution & contract period the party has submitted fake/bogus documents in tender to gain the contract then the contract shall be terminated and performance security shall also be forfeited.
- 30.9 The amount of the performance security as security deposit shall be forfeited if the Agency fails to perform the contract at anytime and in such other events as are elsewhere provided in the contract.

31 Release of performance security

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- 31.1 After successful completion of this project;
- 31.2 Payment of all the penalties; if any;
- 31.3 On production of clearance for all applicable dues, if any.
- 31.4 Signing of contract agreement.

32 Contract Agreement

- 32.1 The Contract sets forth the detailed terms and conditions for grant of the contract to the successful Bidder, including the scope of the services and obligations.
- 32.2 Subsequent to Department issuing Letter of Award (LOA) to the Agency, the Agency shall execute the Contract Agreement with the Department within a period of Fifteen days from the date of issue of the Letter of Award subject to the condition that the Performance Security has been deposited by the Agency within the prescribed period.
- 32.3 The draft contract agreement is provided in the RFP.
- 32.4 Failure of the Agency to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the EMD of the Agency to be liquidated. The Agency will be liable to indemnify Department for any additional cost or expense, incurred on account of failure of the Agency to execute the Contract Agreement.
- 32.5 Notwithstanding anything to the contrary mentioned above, Department at its sole discretion shall have the right to extend the time lines for execution of Contract Agreement on the request of the Agency, provided the same is bona-fide.

33 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP

Failure of the successful Bidder to agree with the Draft Contract Agreement and Terms & Conditions of the RFP within the timelines provided in the LOA shall constitute sufficient grounds for the annulment of the award, in which event Department shall forfeit the Earnest Money Deposit of the successful Bidder and may also invoke the performance bank guarantee of the successful Bidder.

Section 2: ELIGIBILITY CRITERIA

The Department shall use the criteria and methodologies listed in this clause to determine the Technically responsive bid proposal. The Technically responsive bid proposal is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

34 Financial and legal Capability

The Bidder shall furnish documentary evidence that it meets the financial requirement(s) certificate to be issued by Chartered Accountant along with Audited Balance Sheet with this Tender that it meets the following financial requirement(s):

- 34.1 The Bidder should have an Minimum average annual turnover during last Three financial years (FY2021-22, FY 2022-23, FY 2023-24) or FY 2022-23, FY 2023-24, FY 2024-25) in Services / Maintenance of Computer Hardware and Peripherals from the date of Bid submission for Rs 10 Lakh on the date of Bid submission. Bidder to submit certificate issued by Chartered Accountant with UDIN along with Audited Balance Sheet with this Tender.
- 34.2 Bidder Financial Net worth shall be positive for the last financial year 2023-24 or FY 2024-25 documentary evidence from Chartered Account to be provided.
- 34.3 The Bidder should be a legally registered entity in India since last 5 (Five) years as on the date of submission of bid. Bidder to submit Documentary evidence of Registration along with the Bid proposal.

35 Experience

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- 35.1 The Bidder must have an experience in Services / Maintenance of Computer Hardware and Peripherals projects in State of Madhya Pradesh with any of the State Govt/ Central Govt/ PSU / Govt Institutions /Govt Departments. Bidder to submit Purchase Order/ Work Orders/ Completion Certificate from the authorized signatories of combined total value as mentioned in the table below during the last 3 years preceding the date of submission of this bid. The projects should be Services / Maintenance of Computer Hardware and Peripherals etc.

A	Minimum one cumulative work order for Services / Maintenance of Computer Hardware and Peripherals in Rs or	2 lakh
B	Minimum two cumulative work order for Services / Maintenance of Computer Hardware and Peripherals in Rs or	1.5 Lakh
C	Minimum three cumulative work order for Services / Maintenance of Computer Hardware and Peripherals in Rs	1 Lakh

(a) Bidder to provide copy of the Contract /Work order along with Work completion Certificate from Client confirming the payments made towards the assignment OR Certified by Chartered Account with UDIN no along with bank statement confirming the payments received.

35.2 The Bidder must have executed at least 3 similar projects in State of Madhya Pradesh during past 5 years preceding the date of submission of this bid. The projects should be Services / Maintenance of Computer Hardware and Peripherals projects in any of the Public / State Department /Educational Institutions / in India.

Bidder to submit substantiating works executed with Contracts Awarded and completion certificates from any of the Public / State Department / in India.

35.3 The Bidder should have experience of providing IT Operation and Maintenance (O&M) Support. At least, one of the work order should have been issued, in last 5 years preceding the last date of submission of bid.

36 Other Evidences

The Bidder shall furnish documentary evidence / undertakings along with the technical bid proposal.

36.1 The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney along with Board Resolutions if Company OR partnership agreement mention the authorized signature or if Proprietary confirming the Proprietary evidence the signatory of the Proposal to commit the Bidder.

36.2 The Bidder should give a declaration on its letterhead that they have never been blacklisted/barred (temporary or permanent) and disqualified by any regulator/statutory body/public sector undertaking in India or internationally.

- 36.3 The Bidder should provide registrations with PAN, valid GST Registration Certificate and to submit copy of GST Filing during the last 3 months in the prescribed forms,
- 36.4 The Bidder must submit their ITR for the last 3 years
- 36.5 Bidder are required to deploy adequate number of manpower as per the scope of work mentioned in the Tender document.
- 36.6 Bidder to submit the undertaking on letter head mentioning the office location along with contact information within MP State to provide any follow ups and discussions.
- 36.7 Bidder to submit the undertaking that no deviation certificate for Scope of Work, the Technical Specifications, and the Commercial Terms.
- 36.8 Bidders those are opting for exemptions as per MP SPR 2022 procurement rules to submit the undertaking in lieu of EMD/ Bid security the Bid security declaration as per format attached.
- 36.9 The bidder shall furnish an undertaking on its official letterhead to the effect that, in the event the department extend the contract for a further period of one year, the bidder agrees to such extension on the same terms and conditions, including the rates, as originally quoted in the bid.
- 36.10 Bidders bid proposals shall be considered disqualified for participation in the tender process if they are Debarred / Black Listed / any financial outstanding dues or payments payable to the Department of Higher Education, Bhopal, Madhya Pradesh. In case, then they are required to submit along with the bid proposal Undertaking to be provided that there is no any financial outstanding dues or payments payable to the Department of Higher Education, Bhopal as in Bidders letter head.

37 Evaluation Criteria

- 37.1 The Department shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Department shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be the lowest evaluated unit cost.
- 37.2 In determining bidder that offer of the Technically Responsive and the total Financially lowest evaluated cost to the Department shall be judged as Eligible for Contract Award.

Section 3: GENERAL CONDITIONS

This section should be read in conjunction with other sections of RFP. The words and expressions, which are defined in this Section of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of RFP, unless separately defined. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

- 38 The bidder shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the project implementation and the consequential claim or claims shall be borne by the bidder who shall indemnify the Department in respect of any such claim or claims. The Agency of the Proposed items shall be liable to buy insurance against public liability.

39 Proprietary Data

- 39.1 All documents, reports and other information provided by Department or submitted by the Bidder to Department shall remain or become the property of the Department. The Bidder, as the case may be, are to treat all information as strictly confidential. Department will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to Department in relation to the project shall be the property of Department.
- 39.2 The Bidder shall protect the intellectual property that they own or control (e.g., general professional experience, tools or third-party software) and that is reflected in deliverables. The Bidder shall specifically preserve the right to use the methodology or the material underlying it for other engagements, as long as Bidder do not use or disclose Department confidential or pre-existing proprietary information.

40 Roles & responsibilities

40.1 Department

Department agrees to observe, comply and perform the following:

- i. Department shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for the Agency within Department office and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project;

- ii. At the end of the Project Period, all rights given to the Agency shall be terminated automatically.
- iii. Department shall provide single window clearance, where Department has full control and jurisdiction, to the Agency for the purpose of this RFP document.

40.2 Agency

The Agency role, responsibilities and obligations relating to the Project are provided herein below:

- i. The bidder shall visit the department and may obtain necessary clarification, if any, regarding the same to his full satisfaction before project implementation.
- ii. The Agency will be responsible for all project implementation and maintenance/support work under this RFP document.
- iii. The Agency shall appoint one or more officers of suitable seniority in rank and tenure for the project to act as a Nodal officer & point of contact for Department within the Agency organization and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project. It is clarified that information of such officer(s) shall communicated in writing by the Agency to Department within 15 (fifteen) working days from the agreement date.
- iv. The Agency shall provide full assistance and cooperation at its own cost to Department to get all the necessary Applicable Clearances during the Term of this Agreement.
- v. The Agency hereby warrants, covenants and undertakes that at no time, during the term of the Agreement, or post the expiry / termination of this Agreement, for whatever reason, the Agency shall make or be entitled to make any claim to the trade name or the Brand and alike or any part of the name or names under which Department is carrying on the business nor shall the Agency use a part of the style of its business any name(s), the Brand or logo(s), designs, manuals, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to the Brand;
- vi. Nothing in this project will ever be construed as giving the Agency any right, title or interest in whatsoever in or to the Brand or giving the Agency or others permission to use the same or any colorable imitation thereof in any manner, except in accordance with and

during the subsistence of this Agreement or with the prior written approval of the Project Director, SPD. The Agency will not use the Brand, as part of its corporate or other formal business name, except as may result as a consequence of the Agency as per this Agreement. The Agency will not register or attempt to register the Brand in any state, nation or political subdivision thereof. The use by the Agency of the Brand outside the scope of this Agreement, without Department 's prior written consent, will be an infringement and/or passing off of Department 's right, title and interest in and to the Brand, and the Agency expressly covenants that during the term of this Agreement, and after the expiration or termination thereof, the Agency will not, directly or indirectly, commit an act of infringement or passing off or contest or aid in contesting the validity or ownership of the Brand, or take any other action in derogation thereof; and

- vii. The Agency shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the Project.
- viii. The Agency shall be responsible for damage caused to the public/property at the time of Implementation/ installation: Department shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The Agency shall be liable and responsible for any loss of life and / or physical harm/any other loss to the public or any other Agency including Government on account of negligence on the part of Agency in implementation period or warranty period.
- ix. All physical assets created under this RFP, will become the property of Department s at the end of Contract Period or at termination of the Contract, whichever is earlier, and the Agency will not have any legal right on these assets.
- x. At the end of the Project Period, the Agency has to hand over all physical assets belonging to Department in proper condition. In case of any deficiency noticed at the time of such handing over, the Agency has to get it rectified at his own cost within 3 days of such handing-over, otherwise, Department will get it rectified at the risk and cost of the Agency. Performance Security of Agency will be released only after successful handing over of the all physical assets in working condition to Department.

- xi. Any damage to other services arising due to installation or execution or repair or maintenance work by the Agency, shall have to be addressed by the Agency within 7 days and rectified maximum within 30 days. Beyond the specified tenure, Department may take disciplinary actions such as fine, termination, blacklisting or combination of all with forfeit of PBG.
- xii. If circumstances for delay is beyond the control of the bidder which is acknowledged by the Department then competent authority may have right to take necessary decision in the matter. Disciplinary actions is subjected to the jurisdiction of Commissioner Higher Education, GoMP.

41 Payment terms

- (a) Advance Payment: - Not Applicable.
- (b) 100 % of cost shall be paid Monthly basis on completion of actual Maintenance of Computers, Peripherals at the rate quoted in the BOQ subject to confirmation of satisfactory service of the bidder and submission of service report duly signed by officials.
- (c) Agency will be paid only for equipment of which AMC is been done and completion certificate is submitted by the respective employee of DHE. No additional charges will be paid if the same issue is reported on the same equipment within one month of the completed AMC service.
- (d) TDS at applicable rates will be deducted at source before releasing the payment.
- (e) The consumable items and replaced parts cost will be reimbursed on monthly basis after submission of the bills at the terms and condition mentioned in the Scope of Work.

42 Liquidated Damages (LD) for Delay

SPD will impose the LD for the delay in Completion of the activities.

- a. If a reported issue is not resolved within 4 hours of intimation to the agency, a penalty equivalent to the AMC cost for that specific unit, as per the BOQ, will be deducted.

- b. If more than three instances of such service resolution delays occur within a single month, the Department, at its sole discretion, reserves the right to terminate the contract.
- c. LD is subjected to maximum of 5% of the Contract Value.
- d. However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.

43 Time Extension-

Shall be given with the approvals of Executive committee/Competent Authority on case-to-case basis with / without imposing fine for Delay.

44 Decision Authority:

Commissioner, Higher Education is the decision Authority in all respects for the Pre-award and Post award

45 Department, authority to recover the cost in case of any default

- 45.1 If the Agency shall neglect or fail to do anything which he is required to do under the Provisions of the contract, the Department or any other authorized Person may serve a notice on the Agency asking him to do the things agreed upon as Aforesaid and on their neglect or failure to do as directed, cause the same to be done and recover the cost thereof from the Agency without prejudice to any other rights, the Department may have on account of such default.
- 45.2 the Agency has to handover the complete project as per the scope of work, Bill of Quantities. In case of any damage/loss/mishandling observed, expenditure occurred there upon to make it in good condition would be deducted from the performance Security Deposit.

46 Compliance to rules, regulations, instructions and statutory provisions

- 46.1 It will be the responsibility of the Agency to ensure the compliance of all the instructions/provisions issued time to time by Department or Colleges or any other department of the M.P. Govt., or any other authority are strictly adhered to. Any violation of any lawful provision will be treated, as a violation of the terms and conditions of contract and action will be taken against the Agency as per provision of the contract.

46.2 Agency responsibility for public liability and against all claims, act losses , Insurance etc

46.3 The Agency shall indemnify the Department against all claims, actions, demands, losses, charges, and cost of expenses, which the Department has to incur, or which may occur on account of infringement of any of these conditions by the Agency or on any other account whatsoever. The Agency shall obtain a public liability policy of insurance in respect of Department allotted to him.

47 INDEMNITY

47.1 Agency shall be required to indemnify the Department for the designated works under this RFP and activities against all actions, proceedings, claims, demands, costs, losses, damages and expenses, etc., which may be brought against, or made upon the Department which arise as a result of the Project.

47.2 The Agency shall always be responsible for any injury or damage caused or suffered by any person or property arising out of or related to the project and the consequential claim shall be borne by the Agency who will also indemnify and safeguard the Department in respect of any such claim or claims.

48 Termination of contract on breach

48.1 By department

The Department may, by not less than 30 (Thirty) days' written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- i. the Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clauses of this RFP here in above, within 30 (Thirty) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
- ii. the Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- iii. the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clauses of this RFP hereof;

- iv.** the Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the Bidder knows to be false;
- v.** any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading;
- vi.** as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 30 (Thirty) days; or
- vii.** the Department, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- xiii.** It is further agreed that the Agency shall not commit any breach of the terms and conditions of the agreement and in the unlikely event of any other breach, the Department shall give notice calling upon the Agency to rectify/remedy the breach, to satisfy the Department about there being no breach and satisfy the Department within a period of 30 days from the date of notice otherwise the Department shall be entitled to terminate the agreement without giving any further notice and in that event the Department shall be entitled to recover all its dues which can be adjusted from the dues of Agency if any found due to him.

48.2 By Agency

- i.** The Bidder may, by not less than 30 (Thirty) days' written notice to the Department, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:
- ii.** The Department fails to pay any money due to the Bidder pursuant to this Agreement and not subject to dispute pursuant to Clauses of this RFP hereof within 30 (Thirty) days after receiving written notice from the Bidder that such payment is overdue;
- iii.** the Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30(Thirty) days (or such longer period as the Bidder may have subsequently granted in writing) following the receipt by the Department of the Bidder's notice specifying such breach;
- iv.** as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 30 (Thirty) days; or

- v. the Department fails to comply with any final decision reached as a result of arbitration pursuant to Clauses of this RFP hereof.

48.3 Upon termination of this Contract, the Department shall make the following payments to the Bidder / Contractor:

- (a) payment for Supplied Goods / Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to 48.1 Clause VI & VII of 48, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract

49 Acceptance / rejection of tender.

The Commissioner, Higher Education reserves the right to accept or reject any tender without assigning any reason(s).

50 Jurisdiction of court

The courts located in Bhopal (M.P) only shall have Jurisdiction to try and decide the matter / dispute between the parties.

51 Entire agreement

51.1 The Agency will have to enter into an agreement with the Department for the proper fulfilment of the contract on lines similar to terms of the tender or as modified or added by Department. Such tenderer shall have to furnish non-judicial stamp paper Rs.500/- issued by within ten days from the date of issue of offer letter.

51.2 An Contract Agreement shall be executed only on furnishing the Performance Security as per clause of Performance Security.

51.3 All documents submit by Agency at the time of Tender will be the part of Contract Agreement.

51.4 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Bidder arising out of

the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

- 51.5 Without prejudice to the generality of the provisions of above Clause, on matters not covered by this Agreement, the provisions of RFP shall apply.

52 Force majeure

52.1 DEFINITION

For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- 52.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- 52.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

52.4 No breach of agreement under Force majeure

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

52.5 Measures to be taken

- i. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing

evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- iii. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

52.6 Extension of time due to Force Majeure

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

52.7 PAYMENTS due to Force Majeure

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

52.8 CONSULTATION

Not later than 30 (thirty) days after the Bidder has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

53 DISPUTES

- a. If any dispute or difference or claims of any kind arises between the Parties in connection with implementation/ execution, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the development of project on turnkey basis , or the rights, duties or liabilities of any Party under the Contract Agreement, whether before or after the termination of the Contract Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage.
- b. The Project Director, SPD shall chair the Dispute Settlement Committee. The authorized representative of the Agency will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Additional Chief Secretary, Higher

Education, Government of Madhya Pradesh ,whose decision in this regard shall be final and binding on both the Parties.

- c. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the Agency of its liability to continue make the payment as stipulated in the Contract Agreement.

Section 4: Bidding Forms

A. Letter of Bid – Technical Part

(To be submitted by **Bidder or Consortium (Lead member and other member) member** on Company letter head)

Date of this Bid submission: *[insert date (as day, month, and year) of Bid submission]*

RFP No.: *[insert number of Bidding process]*

Request for Proposal details : *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To:

State Project Directorate (RUSA)
Higher Education Department, Madhya Pradesh
Wing Kha, Ground Floor, Satpura Bhawan
Bhopal (MP), India
E-mail: spdmpwb@gmail.com

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:
the Technical Part, and
the Financial Part

In submitting our Bid, we make the following declarations:

- No reservations: We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders
- Eligibility: We meet the eligibility requirements in submitting the bid proposal
- Bid/Proposal-Securing Declaration: We have not been suspended nor declared ineligible by the Department based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Department 's country.
- Conformity: We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the RFP .
- Bid Validity Period: Our Bid shall be valid for the period specified in RFP (as amended, if applicable) from the date fixed for the Bid submission deadline specified and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- Performance Security: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document.

- One Bid per Bidder: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) or as a sub-Agency, and meet the requirements;
- Suspension and Debarment: We, along with any of our sub Agency, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any of Sate Govt. /Central Govt. / Public sector undertakings.
- State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution].
- Binding Contract: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid, or any other Bid that you may receive; and
- Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption

Name of the Bidder: *[*insert complete name of Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [insert date of signing] day of [*insert month*], [*insert year*]

****:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

B. Bidder or Consortium (Lead member and other member) member Information Form

[The Bidder or Consortium (Lead member and other member) member shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of Bid submission]*

RF P No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder or Consortium (Lead member and other member) member Name <i>[insert legal name]</i>
2. Bidder or Consortium (Lead member and other member) member registration: <i>[insert actual of registration]</i>
3. Bidder or Consortium (Lead member and other member) member year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder or Consortium (Lead member and other member) member Address in registration: <i>[insert Bidder's legal address of registration]</i>
<p>5. Bidder or Consortium (Lead member and other member) member Authorized Representative Information</p> <p>Name: <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Mobile/Fax numbers: <i>[insert Authorized Representative's telephone/Mobile / fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>
<p>6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above,</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Department
7. Included are the organizational chart, a list of Board of Directors,

C. Price schedule Forms

The Bidder shall fill in Price Schedule forms in accordance with the e portal BOQ format and submit online. Prices quoted shall be inclusive of Taxes, duties , including GST, and on door delivery basis at the Consignee locations provided at Section 7

Indicative financial proposal Format is attached for information to bidders at Section 9. (Financial shall be uploaded online on mptender.gov.in)

D. Form of Bid Security

E-portal online payment

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead]

Beneficiary: *[Department to insert its name and address]*

RFP No.: *[Department to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, \ (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFP").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Name:

Designation:

Employee ID No:

Bank E mail id:

Employee e mail ID

Phone No:

Bank IFSC code:

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

F. AFFIDAVIT FOR NO BANNING / BLACKLISTING / DELISTING
(TO BE EXECUTED ON COMPANY LETTER HEAD)

Name of the **Bidder** –

Tender No. –

Tender Issuing Authority of SPD, DHE, Madhya Pradesh

1. It is to declare that on the date of bid submission i.e. (indicate date)

We

(Name of the Bidder/Company) are not banned/blacklisted/delisted by any of the Central/State Departments/PSUs/ Government of Madhya Pradesh for any reason and

nothing have been concealed in this regard.

2. I/We hereby further declare that none of my/our sister-concern/group/partnership

concerns/associate concerns are participating in this tender.

Place:

Date:

Yours faithfully,

Signature of the **Bidder** with seal

(This form shall be duly filled-up and signed by the bidder and to be uploaded on e- tender website & the physical copy of the same is to be submitted after opening of the tender.)

G. FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY

(To be executed on the **Bidder** Letter Head)

I/We(Insert Name and Address of **Bidder**) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) -----(Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Department of Higher Education, Government of Madhya Pradesh , for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

1. If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
2. If during the presentation/demonstration mentioned in the RFP bidder failed to present the services to buyer as per bid specifications.
3. If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

H. No Deviations from Terms and Conditions of Bid Document

(To be furnished on Company letterhead of the **Bidder**)

To:
[Client Name]
[Address]

Dear Sirs,

With reference to above, this is to confirm that, I/We(Insert Name and Address of Bidder) am/are submitting this undertaking of No Deviations from Terms and Conditions of Bid Document for the Tender(Insert Title of the Tender) -----(Tender No.....). We have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT.

We hereby confirm our unconditional acceptance to all terms & conditions, compliance to technical specification. In the event of observance of any deviation in any part of our offer later whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Seal and Signature of the **Bidder**

Date: _____ Name _____ and _____ Designation: _____

Place: _____ Address and Contact: _____

SCHEDULE OF REQUIREMENT

1. Scope of Work

- a) The scope of work covers maintenance of Hardware (such as, Computers, Laptops, Printers, Scanners, UPS etc. of Different make & model) and various Software installed in the equipment at Wing “Khaa” Ground Floor, 3rd Floor and 5th floor of Higher Education of Satpura Bhavan , 2nd floor of Vallabh Bhavan, Higher Education Department, Department of Higher Education, Bhopal.
- b) To replace old & defective parts with new & genuine parts, whenever required in the items/equipment covered under AMC (Bidder to note payments for replacement of parts will be done separately and is not part of BOQ).
- c) The list of items/equipment for which AMC is to be given may be modified at the time of awarding the contract.
- d) Providing antivirus software as per the requirement in all the items/equipment for which AMC to be given.

2. Deployment of Engineer and task to be performed by Agency/ Service Engineer

- a) The agency will provide Computer Engineer from 10.00 AM to 6.00 PM on all working days and also on Saturdays, Sundays and Holidays when required. Department has a right to ask for deployment of engineer wherever required.
- b) The engineer should have the minimum qualification – Graduate/Diploma with an experience of not less than four years in Computer Hardware as well as Software maintenance.
- c) The service engineer provided by the agency shall not be changed frequently. However, if found incompetent by Department, the service engineer shall be suitably substituted by another engineer.
- d) The engineer should be equipped with mobile phone to ensure availability.
- e) The agency shall ensure providing the character and antecedents of engineers duly verified from police authorities before their deployment. Their full particulars should also be furnished to Department for the purpose of entry passes.
- f) The payment to be made by agency to service engineer shall not be less than the minimum wages as prescribed by the Union/State Govt. of Madhya Pradesh.
- g) The service engineer would attend any reported fault **within two (2) hour**. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment needs to be taken to the agency workshop, the agency would provide a stand-by for the same. Also sufficient quantity of the spares of all types should be maintained by the agency. The agency will also provide maintenance and repair services on holidays in case of emergency.

- h) The equipment to be taken out to the workshop for repairs will be done with proper permission of the competent authority, and would be at the agency own risk and expenses.
- i) The agency shall be responsible for taking back up of data and programme available in PC/ Laptop before attending to the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the Department, under acknowledgement from the Department. In case data is lost, the agency shall be responsible for recovering the same at their own cost.
- j) All liabilities arising out of any fault/replacement of any part to the attended AMC of the computer peripherals, will be borne by the agency. Any damage or loss caused to the computer/s, Laptop/s, Switches, Printer/s, Scanner/s etc. or their parts due to negligence, mishandling by service engineer of agency shall be made good by the agency either by payment in cash at the prevailing market price of that items or by a new one (from OEM) of the same make and specifications. The contract will be initially valid for a period of one years and further extension is subject to the satisfactory performance. It will at the discretion of the Department to extend the term of the agreement on the same terms and conditions for a further period upto one year, if necessary. During the Contract period, if the services provided by agency is not satisfactory Department having right to cancel the contract without any prejudice.
- k) The scope of work should also cover the system checking for operating system, software installation as per the Department requirement provided by Department, installation of patches, pre-emptive actions against spread of virus, detection/removal of virus, configuration of applications (client/server).
- l) The rates quoted will remain in force for the full period of the contract. No revision of rate on any account shall be entertained during the contract period.
- m) The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/assemblies/components, will be withdrawn from the maintenance contract. The decision of the Head of Department regarding non-availability and obsolescence of Technology and withdrawal of these items from the main contract will be final. Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted accordingly.
- n) At the end of the AMC - contract period, Agency shall certify that all the complaints are resolved no fault or complaints are pending.
- o) At the time of expiry of contract all the equipment's under maintenance shall be handed over in working condition so that handing over takes place in a smoother manner. In this connection, any equipment which is noted as in non-working condition till the last hour of the AMC contract period should be rectified by the agency.
- p) Service engineer of the agency will maintain the confidentiality of data stored on the computer systems. The agency will be required to take appropriate actions

against his engineer to ensure that the obligations of non-use & nondisclosure of confidential information is complied with strictly.

- q) In case of shifting of office from existing premise to another, shifting responsibility lies with the Department. However, the un-installation/installation/Reinstallation of equipment's/hardware/Software under AMC will be done by agency in old and new premises respectively, at an extra cost to Department. The Department shall ask for quotation from the agency as and when required by the Department.
- r) The agency shall maintain at Department, a written maintenance and repair log; and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the equipment to get here with a description of the malfunction or the cause for work, by description of the malfunction. Department shall use the same log for recording the nature of faults and failures observed in the Equipment, the date and time of their occurrence and the date and time of their communication to the agency. And for payment purpose.

3. Replacement of old & defective parts with new & genuine parts

- a) AMC includes replacements of any defective electronics, plastic items, knobs, movable / rotational parts necessary for normal operation of the original equipment.
- b) In case the requisite parts are not available, the same should be replaced with the parts of higher level compatible with the system.
- c) The parts to be replaced for any equipment under AMC need to be done after approval of the department/ competent authority.
- d) At the time of approval agency service engineer to submit to the competent authority the quotation for the replacement item along with the OEM make and model. And after the approval is granted by the department/authority the agency service engineer to replace the parts and submit the bills to the Department.
- e) Bidder to note that the payments for replaced parts shall be made separately on monthly basis after submission of the bills. The cost of replacement of defective parts with new parts is not part of BOQ.
- f) Any worn out or defective parts withdrawn from the Equipment and replaced by the agency shall become the property of the Department.

4. Tentative list of ICT Equipment installed commissioned at the Department is as follows:

S.NO	Items/Equipment's	Number of Items
------	-------------------	-----------------

SPD-RFP-AMC for Desktop/Laptop/Printer

1	Desktop	181
2	Laptop	17
3	Printer/Scanner – Monochrome printer	146
4	Printer - Colour	10
5	UPS	100

****** the list of equipment may vary at the time of contract award and the amount will be paid on the actual work done.***

Section 6: Contract Forms

Letter of Acceptance

Sub: Selection of agency for Maintenance Of Computer Hardware, Including Various Types Of Printers, Scanners & Other Peripherals at DHE Office.

Letter of Award

[letterhead paper of the Department]

State Project Directorate (RUSA)

Higher Education Department

Wing Khaa, Ground Floor, Satpura Bhavan, Bhopal-462004 (MP), India

E-mail : spdmpwb@gmail.com

letter no. /SPD/RUSA/RFP/2023

Bhopal , date :

To.

Agency name

Sub: Letter of Award -Procurement of setting up of (Procurement details to be filled by Department) or on turnkey basis-regarding

Ref: 1. SPD Tender ref No: and mp tender ref No: with Bid Submission date as

2. Your Bid submission through mp tender.gov.in

This is to notify you that your bid as referred above for execution of the “ Supply, Installation, Testing and Commissioning of (**Procurement details to be filled by Department**) , “ for the accepted contract amount, in accordance with the Instructions to bidders is hereby accepted by us is as follows.

Procurement details	No of Colleges	Unit value per college including all Taxes, duties and GST IN Rs	Total value for (no. to be completed by Department) colleges including all Taxes, duties and GST IN Rs
Supply, Installation ,Testing and Commissioning of (Procurement details to be filled by Department)			
Rupees			

1. This letter of acceptance is in accordance with the General Conditions of Contract (GCC), Special Terms and conditions as available in the Request for Bid document.
2. Contract Period: 12 months from the date of Contract Signing or issue of the Notice to proceed letter whichever ever later.
3. SPD will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, as per following:
4. SPD will impose the LD for the delay in Completion of the activities-
 - a. If a reported issue is not resolved within 4 hours of intimation to the agency, a penalty equivalent to the AMC cost for that specific unit, as per the BOQ, will be deducted.
 - b. If more than three instances of such service resolution delays occur within a single month, the Department, at its sole discretion, reserves the right to terminate the contract.
 - c. LD is subjected to maximum of 5% of the Contract Value.
 - d. However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.

Please acknowledge the receipt of the Letter of Acceptance (LoA) along with the price schedule duly signed, stamped as Unconditional Acceptance of the LoA

With regards

**Commissioner and Project Director
Higher Education Department**

1. Format for Contract Agreement , Performance Security- Bank Guarantee
2. Price Schedule

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

*THIS AGREEMENT made the [insert: **number**] day of [insert: **month**], [insert: **year**].*

BETWEEN

- (1) [insert complete name of Department], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Department }, and having its principal place of business at [insert address of Department] (hereinafter called “the Department”), of the one part, and*
- (2) [insert name of Supplier], a corporation incorporated under the laws of and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”), of the other part :*

WHEREAS the Department invited Bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Department and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.*
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.*
 - 3. the Letter of Acceptance*
 - 4. Letter of Bid - Technical Part*
 - 5. Letter of Bid - Financial Part*
 - 6. the Addenda Nos. _____ (if any)*
 - 7. Special Conditions of Contract*
 - 8. General Conditions of Contract*
 - 9. the Specification (including Schedule of Requirements and Technical Specifications)*
 - 10. the completed Schedules (including Price Schedules)*

11.any other document listed in GCC as forming part of the Contract

3. *In consideration of the payments to be made by the Department to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Department to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.*
 4. *The Department hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*
5. Contract Period: 12 months from the date of Contract Signing or issue of the Notice to proceed letter which ever later

Contract Price is for Selection of agency for Developing, Commissioning, Operating & Maintaining College Management and Student Management Software and deployment of Manpower Resources at DHE Office is as follows:

<i>Procurement details</i>	<i>Unit value for Development including all Taxes, duties and GST IN Rs</i>	<i>Unit value for comprehensive Maintenance and support including all Taxes, duties and GST IN Rs</i>	<i>Total value for development and Maintenance including all Taxes, duties and GST IN Rs</i>
Selection of agency for Maintenance Of Computer Hardware, Including Various Types Of Printers, Scanners & Other Peripherals at DHE Office. Resources at DHE Office			

6. *Period of Completion is 12 months from the date contract Signing.*
 7. *SPD will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, as per following:*
8. SPD will impose the LD for the delay in Completion of the activities-
 - a. If a reported issue is not resolved within 4 hours of intimation to the agency, a penalty equivalent to the AMC cost for that specific unit, as per the BOQ, will be deducted.

- b. If more than three instances of such service resolution delays occur within a single month, the Department, at its sole discretion, reserves the right to terminate the contract.
- c. LD is subjected to maximum of 5% of the Contract Value.
- d. However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Government of Madhya Pradesh on the day, month and year indicated above.

For and on behalf of the Department:

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier:

Signed: [insert signature of authorized representative(s) of the Supplier]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

Performance Security / Operational Security

Bank Guarantee

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

[Guarantor letterhead , IFSC code]

Beneficiary: *[insert name and Address of Department]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ [insert name of Supplier] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of _ [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (_____) [insert amount in words],¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Name of the Signatory

Designation

SPD-RFP-AMC for Desktop/Laptop/Printer

Employee No:

IFSC Code

Contact No :

Address of the bank

E-Mail

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Section 7.**Price Schedule : Indicative financial proposal Format is for information to bidders**

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Tentative Quantity	Units	BASIC UNIT RATE In Figures INCLUDING TAXES/Duties/GST To be entered by the Bidder Rs. P	TOTAL AMOUNT INCLUDING TAXES/Duties/GST	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Maintenance Of Computer Hardware, Including Various Types Of Printers, Scanners & Other					
1.01	One-time maintenance charge per desktop	181	Nos		0.00	INR Zero Only
1.02	One-time maintenance charge per Laptop	17	Nos		0.00	INR Zero Only
1.03	One-time maintenance charge per Black and White Printer	146	Nos		0.00	INR Zero Only
1.04	One-time maintenance charge per Colour Printer	10	Nos		0.00	INR Zero Only
1.05	One-time maintenance charge per UPS	100	Nos		0.00	INR Zero Only
1.06	Toner refilling per Multifunction Laser printer Mono (Black and White)	730	Nos		0.00	INR Zero Only
1.07	Ink refilling per colour per printer for ink jet printer (colour)	50	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only