

REQUEST FOR PROPOSAL

Tender Enquiry No.: 08/Tender/NSCGMC/2022

Nandkumar Singh Chouhan Government Medical College Khandwa

Selection of Agency for Setting up of Smart Class in
Government Medical College

Issued on: 12.01.2022

Issued by:


Dean and CEO

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DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the Dean of Government Medical College, (hereinafter referred to as “DEAN”) to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. DEAN does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DEAN to consider needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DEAN in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own assessment and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. DEAN will not have any liability to any prospective Bidder/ Firm/ or any other person under any laws (including without limitation the law of contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DEAN or their employees, any agency or otherwise arising in any way from the selection process for the Assignment. DEAN will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
4. DEAN will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DEAN is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and DEAN reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DEAN also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Proposal.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DEAN accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

DEAN reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the Madhya Pradesh Government e Procurement System website: <https://mptenders.gov.in>

ABBREVIATIONS & DEFINITIONS

Agency	The selected Bidder with whom the Contract is signed after completion of all requirements in terms of the RFP document.
Authorized Signatory	The Agency's representative/ officer vested explicitly, by means of a Power of Attorney as per this RFP with the powers to commit the authorizing organization to a binding agreement. In case of a corporate body, such power of attorney has to be supported by a board resolution duly certified by the Company Secretary/ Director of such corporate body. Also called Signing Officer having the Power of Attorney (PoA) from the competent authority of the respective firm.
Authority	Department Medical Education, Madhya Pradesh
Bidder	Single entity / Joint venture or a Consortium of maximum 3 entities participating in the bidding process
Contract/ Procurement	The contract to be entered between the DEAN and the selected Bidder for undertaking the Project.
Day	A calendar day as per GoMP
Department	Department of Medical Education
DEAN	Dean of Government Medical College
EMD	An Earnest Money Deposit provided to the DEAN by a Proposer for securing the fulfilment of any obligation in terms of the provisions of the RFP documents.
SP	Services Provider
GoMP/State	Government of Madhya Pradesh
INR /Rs.	Indian Rupee
IT	Information Technology
KPI	Key performance Indicators
MIS	Management Information System
NOC	Network Operating Centre
PDD	Project Due Date
Proposal/Bid	A formal offer made in pursuance of an invitation by DEAN and includes proposal or quotation in response to this RFP
Proposer/ Bidder	Any firm/ company/ contractor/ Service provider/ agency/ participating in the procurement/ RFP process
RFP document	Documents issued by the DEAN in relation to this RFP process, including any amendments thereto, that set out the terms and conditions of the given procurement
SLA	Service Level Agreement
Selected Bidder	Bidder who will be declared successful after completion of the entire process of evaluation as defined under this RFP

Selection Process or Tender Process	The process of procurement extending from the issue of invitation to proposals till the award of the Contract or cancellation of the Selection/Tender Process, as the case may be.
WO	Work Order

Section 1. Notice for Request for Proposals

“Request for Proposal for Setting up of Smart Class in Nandkumar Singh Chouhan Government Medical College, Khandwa”

Nandkumar Singh Chouhan Government Medical College, intends to set up Smart Classrooms with interconnectivity with Operation Theatre. Proposals are invited from Service Providers who could supply, install & commission the Smart class by supplying all required hardware & Software as stated in this RFP. All the supplies made under this RFP should be backed up with Comprehensive warranty of minimum 5 years.

The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this RFP document as uploaded on the Madhya Pradesh Government eProcurement System website <https://mptenders.gov.in> and <http://www.gmckhandwa.org>

Interested bidders are requested to submit their technical and financial proposals in response to the RFP online on the Madhya Pradesh Government eProcurement System website: <https://mptenders.gov.in>.


Sl. No	Description	Date & Time
1	Publish Date	11.02.2022 At 10 Am
2	Document Download/Sale Start Date	11.02.2022 At 10 Am
3	Pre-Bid Meeting Address	14.02.2022 At 12 Pm (NSCGMC Khandwa)
4	Bid Submission Start Date	12.02.2022 At 10 Am
5	Bid Submission End Date	02.03.2022 Till 6 PM
6	Bid Opening Date	04.03.2022 At 11 Am
7	Bid Validity (Days)	180 Days
8	Period of Work (months)	5 years
9	Location	Madhya Pradesh
10	Pin code	480001
11	Bid Opening Place	Nandkumar Singh Chouhan Government Medical College Khandwa
12	Product Category	Software & Services
13	Nature of Work	Setting up Smart Classroom
14	Proposals Invited By	DEAN AND CEO, NSCGMC KHANDWA
15	Date of Technical Presentations	Will be communicated to the bidders after Pre-Qualification evaluation
16	Date of Opening Financial Proposal	Will be communicated to the shortlisted bidders after Technical Proposal evaluation
17	Mode of Submission of Proposal	Online on https://mptenders.gov.in
18	Website for Downloading RFP Document, Corrigendum/ Addendum and any other RFP related Information	https://mptenders.gov.in ; http://www.gmckhandwa.org
19	Cost of RFP Document	Free
		However tender portal charges if any to be paid

20	Earnest Money Deposit	Rs. 2,00,000/- (Two Lakhs only)
21	Performance Security	5 % (Five Percent) of the annual Financial Proposal
22	Method of Selection	Least Cost Based Selection

Note-

- Amendments/ Corrigendum to the RFP, if any, would be published on website only, and not in newspaper.
- DEAN reserves all the rights to cancel the tender process and reject any or all the proposals at any point of time.
- No contractual obligation whatsoever shall arise from the RFP document/process unless and until a formal contract is signed and executed between DEAN and the Selected Bidder.
- DEAN disclaims any factual or other errors in the RFP document (the onus is purely on each Proposer(s) to verify such information) and the information provided therein are intended only to help the Proposer(s) to prepare a proposal in accordance with the terms and conditions as set out in this RFP document/process

Issuing Authority


DEAN & CEO
Nandkumar Singh Chouhan
Nandkumar Singh Chouhan
Government Medical College,
KHANDWA (M.P.)
Government Medical College,
Luv kush Nagar Mundi Road
Khandwa Madhya Pradesh 450001

1.1 Intention

DEAN intends to provide world class education to its Medical Students by giving them Live access to Operation Theatre and cross learning platform. With an intention increase reach of students to the best faculties of the State and most complicated surgeries in the State, DEAN is looking forward to establish Smart classrooms at its Medical College.

1.2 Documents for Submission

S. No.	Documents to be Submitted
1	Documents as mentioned for pre-qualification, technical qualification and any other supporting document as requested in the RFP and as deemed suitable by the
2	ANNEXURE 1 : COVER LETTER
3	ANNEXURE 2 : AVERAGE ANNUAL TURNOVER OF BIDDER
4	ANNEXURE 3 : FORMAT FOR TECHNICAL PROPOSAL
5	ANNEXURE 4 : SELF-DECLARATION
6	ANNEXURE 5 : BLACKLISTING AND PENDING SUIT
7	ANNEXURE 6 : FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
8	ANNEXURE 7 :FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
9	ANNEXURE 8 : FINANCIAL PROPOSAL SUBMISSION FORMAT
10	ANNEXURE-9 : NON-MALICIOUS CODE CERTIFICATE
11	ANNEXURE-10 : PATENT RIGHTS/COPYRIGHTS CONFIRMATION

Please Note:

- I. All documents shall be submitted in complete and in the form prescribed under this RFP.
- II. DEAN, at its sole discretion, may cancel any submission of Bid if it appears that a Bid does not include the required documents/ includes incomplete/ incomprehensible/ wrong documents.
- III. The aforesaid list is inclusive and not exhaustive. The Bidder shall submit other relevant documents required in the RFP or requested by DEAN from time to time.

Section 2. Instructions to Bidders

2.1 Introduction

- a) DEAN will select an Agency in accordance with the method of selection specified in the RFP. The selection of Agency shall be on the basis of an evaluation by DEAN through the selection process specified in this RFP (the “**Selection Process**”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DEAN 's decisions are final without any right of appeal whatsoever.
- b) The Bidders are invited to submit Technical and Financial Proposals (collectively called as “**the Proposal/Bid**”), as specified in the Schedule of RFP, for the services required for the Assignment. The Proposal will form the basis for grant of Work Order/Contract to the selected Agency. The Agency shall carry out the assignment in accordance with the Scope of Work of RFP (the “**SOW**”).
- c) The Bidder shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- d) Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DEAN or any other costs incurred in connection with or relating to its Proposal. The DEAN is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to execution of the Contract, without thereby incurring any liability to the Bidders.
- e) DEAN requires that the Bidder hold DEAN's interests" paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DEAN and the Project.
- f) **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by Commissioner Medical Education, GoMP, whose decision shall be final.
- g) **Number of Proposals:** No Bidder shall submit more than one Technical Proposal and Financial Proposal.
- h) **Right to reject any or all Proposals:**
 - (i) Notwithstanding anything contained in this RFP, the DEAN reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

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- (ii) Without prejudice to the generality of above, the DEAN reserves the right to reject any Proposal if:
- at any time, a material misrepresentation is made or discovered, or
 - The Bidder does not provide, within the time specified by the DEAN , the supplemental information sought by the DEAN for evaluation of the Proposal.
- (iii) Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranked bidder does not enter into contract with the DEAN / gets disqualified/ rejected, then the DEAN reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the DEAN , including annulment of the Selection Process. DEAN may award the contract to the next higher ranked bidder at its quoted rate.
- i) Acknowledgement by Bidder,
- i. It shall be deemed that by submitting the Proposal, the Bidder has:
 - made a complete and careful examination of the RFP;
 - received all relevant information requested from the DEAN ;
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the DEAN ;
 - satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Proposal and performance of all its obligations there under;
 - acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertaking provided by it under and in terms hereof.
 - ii. The DEAN and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the DEAN and/ or its consultant.
- j) DEAN shall adopt the Least Cost Based Selection (L1) methodology for selection of the bidder post qualification of the bidders based on the Eligibility Criteria and subsequent financial proposals submitted.
- k) The contract agreement shall be signed with the bidder who Quotes minimum lumpsum rates for setting the smart class at each Medical College (i.e the L1 Bidder) with DEAN , subject to all conditions laid down in the tender document and the bidder fulfilling the eligibility criteria.

2.2 Pre Bid meeting

- a. Pre-Bid Meeting of the Bidders will be convened as per the details set out in the MP tender portal, DEAN website and Datasheet in the RFP regarding the designated date, time and venue of the meeting. Bidders willing to attend the pre-bid should inform DEAN beforehand in writing and email. The maximum number of participants from a Bidder, who chose to attend the Pre-Bid Meeting, shall not be more than two per Bidder. The representatives attending the Pre-Bid Meeting shall accompany with a letter or email, duly signed by the authorized signatory of his/ her organization.
- b. During Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the DEAN . The DEAN will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process. The clarification shall be posted on the official website of MP tender portal and DEAN website.

2.3 Clarification and amendment of RFP documents

- a. Bidders may seek clarification on this RFP document within the stipulated date as set out in the RFP document.
- b. Any request for clarification must be sent by standard electronic means (PDF and word file) to the DEAN 's email address: <http://www.medicaleducation.mp.gov.in/>
- c. The DEAN will post the reply to all such queries on its official <http://www.gmckhandwa.org> and <https://mptenders.gov.in>
- d. At any time before the submission of Proposals, the DEAN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the DEAN 's official website.
- e. To afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the DEAN may at its discretion extend the Proposal Due Date(PDD).

2.4 Tender Fee

- a. The RFP document is available online free of cost to registered users, apart from gateway and service charges, by each Bidder for their bids to be accepted.
- b. This amount shall only be paid online. Online payment details are available on this website: <https://mptenders.gov.in>

2.5 Earnest Money Deposit

- a. An Earnest Money Deposit shall be paid online for the sum of Rs 2,00,000/- (Rupees Two Lakhs Only) shall be required to be submitted by each Bidder.
- b. DEAN will not be liable to pay any interest on Earnest Money Deposit. Earnest Money Deposit of Pre- Qualified but unselected bidders shall be returned, without any interest,

within one month after grant of the work order or execution of the Contract to the selected Bidder (whichever is later) or when the selection process is cancelled by DEAN. The selected Bidder's Earnest Money Deposit shall be returned, without any interest upon the Bidder accepting the work order or executing the Contract (whichever is later) and furnishing the Performance Security in accordance with provision of the RFP and work order.

- c. DEAN will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to DEAN in regard to the RFP without prejudice to DEAN's any other right or remedy under the following conditions:
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of work order)
 - ii. If any Bidder withdraws its Proposal during the period of its validity (180 days) as specified in this RFP and as extended by the Bidder from time to time,
 - iii. In the case of the selected Bidder, if the selected Bidder fails to accept the work order or execute the Contract within the specified time limit, or
 - iv. If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to DEAN.
- d. Any entity which has been debarred/blacklisted by the Central Government, any State Government, a statutory authority or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- e. A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.6 Preparation of Proposal

General Considerations	<p>a. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The DEAN will evaluate only those Proposals that are received in the specified forms and complete in all respects.</p> <p>b. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP document.</p> <p>c. The Technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the Technical Proposal.</p> <p>d. Failure to comply with the requirements spelt out above shall lead to DEAN being entitled to reject the Proposal. However, if any information related to Financial Proposal is included in the Technical</p>
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	Proposal the Bidder shall be disqualified and his proposal will not be considered
<i>Authorized Representative</i>	<p>The Proposals must be digitally signed by the Authorized Representative (the “Authorized Representative”) as detailed below:</p> <ol style="list-style-type: none"> a. by a partner, in case of a partnership firm and/or a limited liability partnership; or b. by a duly authorized person, in case of a Limited Company or a corporation; c. by the Lead bidder in case of consortium.
<i>Proposal Due Date</i>	<p>Bidders should note the Proposal Due Date, as specified in Schedule of RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the DEAN , and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in Schedule of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the DEAN reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.</p>
<i>Extension of Period of Bid Validity</i>	<p>In exceptional circumstances, DEAN may request the Bidder(s) for an extension of the period of bid validity. The request and the responses there to shall be made in writing. The bidder shall be at liberty to refuse the request. In such a circumstance, it will be construed that the bidder has withdrawn his bid and will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of his bid documents submitted.</p>
<i>Proposal</i>	<p>While preparing the Financial Proposal, Bidders are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a Proposal inclusive of all the costs associated with the Assignment (excluding GST). While submitting the Financial Proposal, the Bidder shall ensure the following:</p> <ol style="list-style-type: none"> (i) The Bidder shall submit the Technical and Financial Proposal as per the instruction provided in this RFP document. (ii) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. The Financial Proposal shall only be submitted in soft copy through e- procurement portal https://mptenders.gov.in as prescribed in this RFP. Any proposal with financial details may be rejected by the DEAN .

	<p>(iii) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, office supplies including stationary material, printing of documents, secondary and primary data collection, cost for assessment, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p> <p>(iv) The Financial Proposal shall take into account all the expenses and liabilities specified in the work order/Contract (as the case may be), applicable under the prevailing law. Further, all payments shall be subjected to deduction of applicable taxes at source as per applicable laws.</p>
<i>Financial Proposal</i>	<p>The Proposal should be submitted online as per the standard Financial Proposal submission forms prescribed in this RFP (Annexure-8). The Financial Proposal needs to be filled in completeness based on Financial Submission Sheet on the e-portal itself:</p> <ol style="list-style-type: none"> i. The Bidder shall quote price in the prescribed format, as per the RFP document. ii. The rate, and GST wherever applicable would be paid extra. iii. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. iv. The Price bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. v. If there is a change in the applicable taxes, prevailing taxes shall apply. vi. Bidders shall express the price of their services in Indian Rupees only.
<i>Rectification of Errors</i>	<p>Arithmetical errors in the Financial Bid will be rectified on the following basis:</p> <ol style="list-style-type: none"> i. Items described in the Technical Proposal but not priced in the Financial Bid, shall be assumed to be included in the prices of other activities or items, and no corrections shall be made to the proposal.

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| | <ul style="list-style-type: none"> ii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations. iii. If there is a discrepancy between words and figures, the amount in words shall prevail. If there is any discrepancy in the sum total, the corrected sum total will be considered. Any other arithmetical error will stand corrected for evaluation. iv. If the bidder does not accept the correction of errors, the bid will be rejected, and the bid security may be forfeited. |
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2.7 Submission, receipt and opening of proposals

- a. The Proposal shall be submitted through e-procurement portal <https://mptenders.gov.in>. The procedure for filing of e-tender is provided on the portal.
- b. The Authorized Representative of the Bidder should authenticate EMD details, Pre-qualification, Technical and Financial proposal.
- c. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent Authority of the organization ([Annexure 7](#))
- d. No Proposal shall be accepted after the Proposal Due Date and Time.
- e. After the deadline for submission of Proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed Minimum Qualification Criteria.
 - f. After the Proposal submission until the execution of the Contract, if any Bidder wishes to contact the DEAN on any matter related to its Proposal, it should do so in writing at the issuing authority (DEAN) official address: Dean and CEO, Nandkumar Singh Chouhan Government Medical College , Khandwa (M.P.) Email: deangmckhandwa@gmail.com. Any effort by a Bidder (including the Selected Bidder) to influence the DEAN during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the Bidder's Proposal.

2.8 Proposal Evaluation

- a. As part of the evaluation, the Minimum Qualification Proposal submitted by the bidder shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. Subsequently, the Financial Proposals, for Bidders who meet the Minimum Qualification Criteria ("Shortlisted Bidder"), shall be evaluated for Least Cost Criteria.
- b. Prior to evaluation of Proposals, the DEAN will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below.

The DEAN may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

- i. To the satisfaction of DEAN , the Bidders meet the minimum qualifications prescribed before evaluating Technical and Financial Proposals.
- ii. The Technical Proposal submitted by the Bidder is:
 - a. received in the form specified in this RFP;
 - b. received by the Proposed Due Date including any extension thereof in terms hereof;
 - c. does not contain any condition or qualification; and
 - d. it is not non-responsive in terms hereof.
- iii. That the Financial Proposal submitted by the Bidder is:
 - a. submitted online only. No hard copy shall be submitted to the DEAN . In case a Bidder submits the Financial Proposal in hard copy, the Proposal shall be summarily rejected.
 - b. The Financial Proposal is received in the form specified in this RFP;
 - c. it is received by the Proposed Due Date including any extension thereof in terms here of;
 - d. it does not contain any condition or qualification; and It is not non-responsive in terms here of.

The DEAN reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the DEAN in respect of such Proposals. However, DEAN reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. The DEAN will subsequently examine and evaluate Proposals in accordance with the Selection Process.

SECTION 3 : SELECTION OF AGENCY

3.1 Qualification Criteria

The bidder must possess the requisite experience, strength and capability necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how sought by nodal agency, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Sr. No	Basic Requirements	Description	Documents required
1	Legal Entity	The bidder or lead bidder in case of a consortium should be a legal entity registered in India since last 4 years as on bid submission date.	Certificates of incorporation / Registration Certificates along with by laws/ MoA & AoA or similar legal document.
2	Turnover	The bidder or lead bidder in case of a consortium should have relevant minimum annual average turnover of Rs. 50 Lacs (Rupees Fifty Lacs Only) for each government medical college during the last three financial years (2017-18, 2018-19, & 2019-20) from similar activities as mentioned in the scope of work. In case the turnover certificate for FY 20-21 is available, they may be used as part of the last three-year average turnover)	CA Certificate clearly indicating the relevant turnover.
3	Technical Capability/ Experience	The bidder must have prior experience of at-least one projects with Central or State Government/Government Department or Public Sector Unit.	Related work orders / contracts for ongoing or completed projects.
4	Statutory Registrations	Bidder or lead bidder in case of consortium must have valid GST Number and PAN Card in India. The applicant bidder or lead bidder in cases of consortium must have dedicated offices in India.	Copy of valid certificate
5	Availability of Key Resources	Bidder or lead bidder in case of consortium must have at least 25 people on permanent payroll.	An undertaking by the bidder signed by authorized signatory.
6	Black listing / Terminations	Should not have been blacklisted by any Central or State Government department or Corporation or Board/PSU/ Semi-Government organization as on the date of	A signed undertaking to this effect should be submitted on bidder's letter head

		submission of RFP. This is applicable for bidder and all consortium members.	
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3.2 Financial Proposal

The Bidders are required to quote lump sump amount to establish Smart classroom

3.3 Final Selection

- a) DEAN will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The Proposal with minimum quoted proposal would be termed as L1 Proposal and respective bidder as the selected Bidder.
- b) In case of two or more Bidders quoting the same value, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence.
- c) In case of any unforeseen circumstances, if the first ranked Bidder doesn't wish to engage with DEAN, then the second ranked Bidder would be offered to take up the contract on the rates quoted by second ranked bidder. If the second ranked Bidder accepts the contract, then the second ranked Bidder would be selected for providing the services within the scope of this RFP. In case the second ranked Bidder also doesn't agree to take up the contract, the process would be repeated to the third, fourth, and so on Bidders.
- d) Penalty shall be imposed to the first ranked Bidder disagreeing to get into a contract with DEAN for this RFP. This penalty may include blacklisting of the firm and/or forfeiture of EMD money.
- e) The Selected Bidder will enter into a Contract with DEAN and shall work in accordance with the Scope of work mentioned in the RFP.

3.4 Grant of Work Order

After selection, a Work Order will be issued, in duplicate, by the DEAN to the selected Bidder(s) and the selected Bidder (s) shall, within Three (3) working days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof.

3.5 Exclusion of Proposal/ Disqualification

DEAN may exclude or disqualify a proposal if:

- a) The information submitted, concerning the qualifications of the Proposer, was false or constituted a misrepresentation; or
- b) The information submitted, concerning the qualifications of the Proposer, was materially in-accurate or incomplete; and
- c) The Proposer is not qualified as per qualification/ eligibility criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by committee.
- d) The Proposal materially departs from the requirements specified in the Proposal or it contains false information;

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- e) The Proposer submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give, to any officer or employee of the DEAN or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process;
 - f) A Proposer, in the opinion of the DEAN, has a conflict of interest materially affecting fair competition.
 - g) A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

3.6 Award Criteria

The DEAN will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. Evaluations will be based on the Bids, and any additional information requested by the DEAN

3.6.1 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The DEAN reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals 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 DEAN action. DEAN also reserves the right to accept or reject all proposals.

3.6.2 Notification of Award

Prior to the expiration of the validity period, DEAN will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within three (3) days of issuance of LOI or work order. In case the tendering process / public procurement process has not been completed within the stipulated period, the DEAN, may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

3.6.3 Contract finalization and award

The DEAN shall invite the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Government/Central Vigilance Commission (CVC). On this basis the draft contract agreement would be finalized for award & signing.

3.6.4 Signing of contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract within 15 days of issuance of LOI or work order, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the DEAN and the successful Bidder.

3.6.5 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DEAN may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the DEAN shall invoke the PBG of the most responsive Bidder.

3.7 Bids by Joint Venture/Consortium –

Not more than three bidders/ may form a “Joint Venture” among themselves or by including some other firms having required expertise/ experience and submit the offer in the name of “Joint venture” company. Bids submitted by a Joint Venture / Consortium shall comply with the following requirements:

- a. Joint Venture / Consortium shall have not more than three members. One of the partners shall be authorized as being Lead Bidder; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- b. The Bid, and in case of a successful Bid, the Form of Agreement, shall be signed by the Lead Bidder and will be legally binding on all partners.
- c. Joint venture/Consortium agreement shall be on INR.100/- stamp duly notarized and submitted with the Technical Bid to identify all the partner of JV/consortium and confirm that each of them individually is a proper legal or corporate entity. Joint Venture / Consortium Agreement shall clearly lay out the roles and responsibilities of the individual partners.
- d. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any or all of the partners of the joint venture / Consortium and the entire execution of the contract including payment shall be done by the Lead Bidder;
- e. all partners of a joint venture / Consortium shall be jointly and severally liable for execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the Joint Venture / Consortium Agreement;
- f. A scanned copy of Joint Venture / Consortium Agreement shall be attached in the online Bid. Bidder shall produce original copy of agreement whenever demanded by the Authority.
- g. EMD shall be submitted in the name of the Joint Venture or Lead Bidder in case of Consortium. However in exceptional cases, in case of Joint Venture, EMD submitted by the Lead Bidder may be accepted subject to submission of specific request letter from Lead Bidder stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the Lead Bidder may be deemed as Bid Security submitted by JV firm.

SECTION 4: SCOPE OF WORK

4.1 Supply, Installation & Commissioning of Hardware & Software

The Service Provider should ensure proper supply & installation of the infrastructure for establishment of Smart Lecture Theaters (with seated capacity of 250 students in each Lecture Theater). All the IT hardware supplied should be under 5 years Comprehensive warranty.

Lecture Theatre (with Seating capacity of 180/250 students) needs to be interconnected and should be able to communicate with each other over Video conferencing. The Dean of the Colleges concerned will certify the successful installation.

Tentative list of IT Hardware required to establish Smart Class functionality is stated below. Due care has been taken to prepare the List, However the list might not be comprehensive and Service provider may add any additional hardware required to make the Smart class functional.

4.2 The bidder shall provide IT infrastructure having following accessories:-

- a) **Lecture Theater:** The solution should have a Interactive Display, One Monitor Display, 2 follow Side Fill Display with HDMI Splitter, Fully smart Digital Podium (Audio Solution like amplifier, Speakers, Goose neck Mic, Collar Mic and Hand held Mic, DSP, Mixer, Video Switching Solution, Annotation Display, Laptop Interface, Mini PC, Video Mixer, Media Recorder and Key Board Mouse), USB based Teacher's Pan Tilt Zoom camera, USB Based Students Pan Tilt Zoom Camera, Joystick Controller, Ceiling Microphone with USB based Digital Signal Processor System which should have Echo cancellation and Noise Cancellation. The audio system should be smart enough to send audio to virtually connected participants without any echo and noise, and the far end audio should be heard in the classroom without any echo and noise, The system should not send the far end audio back to them.
- b) **Other Additional Products:** UPS: 1) Each Lecture Theater should 3 KVA Online UPS with 20 Min Battery Backup.

4.3 Technical specification of IT infrastructure requirements for lecture theatre:

- c) **Interactive Display:** It should be 85 Inches Diagonal or above with resolution of 3840 x 2160, 4K UHD or better, D-LED IPS Panel or better, Brightness of 350cd/m² or better, Lifetime 30000 hours or better, Viewing Angle 178 Degrees or more. The Interactive Display should have 20 Touch points or more with 8 ms or better response time. This device should be used as Landscape / Portrait. built-in Android 8.0 or better Operating System, RAM: 3GB or more, Memory: 32GB or more, The Glass should be 4mm thick or better with anti-glare and Advance infrared or better. Standard accessories should be 2 or more stylus, power cords, Remote, Wall mount Kit.
- d) **Monitor Display:** A Smart 55 Inch or Higher with 4K Resolution, Nits of 300 cd/m².
- e) **Follow Side fill Display:** A Smart 55 Inch or Higher with 4K Resolution, Nits of 300 cd/m².
- f) **Additional Items:** 4x4 Matrix Switcher, Video over LAN Extenders and other required cables and connectors.
- g) **Smart Digital Podium:** The Podium should have Metal Body with Top Sliding Mechanism, sliding Tray for Keyboard/Mouse and Visualize, Wheels for easy movement, Rack Space for keeping Amplifier, CPU & Microphone receiver etc. It should have minimum 21.5" Touch Monitor with LED backlit at native resolution 1920x1080 with Brightness of of 250 cd/m² or better, It should have basic Input Port: VGA, HDMI or DVI. The Laptop Interface should have basic Ports: VGA, HDMI, Audio, 4xUSB, Power Outlet. It should also have Controller for Switching between HDMI, VGA and USB. It shall have HD video inputs for CPU HDMI/VGA, 2x Laptop Inputs HDMI/VGA, Visualize HDMI/VGA/USB or more. The Podium should have a 200 Watt or Higher Amplifier with minimum 6 or more speakers supplied of 30 or Higher watt each from day 1. Podium should be supplied with Minimum 1 Gooseneck Microphone, 1 Wireless Hand-Held Microphone & 1 wireless lapel Microphone or more to be connected with the Mixer Present in the podium for Local Sound Reinforcement. The Podium should also have a CPU Processor: i5 8th Gen, RAM: 8GB, SSD: 1 TB, Windows: 10 Pro, Ports: HDMIx2 (For Dual Display Support), 3.0 USBx4, Audio out 3.5mm x 1 & Keyboard Mouse.
- h) **Camera: Teachers Camera:** Camera should have USB 3.0 Output and HDMI/DVI, RJ-45, PTZ camera with 12X or better Optical zoom and 16X or Better Digital zoom, It should support 1080p or better resolution. The camera should also be able to Cover the entire classroom. To achieve the same, it should have a PAN Range of $\pm 170^\circ$ and should have a Tilt range of -30° to 90° with minimum 72° Field of View or more to cover the Classroom. The Camera will be installed above the Interactive Display on Wall, to be supplied and 20 meter or higher 3.0 Active USB extension cable.
- i) **Students Camera:** Camera should have USB 3.0 Output and HDMI/DVI, RJ-45, PTZ camera with 20X or better Optical zoom and 16X or Better Digital zoom, It should support 1080p or better resolution. The camera should also be able to Cover the entire classroom. To achieve the same, it should have a PAN Range of $\pm 170^\circ$ and should have a Tilt range

of -30° to 90° with minimum 60° Field of View or more to cover the Classroom. The Camera will be installed above the Interactive Display on Wall, to be supplied and 10 meter or higher 3.0 Active USB extension cable.

- j) **Joystick Controller:** It should be able to Control 4 or More Camera's, all Pan, Tilt and zoom features along with the 8 or more presets.
- k) **Ceiling Microphone:** Microphones should be ceiling mounted (Minimum 4 ceiling Microphones to be supplied from day 1) which should have 360 degree pick-up range and each microphone should have a pick up radius of 10 meter or higher to capture the audio from anywhere in the classroom, be it teacher or student, the entire classroom should be able to communicate with the participants connected virtually and the students attending remotely should also be able to communicate through the solution without any echo and noise in the classroom.
- l) **Digital Signal Processor** All the ceiling microphones should be connected with Digital signal processor, The DSP should have Acoustic echo cancellation, Acoustic noise cancellation, Automatic gain control and Acoustic noise suppression. It should be a 18 channel programmable DSP with USB interface for software based web conferences. It should have Speaker output to connect to External Speakers or amplifier.
- m) **Online UPS:** 3KVA or higher online UPS with 20 minutes or Higher battery Backup as per your suggested devices.

4.4 General terms for Supplies:

- a) All equipments of the Smart Classrooms shall be delivered and installed at Nandkumar Singh Chouhan Government Medical College lecture Theatre
- b) The service provider shall bear all the costs for the supply, installation and maintenance to respective locations.
- c) The service shall provide spares and necessary support to Colleges, on technical issues for all hardware equipment. These include full guarantee as well as warranty for Five years.
- d) The equipment & peripherals must be supported for perfect installation at the delivery site & the service provider should indicate the proposed arrangement / spare parts stocking for providing high quality services.
- e) The service provider will maintain at least 2% spare parts at the designated College or site so that the parts can be replaced immediately. For onsite warranty of the hardware 1 (One) resident engineer will remained stationed in designated College or site.
- f) The Service Provider shall have to supply all necessary accessories along with the supplied goods viz. appropriate cable, power supply cords/wires/cables etc. and appropriate licenses, device drivers and documentation that may be required, whether mentioned or not mentioned in the tender, for successful acceptance of the quoted product by College.

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- g) The bidder must have the full licensed rights of the software nationally as well as internationally of all software/operating systems developed and /or supplied to the College through this tender.

4.5 MIS SYSTEM

The MIS System which will be integrated with each of the smart class room should conform with the following minimum learning analytical requirements:-

Learning analytics should emphasize measurement and data collection as activities that Colleges need to undertake and understand, and focuses on the analysis and reporting of the data. The following key questions need to be answered in each subject with the help of learning analytics that the bidder plans to incorporate:

- Review of daily performance report card for each student for each subject
- Review of performance report at student level, class level and College level
- Heat maps show which recordings in which subject are getting high viewing traffic, providing insights into comprehension trends
- Level of student participation for each subject in each class
- Feedback report on Lecturer by students for each subject

4.6 TRAINING REQUIREMENTS FOR THE ADOPTION OF SMART CLASS:

Provide training on usage of supplied equipment, operations of all the hardware installed in the colleges to all the lecturers at the concerned colleges and also provide subsequent refreshers training as and when required as per the following details:

- Training for all the lecturers in each colleges needs to be provided by the service provider. Lecturers who will undertake the training will be selected by the principal of the respective Colleges.
- Post the installations of the hardware and software required for the smart classroom, at-least 7 days of initial intensive training should be conducted by the service provider covering all Colleges to ensure maximum adoption of the smart classroom in each College
- The cost of training and other expenses relating to the training, if any, will be borne by the service provider and DEAN or College will not bear the training cost in any manner.
- After the completion of the training the concerned Dean of the College will issue the certificate to the service provider whether the training is satisfactory (by taking the feedback from the trainees) and conducted as per the schedule.
- Post this training independent evaluations will be carried out by DEAN officers/independent consultants to understand the readiness of the Lecturers in each College in adoption of the smart teaching mechanism
- The Trainer must be Post Graduate from a recognized University and having full knowledge of handling the equipment of Smart Classroom and its usage. Service Provider may also provide assistant trainer, if required.

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- The service provider will also provide 2 days refresher training of Lecturers on quarterly basis for the period of contract. Date, Time and venue of training will be finalized by the College Dean.

4.7 MANPOWER REQUIREMENT (IT ASSISTANTS CUM RESOURCE PERSON):

The service provider will be required to provide 1 (One) IT Assistant cum Resource Persons (full time i.e. one at each government medical colleges) to coordinate, implement and to provide regular feedback and reporting regarding the Smart Classrooms installed in colleges. The resource persons should be bonfire member/employee of the concerned company for the period of the contract.

The service provider will be responsible for all the employment terms of these IT Assistants cum Resource Persons including the service laws i.e. income tax, provident fund, gratuity, pension, LTC, Medical Expenses etc., and will also comply applicable Minimum Wages Act. Colleges shall not be responsible of any act of the IT Assistant cum Resource Person and also not be liable for any damages/penalty /payment in any form either legal or otherwise. Fixed Monthly Payment of Rs 25,000/- per Month per College shall be paid to the Service Provider towards salary Expenditure of this resource.

Educational Qualification for IT Assistant Cum Resource Person:

- B.Tech/B.E./B.Sc. (Computer Science/IT)/BCA from a recognized University.
- Minimum one year experience in handling Smart classrooms equipment (including Hardware and Software)

Roles and Responsibilities of IT Assistant Cum Resource Person:

- To ensure smooth implementation of the Smart classrooms in Colleges.
- To coordinate and cooperate with office of Director (Medical Education) and Colleges.
- Monitoring the performance of teaching staff of using smart classrooms equipment.
- Infrastructure maintenance and upkeepment of Hardware and software.
- To get the desired data, reports on time.
- To provide training for handling and using smart classroom equipment to the staff of the concerned College.
- College shall not have any liability including litigation arising due to recruitment, retrenchment, reallocation, salary disbursement or any other service conditions of IT Assistant cum Resource Person /any other staff appointed by the service provider. In case of any dispute/litigation arising as a result of the service conditions, the said dispute/litigation will be the exclusive dispute/litigation between the IT Assistant cum Resource Person/any other staff appointed by the service provider. The College and Head of the concerned College will have no responsibility or liability in all such matters.
- If at any stage, the performance of the any resource person is not found satisfactory or his/her work and conduct is not found satisfactory, then the service provider has to provide replacement for the same.

4.8 COMPREHENSIVE WARRANTY:

- a) The period of onsite comprehensive warranty will be Five years, and will start from the date of successful commissioning & functioning of the project.
- b) During the warranty period of the products given by the successful bidder, the bidder shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The service provider shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the tenderer.
- c) If it becomes necessary for the service provider to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above-mentioned period of sixty months, whichever may be later. If any defect is not remedied within 24 hours, than the penalty will be laid as per penalty clause. The Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
- d) Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.
- e) Under the comprehensive warranty, the bidder has to manage and maintain in working condition the complete Smart Classrooms covering hardware, software, and necessary infrastructure like UPS, Cabinet, server, networking etc. for the entire contract period.

SECTION 5 : PROJECT & PAYMENT MILESTONES

5.1 Project Milestones

S. No	Activities	Timeline
1	Develop initial project plan, project estimate, organize team	T + 10 Days
2	Gathering requirements (functional & technical), Requirements review & approval	T + 20 Days
3	Establishment of smart classrooms including CCTV cameras and LED TV	T + 30 Days
4	Establishment of server, networking and training	T + 30 Days
5	Tests software for errors/ bugs and determine if the solution meets the business goal	T + 60 Days (Warranty Support)

5.2 Payment Milestones and Terms

Milestone	Percentage of Bid Amount
Hardware cost will be released after successful supply, installation and commissioning of the Hardware required for the Smart Classrooms	100%
IT Assistant Cum Resource Persons	Monthly Basis

5.3 Payment Terms

- a) All payments to the Agency shall be made in INR by the provisions of this RFP
- b) The payment will be based on rates finalized for the award of contract to the successful Firm Payments shall be paid within 30 days after invoices raised
- c) The rates should be fixed for five years from the date of signing of the agreement
- d) Given the nature of the assignment, the bidders are expected to ensure the quality of resources and services to be deployed for this assignment, and hence the financial proposal should represent the required quality.
- e) Invoices will have to be raised to DEAN after achieving the payment milestone
- f) The GST would be paid at the prevailing rates on actual.
- g) All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Acts & Laws.

5.4 Penalty

The agency shall strictly adhere to the time schedule given by the Authority on time to time for each stage of work (exam session), failing to which the firm will be liable for penalties as shown below:

- (i). If any defect is not remedied within 24 hours, than the penalty @ 1% of the faulty hardware cost per day would be imposed until the rectification is made.

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- (ii). Penalty @ Rs 250/- Per day will be imposed if IT Assistant cum Resource Person remains absent without written intimation.
 - (iii). If the service provider fails to conduct the training program of teachers as per the schedule, Penalty @ Rs 1000/-per day training per college will be imposed till the bidder conducts the training of Lecturer.
 - (iv). If the installation and commissioning of the system is not completed in full within 1 month of signing of the contract, a penalty at the rate of 0.5% per week with maximum of 10 % of the total value for the amount of contract will be levied.
 - (v). Total Penalties that could accumulate in an annum is maximum up to 5% of the Contract Cost.
 - (vi). after 5% penalty, Contract would be terminated after seizure of Performance Security
 - (vii). Any Penalties imposed would be deducted from the amount payable to the Service provider.
 - (viii). In case the penalties imposed on the Service Provider is more than the amount payable then Service Provider is required to pay the accumulated penalty.

SECTION 6 : GENERAL TERMS OF RFP

6.1 Performance Security:

Performance security equivalent to 5% (five percent) of the total project cost (“Performance Security”) shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP. the Performance Security will be retained by DEAN until the completion of the assignment by Agency and be released Sixty (60) Days after the completion of the assignment.

The Performance Security shall be returned upon being satisfied that there has been due performance of the obligations of the Agency under the Contract. However, no interest shall be payable on the Performance Security.

The Performance Security may be invoked (in part or full) on violation of any of the conditions given below:

1. The Agency is not able to deliver services as per KPIs as set out in the Contract.
2. The Agency or its employee(s) is involved in any unlawful activity during its engagement with DEAN.

6.2 Fraud and corrupt practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the DEAN will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the DEAN will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the DEAN for, inter alia, time, cost and effort of the DEAN , in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

Without prejudice to the rights of the DEAN under this Clause, hereinabove and the rights and remedies which the DEAN may have under the work order or the Contract, if a Bidder or Agency, as the case may be, is found by the DEAN to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Contract, such Bidder or Agency shall not be eligible to participate in any tender issued by the DEAN during a period of 03 (three) years from the date such Bidder or Agency, as the case may be, is found by the DEAN to have directly or through an agent, engaged or indulged in any Prohibited Practices.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

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- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DEAN who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DEAN , shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the DEAN in relation to any matter concerning the Project;
 - b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the DEAN with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6.3 Confidentiality

- a) This document is meant for the specific use by such parties who are interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Madhya Pradesh Public Health Services Corporation Limited expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information.
- b) The Bidders shall be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the DEAN in the event that such a circumstance is brought to the notice of DEAN . By downloading/purchasing the document, the interested party is subject to confidentiality clauses.
- c) The Bidders shall have to sign a Non-Disclosure Agreement with DEAN and all the data, reports, presentations, assessment and any other content generated during the engagement shall be sole property intellectual property of DEAN .

6.4 Interference with Tender Process

For a Proposer who withdraws from the Tender Process after opening of financial proposal / withdraws from the Tender Process after being declared the Selected Bidder / fails to enter into

Contract after being declared the Selected Bidder / fails to provide Performance Security or any other document or security required in terms of the RFP document after being declared the Selected Bidder, without valid grounds, shall, in addition to the recourse available in the RFP documents or the Contract, EMD submitted will be forfeited.

6.5 Debarment from Bidding

If DEAN / DEAN finds that a Proposer has breached the code of integrity prescribed above, it may debar the Proposer for a period of 03 (three) years.

Where the entire Earnest Money Deposit or the entire Performance Security or any substitute thereof, as the case may be, of a Proposer has been forfeited by DEAN in respect of the Tender Process or procurement Contract, the Proposer may be debarred from participating in any tender process undertaken by DEAN for a period of 03 (three) years.

DEAN shall not debar a Proposer under this section unless such Proposer has been given a reasonable opportunity of being heard.

6.6 Monitoring of Contract

If delay in delivery of service is observed, a performance notice would be given to the Selected Bidder/Agency to speed up the delivery. Any change in the constitution of the Selected Bidder/Agency (as the case may be) etc. shall be notified forth with by the such Selected Bidder/Agency in writing to DEAN and such change shall not relieve Selected Bidder/Agency, from any liability under the Contract.

6.7 Sub-Contracting

The Selected Bidder/Agency shall not assign or sub-contract the Contract or any part thereof to any other agency without the prior written permission of DEAN .

6.8 Signing of Contract

The Selected Bidder shall execute the Contract within 14 working days from the date of work order with DEAN . In exceptional circumstances, on request of the Selected Bidder in writing for extension, DEAN reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the tender and corrigendum issued shall also be applicable for the Contract.

6.9 Execution of agreement

During the term of Contract, the Agency will work closely with DEAN and will perform the activities as per the scope of work. In case of poor performance, or unjustified & repeated delays in execution and implementation of services, DEAN shall terminate the Contract. In this case, the Performance Security shall be forfeited.

6.10 Failure to agree with the “Terms and Conditions” of the Tender

Failure of the Selected Bidder(s) to agree with the terms & conditions of the Tender/Contract shall constitute sufficient grounds for the annulment of the Proposal or the Award. In such circumstances, DEAN would reject the Proposal and forfeit the Earnest Money Deposit as specified in this RFP document.

6.11 Contract Documents

Subject to the order of precedence set forth in the Contract, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

6.12 Language

Bidder shall deliver all documents in English language only. For documents submitted in Hindi, the Bidder shall submit an English translation for the same.

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Selected Bidder and DEAN , shall be written in English or Hindi language only.

6.13 Reporting

All correspondences by the Agency shall be addressed to the Director of Medical Education. However, on a regular basis, the agency shall be in contact with the DEAN for day to day requirements for implementation of services.

6.15 Taxes & Duties

- a) GST, if applicable, should not be included in the Proposal price and shall be paid by the DEAN separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the proposal price.
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the Contract.

6.16 Copyright

The copyright in all materials containing data and information furnished to the Agency herein shall remain vested in DEAN, or, if they are furnished to the DEAN directly or through the Agency by any third party, including Service providers of materials, the copyright in such materials shall remain vested in such third party. [Annexure 11](#)

6.17 Patent

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the agency shall expeditiously extinguish such claim. If the agency fails to comply and the Authority is required to pay compensation to a third party resulting from such infringement, the agency shall be responsible for the compensation including all expenses, court costs and lawyer fees. Such amounts will be deducted from agency claim, without notice. [Annexure 11](#)

6.18 Force Majeure

- a) Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics/ pandemic or disturbances in the country.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- c) A Party affected by an event of Force Majeure shall immediately notify the other Party within 7 working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- d) The failure of a party to fulfill any of its obligations under the work order/ Contract shall not be considered to be a breach of, or default under the work order/ Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: - has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the work order/ Contract, and has informed the other party within 7 days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the work order/ Contract.

6.18 TERMINATION

a) Termination for Default

- i Council may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default send to the Agency, terminate the Contract in whole or part if the Agency fails to depute resources within 3 months of issuance of Letter of award, or within any extension thereof granted by the Council pursuant to conditions of the terms and conditions set out in the Contract or if the Agency fails to perform any other obligation(s) under the Contract.

b) Termination for Force Majeure

In event that a Force Majeure event continues for 90 (ninety) days and/or DEAN or the Agency does not see any feasibility of continuing the project due to a Force Majeure event, then DEAN may, on expiry of 90 (ninety) days or at any period before that in event of no foresee ability of project, issue a termination notice to the Agency, terminating the Contract with immediate effect. The Agency shall be awarded 60 (Sixty) days to complete any pending activities and clear the premises provided by DEAN. Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Agency by DEAN.

6.19 Miscellaneous

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the DEAN , its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- c) All documents and other information provided by DEAN or submitted by a Bidder to DEAN shall remain or become the property of DEAN . Bidders or the Agency, as the case may be, are to treat all information as strictly confidential. DEAN will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to DEAN in relation to the assignment shall be the property of DEAN .
- d) The DEAN reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- e) The Agency shall bear all the expenses regarding delivery of services.
- f) The Agency shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
- g) The Agency shall execute the whole work in strict accordance with guidelines of DEAN.
- h) DEAN shall reserve the right to make any alterations in or additions to the original scope of work on mutually agreed terms. Any additional work which the Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by DEAN.
- i) Any publicity by the Agency in which the name of DEAN is to be used should be done only with the explicit written permission of DEAN.

ANNEXURE-1: COVER LETTER

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that DEAN will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to DEAN any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DEAN to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFP, including any addendum issued by the DEAN ;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with DEAN or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that DEAN may cancel the selection process at any time and that DEAN is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.

-
8. We declare that we are not directly or indirectly related to any other Bidder applying for selection as an Agency.
 9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
 11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Partners/Directors/ Managers/ employees.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DEAN in connection with the selection of Agency or in connection with the selection process itself in respect of the abovementioned Project.
 13. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
 14. We agree to keep this offer valid for 180 (one eighty) days from the Proposal Due Date (PDD) specified in the RFP.
 15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
 16. The Technical Proposal and Financial Proposal is being submitted online as per the prescribed timeline set out in the RFP Document. This Proposal read with the Technical and Financial Proposal shall constitute the Proposal which shall be binding on us.
 17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [*In full and initials*]: Name and Title of Signatory:

Name of Firm:

Address: Telephone:

Fax:

(Name and seal of the Bidder)

ANNEXURE-2: AVERAGE ANNUAL TURNOVER OF BIDDER

Average Annual Turnover

SN	Financial years	Revenue (INR)
1.	2017-18	
2.	2018-19	
3.	2019-20	
	Average Annual Turnover	

Positive Net worth

The Bidder has a Positive Net Worth in the previous Two (2) Financial Years (i.e. 2018- 19 and 2019-20)

Note:

Kindly provide supporting audited financial statements (balance sheets, P&L statements, etc.) of the bidding organization/ firm

Authorized Signature [*In full and initials*]: Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Bidder)

ANNEXURE-3: FORMAT FOR TECHNICAL PROPOSAL

[Location,]

To,
Dean,
Nandkumar Singh Chouhan Government
Medical College,
Luv kush Nagar Mundi Road Khandwa
Madhya Pradesh 450001

Date:

Request for Proposal for Setting up Smart Classroom

Dear Sir/Madam,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder].

Sr. No	Basic Requirements	Description	Documents required
1	Legal Entity	The bidder or lead bidder in case of a consortium should be a legal entity registered in India since last 4 years as on bid submission date.	Certificates of incorporation / Registration Certificates along with by laws/ MoA & AoA or similar legal document.
2	Turnover	The bidder or lead bidder in case of a consortium should have relevant minimum annual average turnover of Rs. 3 Crore (Rupees Three Crore Only) during the last three financial years (2017-18, 2018-19, & 2019-20) from similar activities as mentioned in the scope of work. In case the turnover certificate for FY 20-21 is available, they may be used as part of the last three-year average turnover)	CA Certificate clearly indicating the relevant turnover.
3	Technical Capability/ Experience	The bidder must have prior experience of at-least three projects with Central or State Government/Government Department.	Related work orders / contracts for ongoing or completed projects.

4	Statutory Registrations	Bidder or lead bidder in case of consortium must have valid GST Number and PAN Card in India. The applicant bidder or lead bidder in cases of consortium must have dedicated offices in India.	Copy of valid certificate
5	Availability of Key Resources	Bidder or lead bidder in case of consortium must have at least 25 people on permanent payroll.	An undertaking by the bidder signed by authorised signatory.
6	Black listing / Terminations	Should not have been blacklisted by any Central or State Government department or Corporation or Board/PSU/ Semi-Government organization as on the date of submission of RFP. This is applicable for bidder and all consortium members.	A signed undertaking to this effect should be submitted on bidder's letter head

* Please attach proof of experience along such as Work Orders/Letter of Engagement/Letter of Completion from clients stating the scope of work & date of commencement for each project.

Yours sincerely,

Authorized Signature [*In full and initials*]: Name and Title of Signatory:

Name of Firm:

Address:

Telephone: Fax:

(Name and seal of the Bidder/Member in Charge)

ANNEXURE-4: SELF-DECLARATION

{To be submitted on the letter head of the Bidder}

To,

Date:

Dean,

Nandkumar Singh Chouhan Government

Medical College,

Luv kush Nagar Mundi Road Khandwa

Madhya Pradesh 450001

In response to the RFP Ref. No..... dated....., as an Owner/ Partner/ Director/ Auth. Sign. of hereby declare that presently our Company/ firm, I/ We, at the time of bidding,

- a) Possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by the DEAN ;
- b) Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP document;
- c) Have an unblemished record and is/are not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) Do not have any previous transgressions with any entity in India or any other country during the last three years.
- e) Is/are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- f) Do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- g) Do not have a conflict of interest which materially affects the fair competition. h) Will comply with the code of integrity as specified in the RFP document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoMP, my/ our security may be forfeited in full; our proposal, to the extent accepted, may be cancelled and the DEAN may choose to blacklist me/us for a period it may deem fit..

Thanking you,

Authorized Signature {In full and initials with Seal}: Name and Title of Signatory:

Name of Bidder (Firm/ Company's name): In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time & Place:

ANNEXURE-5: BLACKLISTING AND PENDING SUIT DECLARATION

(on Non-Judicial paper of Rs. 100/-duly notarized by Notary Public / First Class Magistrate)

AFFIDAVIT

I /
We.....
(Full name in capital letters starting with surname), the Proprietor/ Partner /Managing Director /
Holder of power of attorney of the business, establishment /
firm / registered company do hereby, in continuation of the terms and conditions underlying the
RFP document and agreed to by me/us, give following undertaking.

- i. It is declared that the firmis not declared insolvent any time in the past. Not debarred/ black listed by either DEAN /Central Govt. / State Govt. / Public Sector Undertaking/ any other Local body from start date of tender notice not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
- ii. It is further declared that the firm..... shall inform DEAN of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP.
- iii. The firmdo hereby agree that if in future, it comes to the notice of DEAN / if it is brought to the notice of DEAN that any disciplinary/ penal action due to violation of terms and conditions of the tender/RFP document which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in DEAN or either by any of Central Govt. / State Govt. / Public sector undertaking/any other Local body, DEAN will be at discretion to take appropriate action as its finds fit.

Full name and complete address with Signature of Bidder

WITNESS:

- (1) Full Name
..... And Address
..... Signature
- (2) Full Name
..... And
Address
Signature

ANNEXURE-6: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date:

Dear Sir/Madam,

In consideration of[*Name of Client*] (hereinafter referred as the „DEAN “, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to [*name of Agency*] a [*provide nature of organisation*], established under laws of [*country*] and having its registered office at [*address*] (hereinafter referred to as the „Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [*name of assignment*] Work order by issue of DEAN 's Work order Letter of Award No. [*reference*] dated [*date*] and the same having been unequivocally accepted by the Agency, resulting in a work order/contract valued at Rs. [*amount in figures and words*] for [*Scope of Work*] (hereinafter called the „Work order“) and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [*amount in figures and words*] to the DEAN for performance of the said Agreement.

We [*Name of Bank*] incorporated under [*law and country*] having its Head Office at [*address*](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the DEAN immediately on demand an or, all monies payable by the Agency to the extent of Rs. [*amount in figure and words*] as aforesaid at any time up to [*date*] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Agency. Any such demand made by the DEAN on the Bank shall be conclusive and binding notwithstanding any difference between the DEAN and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the DEAN discharges this guarantee.

The DEAN shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. The DEAN shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right

which they might have against the DEAN and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between the DEAN and the Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the DEAN of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the DEAN or any other indulgence shown by the authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the DEAN at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the client may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Agency/the Bank or any absorption, merger or amalgamation of the Agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [*amount in figure and words*] and it shall remain in force up to and including [*date*] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by DEAN on whose behalf this guarantee has been given. Date this [*date in words*] day [*month*] of [*year in 'yyyy' format*] at [*place*].

WITNESS

1. [*signature, name and address*]

2. [*signature, name and address*]

[*Official Address*]

Designation

[*With Bank Stamp*] Note:

The stamp papers of appropriate value shall be purchased in the name of bank which issues the „Bank Guarantee“. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the DEAN .

ANNEXURE-7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non – Judicial stamp paper of Rs. 100 duly attested by Notary Public)

POWER OF ATTORNEY

Know all men by these present, we (name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. /Ms....., R/o(name and address of residence) who is presently employed with us and holding the position of as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the proposal/bid for supporting DEAN by setting up smart class as defined under this RFP, representing us in all matters in connection with our bid for the said Project.

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

This Power of Attorney shall be effective, binding, and operative till, if not revoked earlier or as long as the said Attorney is in the service of the organization, whichever is earlier

Accept (Signature)

(Name, Title and Address of the Authorized representative) For
(Signature)

(Name, Title and Address) Notes:

- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

ANNEXURE-8: FINANCIAL PROPOSAL SUBMISSION FORM

[Location] [Date]
To, Designation,
Department, Address

Dear Sir,

Subject: Request for Proposal (RFP) for Selection of an Agency for Setting up Smart Classroom for Seating capacity of 180/250 students).

We, the undersigned, offer to provide the services in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for [amount(s) in words and figures] lumpsum for setting up of Smart Classroom in the Medical College (exclusive of all taxes, duties etc)

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. 180 days.

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address:

ANNEXURE-9: NON MALICIOUS CODE CERTIFICATE

[Location] [Date]

To, Designation,

Department, Address

Dear Sir,

Sub: Non-Malicious Code Certificate

I/We hereby certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:-
Inhibit the desired and the designed function of the equipment.

Cause physical damage to the user or his equipment during the operational exploitation of the equipment.

Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

There are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software developed.

Without prejudice to any other rights and remedies available to Madhya Pradesh Medical Science Medical Education Department, we are liable in case of physical damage, loss of data/database/information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software .

Yours faithfully,

Authorized Signatory

Designation

ANNEXURE-10: PATENT RIGHTS/COPYRIGHTS CONFIRMATION

[Location] [Date]
To, Designation,
Department, Address

Dear Sir,

Sub: Commitment for Patent Right/ Copyrights Confirmation

I/We do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment's, systems or any part thereof to be supplied by us. We shall indemnify Authority against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use.

Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies of the software / applications including upgrades as and when they are made available and uninterrupted use of the software solution and/or system or any part thereof to Authority, irrespective of the fact of claims of infringement of any or all the rights mentioned above. If at a later date it is found that it does infringe on patent rights, I/We absolve and indemnify Authority of any legal action.

Yours faithfully,
Authorized Signatory
Designation