

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

Expression of Interest for Selection of Partner from Empaneled Business Associate for,

DEPARTMENT OF HIGHER EDUCATION M.P.

Tender No.: 146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI

For

“Supply, Installation, Commissioning and testing of 20-seater Computer Lab on Turnkey Basis at 323 Govt College under Department of Higher Education”

EOI No: RCIL/WR/BPL/MKT/DHE/25-26/07

Date: 06th Feb. 2026

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EOI NOTICE

**RailTel Corporation of India Ltd,
17, 1st Floor, Raghunath Nagar, Near Shahpura Police station, Bhopal MP-462039**

EOI No: RCIL/WR/BPL/MKT/DHE/25-26/07

Date: 06th Feb. 2026

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for the selection of suitable partner for Supply, Installation, Commissioning and testing of 20-seater Computer Lab on Turnkey Basis at 323 Govt College under Department of Higher Education, RFP No: 146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI Date: 12-Jan-2026 System and any other addendums/ corrigendum’s/ documents contained within and related to the same.

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	11 th Feb. 2026 16:00 hrs.
2	Opening of Technical Bid of EOIs	11 th Feb. 2026 16:30 hrs.
3	Bid System	Single Packet system
4	EMD Amount	Rs. 80,00,000/- (Eighty lakh only)
5	Tender Fee/ EOI Fee+ 18% GST	Rs. 23,600/- (Twenty-three thousand six hundred only)

The Token EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer only. Partner needs to share the online payment transfer details like UTR No, date of payment.

RailTel Bank Details: STATE BANK OF INDIA, Account No. 00000044105657722, IFSC Code - SBIN0004079.

Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

1. Level - 1

Contact Name: Mr. Sonia Sahu

Designation: Senior Manager/ Marketing

E-Mail Address: sonia.sahu@railtelindia.com

Mobile No: +91- 9004444159

2. Level - 2

Contact Name: Shri Anand Kumar

Designation: Joint General Manager/Marketing

E-Mail Address: Anandnkn@railtelindia.com

Mobile No: +91- 9004444107

Note:

- ❖ Empaneled partners are required to submit soft copy of technical & price packet through an e-mail at bpltooffice@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
- ❖ The EOI response is invited from eligible **Empaneled Partners of RailTel only. The Empaneled partner has to submit its valid empanelment Letter of Intent along with his Bid.**
- ❖ All the document must be submitted with **proper indexing** and **page no.**
- ❖ This is an **exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
- ❖ Partner has to submit their response as an individual organization only. No consortium is allowed. The Bidder has to be an empaneled partner of RailTel.
- ❖ **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- ❖ All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.
- ❖ Any changes made by RailTel's end customer in **RFP No: 146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI** up to the last date of submission of the said tender by RailTel will be unquestionably & without any objection accommodated by the Bidders in their Technical & Price offer submitted against this EoI. Changes include all the technical, financial, format changes and any other changes as applicable and deemed applicable by RailTel.

❖ As Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Nav Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel has approximately 63000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

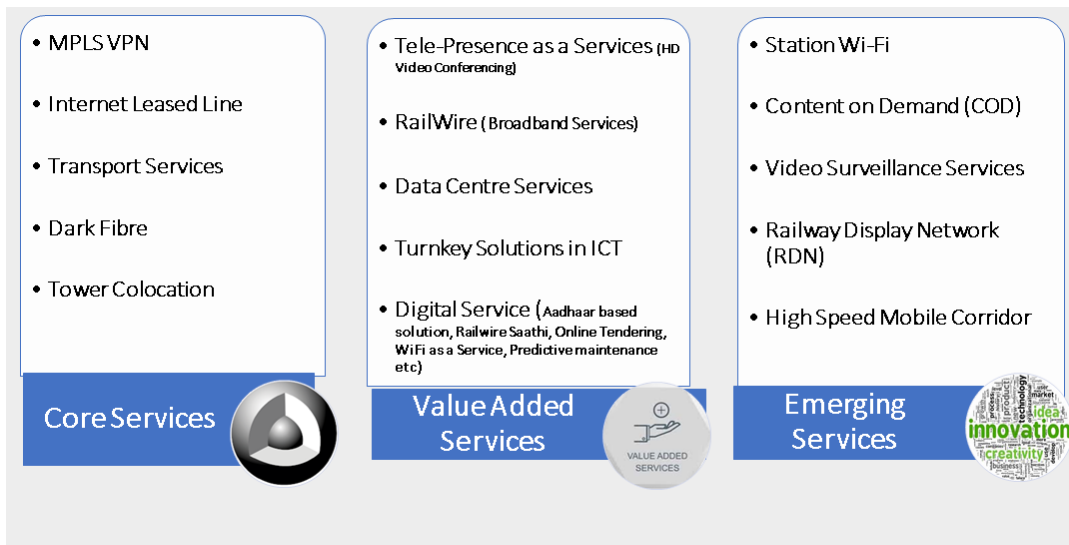
For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:





• **Carrier Services**

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using State of the art NGN based network through its Interconnection with all leading Telecom Operators.
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above.
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks.
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's.

• **Enterprise Services**

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

• **DATA CENTER**

- Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
- Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

• **National Long Distance:**

Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators.

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & Above.
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

• **High-Definition Video Conference:**

RailTel has unique service model of providing high -definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end

seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

- **Retail Services – RailWire**

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization’s officers colonies and residences.

- ❖ **Project Background and Objective of EOI**

RailTel intends to participate in RFP floated by end Customer organization for Supply, Installation, Commissioning and testing of 20-seater Computer Lab on Turnkey Basis at 323 Govt College under Department of Higher Education, RFP No: 146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI.

RailTel invites EOIs from RailTel’s Empaneled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

- ❖ **Scope of Work**

The scope of work will be as mentioned in the end Customer Organization Bid for Supply, Installation, Commissioning and testing of 20-seater Computer Lab on Turnkey Basis at 323 Govt College under Department of Higher Education, RFP No: 146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI Date: 12-Jan-2026 with latest amendment/ Corrigendum/ Clarifications uploaded upto the last date of submission of the aforesaid tender.

The broad scope of work is mentioned in end customer. RFP No: 146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI along with its latest amendments and clarifications.

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In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the tender/RFP and corrigendum/addendum released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum, and corrigendum, associated prime service agreement PSA/MSA/SLA also included.)

Business associate can participate as a sole bidder only. No consortium is permitted. Bidder must be RailTel's empaneled partner and will be responsible for all the conditions mentioned in this and the end customer RFP.

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

❖ **Response to EOI guidelines**

❖ **Language of Proposals**

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

❖ **RailTel's Right to Accept/Reject responses**

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

❖ **EOI response Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

❖ **Period of Validity of bids and Bid Currency**

Bids shall remain valid for a period of 180 days from the date of Bid submission issued by the end Customer organization for which bid is going to be submitted.

❖ **Bid Earnest Money (EMD)**

- The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI/Token EMD.
- Offers not accompanied with valid Token Earnest Money Deposit shall be summarily rejected.
- In case if offer is selected for bidding, the partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid or as per

RailTel policy as applicable) for the bid to RailTel in the form of Online Transfer/BG/combination of both. The selected Business Associate shall have to submit EMD before submission of bid to end customer as applicable.

- Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.
- Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the end Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.6) from Business Associate whichever is later.
- Forfeiture of EOI EMD or EOI EMD & balance EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:
- The EOI EMD will be forfeited if the Balance EMD is not paid before RailTel's bid submission in end customers Tender
- The EOI EMD & Balance EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.
- In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and Integrity Pact and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

❖ **Security Deposit / Performance Bank Guarantee (PBG)**

- In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

❖ **Last date & time for Submission of EOI response**

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

❖ **Modification and/or Withdrawal of EOI response**

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

❖ **Details of Financial bid for the above referred tender**

Business Associate meeting eligibility criteria and lowest price will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

In case if there are Two or more Business Associate meeting eligibility criteria and quoting same price, then negotiation will be conducted within this Sole partner in the second stage for the given scope of the work and Sole bidder with overall lowest (L1) offer will be selected for exclusive pre bid arrangement for optimizing technical and commercial solution.

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

Also, it may be noted that RailTel may choose multiple BAs for final bidding depending upon the lowest offer received so that a winning bid can be put forth.

The BAs will have to encompass RailTel margin over all components of the Price in end customer Tender/RFP.

Any Changes in the end customer Tender after the last date of submission of RailTel EoI shall be unquestionably & without any objection accommodated by the BA/BAs in their Technical & Price offer submitted against this EoI.

❖ **Clarification of EOI Response**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

❖ **Period of Association/Validity of Agreement**

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.



❖ **Eligibility Criteria for Bidding Business Partner of RailTel**

S No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	
1.	Bidder should be a legally registered entity in India since last 5 (Five) years as on the date of submission of bid. Bidder to submit Documentary evidence of Registration along with the Bid proposal.	1. Certificate of Incorporation 2. GST Registration & TIN (submit copy of GST Filing during the last 3 months in the standard form.) 3. PAN Card 4. ESI & PF certificate with Latest filed return 5. Valid empaneled Letter by RailTel.
2.	Bidder should have an average annual turnover of Rs 42 Crore during last three financial years (FY 2021-22, FY 2022-23, FY 2023-24 or FY 2022-23, FY 2023-24, FY 2024-25) in IT/ITeS/ CCTV on the date of Bid submission.	• Copy of the audited Balance Sheet and Profit & Loss Statement of the company and Certificate from the Chartered Accountant for Turnover with UDIN no. • Bidder to submit their ITR for the last 3 years.
3.	OEM of Desktop Computer shall have overall average annual turnover during last Three financial years (FY 2021-22, FY 2022-23, FY 2023-24 or FY 2022-23, FY 2023-24, FY 2024-25) as on the date of submission of bid for Rs 250.00 Crores And OEM of Desktop Computer should be a legally registered entity in India since last 7 (Seven) years as on the date of submission of bid. Bidder to submit Documentary evidence of Registration along with the Bid proposal.	Certificate issued by the CA for the last three financial years. Certificate should contain UDIN no. issued by ICAI.
4.	Bidder and OEM shall have the positive Financial Net worth for the last Three financial years (FY 2021-22, FY 2022-23, FY 2023-24 or FY 2022-23, FY 2023-24, FY 2024-25)	documentary evidence from company Chartered Account to be provided with UDIN.
5.	Bidders should have executed contracts for similar type IT Infrastructure works that is supply, Installation, Testing, Commissioning and maintenance of Computers / Computer lab / IT Infrastructure satisfactorily completed during the last three (3) years with value of each contract to be at least as per the following	PO Copy/Work Order and its completion certificate to be submitted

	• Single Work Order Value in Rs 15 Crore • Two Work Order, each Work order Value in Rs 9 Crore • Three Work Order, each Work order Value in Rs 6 Crore	
6.	• The Bidder shall submit for the OEM of Furniture, demonstrating prior experience in executing projects involving the supply, installation, and commissioning of furniture within the State of Madhya Pradesh during the last three (3) years. Such projects must have been executed for any of Central/State Government Department/ Institution, Public Sector Undertaking. The Bidder must provide copies of work orders along with work completion certificates, cumulatively amounting to at least Rs 1.00 Crore in any single year during the last three (3) years, as part of the tender submission. • The OEM of the furniture for the items to be supplied, as per the BOQ, shall submit certification from any NABCB-accredited certifying agency complying with the following ISO standards: a. ISO 9001 Quality management Systems b. ISO 14001 Environmental Management System	Related documents to be submitted.
7.	Bidder should give a declaration on its letterhead that it should not be blacklisted/barred (temporary or permanent) and disqualified by any regulator/statutory body/public sector undertaking in India at the time of bid submission.	Undertaking or declaration on company letter head.
8.	Bidder to submit the letter issued by OEM on its letter head mentioning the list of the Service Centre(s) within Madhya Pradesh at the time of bid submission to provide on-site warranty.	Certificates to be submitted.
9.	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney along with Board Resolutions if Company OR partnership agreement mention the authorized signature or if Proprietary confirming the Proprietary evidence the signatory of the Proposal to commit the Bidder.	Related documents to be submitted

10.	Bidder is required to note that the notifications issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Circular No F. No 6 /18/2019-PPD dated 23rd July2020 for land border clause is applicable for this Bid. Any Bidder or OEM from such countries sharing a land border with India will be eligible to Bid only if the Bidder or OEM is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political and security clearance from the Ministries of External and Home Affairs respectively will be mandatory.	Undertaking on company letter head.
11.	Bidder to submit the undertaking on no deviation certificate for the Technical Specifications, Commercial Terms and conditions.	Related documents to be submitted.
12.	Indian Equipment Original Manufacturer (OEM) Of IP Based CCTV Camera only MAKE IN INDIA CLASS -I/CLASS-II local suppliers or their Authorized dealers /Distributors/ Suppliers authorized for this tender (not both) may participate in the bid process as per stipulated terms and conditions of the bid. And Bidder to note that OEM of Desktop Computer must be listed in top 5 companies in IDC India report in all years during the last 5 years.	Submit MAF Document and Class1 & Class2 local supplier.
13.	Bidder and OEM are required to deploy adequate number of qualified manpower during the Installation, Commissioning of Computer lab equipment and training at all the colleges without any additional cost. Bidder to submit an undertaking in this regard.	Related documents to be submitted.
14.	The model quoted by the bidder for Desktop Computer must support both Windows and Linux (Ubuntu/BOSS). The bidder shall provide the latest drivers for both operating systems as per requirement of the Department. The valid Windows and Ubuntu/ BOSS certifications for the quoted model must be publicly available, and copies of these certificates shall be submitted along with the technical bid proposal.	Related documents to be submitted

❖ Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer/Director of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	PAN, GST, TAN Registration numbers	

❖ Evaluation Criteria

- The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.
- The Business Associate qualifying the Eligibility criteria will be selected for exclusive pre- bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
- In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution.
- RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.
- All General requirements mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

❖ **Withdrawal of Bids**

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

❖ **Evaluation Process**

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

❖ **Performance Bank Guarantee**

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks or scheduled banks excluding Co-operative banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 25 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 25 days and up to 50 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 50 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non-submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post

the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (e.g.: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to a particular percentage of the total contract value or as specified in RailTel's end customers tender. All charges whatsoever such as premium, commission, stamp duties etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30 days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

❖ **Rights to Terminate the Process**

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

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

❖ **Payment terms**

RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

- All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.
- The Payments received from end customer will be disbursed Scope wise to the selected BA.
- Payments to selected BAs will be in Arrears only

❖ **SLA/Penalty/LD**

The selected bidder will be required to adhere to the SLA/Penalty/LD matrix as defined in the end Customer organization tender for his scope of work and the SLA/Penalty/LD breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA/Penalty/LD scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA/Penalty/LD breach which is attributable to Partner and will be passed on to the Partner proportionately based on its scope of work.

❖ **Duration of the Contract Period**

The contract shall remain in force for a minimum period of 1 year from the Commercial Operation Date (COD) which will be back-to-back as per end customer Tender/RFP. The effective date will be the day when the Condition Precedents are met. After 1 year, RailTel may extend the agreement as per its end customers' requirements and performance.

Note:

- Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid
- All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back-to-Back as per the end customer RFP/Tender with Bid No.:146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI
- . In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)
- All clauses such as cost involved, payment term, validity, lock in period, etc will be back-to-back as per customer tender
- All required MAFs and other OEM related documents along with end customer consortium partner related documents like Integrity pact, Manpower CVs, etc which are mandatory in RailTel's end customer tender is to be arranged by Selected Bidders before RailTel's submission of Bid in end customer tender.

Annexure 1: COVERING LETTER

(To be submitted by sole Bidder on Letter head)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd.
Plot No. 17, 1st Floor, Raghunath
Nagar, Near Shahpura Police station,
Bhopal MP-462039

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number ____ Dt. ____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory Name:

Designation:

Contact No:

E-Mail Address:

Signature:

Seal of the Organization:

Annexure 2: Self-Certificate & Undertaking

(To be submitted by sole Bidder on Letter Head)

EOI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd.
Plot No. 17, 1st Floor, Raghunath
Nagar, Near Shahpura Police station,
Bhopal MP - 462039

Dear Sir,

Sub: Self Certificate for Tender, Technical, Commercial & other compliances

1. Having examined the technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
5. We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

8. We hereby agree to submit that in case of being selected by RailTel as sole bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
9. We hereby undertake to sign Pre-Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 500/- in the prescribed Format.
10. We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:



Annexure 3: Undertaking for not being Blacklisted/Debarred
(To be submitted by sole bidder on Letter Head)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd.
Plot No. 17, 1st Floor, Raghunath
Nagar, Near Shahpura Police station,
Bhopal MP-462039

Dear Sir,

Subject: Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

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Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 500/-. The paper has to be in the name of the BA) **

I..... (Name and designation) * appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s _____ (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ Dt. _____ of (RailTel Corporation of India Ltd), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA) * and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE ADVOCATE

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by BA. Attestation before Magistrate/ Notary Public.**

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Annexure 5: Draft Non-Disclosure Agreement

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ (“Department”) and _____ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) _____ effective _____ for _____ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

- 5. Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
 - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
 - (c) injury sustained by Department may be impossible to calculate and remedy fully.
- Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
- 6. Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10. Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
- a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
- 11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by

the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ____years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. _____

2. _____

For Company

Name:

Title:

WITNESSES:

1. _____

2. _____

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Annexure 7: Complete EoI Examination & Nil Deviation Certificate

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd.
Plot No. 17, 1st Floor, Raghunath
Nagar, Near Shahpura Police station,
Bhopal MP-462039

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref: EoI Number: _____ Dated: _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

Annexure 8: Back-to-Back Compliance Certificate

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd.
Plot No. 17, 1st Floor, Raghunath
Nagar, Near Shahpura Police station,
Bhopal MP-462039

Sub: Complete back-to-back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____

2) Bid Reference No.: and all of its addendums/ corrigendum's & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back-to-back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

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Annexure 9: Performance Bank Guarantee Format

(For a sum of percentage of the value of the contract as per RailTel's end customer RFP/tender)
(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)
(Final Draft to be confirmed by RailTel Legal before BG issuance)

To
RailTel Corporation of India Ltd.
Plot No. 17, 1st Floor, Raghunath
Nagar, Near Shahpura Police station,
Bhopal MP-462039

WHEREAS:

_____ name and address of Applicant] (hereinafter called "the Applicant") and RailTel (the "Authority") have entered into an agreement (the "Agreement") for Selection of IT Service Provider for Design, Development and Maintenance of Integrated Portal for MSMEs and ERP Solution for MPLUN, Bhopal, Madhya Pradesh Bid Reference No.: 25001-A Bid Issue Date: 09/10/2025, subject to and in accordance with the provisions of the Agreement.

(A) The Agreement requires the Applicant to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Implementation Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs ***** Cr.

(B) We, Through our branch at (The "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Applicant obligations during the {Implementation period /Defects Liability Period and maintenance period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Applicant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in RailTel that the Applicant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Applicant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Applicant is in default shall be final and binding on the Bank, notwithstanding any difference between the Authority and the Applicant, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Applicant for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Applicant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Applicant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Applicant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Applicant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Applicant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Applicant under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the guaranteed amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****\$ unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at SIGNED, SEALED AND DELIVERED For and on behalf of the Bank by:
(Signature) (Name) (Designation) (Code Number) (Address)

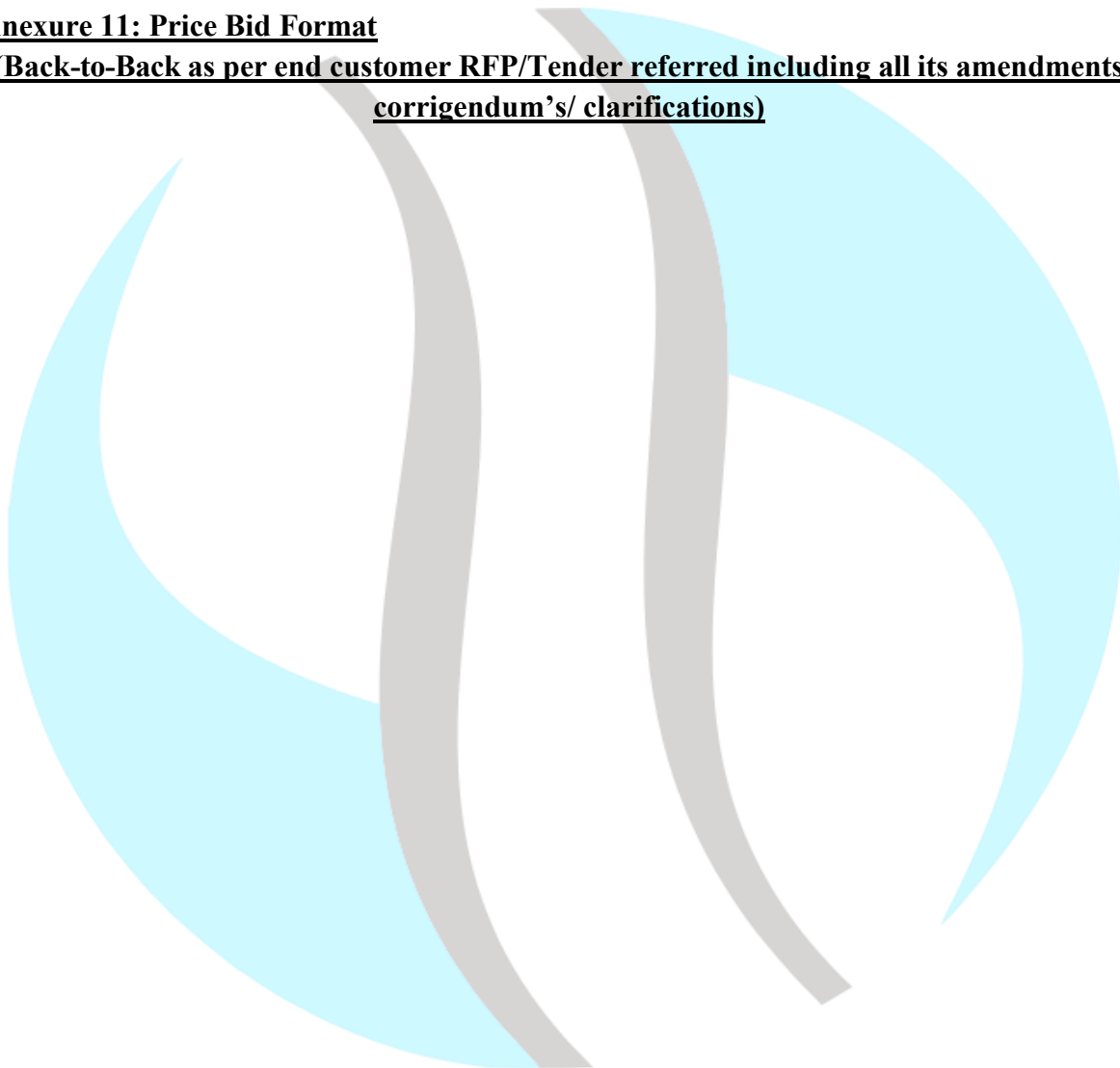
NOTES:

- a. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- b. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch

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Annexure 11: Price Bid Format

**(Back-to-Back as per end customer RFP/Tender referred including all its amendments/
corrigendum's/ clarifications)**



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Annexure 12: BoQ (Back-to-Back as per end customer RFP/Tender)



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**Department of Higher Education
State Project Directorate (RUSA/ MPHEQIP)**

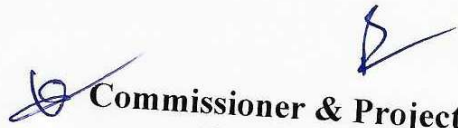
Ref No: 438 /146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI
dated: 05-01-2026

Corrigendum-1

With reference to the Tender published in mp tender e- portal for procurement of Selection of Agency for Supply Installation Commissioning of 20-seater Computer Lab on Turnkey Basis at 323 Govt College under Department of Higher Education Bhopal Madhya Pradesh vide ref. no.: 146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI, MP Tender ID: 2026_HED_475292_1. Due to administrative reason the bid submission end date is extended as below: -

	Initial timelines	Amended timelines
Period of sale of Tender documents starting and End dates	12/01/2026 to 05/02/2026	12/01/2026 to 12/02/2026
Last date for submission of Tender Document online	05/02/2026, 12:00 hours	12/02/2026, 12:00 hours
Time & Date of Opening of Technical Proposal of the Tender	06/02/2026, 15:00 hours	13/02/2026, 15:00 hours

**All other terms and conditions unchanged


**Commissioner & Project Director
State Project Directorate
Higher Education Department**



DEPARTMENT OF HIGHER EDUCATION

GOVERNMENT OF MADHYA PRADESH

Request for Proposals (RFP)

(Two-Envelope Bidding Process)

Procurement of Goods

**Supply, Installation, Commissioning and testing of 20-seater Computer Lab on Turnkey Basis
at 323 Govt College under Department of Higher Education, Bhopal, Madhya Pradesh**

RFP No: 146/SPD/RFP/2025/20-Seater Computer Lab 323 HEI

Issued on: Jan 2026

State Project Directorate (SPD)
Higher Education Department, Madhya Pradesh
Ground Floor, Satpura Bhavan
Arera Hills, Bhopal - 462004,(MP), India
E-mail: spdmpwb@gmail.com

Disclaimer

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

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

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

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

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

Glossary:

Abbreviations	
CA	Chartered Accountant
DHE	Department of Higher Education Madhya Pradesh
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESIC	Employee State Insurance Corporation
GoI	Government of India
GoMP	Government of Madhya Pradesh
GST	Goods and Service Tax
MS	Microsoft
MP	Madhya Pradesh
PBG	Performance Bank Guarantee
PSU	Public Sector Undertaking
SL	Service Levels
SLA	Service level Agreement
AD	Additional Director

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

Tender reference	146/SPD/RFP/2025/ 20 Seater Computer Lab 323 HEI
Period of sale of Tender documents starting and End dates	12/01/2026 to 05/02/2026
Pre-Bid Meeting	19/01/2026, 14:00 hours
Date for Start of submission of Tender Document	26/01/2026, 17:00 hours
Last date for submission of Tender Document online	05/02/2026, 12:00 hours
Time & Date of Opening of Technical Proposal of the Tender	06/02/2026, 15:00 hours
Time & Date of Opening of Financial Proposal of the Tender	The Date shall be informed to the Technically Qualified Bidders
Place of Pre-bid Meeting, Opening of Technical Proposal & for Clarification of Bid Department's address for communication	State Project Directorate (RUSA) Higher Education Department, Madhya Pradesh Ground Floor, Satpura Bhavan Arera Hills, Bhopal -462004,(MP), India E-mail: spdmpwb@gmail.com
Pre-bid meeting	Bidders can attend the Pre-bid meeting online or by physical presence at the place mentioned above on the scheduled date. Online link will be shared 2 days prior to the pre-bid conference in Higher education web site. http://www.highereducation.mp.gov.in
Bid validity Period	180 days from the date of bid submission
Bid security (Earnest Money Deposit)	Rs 80,00,000/- (Eighty Lakh Rupees only)
Selection Criteria	Selection will be based on Technically Responsive and Financially Lowest Bidders. The Department reserves the right to award the contract to one or more bidders through bid-splitting, as detailed in this RFP.

Request for Proposal

(Two-Envelope Bidding Process)

Contract Title: Procurement of Goods- Supply, Installation, Commissioning and testing of 20 seater Computer Lab on Turnkey Basis at 323 Govt College under Department of Higher Education, Bhopal, Madhya Pradesh

RFP Reference No.: 146/SPD/RFP/2025/Computer Lab 323 HEI

1. The Project Director, State project Directorate (SPD, Department of higher Education (DHE), now invites Online Bids from eligible Bidders for Procurement of Goods- Supply, Installation, Commissioning and testing of 20 seater Computer Lab on Turnkey Basis at 323 Govt College under Department of Higher Education, Bhopal, Madhya Pradesh.
2. Bidding will be conducted through <https://mptenders.gov.in/> Portal through National competitive procurement using a Request for Proposal (RFP).
3. Tender document can be downloaded from the website <https://mptenders.gov.in/> free of cost and information of tenders can be viewed in the DHE website <http://www.highereducation.mp.gov.in>.
4. Tenderers submitting the Bids shall pay a non-refundable fee of **Rs 20,000 (Twenty Thousand Only)** towards the cost of Tender Document. Bidders are required to pay Tender Document.
5. Bidders must upload their bid documents through online mode only on the portal <https://mptenders.gov.in/>. Bidders to pay processing fee amount to mp tender portal Online only.
6. EMD shall be submitted online on the eProcurement web site only on or before bid closing date & time. All Bids must be accompanied by a EMD or Bid Security as per the following.

Sl No	Description	EMD Amount to be paid in Rs	Period of Completion
1	Supply, Installation, Commissioning and testing of 20 seater Computer Lab on Turnkey Basis at 323 Govt College under Department of Higher Education, Bhopal, Madhya Pradesh	Rs 80,00,000/- (Eighty Lakh Rupees only)	4 (four) months from the date of Contract award

7. EMD exemption will only be provided as per MP Store and Purchase Rules 2022 to companies registered with MP MSME Department for Manufacturers or Service providers and bidders to submit the Bid security declaration.
8. Bidder shall pay EMD online through Banking Agency of MP tender e-portal **or** in the form of Fixed Deposit or Bank Guarantee and submit along with the Technical Bid proposal at SPD office before Bid Submission end date.
9. EMD in any other form will not be accepted failing which the tender shall be rejected summarily. Bidders who are not providing the EMD along with Bid proposals (Except those who are submitting MP MSME registration) are to be considered as non-responsive bid proposals.

10. All prospect Bidders including MSME registered in any State / UT / GoI are allowed to participate. However, EMD exemption will be provided as per MP Store and Purchase Rules 2022 to companies registered with MP MSME Department. Bidders seeking exemptions for EMD shall submit the Bid security declaration format.
11. Any further corrigendum/ addendum shall be uploaded on the e-procurement portal website: <https://mptenders.gov.in/>.
12. MP Procurement rules 2022 are applicable for this Tender.
13. Department may place Repeat orders against this Contract placed for all items, but in any case, not later than 6 months from the date of this contract signed, provided that the new repeat order does not exceed the originally ordered 50% of the quantity, including any of the items as per the price breakup price.
14. The bidder is responsible for registration on the e-procurement portal <https://mptenders.gov.in/> at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684. bidders shall submit their Proposals electronically on the portal: <https://mptenders.gov.in/>.
15. Bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest.
16. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://mptenders.gov.in/> . DHE will not be responsible for delay in issue of Digital Signature Certificate. If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance. Bidder must positively complete online e-tendering procedure at: <https://mptenders.gov.in/>,
17. DHE shall not be responsible in any way for delay/difficulties/ inaccessibility of the down loading facility from the website for any reason whatsoever.

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Section 1: Instructions to Bidders

1. Introduction

- 1.1 Education is an important instrument for overall growth of any state – leading to holistic progress of the nation. IT related education is crucial because it is the foundation of the modern world. It is no longer a specialized field but a fundamental skill necessary for personal and professional growth. In a technology-driven world, understanding computers is essential for everyday tasks, from online banking and communication to accessing government services. It empowers individuals to navigate the digital landscape safely and effectively. The demand for digital skills is immense across all industries. From data analysis and software development to marketing and finance, computer literacy opens up a vast range of job opportunities and is critical for career advancement. Learning to code or work with software teaches logical thinking and a systematic approach to problem-solving. It trains the mind to break down complex issues into smaller, manageable steps, a skill that is valuable in any field. Computer education provides the tools to create new applications, technologies, and solutions. It is the engine of innovation, allowing people to turn creative ideas into reality and drive technological progress. It connects people globally, enabling collaboration, remote work, and access to a wealth of information and educational resources from anywhere in the world.
- 1.2 The Government of Madhya Pradesh (GoMP) is implementing the Madhya Pradesh Higher Education Quality Improvement Project (MPHEQIP), The main thrust of project will be using funds allocated for eligible government colleges and universities through two windows: (1): Strategic Plan Grants support to HEIs, and (2): Establishment of Centers of Excellence. The Strategic Plan Grants (Window 1) will provide financing to enable colleges and universities to pursue the goals set out in their respective Strategic Plans which will be prepared by all government colleges and university departments under the project. It is expected that through these Plans, institutions will improve institutional performance around quality in HE, equitable access and better capacity utilization, strengthened quality assurance including activities aimed at making students more employable, skills development, and strengthened institutional mechanisms for governance and management. Strategic Plans will be developed through consultations with key stakeholders, especially students and faculty, before being finalized

2. INSTRUCTIONS TO BIDDERS

- 2.1 Bidders are required to carefully read the contents of this document including Technical Capabilities.
- 2.2 Technical Bid documents which are to be uploaded online by the Bidders as per time schedule (key Dates).

- 2.3 Bidders to complete the tender form and provide all the other documents/information in sufficient detail. Submittals from bidders will be evaluated on the basis of their experience and their technical, and financial capability to perform the contract. Poor past performance record such as abandoning of works; blacklisting by any government organization or agency; not properly completing contracts; litigation history, financial failure, etc., may lead to rejection.
- 2.4 All documents must be in English language and each page of the tender document must be signed, numbered & stamped as a token of acceptance of the terms & conditions of the RFP document. Any unsigned and unstamped document will not be considered.
- 2.5 Bidders should note that late or delayed bid proposals will not be accepted in mptender.gov.in portal. And bidder to submit their bid only on mptender.gov.in.
- 2.6 Bidders and/or successful bidder who are/is found to have made any misleading or false representations in the tender including any statements, attachments, document, Performa's & Annexure submitted as proof of the requirements, shall be considered as non-responsive bid proposal and disqualified at any stage of tendering process.
- 2.7 The successful bidder shall have to ensure the following within 15 days of issue of letter of acceptance to avoid cancellation of acceptance.
1. Payment of Security Deposit / Performance Security.
- 2.8 The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their Bid/s for the subject Project/s. The prescribed formats for submission of Bids are as per the Section-4 of the RFP.
- 2.9 The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the prescribed formats.
- 2.10 The Bidder submitting the tender will be considered to have accepted all the terms and conditions and no further terms and conditions will be accepted. No enquiries in written or orally will be entertained with regard to acceptance/rejection of the tender. Any attempt on the part of the tenderer to influence any official/officer of this Organization will disqualify the tender.
- 2.11 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, however Bidders should from their own conclusions about the methodology/ solution needed to meet the requirements of the proposed equipment / items for completion of the bid proposal / project in time as mentioned in the RFP.

- 2.12 All information provided by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the Department based on this RFP.
- 2.13 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred Bidder status by Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- 2.14 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- 2.15 In the event that the Department terminates the contract during the contractual period, the selected Agency shall be entitled for the compensation of the work actually completed and duly accepted by the Department up to the effective date of termination. Such compensation shall be determined in accordance with the applicable Service Level Agreements (SLAs), after adjusting for any delays in execution, deficiencies in performance, or penalties/liquidated damages (LD) to be imposed, if any. The Department shall not be liable for any claims towards loss of anticipated profits, unexecuted work, or any consequential damages arising from such termination.

3. DIRECTIONS TO THE BIDDERS

- 3.1 The bidders shall submit the proposal for the Goods/Services as per scope of work mentioned in this RFP.
- 3.2 The bidders have any doubt about the meaning of any portion of the RFP Scope or find discrepancies / omission in the tender documents issued or shall require clarification on any of the technical aspect, scope of work etc., shall submit the clarification to the Department before 6:00 PM of the pre-bid meeting date as mentioned in the Key dates.
- 3.3 The prospective bidder requiring any clarification on the tender shall submit the Queries in **Editable Word or Excel format along with pdf** as per the format shown:

Clarifications :Technical / Commercial / General				
Page No.	Clause No.	Details of Clarification as per Bid Document	Bidders Query	Clarification by DHE
1	2	3	4	5

- 3.4 The bidders are advised before tendering, to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available. No claim shall be entertained later grounds of lack of knowledge.
- 3.5 The bidder shall incur all expenses related to preparation of the bid proposals, site visits, attending to the meetings with the Department. Proposed items shall be as per the specifications mentioned in the RFP. financial proposal of Technically Nonresponsive bidders will not be opened.
- 3.6 The bidder shall not cause any damage to any equipment /Equipment / or assets of the DHE or HEIs during the Contract period, in any manner whatsoever.
- 3.7 Bidders are reminded that, if necessary, at its sole discretion of Department may ask for any clarification regarding the submitted tender and/or other documents at any stage of the tender process.

4. DEFINITIONS AND INTERPRETATIONS

4.1 DEFINITIONS

- 1 “Agreement”, “Contract” shall mean the agreement entered between the Department and successful Bidder/ the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 2 “Authorised Signatory” of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.
- 3 “Equipment ” means Setting up of required ICT Equipment including Desktops and furniture items as mentioned in RFP for Office/college on turnkey basis.
- 4 “Bidder””, “Vendor”, “Supplier”, “Service Provider”, “Seller” means the respondent to the RFP document and an Entity / Individual who participate in online Bidding.
- 5 “Successful Bidder” refers to the bidder who gets selected by the Department after completion of evaluation process.
- 6 “RFP”. “Tender”, “RFP”, “Bid document’ means the ‘Request for Proposal Document.
- 7 “Bid or Detailed Bid or Proposal” shall mean proposal submitted by the Bidder for the Procurement, in response to this RFP including clarifications and/or amendments to RFP, if any.
- 8 “Bid Security” shall mean the security furnished by the Bidder in the form of Online Payment or as stipulated in the RFP document.
- 9 “Bid Evaluation Committee” shall mean the committee constituted by the Department for evaluating the Bids.

- 10 “The Goods” means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Department or HEIs under the Contract;
- 11 “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance contract and other such obligations of the Supplier covered under the Purchase Contract; and to achieve the objective by implementing contract
- 12 “**Goods**/Solution / Services / Work / System “ , “Solution” or “Work” or “System”, “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance of the Supplier covered under the RFP.
- 13 “Project Location” is 323 colleges under the Department of Higher Education, Madhya Pradesh as per the list enclosed in the RFP document. The final number and selection of colleges may vary based on individual college readiness and availability of civil infrastructure.
- 14 “Department” shall mean Department of Higher Education, Government of Madhya Pradesh
- 15 “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 16 “Commercial /Financial Bid proposal” shall have the meaning as set forth in the RFP document.
- 17 “Due Date” shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.
- 18 “Firm” shall mean a single legal entity, which is a Registered Body.
- 19 “Authority” shall mean the Head of the Department.
- 20 “Letter of Acceptance” or “LOA” means the letter issued by Department to the Successful Bidder to complete the scope of work of the proposed equipment / items in conformity with the terms and conditions set forth in the RFP.
- 21 “Preferred Bidder” shall mean the successful Bidder, whose Bid is declared as technically responsive bid with the lowest price offer quoted for the project as a result of the Bid evaluation process as set forth in this RFP document.
- 22 “Project ” shall mean as mentioned in the scope of work.
- 23 “Project Completion Period” shall mean the total period in which the bidders to complete the scope of work and certified by Authority or its nominated agency.

24 “Technical Criteria” or “Criteria” shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Commercial/ Financial Bid proposal.

25 Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

4.2 INTERPRETATION

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

1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
2. Reference to any gender includes the other gender;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s successors and permitted assignees.
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "Herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;

12. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.
13. Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one Bid (either solely or as consortium member, if permitted) will cause all the proposals with the Bidder's participation to be disqualified.
14. This RFP is not transferable

5. Documents Constituting Bid

The documents constituting the Bid shall be as follows:

5.1 TECHNICAL BID WITH ONLINE SUBMISSION OF BID SECURITY

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

6. Preparation of Bid

6.1 Language of Bid

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

6.2 Bid Currency

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

6.3 Authentication of Bid

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

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

6.4 Validation of Interlineations in Bid

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

7. Bid Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Site Visit

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

9. Venue & Deadline for Submission of Bids

The Bids, in its complete form in all respects as specified in the RFP, must be submitted to online in mptende.gov.in before the bid submission end date.

10. Late Bids

- 10.1 Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever shall not be considered.
- 10.2 The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 10.3 Department shall not be responsible for any delay in uploading the documents through on-line portal. No further correspondence on the subject will be entertained.
- 10.4 Department reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments.

11. Withdrawal, Substitution and Modification of Bids

- 11.1 The Bidder may withdraw, substitute, or modify its bid after submission online prior to the deadline of bid submission date. All documents must be duly signed, page numbers, company seal and proposal to be signed by an authorized representative and shall include a copy of authorization letter (power of attorney).
- 11.2 A notice may also be sent by an electronic means by email, but in this case it should include a scan of the mailing receipt showing both the sender's and receiver's address for the signed hardcopy of the notice, and a scan of the power of attorney.
- 11.3 Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 11.4 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the bid submission form, or any extension thereof agreed to by the Bidder.

12. Financial bid

- 12.1 The bidder shall have to quote Lowest Price Offer in format referred in Price Schedule / Bill of Quantities (BoQ) sheet online.
- 12.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 12.3 Prices shall be quoted as specified in Price Schedule. The breakup of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.
- 12.4 Bidder submitted price shall include for inland transportation, insurance, and other local services required to convey the Goods to their destination. In quoting prices, the Bidder shall be free to use any transportation and may obtain insurance services from any agency.
- 12.5 The Lowest Price Offer shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- 12.6 The bidder shall have to quote rates inclusive of all duties, taxes, royalties, and other levies including GST; and Department shall not be liable for any additional costs over and above the quoted price.

13. BIDDING PROCESS / SUBMISSION OF TENDER

- 13.1 Duly filled and signed Tenders should be submitted online. Proposal shall contain (A) Technical proposal and Financial / commercial Bid proposal, on or before due date as mentioned in RFP.
- 13.2 If the Bidder withdraws his offer before the said date, the earnest money (EMD) will be forfeited in full.
- 13.3 The decision of the Department to this effect shall be final and binding on the tenderer(s). The Technical bid will be opened in front of the Committee, at the Department's Office.
- 13.4 The Bidding document and Contract shall be written in English. All correspondence and other documents pertaining to the Bid/Bid proposals / Contract, which are exchanged by the parties, shall be written in English.

14. Validity of Offer

- 14.1 The Proposal shall remain valid for a period not less than days as mentioned in the Key dates details from the date of opening of technical bid (Offer Validity Period). Department reserves the right to reject any Proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of Department, if needed during the Bid evaluation period.
- 14.2 A bidder agreeing to the request will not be allowed to modify the proposal but would be required to extend the validity of its EMD for the period of extension.

15. Site visit and verification of information

- 15.1 While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality and is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of the RFP will be at the Bidder's own risk and may lead to disqualification of the bid as being non-responsive.
- 15.2 The Scope of work details given in this RFP are based on the Department' Committee recommendations. However, the Bidders shall be wholly responsible for all the details of their Bids, the physical and site conditions, etc. In essence, after the Bid is submitted, the Bidder shall be responsible of all the data, which forms the basis of the Bid and shall have no claims whatsoever on Department or its agencies or its Advisors regarding the accuracy of the information, etc. furnished in the RFP.
- 15.3 It would be deemed that prior to the submission of the Proposal, the Bidder has:
 - a. Made a complete and careful examination of requirements and other information set forth in this RFP document.

- b. Examined all the relevant information as it has received from Department in respect of the project.
- c. Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Contract Agreement, including but not limited to
- d. The Project Site(s)
- e. Availability of suitable materials, manpower and technology.
- f. All other matters that might affect its performance under the Contract Agreement

16. PROJECT SITE

- 16.1 323 Colleges as per the Consignee list attached which are part of Department of Higher Education (DHE), Bhopal , Madhya Pradesh where the Equipment are to be delivered as mentioned in Scope of work for the purpose of implementing the Project. Bidder to note that the present tender is for 20-seater computer lab at 323 Higher Education Institutions/Colleges/Locations. However, at the time of award of the contract, Department may decrease the no. of Higher Education Institutions for Installation of 20-seater computer labs.
- 16.2 Under no circumstances, the bidder shall not use the project site for any purpose other than the purposes of the scope of work as mentioned in the RFP and contract agreement signed.

17. Local conditions

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

18. Amendment of Bidding Documents

- 18.1 At any time before the Deadline for Submission of Bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment.

- 18.2 Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP which shall set forth the said amendments / modifications thereto (hereinafter referred to as the “Addendum(s).” If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids
- 18.3 Department reserves the right to extend the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on Department for the same.

19. Compliant Proposals / Completeness of Response

- 19.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 19.2 Failure to comply with the requirements may render the Proposal non-compliant and the Proposal may be rejected.
- 19.3 Bidders must:
- a. Include all documentation specified in this RFP;
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - c. Comply with all requirements as set out within this RFP.

20. Pre Bid Conference

- 20.1 A pre-bid conference will be held on the date specified in the RFP (Schedule of Bidding Process), as mentioned at the Key dates table at the location specified by Department.
- 20.2 The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project and Project site and RFP document, if any.
- 20.3 Pursuant to the Pre Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.
- 20.4 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting

- 20.5 Department shall not be responsible for ensuring that the Bidders' queries have been received by it. Any requests for clarifications after the indicated date and time may not be entertained by Department.
- 20.6 The Bidders should submit the queries in writing or e-mail and the same should reach to Department at least two (2) working days before the pre-bid conference.
- 20.7 Minutes of the pre-bid conference shall be uploaded in the mptender.gov.in portal.

21. Key Requirements of the Bid

21.1 Right to Terminate the Process-

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

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

22. Joint Venture / Consortiums / Sub-contracting

- 22.1 Joint Ventures or Consortiums: Participation in this tender through joint ventures or consortiums shall not be allowed. Only individual bidders, meeting the eligibility criteria independently, shall be eligible to participate.

22.2 Sub-contracting Permissibility:

Sub-contracting shall be permitted for the limited scope of installation, and commissioning of furniture, and for ancillary works such as electrification and cabling, as defined in the RFP. Any other form of sub-contracting shall not be permissible without the prior written approval of the SPD.

22.3 Responsibility and Liability of the Bidder:

- a) Notwithstanding any subcontracting arrangement, the successful bidder shall remain solely and fully responsible for the execution of the entire project, including the performance, quality, and timely delivery of all contractual obligations.

22.4 No Privity of Contract:

It is expressly clarified that there shall be no contractual relationship between the SPD and any subcontractor engaged by the bidder. The SPD shall not be liable in any manner whatsoever for any obligations, payments, disputes, or liabilities arising between the bidder and its subcontractors.

23. Submission of Bids

- 23.1 The complete bidding process will be online (e-Tendering) in Two cover system. Electronic submission of bids shall be in accordance with the instructions given in the Table below:

Particulars	Instructions
Cover 1 (Technical Proposal)	Proof of submission of RFP Document Fee and Scanned copy of EMD. Bidder to submit all the formats of Covering letter, Bidders information sheets Financial Eligibility criteria documents shall be prepared in accordance with the requirements specified in this RFP document. Experience / work order certificates, completion certificates should be submitted through online bid submission process The Bidder shall furnish documentary evidence / undertakings for all the mentioned requirements along with the technical bid proposal.
Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed by mptender.gov.in of the RFP. Financial Proposal should be submitted online only on www.mpetenders.gov.in

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

23.2 Bid Security (Earnest Money Deposit (EMD))

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

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

23.2.2 If a Bid Security is specified, the Bid security shall be a demand guarantee of the following forms:

- a. Online payment to the mp tender portal,

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

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

23.2.5 The Bid Security may be forfeited

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

23.2.6 If a Bid security pursuant to ITB 23.2.5

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part, or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 30 &31; or furnish a performance security in accordance with ITB 32. The Purchaser may, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as per the decision of Purchaser.

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

24. Bid opening

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

24.2 Department reserves the right at all times to postpone or cancel a scheduled bid opening. Even if required can cancel the existing BID without providing any clarification whatsoever to anyone other than the competent authorized department and can also go for re-bidding at any instance of time in between the period of Bid Sale Start Date to Bid Closing or during the evaluation on before or after the declaration or opening of Financial BID

24.3 Bid opening shall be conducted in 2 (two) stages;

Stage 1 – Technical proposal -Online

Stage 2 - Financial Proposal- online

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

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

25. Disqualification

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

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

26. Taxes

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

27. Preliminary responsiveness

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

- a. It is received as per the format defined in RFP document.
- b. It is received by the Bid Due Date including any extension thereof pursuant to Clauses of this RFP;
- c. It is signed, stamped, all pages are numbered. Scan copy uploaded proposal shall be clearly readable with indexing mentioning the Clauses for each document submitted in the proposal;
- d. It is accompanied by the Earnest Money Deposit (EMD);
- e. It is accompanied by the Power(s) of Attorney, if applicable;
- f. It contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
- g. It quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder;
- h. It does comply with all the Technical specifications and General Terms and conditions;
- i. It does not contain any condition or deviation;
- j. The bidder has submitted all additional information or clarification as sought by Department within the prescribed period;
- k. Bids without duly signed integrity pact;

28. Bid evaluation- technical presentation

- 28.1 Bidders satisfying in support of the Qualification for financial eligibility criteria and Experience will be informed to provide the demo of equipment to the committee appointed by Department for further technical bid evaluation process.
- 28.2 Preliminary Technically Responsive bidders will be informed to provide the Demo of the Equipment to confirm the Equipment offered is exactly as per the Bid Requirements. Noncompliance to the Demo to the Specifications and not attending the demo will be considered as Non-responsive Bid proposal. Demo equipments shall be released by Department on completion of the demo.
- 28.3 Bidders after the demo to the committee, will be thoroughly evaluated by the Department on compliance of pre-qualification criteria / Technical Specifications / Requirements / Scope of Work, demo of equipment. Bidders are expected to submit detailed documentary evidence for in support of the Qualification and Experience the Technical Specifications / Scope of Work, Annexures etc.
- 28.4 Department shall inform the technically responsive Bidders about the date and venue of the opening of the financial proposals.
- 28.5 Bidder's whose lowest financial bid proposal submitted shall be judged as successful bidder and eligible for award of Contract.
- 28.6 At any time during the Bid evaluation process, Department / Committee may seek oral/ written clarifications from the Bidders. The Department / Committee may seek inputs from their professional and technical experts in the evaluation process. Department even may ask for a re-demonstration of the Equipment proposed in the BID to the Bidder

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

- 29.1 Department reserves the right to accept or reject any bid, and to annul the tendering process/ public procurement process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Department action.
- 29.2 Conditional Bids- Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained during pre-bid meeting exercise.

30. Appointment of Bidder

Award criteria

- 30.1 After selection of technically responsive and financially lowest offer submitted by the bidder in terms of clauses of this RFP, a letter of award (the “LOA”) shall be issued. Successful bidder (supplier/ Bidder) shall, within 7 (seven) days of the receipt of the LOA, sign and return the copy of the LOA in acknowledgement as unconditional acceptance thereof.
- 30.2 In the event the acceptance of the LOA duly signed by the bidder is not received by the stipulated date, the department may, unless it consents to extension of time for submission thereof, forfeit the earnest money deposit of such Bidder as damages on account of failure of the Bidder to acknowledge the LOA.
- 30.3 In case the tendering process / public procurement process has not been completed within the stipulated period, Department may like to request the Bidders to extend the validity period of the bid
- 30.4 Issue of letter of acceptance (LOA) shall not be construed as any right given in favor of the Bidder, and department reserves the right to annul the process of award, including signing of contract agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.
- 30.5 Upon issue of LOA to the Bidder, department will release the EMD of all unsuccessful Bidders, as per the online portal process except the successful bidder.
- 30.6 After acknowledgement of the LOA as aforesaid by the successful bidder , it shall cause the bidder to execute the contract agreement within the period prescribed. The bidder shall not be entitled to seek any deviation, modification, or amendment in the contract agreement.
- 30.7 Upon the successful Bidder's furnishing of Performance Bank Guarantee, Department will notify each unsuccessful Bidder and return their EMD.
- 30.8 Department shall reserve the right to negotiate with the Bidder whose bid has been ranked best value bid of the proposed Project basis the evaluation criteria. On this basis the draft contract agreement would be finalized for award and execution.

30.9 Department will be Splitting quantities based on the No. of Locations among L-1 and L-2 as per ratio of splitting L1 -70% of 323 College Locations as mentioned in the BoQ, L2- 30 % of 323 College Locations as mentioned in the BoQ. After technical and financial evaluation and the acceptable reasonable price of L1 bidder would be awarded contract for percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder L2 for price matching. On acceptance of the counteroffer, the Contract will be placed on L2 bidder for percentage indicated in the bid splitting ratio. In case of non- acceptance of the counteroffer by the next L2 bidder, the next higher quoting bidder L3 , a similar Counteroffer shall be made to L3. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by L2/ L3 bidders, the leftover quantity of locations will be allocated to L1 bidder, subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity

31. Performance security

31.1 A Performance Security shall be required.

31.2 The amount of the Performance Security shall be **3% of the total contract Price**, Successful Bidder to submit within 15 days from the date of Work order is issued, Contract Agreement will be signed post submission of the Performance Security, Performance Security shall be valid 60 days beyond the Warranty period.

31.3 The Performance Security shall be in the form of Freely Convertible Irrevocable Bank Guarantee/ Demand Draft issued by one of the Nationalized Banks as acceptable to the Department

31.4 The Performance security shall be in the Indian Rupees currencies of payment of the Contract, in accordance with their portions of the Contract Price.

31.5 Discharge of the Performance Security shall take place:

- a) Commissioner and Project Director
- a) Higher Education Department,
- b) 5th Floor, Satpura Bhavan, Arera Hills
- c) Bhopal (MP), India

31.6 In case, the Bidder fails to submit Performance Security within the time stipulated, the Department at its discretion may cancel the Letter of Award issued to the Bidder without giving any notice and may invoke the EMD of such Preferred Bidder.

- 31.7 No interest will be payable to the tenderer on the Performance Security deposited with the Department
- 31.8 The amount of Performance Security as Security deposit shall be forfeited if the Bidder abandons or fails to perform the contract at any time during the implementation Period. Further, if it is observed at any time during the Contract implementation/ execution & contract period the party has submitted fake/bogus documents in tender to gain the contract then the contract shall be terminated and performance security shall also be forfeited.
- 31.9 The amount of the performance security as security deposit shall be forfeited if the Bidder fails to perform the contract at anytime and in such other events as are elsewhere provided in the contract.
- 31.10 Security during Warranty period:** In addition to the PBG, The Warranty period Security of 2 % of the total contract value in the form of Bank Guarantee , shall be submitted by successful bidder on completion of implementation period. Warranty period Security shall be valid 60 days beyond the Warranty period. This amount of the security during the Warranty period as security deposit shall be forfeited if the Contractor fails to perform the onsite warranty at any time and in such other events as are elsewhere provided in the contract

32. Release of performance security

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

- 32.1 After successful completion of warranty period of this project;
- 32.2 Payment of all the penalties; if any;
- 32.3 If any deficiency noticed at the time of handing over the Bidder has to get rectified/replaced the same at his own cost within 15 days otherwise Department will get it rectified at the risk and cost of the Bidder.
- 32.4 On production of clearance for all applicable dues, if any.
- 32.5 Signing of contract agreement

33. Contract Agreement

- 33.1 The Contract sets forth the detailed terms and conditions for grant of the contract to the successful Bidder, including the scope of the services and obligations.

- 33.2 Subsequent to Department issuing Letter of Award (LOA) to the Bidder, the Bidder shall execute the Contract Agreement with the Department within a period of Fifteen days from the date of issue of the Letter of Award subject to the condition that the Performance Security has been deposited by the Bidder within the prescribed period.
- 33.3 The draft contract agreement is provided in the RFP.
- 33.4 Failure of the Bidder to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the EMD of the Bidder to be liquidated. The Bidder will be liable to indemnify Department for any additional cost or expense, incurred on account of failure of the Bidder to execute the Contract Agreement.
- 33.5 Notwithstanding anything to the contrary mentioned above, Department at its sole discretion shall have the right to extend the time lines for execution of Contract Agreement on the request of the Bidder, provided the same is bona-fide.

34. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP

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

Section 2: ELIGIBILITY CRITERIA

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

35. Financial and legal Capability

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

- 35.1 Bidder should have an average annual turnover of **Rs 83.00 Crore** during last three financial years (FY 2021-22, FY 2022-23, FY 2023-24 or FY 2022-23, FY 2023-24, FY 2024-25) in Information Technology (IT) /IT Infrastructure / IT Enabled services / IT Equipment Sales/ IT Implementation on the date of Bid submission.
- 35.2 OEM of Desktop Computer shall have overall average annual turnover during last Three financial years (FY 2021-22, FY 2022-23, FY 2023-24 or FY 2022-23, FY 2023-24, FY 2024-25) as on the date of submission of bid for **Rs 250.00 Crores**
- 35.3 Bidder and OEM shall have the positive Financial Net worth for the last Three financial years (FY 2021-22, FY 2022-23, FY 2023-24 or FY 2022-23, FY 2023-24, FY 2024-25) documentary evidence from company Chartered Account to be provided with UDIN.
- 35.4 Bidder should be a legally registered entity in India since last 5 (Five) years as on the date of submission of bid. Bidder to submit Documentary evidence of Registration along with the Bid proposal.
- 35.5 OEM of Desktop Computer should be a legally registered entity in India since last 7 (Seven) years as on the date of submission of bid. Bidder to submit Documentary evidence of Registration along with the Bid proposal.

36. Experience

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

- 36.1 Bidders should have executed contracts for similar type IT Infrastructure works that is supply, Installation, Testing, Commissioning and maintenance of Computers / Computer lab / IT Infrastructure to any of the State Govt. / Central Govt. / PSU /Any government undertaking satisfactorily completed during the last three (3) years with value of each contract to be at least as per the following table-

A	Single Work Order Value in Rs or	Rs 30.00 Crore
B	Two Work Order, each Work order Value in Rs or	Rs 17.00 Crore
C	Three Work Order, each Work order Value in Rs	Rs 12.00 Crore

Bidder shall submit a copy of the Contract/Work Order along with the Work Completion Certificate issued by the Client, indicating the payments made. In case the Work Completion Certificate does not specify details of the payments, the Bidder to provide a CA Certificate (with UDIN) confirming the payments received in respect to the said assignment.

- 36.2 Bidder to provide documents for similar type of IT Infrastructure works that is supply, Installation, Testing, Commissioning and maintenance of Computers / Computer lab / IT Infrastructure for any State Govt. / Central Govt. / PSU /Any government undertaking in which the project shall have completed at-least 1 year of O&M period, in last 3 years from the date of Bid submission.

The Bidder to provide supporting documents such as Client Certificate clearly demonstrating that the project has completed the requisite one (1) year of O&M period.

- 36.3 Bidder should have executed contracts for Desktop computer supply, Bidder to submit the documentary evidence along with the Bid proposal confirming the cumulative orders of **minimum 600 no.** in any One Year during the last three (3) years period on the date of Bid submission to any State Govt. / Central Govt. / PSU /Any government undertaking.
- 36.4 The Bidder shall submit for the OEM of Furniture, demonstrating prior experience in executing projects involving the supply, installation, and commissioning of furniture **within the State of Madhya Pradesh** during the last three (3) years. Such projects must have been executed for any of Central/State Government Department/ Institution, Public Sector Undertaking. The Bidder must provide copies of work orders along with work completion certificates, cumulatively amounting to **at least Rs 1.00 Crore** in any single year during the last three (3) years, as part of the tender submission.

37. Other Evidences

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

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

- 37.2 Bidder should give a declaration on its letterhead that it should not be blacklisted/barred (temporary or permanent) and disqualified by any regulator/statutory body/public sector undertaking in India at the time of bid submission.
- 37.3 Bidder should provide registrations with PAN, valid GST Registration Certificate and Bidder to submit copy of GST Filing during the last 3 months in the standard form.
- 37.4 Bidder to submit their ITR for the last 3 years
- 37.5 Bidder to submit the letter issued by OEM on its letter head mentioning the list of the Service Centre(s) within Madhya Pradesh at the time of bid submission to provide on-site warranty.
- 37.6 Bidder to submit along with the Bid proposal the Documentary evidence of **ink signed** Manufacture Authorization for – Desktop Computer, UPS, Multi-function printer, Furniture (Computer desk & Chair) exclusively mentioning Bid reference. Authorization certificate provided shall be Exclusive for this Tender Reference no. and Certificate validity to be till the Validity of Bid including its Extension period.
- 37.7 Bidder to provide the confirmation on Project Plan/timeline as per the RFP and submit its project plan, Equipment specifications and any other details pertaining to the procurement along with the Technical Proposal.
- 37.8 Bidder is required to note that the notifications issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Circular No F. No 6 /18/2019-PPD dated 23rd July2020 for land border clause is applicable for this Bid. Any Bidder or OEM from such countries sharing a land border with India will be eligible to Bid only if the Bidder or OEM is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political and security clearance from the Ministries of External and Home Affairs respectively will be mandatory.
- 37.9 Bidder and OEM are required to deploy adequate number of qualified manpower during the Installation, Commissioning of Computer lab equipment and training at all the colleges without any additional cost. Bidder to submit an undertaking in this regard.
- 37.10 Bidder to submit the undertaking on no deviation certificate for the Technical Specifications, Commercial Terms and conditions.
- 37.11 Bidder and OEM requiring any clarification on the tender shall submit the Queries in Editable Word format along with pdf in the format as per RFB document. Queries in any other form will not be accepted.

- 37.12 Bidder those are opting for exemptions as per MP SPR 2022 procurement rules to submit the undertaking in lieu of EMD/ Bid security the Bid security declaration as per format attached.
- 37.13 In consonance with the MP Financial Code volume II Appendices 5 clause 33(A) (ii) - Bidder to submit along with the Bid proposal the Undertaking that once contract is Awarded to the Technically Responsive and Financially Lowest L1 offer, the Contract price for the Computer Lab shall be valid for Minimum 6 months and the validity of the Contract Price may be extended for an additional period of six (6) months, subject to mutual written consent of the Selected Bidder. The SPD, reserves the right, at its sole discretion, to award additional work up to fifty percent (50%) of the originally awarded Contract value/quantity for the setting up of Computer Lab Equipment, at the same rates, terms, and conditions, including any of the items as specified in the BOQ break up sheet. Further, with the prior approval of the SPD, the Colleges/ Universities under WB/RUSA/PM USHA schemes of the said Department may place orders directly on the selected vendor for any of the item in the BOQ sheet. In such cases, payment obligations arising out of such orders shall rest with the respective Colleges and Universities.
- 37.14 The Bidder / OEM shall provide a declaration on their official letterhead confirming technical compliance of all proposed equipment as per the specified requirements, clearly mentioning the respective model numbers. The product catalogue must be attached with the bid proposal referring the page number of the brochure, and the same should also be accessible on the OEM's official website. Any deviation from these requirements will render the bid non-responsive. Along with the technical proposal, the Bidder must submit the model name and number for each item, accompanied by the relevant OEM brochure/catalogue.
- 37.15 The model quoted by the bidder for Desktop Computer must support both Windows and Linux (Ubuntu/BOSS). The bidder shall provide the latest drivers for both operating systems as per requirement of the Department. The valid Windows and Ubuntu/ BOSS certifications for the quoted model must be publicly available, and copies of these certificates shall be submitted along with the technical bid proposal.
- 37.16 Bidder to note that OEM of Desktop Computer must be listed in top 5 companies in IDC India report in all years during the last 5 years.
- 37.17 The Bidder to submit the ISO 9001 - Quality Management System certificate
- 37.18 The OEM of the furniture for the items to be supplied, as per the BOQ, shall submit certification from any NABCB-accredited certifying agency complying with the following ISO standards:

- a. ISO 9001 Quality management Systems
 - b. ISO 14001 Environmental Management System
- 37.19 The Bidder shall submit the financial bid inclusive of all prevailing duties, taxes, royalties, levies, and GST in the BOQ sheet. GST shall be payable as per applicable Government rules. Under no circumstances the financial bid be submitted along with the technical bid. Any bidder submitting the financial proposal along with the technical proposal shall be disqualified.
- 37.20 Bidder to note that the Department will be Splitting quantities based on the No. of Locations among L-1 and L-2 as per ratio of splitting L1 -70% of 323 College Locations as mentioned in the BoQ, L2-30 % of 323 College Locations as mentioned in the BoQ. After technical and financial evaluation and the acceptable reasonable price of L1 bidder would be awarded contract for percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder L2 for price matching. On acceptance of the counteroffer, the Contract will be placed on L2 bidder for percentage indicated in the bid splitting ratio. In case of non- acceptance of the counteroffer by the next L2 bidder, the next higher quoting bidder L3 , a similar Counteroffer shall be made to L3. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by L2/ L3 bidders, the leftover quantity of locations will be allocated to L1 bidder, subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.
- 37.21 Indian Original Equipment Manufacturer (OEM) of Desktop Computer only MAKE IN INDIA CLASS -I/CLASS-II local suppliers or their Authorized dealers /Distributors/ Suppliers authorized to this tender (not both) may participate in the bid process as per stipulated terms and conditions of the bid. The class-I and class-II local supplier, shall be required to provide a certificate from the statutory auditor or cost auditor of the company i.e (OEM) with regard to their eligibility for categorization as class-I/class-II supplier. If a bidder submits bid on behalf of the OEM than the same bidder shall not submit a bid on behalf of another OEM in the same tender for the same item/product. In a tender, either the Authorized Dealer/Distributor/Supplier of OEM or OEM can submit bid, but both cannot submit bid simultaneously for the same item/product in the same tender. If bidder is authorized dealers/distributors/suppliers of OEM than inked signed authorization letter from manufacturer (OEM) for respective items must be uploaded in prescribed proforma 9. Manufacturer's Authorization of RFP.
- 37.22 Bidder to note and provide and undertaking accepting that the present tender is for 20-seater computer lab at 323 Higher Education Institutions/Colleges/Locations. However, at the time of award of the contract, Department may decrease the no. of Higher Education Institutions for Installation of 20-seater computer labs.

38. Evaluation Criteria

38.1 The Department shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Department shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:

- a. Preliminary evaluation will be carried out based on the financial eligibility and Experience criteria, other documentary evidence defined in the section 2, Eligibility Criteria. Bidder /OEM's financial eligibility and Experience criteria, other documentary evidence shall be evaluated on Item wise basis and the Financial Lowest on the respective items.
- b. Technical and Financial evaluation is based on as per the Eligibility, Work experience criteria.
- c. Bidder who are preliminary technically responsive will be informed, if required, to provide the Demonstration of equipment whenever required at Bhopal Office.
- d. Preliminary technically responsive bidders will be informed to provide the Demo, if required, the Equipment to confirm the offered Equipment is exactly as per the Bid Requirements. Noncompliance to the Demo to the Specifications and not attending the demo will be considered as Non-responsive Bid proposal. Demo equipment shall be retained with Department till the Financial bid proposal are opened and unsuccessful bidder's demo equipment shall be released after the financial bid opening.
- e. Bidders' proposal, who are qualified in the demo, if conducted, shall be considered as responsive and will be eligible for opening the financial bid proposal.
- f. Among the bidders who are technically responsive, the bidder quoting the lowest cumulative financial bid for all items (on item-rate basis) shall be designated as L-1 and shall be awarded the bid in accordance with the 70%–30% bid-splitting clause, as mentioned in the RFP document.

g. Commercial Evaluation process

- (a) The financial Bids of only the technically qualified bidders will be opened by the for evaluation in the presence of the bidder's representatives.
- (b) The bid value shall include all taxes and levies, including GST (Goods and Services Tax), and shall be in Indian Rupees (₹).

- (c) Any conditional bid would be rejected.
- (d) If there is a discrepancy between words and figures, the amount in words will prevail.
- (e) Results of the financial Bid opening will be published on the mp tenders portal in determining bidder that offer of the Technically Responsive and the total Financially lowest evaluated cost to the Department shall be judged as Eligible for Contract Award.

Section 3: GENERAL CONDITIONS

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

1. The bidder shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the service of proposed equipment and the consequential claim or claims shall be borne by the bidder who shall indemnify the Department in respect of any such claim or claims.
2. **Proprietary Data/ Patent Rights**
 - i) All documents, reports and other information provided by Department or submitted by the Bidder to Department shall remain or become the property of the Department. The Bidder, as the case may be, are to treat all information as strictly confidential. Department will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to Department in relation to the project shall be the property of Department.
 - ii) The Bidder shall protect the intellectual property that they own or control (e.g., general professional experience, tools or third-party software) and that is reflected in deliverables. The Bidder shall specifically preserve the right to use the methodology or the material underlying it for other engagements, as long as Bidder do not use or disclose Department confidential or pre-existing proprietary information.
 - iii) Patent Rights

- a. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India or abroad, the bidder shall act expeditiously to extinguish such claim. If the bidder fails to comply and the Department is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Department will give notice to the bidder of such claim, if it is made, without delay.
- b. The Department will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

3. Roles & responsibilities

- a) Department - Department agrees to observe, comply and perform the following:
 - i. The Bidder shall provide the access for implementation of the scope of work at the locations provided by Department. Any violation shall result in immediate cancellation of the contract without any prior notice.
 - ii. Department shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for the Bidder within Department office and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project;
 - iii. At the end of the Contract Period, all rights given to the Bidder shall be terminated automatically.
 - iv. Department shall provide single window clearance, where Department has full control and jurisdiction, to the Bidder for the purpose of this RFP document.
- b) The Bidder role, responsibilities and obligations relating to the Project are provided herein below:
 - i. The bidder shall acquaint him of all the site condition.
 - ii. The Bidder will be responsible for the goods/services as required in the scope of work mentioned under this RFP document.

- iii. The Bidder shall appoint one or more experienced & qualified Project Manager suitable during the tenure for the project to act as point of contact for the Department within the Bidder organization. It is clarified that information of such Project Manager shall communicated in writing by the Bidder to Department within 15 (fifteen) working days from the Contract agreement date.
- iv. The Bidder shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the Project.
- v. The Bidder shall be responsible for damage caused to the public/property at the time of Implementation/ installation: Department shall not be responsible or liable or made a party to any damages or accidents which may happen at the site.
- vi. Any damage to other services arising due to installation or execution or repair or maintenance work by the Bidder, shall have to be addressed by the Bidder within 7 days and rectified maximum within 30 days. Beyond the specified tenure, Department may take disciplinary actions such as fine, termination, blacklisting or combination of all with forfeit of PBG.
- vii. If circumstances for delay is beyond the control of the bidder which is acknowledged by the Department, then competent authority may have right to take necessary decision in the matter. Disciplinary actions are subjected to the jurisdiction of Commissioner Higher Education, GoMP.
- viii. The bidder hereby agrees and undertakes that during the execution of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 (Both the State and Central Minimum Wages act must be adhered. In case of any contradiction, Higher Minimum Wages must be followed. It is to be noted, In NO CASE, DHE shall be liable or be a party to any claim / penalty from any Law Enforcement Agencies / Statutory bodies for default / non-adherence to minimum wages act. The finalized Bidder shall be solely responsible for any default / non-adherence to minimum wages act and subsequent legal actions / penalties).

4. Payment terms

(a) Advance Payment: -Not Applicable

(b) Milestone Payment schedules as per following:

- i. Advance Payment: -Not Applicable.
- ii. 90% of the Unit Value shall be paid by SPD, Bhopal on acceptance of completion of the Supply, Installation, and Commissioning of Equipment/items set up as per the scope of work by the respective colleges.
- iii. Balance 10% of the Unit Value shall be paid by SPD, Bhopal after 3 months of Acceptance of the Equipment/item setup by the respective Colleges.
- iv. TDS at applicable rates will be deducted at source before releasing the payment.

(c) In the event that the Department terminates the contract during the contractual period, the selected Agency shall be entitled for the compensation of the work actually completed and duly accepted by the Department up to the effective date of termination. Such compensation shall be determined in accordance with the applicable Service Level Agreements (SLAs), after adjusting for any delays in execution, deficiencies in performance, or penalties/liquidated damages (LD) to be imposed, if any. The Department shall not be liable for any claims towards loss of anticipated profits, unexecuted work, or any consequential damages arising from such termination.

(d) Details of Documents to be furnished by the Bidder to the respective college:

1. Supplier's Invoice (2 copies)
2. Packing List (2 copies)
3. Manufacturer's or Supplier's warranty certificate (1 copy)
4. Third party Inspection certificate issued by nominated inspection agency (1 copy)
5. Supplier's factory shipping details, (1 copy)
6. Verification certificate/report issued by nominated DHE officer (1 copy)

5. Liquidity damages / Penalties for Delay

SPD will impose the LD during the agreed contract and maintenance/ warranty period as per following:

- i) LD for the delay in the implementation of Computer lab equipment @0.5% per week per location cost shall be applicable as mentioned in the contract for the undelivered equipment at locations beyond the agreed implementation period.
- ii) During maintenance period, if the issues are not responded within 3 days (72hrs) then LD shall be imposed @0.5% of the equipment cost per week delay in resolution shall be applicable. The LD imposed due to non-resolving of issues related to equipment during the 3 years warranty period can be recovered during any definite interval within these 3 years (Department's discretion) by either informing the Bank to deduct the amount from the Bank guarantee submitted (issued by the bank on behalf of the Bidder for the purpose of PBG) , thereby informing the Bidder to submit the PBG for re-instating of the same by the additional amount that will be deducted from the PBG. Bidder to either recoup the PBG or submit the LD amount within the time period informed from the department. If the issues are not resolved within one month, then disciplinary actions shall be initiated which may include Termination of contract by department.
- iii) LD is subjected to maximum of 5% of the Contract Value both put together for project implementation and Maintenance of Equipment.
- iv) The Bidder shall provide the contact details (phone number and email) of all OEM service centers across the state. These details will be shared with the respective colleges and colleges shall raise the tickets to the respective OEM for any of the equipment non-functioning during the warranty period. The SPD will further instruct the colleges to send an intimation copy to the SPD for monitoring purposes. Additionally, the Bidder must maintain a real-time MIS of all reported issues and share the same with the Department as and when required. As per the above clauses, if applicable, Liquidated Damages (LD) shall be imposed. The LD will be subject to a maximum of 5% of the Contract Value (covering both delivery of equipment and warranty obligations), calculated at 0.5% per week or part thereof for the period of delay.
- v) However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.

6. Time Extension-

Based on the recommendations of the Executive Committee (Karyakari Samiti), approval shall be granted by the Competent Authority on a case-to-case basis, with or without the imposition of a fine for delay.

7. Decision Authority:

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

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

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

9. Compliance to rules, regulations, instructions, and statutory provisions

- i) It will be the responsibility of the Bidder to ensure the compliance of all the instructions/provisions issued time to time by Department or Colleges or any other department of the M.P. Govt., or any other authority are strictly adhered to. Any violation of any lawful provision will be treated, as a violation of the terms and conditions of contract and action will be taken against the Bidder as per provision of the contract.
- ii) Bidder responsibility for public liability and against all claims, act losses, Insurance etc
- iii) The Bidder shall indemnify the Department against all claims, actions, demands, losses, charges, and cost of expenses, which the Department has to incur, or which may occur on account of infringement of any of these conditions by the Bidder or on any other account whatsoever. The Bidder shall obtain a public liability policy of insurance in respect of Department allotted to him.

10. INDEMNITY

- i) The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Department about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Department and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

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

11. Termination of contract on breach

i) By department

- a) The Department may, by not less than 30 (Thirty) days' written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:
 - a) the Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clauses of this RFP here in above, within 30 (Thirty) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - b) the Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - c) the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clauses of this RFP hereof;
 - d) the Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the Bidder knows to be false;
 - e) any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading;
 - f) As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 30 (Thirty) days; or
 - g) The Department, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
 - h) It is further agreed that the Bidder shall not commit any breach of the terms and conditions of the agreement and in the unlikely event of any other breach, the Department shall give notice calling upon the Bidder to rectify/remedy the breach, to satisfy the Department about there being no breach and satisfy the Department within a period of 30 days from the date of notice otherwise the Department shall be entitled to terminate the agreement without giving any further notice and in that event the Department shall be entitled to recover all its dues which can be adjusted from the dues of Bidder if any found due to him.

ii) By Bidder

- a) The Bidder may, by not less than 30 (Thirty) days' written notice to the Department, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:
 - b) The Department fails to pay any money due to the Bidder pursuant to this Agreement and not subject to dispute pursuant to Clauses of this RFP hereof within 30 (Thirty) days after receiving written notice from the Bidder that such payment is overdue.
 - c) the Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30(Thirty) days (or such longer period as the Bidder may have subsequently granted in writing) following the receipt by the Department of the Bidder's notice specifying such breach.
 - d) As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 30 (Thirty) days; or
 - e) The Department fails to comply with any final decision reached as a result of arbitration pursuant to Clauses of this RFP hereof.
- iii) The Bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:
- 1. In the event of this agreement comes to end on account of termination or by the expiry of the term / renewed term of the agreement or otherwise, the Bidder shall render all reasonable assistance and help to the Department and to any new service provider engaged by the Department, for the smooth switch over and continuity of the services.
 - 2. In the event of failure of the bidder to render the service, without prejudice to any other right the Department shall have as per this agreement, the Department at its sole discretion may make alternate arrangements for getting the services from any other source. And if the Department gives a prior notice to the bidder before availing such service from any other alternative source, the bidder shall be liable to reimburse the expenses, if any incurred by the Department in availing such services from the alternative source

12. Acceptance / rejection of tender.

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

13. Jurisdiction of court

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

14. Entire agreement

- i) The Bidder will have to enter into an agreement with the Department for the proper fulfilment of the contract on lines similar to terms of the tender or as modified or added by Department. Such tenderer shall have to furnish non-judicial stamp paper Rs.500/- issued by within ten days from the date of issue of offer letter.
- ii) A Contract Agreement shall be executed only on furnishing the Performance Security as per clause of Performance Security.
- iii) All documents submit by Bidder at the time of Tender will be the part of Contract Agreement.
- iv) This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Bidder arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- v) Without prejudice to the generality of the provisions of above Clause, on matters not covered by this Agreement, the provisions of RFP shall apply.
- vi) Department may place Repeat orders against this Contract placed for all equipments ,but in any case, not later than six months from the date of this contract signed, provided that the new repeat order does not exceed the originally ordered 50% of the quantity.

15. Force majeure

i) DEFINITION

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

- ii) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- iv) No breach of agreement under Force majeure
 - a) The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- v) Measures to be taken
 - i. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
 - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
 - iii. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- vi) Extension of time due to Force Majeure
 - a) Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- vii) PAYMENTS due to Force Majeure
 - a) During the period of its inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

viii) **CONSULTATION**

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

16. DISPUTES

- a. If any dispute or difference or claims of any kind arises between the Parties in connection with implementation/ execution, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the Photocopying services or the rights, duties or liabilities of any Party under the Contract Agreement, whether before or after the termination of the Contract Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage.
- b. The Commissioner, Department of Higher Education shall chair the Dispute Settlement Committee. The authorized representative of the Bidder will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Additional Chief Secretary, Higher Education, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties.
- c. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the Bidder of its liability to continue make the payment as stipulated in the Contract Agreement.

17. Arbitration & Jurisdiction

- i) All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration.
- ii) The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

- iii) Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Bhopal, Madhya Pradesh, India only. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Bhopal, Madhya Pradesh, India only.

18. Limitation of Liability

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for :

- i) IP Infringement indemnity
- ii) Bodily injury (including Death) and damage to real property and tangible property caused by bidder's gross negligence.
- iii) For the purpose for the section, contract value at any given point of time, means the aggregate value of the Contracts placed by Department on the bidder that gave rise to claim, under this RFP. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement.

19. Non-disclosure Agreement

- i) Bidder shall sign a non-disclosure agreement will also be a part of the Contract agreement to agree not to disclose certain proprietary or confidential information explicitly outlined in the agreement before commencement of the project.

20. Survival

- i) Any provision of the Contract / Agreement which, either expressly or by implication, survive the termination or expiration of the Contract / Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, nondisclosure in the same manner as if the present Contract / Agreement is valid and in force and effect.
- ii) The provisions of the clauses of the Contract / Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract / Agreement and in relation to confidentiality, the obligations continue to apply unless SIDBI notifies the Vendor of its release from those obligations.

21. Right to Alter Quantities

- i) The Department reserves the right to alter the quantities as per MP SPR 2022 rules. The Department also reserves the right to delete one or more items from scope of work specified in the RFP.

22. Compliance in obtaining approvals / permissions / licenses

- i) The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project.
- ii) In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Department and its employees / officers / staff / personnel / representatives / agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Department will give notice of any such claim or demand of liability within reasonable time to the bidder.

Section 4: Bidding Forms

39. Letter of Bid – Technical Part

(To be submitted by Bidder on Company letter head)

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

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

Request for Proposal details: *[insert identification]*

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

To:

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- a. the Technical Part, and
- b. the Financial Part

In submitting our Bid, we make the following declarations:

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

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

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

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

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

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

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

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

40. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's registration: <i>[insert actual of registration]</i>
3. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Address in registration: <i>[insert Bidder's legal address of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Mobile/Fax numbers: <i>[insert Authorized Representative's telephone/Mobile / fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, ☐ In case of state-owned enterprise or institution, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Department 7. Included are the organizational chart, a list of Board of Directors,

41. Price Schedule Forms

The Bidder shall fill in Price Schedule forms in accordance with the e portal BOQ format and submit online. Prices quoted shall be inclusive of Taxes, duties, including GST, and on services to be provided at SPD office, Bhopal

Indicative financial proposal Format is attached for information to bidders at Section 7. (Financial shall be uploaded online on mptender.gov.in)

42. Form of Bid Security

E-portal online payment

(Bank Guarantee)

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

[Guarantor letterhead]

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

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

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

Date: *[Insert date of issue]*

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

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

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

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

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

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

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

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

[Signature(s)]

Name:

Designation:

Employee ID No:

Bank E mail id:

Employee e mail ID

Phone No:

Bank IFSC code:

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

43. AFFIDAVIT FOR NO BANNING / BLACKLISTING / DELISTING

(TO BE EXECUTED ON COMPANY LETTER HEAD)

Name of the Bidder –

Tender No. –

Tender Issuing Authority :

1. It is to declare that on the date of bid submission i.e. (indicate date) We
(Name of the Bidder/Company) are not banned/blacklisted/delisted by any of the
Central/State Departments/PSUs/ Government of Madhya Pradesh for any reason and
nothing have been concealed in this regard.
2. I/We hereby further declare that none of my/our sister-concern/group/partnership
concerns/associate concerns are participating in this tender.

Place:

Date:

Yours faithfully,

Signature of the bidder with seal

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

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

(To be executed on the Bidder's Letter Head)

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

1. If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
2. If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

45. No Deviations from Terms and Conditions of Bid Document

(To be furnished on Company letterhead of the Bidder)

To:

[Client Name]

[Address]

Dear Sirs,

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

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

Thanking you,

Yours faithfully,

(Seal and Signature of the Bidder)

Date: _____

Name and Designation: _____

Place: _____

Address and Contact:

46. Bidder undertaking for 1 Year of completion of O& M

To:

[Client Name]

[Address]

Dear Sirs,

With reference to above, this is to confirm that, I/We(Insert Name and Address of Bidder) am/are submitting this undertaking of that we had executed the [Project Name] -----to the -----State Govt. /-----Central Govt. /-----PSU in which the project have completed 1 year of O&M period from the date of Implementation (Date, Month, Year)----- in last 7 years from the date of Bid submission.

We hereby confirm our unconditional acceptance to all terms & conditions, compliance to technical specification. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Seal and Signature of the Bidder)

Date: _____

Name and Designation: _____

Place: _____

Address and Contact: _____

47. Manufacturer's Authorization (Ink signed Certificate)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so, indicated in the RFP.]

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

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Department]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract. This Authorization is Exclusive for this Tender or / Valid for the period ----(date)----(Month)-----(Year)

We hereby extend our full guarantee and warranty in accordance with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

48. Bidder undertaking for Additional SPD Orders

To:

[Client Name]

[Address]

Dear Sirs,

With reference to above, this is to confirm that, I/We(Insert Name and Address of Bidder) am/are submitting this undertaking of that once contract is Awarded to the Technically Responsive and Financially Lowest L1 offer, the Contract price for the Computer Lab shall be valid for Minimum 6 months and the validity of the Contract Price may be extended for an additional period of six (6) months, subject to mutual written consent . Bidder accepts for the SPD, at its sole discretion, to award additional work up to fifty percent (50%) of the originally awarded Contract value/quantity for the setting up of Computer Lab Equipment, at the same rates, terms, and conditions, including any of the items as specified in the BOQ break up sheet. Further, Bidders accepts , with the prior approval of the SPD, the Colleges/ Universities under WB/RUSA/PM USHA schemes of the said Department , Colleges may place orders directly on the selected vendor for any of the item in the BOQ sheet. In such cases, payment obligations arising out of such orders shall rest with the respective Colleges and Universities.

We hereby confirm our unconditional acceptance to all terms & conditions, compliance to technical specification. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Seal and Signature of the Bidder)

Date: _____

Name and Designation: _____

Place: _____

Address and Contact:

49. Bidder undertaking for certifications Windows and Linux (Ubuntu/ BOSS). To be furnished on Company letterhead of the Bidder)

To:

[Client Name]

[Address]

Dear Sirs,

With reference to above, this is to confirm that, I/We(Insert Name and Address of Bidder) am/are submitting this undertaking of that the model quoted for Desktop Computer shall support both Windows and Linux (Ubuntu/BOSS). We provide the latest drivers for both operating systems as per requirement of the Department. The valid Windows and Ubuntu certifications for the quoted model is publicly available, and copies of these certificates are submitted along with the technical bid proposal.

We hereby confirm our unconditional acceptance to all terms & conditions, compliance to technical specification. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Seal and Signature of the Bidder)

Date: _____

Name and Designation: _____

Place: _____

Address and Contact:

Section- 5 - Schedule of Requirements

50.SCOPE OF WORK/SERVICE

- A.** Supply of equipment as per Specifications of the Goods and other details are Attached as per the RFP mentioned.
- B.** Bidder to note that the present tender is for 20-seater computer lab at 323 Higher Education Institutions/Colleges/Locations. However, at the time of award of the contract, Department may decrease the no. of Higher Education Institutions for Installation of 20-seater computer labs.
- C.** It is to be noted that the number of colleges may vary at the time of contract award based on the individual college readiness and availability of civil infrastructure for commissioning of 20 seater computer lab.
- D.** The successful bidder shall be solely responsible for design, supply, transportation, unloading, installation, testing, commissioning, integration, training, documentation, and warranty support of the complete computer lab.
- E.** Turnkey Responsibility - This project shall be executed on a complete turnkey basis. The successful bidder shall be fully responsible for all activities, whether explicitly mentioned or not, that are required to make the computer lab fully operational. No additional cost shall be payable for any item, activity, or service essential for successful implementation of the computer lab.
- F.** Pre-Implementation Activities
 - i) Site Survey and Assessment
 - ii) Conduct a detailed physical site survey at each allotted college
 - iii) Assess: Room dimensions and layout, Existing electrical infrastructure, Earthing availability, LAN/internet availability, Furniture placement and ergonomics, Prepare site survey report and implementation plan
 - iv) Lab Layout & Design - Prepare lab layout drawings including: Computer desk placement, Electrical points, LAN points, Instructor desk and networking rack placement, Layout shall be approved by the college authorized representative before execution
 - v) Supply of Hardware and Equipment- The bidder shall supply brand new, unused, latest models of all items.
 - vi) All furniture shall be: Heavy-duty, Ergonomically designed, Suitable for educational institutions.

- G. Transportation & Logistics** - Transportation of all equipment, furniture, and materials to respective colleges, Loading, unloading, shifting to the lab location, Any damage during transit shall be sole responsibility of the bidder, No extra cost shall be payable for transportation and logistics.
- H. Electrical Works (Complete Responsibility)** - The bidder shall execute complete electrification of the computer lab including: Power Supply & Distribution, Main power distribution board (if required), Dedicated power points for each computer, Separate power points for: Instructor system, Printer, UPS, Network rack, Modular switches and sockets.
- I. Cabling-** Concealed or surface electrical cabling using ISI-marked copper wires, Proper cable management and labeling.
- J. Earthing & Safety-** Proper earthing for: All computer systems, UPS, Network, Compliance with electrical safety norms, MCB/RCCB installation for protection
- K.** All electrical works shall comply with CPWD / State PWD / Electrical Safety norms.
- L. Networking & Structured Cabling-** Complete LAN cabling using CAT-6 or higher, Installation of: Network switch, Patch panel, Faceplates and I/O ports, Rack mounting and dressing of cables, Network labeling and documentation, Configuration of LAN ensuring connectivity between all systems
- M.** Installation & Integration- Installation and placement of all furniture, Installation of desktops, monitors, peripherals, Installation of UPS and power systems, Integration of hardware, electrical, and network components, Ensure ergonomic alignment and clean aesthetics
- N. Software Installation & Configuration-** Installation of operating systems (StF), Installation of device driver, Installation of basic educational / utility software (as specified), System optimization and standardization.
- O. Testing & Commissioning-** The bidder shall perform comprehensive testing including: Power-on testing of all systems, Network connectivity testing, UPS backup testing, Peripheral functionality testing, Load testing (simultaneous operation of all systems)
- P.** A Commissioning Certificate shall be submitted after successful testing.
- Q. Training & Handover-** Basic operational training to faculty/lab staff
- R.** Demonstration of: System operation, UPS handling, Basic troubleshooting
- S.** Submission of: User manuals, Warranty certificates, Asset list, Network diagram.
- T. Documentation-** The bidder shall submit complete documentation including: Site survey reports, As-built drawings, Electrical layout, Network layout, Test reports, Installation photographs.

- U. Warranty & Support-** Comprehensive on-site warranty for all equipment (as per tender terms), Single point of contact for support, Preventive maintenance during warranty period, Replacement of defective parts at no extra cost.
- V. Compliance & Standards-** All materials shall conform to relevant BIS / ISO standards, Electrical works as per Indian Electricity Rules
- W.** Any item or activity required for successful completion and functioning of the computer lab shall be deemed to be included in the scope.
- X. Overall Responsibility Clause-** The successful bidder shall be fully responsible for end-to-end execution of the project on a turnkey basis. Any omission in the scope that is essential for making the lab fully operational shall be treated as included and shall be executed without any additional cost to the Department of Higher Education, Madhya Pradesh.

51. Inspections and Tests

Final inspection of Equipment's at locations by the appointed Committee shall be carried after complete installation and commissioning as per the Product Specification finalized in the Contract.

Third Party Inspection (TPI) Agency shall Inspect the Material prior to dispatch from the Manufacturers premises or Suppliers premises. Supplier shall submit all the Equipment factory test certificates, TPI inspection report, Delivery Challan, Product Catalogue, Warranty certificates wherever applicable. SPD shall certify for the Installation and commissioning as acceptance certificate of the Equipment with all the TPI, Delivery Chalan, Stock entry details

Tentative Project Timelines

Sl No	Project Items Details	Timelines in Weeks
1	Project Contract Signing date (Zero Week)	T
2	Submission of Revised implementation Schedule	T+1
3	Bought Items Ordering and Submission of PO/ Contracts	T+2
4	Supply and Completion of Delivery of Equipment	T+10
5	Installation & Testing	T+ 15
6	Hand over & Signoff	T+16

Section 6: Contract Forms

52. Letter of Award

letter no. /DHE//RFP/2023

Bhopal , date :

To.

Bidder name

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

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

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

This is to notify you that your bid as referred above for execution of the “-----
-----”, for the accepted contract amount, in accordance with the Instructions to bidders is hereby accepted by us is as follows.

1. This letter of acceptance is in accordance with the General Conditions of Contract (GCC), Special Terms and conditions as available in the Request for Bid document.
2. Contract price is as per the Financial proposal submitted as per following:

Sl No	Item description	UoM	Qty	Unit value in Rs including GST	Total value in Rs including GST

3. SPD will impose the LD during the agreed contract and maintenance/ warranty period as per following:
 - a. LD for the delay in the implementation of Computer lab equipment @0.5% per week per location cost shall be applicable as mentioned in the contract for the undelivered equipment at locations beyond the agreed implementation period.

- b. During maintenance period, if the issues are not responded within 3 days (72hrs) then LD shall be imposed @0.5% of the equipment cost per week delay in resolution shall be applicable. The LD imposed due to non-resolving of issues related to equipment during the 3 years warranty period can be recovered during any definite interval within these 3 years (Department's discretion) by either informing the Bank to deduct the amount from the Bank guarantee submitted (issued by the bank on behalf of the Bidder for the purpose of PBG) , thereby informing the Bidder to submit the PBG for re-instating of the same by the additional amount that will be deducted from the PBG. Bidder to either recoup the PBG or submit the LD amount within the time period informed from the department. If the issues are not resolved within one month, then disciplinary actions shall be initiated which may include Termination of contract by department.
 - c. LD is subjected to maximum of 5% of the Contract Value both put together for project implementation and Maintenance of Equipment.
 - d. The Bidder shall provide the contact details (phone number and email) of all OEM service centers across the state. These details will be shared with the respective colleges. The SPD will further instruct the colleges to send an intimation copy to the SPD for monitoring purposes. Additionally, the Bidder must maintain a real-time MIS of all reported issues and share the same with the Department as and when required. As per the above clauses, if applicable, Liquidated Damages (LD) shall be imposed. The LD will be subject to a maximum of 5% of the Contract Value (covering both delivery of equipment and warranty obligations), calculated at 0.5% per week or part thereof for the period of delay.
 - e. However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.
- 4. Completion period is 4 months from the date of Contract Signing
 - 5. You are requested to furnish the Performance Security for 3% of the Contract value, valid till 60 days beyond the Warranty period of the contract within 15 days from the date of receipt of LOA in the attached Performance Security Forms. Further shall submit the operational security for 2% of contract Value valid for 5 years warranty period .Further , you shall sign the Contract Agreement after submission of Performance Security .
- Please acknowledge the receipt of the Letter of Award (LoA) along with the price schedule duly signed, stamped as Unconditional Acceptance of the LoA

With regards

**Commissioner
Higher Education Department**

53. Contract Agreement

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

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

BETWEEN

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

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

The Department and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.*
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.*

a)the Letter of Acceptance

b)Letter of Bid - Technical Part

c)Letter of Bid - Financial Part

d)the Addenda Nos._____ (if any)

e)Special Conditions of Contract

f)General Conditions of Contract

g)the Specification (including Schedule of Requirements and Technical Specifications)

h)the completed Schedules (including Price Schedules)

- i) any other document listed in GCC as forming part of the Contract
2. *In consideration of the payments to be made by the Department to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Department to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.*
3. *The Department hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*

Contract price is as per the Financial proposal submitted as per following:

Sl No	Item description	UoM	Qty	Unit value in Rs including GST	Total value in Rs including GST

4. SPD will impose the LD during the agreed contract and maintenance/ warranty period as per following:
- b LD for the delay in the implementation of Computer lab equipment @0.5% per week per location cost shall be applicable as mentioned in the contract for the undelivered equipment at locations beyond the agreed implementation period.
- c During maintenance period, if the issues are not responded within 3 days (72hrs) then LD shall be imposed @0.5% of the equipment cost per week delay in resolution shall be applicable. The LD imposed due to non-resolving of issues related to equipment during the 3 years warranty period can be recovered during any definite interval with in these 3 years (Department's discretion) by either informing the Bank to deduct the amount from the Bank guarantee submitted (issued by the bank on behalf of the Bidder for the purpose of PBG) , thereby informing the Bidder to submit the PBG for re-instating of the same by the additional amount that will be deducted from the PBG. Bidder to either recoup the PBG or submit the LD amount within the time period informed from the department. If the issues are not resolved within one month, then disciplinary actions shall be initiated which may include Termination of contract by department.
- d LD is subjected to maximum of 5% of the Contract Value both put together for project implementation and Maintenance of Equipment.

- e The Bidder shall provide the contact details (phone number and email) of all OEM service centers across the state. These details will be shared with the respective colleges. The SPD will further instruct the colleges to send an intimation copy to the SPD for monitoring purposes. Additionally, the Bidder must maintain a real-time MIS of all reported issues and share the same with the Department as and when required. As per the above clauses, if applicable, Liquidated Damages (LD) shall be imposed. The LD will be subject to a maximum of 5% of the Contract Value (covering both delivery of equipment and warranty obligations), calculated at 0.5% per week or part thereof for the period of delay.
- f However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.

5. Completion period is 4 months from the date of Contract Signing

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

For and on behalf of the Department:

Signed: [insert signature]

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

in the presence of [insert identification of official witness1]

in the presence of [insert identification of official witness1]

For and on behalf of the Supplier:

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

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

in the presence of [insert identification of official witness]

in the presence of [insert identification of official witness1]

54. Performance Security

Bank Guarantee

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

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

[signature(s)]

Name of the Signatory

Designation

Employee No:

IFSC Code

Contact No :

Address of the bank

E-Mail

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

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated in the currency of the Contract.² Insert the date Sixty days after the expected completion date of warranty period as describe"

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated in the currency of the Contract.

² Insert the date Sixty days after the expected completion date of warranty period as describe"

Section 7 A- Equipment details with Quantity

S.No.	Item	UOM	Quantity per college	Qty for 323 Colleges
1	Desktop Computer Intel 14th/AMD Ryzen 8000, MS Office Academic Version 2021	No.	19	6137
2	Multi-Function Printer A4 with Lan Connectivity to access each Computer	No.	1	323
3	UPS 10 KVA Online	No.	1	323
4	High End Desktop	No.	1	323
5	24 Port network Switch - 1 Nos. with rack- Unmanaged	Set	1	323
6	Operational Passive Cabling (CAT 6 Cable as per Requirement for Computer LAN Connections, CAT 6 Patch Cord- 50 nos for each college, RJ45 CAT6E Lan I/O Network Jack + Gang Box + Face Plate, including Casing, capping, laying, fixing and any other required item)	Lump sum	1	323
7	Electrification with ISI cabling from Power Distribution Points to Computer Tables (supply, Installation, Testing, commissioning of UPS and Power supply connecting to computer Table)	Lump sum	1	323
8	Supply, Installation of the Portable Fire Extinguisher suitable for ABC Types of Fire 4.0 kg or above Capacity as IS Specifications	No	2	646
9	Work Stations, Computer chair including power distribution points for each Table Electrical 5 Amps 3 Nos with socket Switches, RJ45 I/O, Telephone Point	Lump sum	20	6460

Section 7 B-Specification

1. DESKTOP Specification		
S.No	Technical Specification	Committee recommendation
1	Processor Make	Intel/AMD
2	Processor Generation	Min Intel 14th Gen Core i5 / AMD Ryzen 5 8000 G Series
3	Number of Cores per Processor	Min 6 Cores
5	Chipset Series	Compatible to the required configuration and chipset shall be of the same OEM as the processor.
6	Slots and Ports	Minimum Requirement, Bidders can offer more as per their Product design One Ethernet RJ-45 One Display Port One HDMI One Audio line Out 3 Nos USB 2.0 Ports 4 Nos USB 3.2 Ports (including Type C) 1 PCI Express x16 1 PCI Express x 1 1 M.2 slots for storage
7	Graphics Type	Integrated
8	Operating System (Factory Pre-Loaded)	Windows 11 Professional (OEM Declaration regarding Genuine activated preloaded Windows 11 Professional)
9	Type of RAM	DDR5
10	RAM Size (GB)	16 GB Minimum
11	RAM Speed (MHz)	Min. 4800 or Higher
12	RAM Expandability up to (using spare DIMM Slots in GB)	Min. 64 GB
13	Capacity of SSD (GB)	Min 512 GB SSD
14	Wireless Connectivity	Integrated Gigabit ethernet Wi-Fi 6 or higher with Bluetooth enabled 5.0 or higher
15	Monitor Size (Inches)	Min. 23.8 inch or higher and should be same OEM for which Desktop is offered, With TCO certified
16	Display Resolution (PIXELS)	Min. 1920 x 1080

17	Panel Technology	IPS/LED
18	Mouse Connectivity	Wired
19	Keyboard Connectivity	Wired
20	On-Site OEM Warranty	3 YEAR onsite OEM Warranty
21	Certification	BIS, ROHS, BEE/Energy Star, EPR, ISO: 9001,
22	Additional Requirement	Bidder to supply Factory Pre-Loaded Windows 11 Professional and MS Office Academic Edition 2024 along valid for 5 years from date of activation. Note: Licenses of Software shall be valid till 5 years warranty. Bidder to submit confirmation from Microsoft to supply genuine license software for all the systems.
23	Audio	With built in speaker in monitor/desktop

Note - The Department of Higher Education has issued an authorization letter to Microsoft in relation to the Shape the Future (StF) program, thereby authorizing the selected bidder to acquire the requisite Microsoft licenses under the applicable education licensing program.

2. High End - DESKTOP Specification		
S.No	Technical Specification	Committee recommendation
1	Processor Make	Intel/AMD
2	Processor Generation	Min Intel 14th Gen Core i7 / AMD Ryzen 7 8000 G Series
3	Number of Cores per Processor	Min 8 Cores
4	Chipset Series	Compatible to the required configuration and chipset shall be of the same OEM as the processor
5	Slots and Ports	Minimum Requirement , Bidders can offer more as per their Product design One Ethernet RJ-45 One Display Port One HDMI One Audio line Out 3 Nos USB 2.0 Ports 4 Nos USB 3.2 Ports (including Type C) 1 PCI Express x16 1 PCI Express x 1 1 M.2 slots for storage
6	Graphics Type	Integrated
7	Operating System (Factory Pre-Loaded)	Windows 11 Professional (OEM Declaration regarding Genuine activated preloaded Windows 11 Professional) Note: Licenses of Software shall be valid till 5 years warranty. Bidder to submit confirmation from Microsoft to supply genuine license software for all the systems.
8	Type of RAM	DDR5
9	RAM Size (GB)	16 GB Minimum
10	RAM Speed (MHz)	Min. 4800 or Higher
11	RAM Expandability up to (using spare DIMM Slots in GB)	Min. 64 GB
12	Capacity of SSD (GB)	Min 512 GB SSD
13	Wireless Connectivity	Integrated Gigabit ethernet Wi-Fi 6 or higher with Bluetooth enabled 5.0 or higher

14	Monitor Size (Inches)	Min. 23.8 inch or higher and Should be same OEM for which Desktop is offered, With TCO certified
15	Display Resolution (PIXELS)	Min. 1920 x 1080
16	Panel Technology	IPS/LED
17	Mouse Connectivity	Wired
18	Keyboard Connectivity	Wired
19	On-Site OEM Warranty	3 YEAR onsite OEM Warranty
20	Certification	BIS, ROHS, BEE/Energy Star, EPR, ISO: 9001,
21	Additional Requirement	Bidder to supply Factory Pre-Loaded Windows 11 Professional and MS Office Academic Edition 2024 valid for 5 years from date of activation. Note: Licenses of Software shall be valid till 5 years warranty. Bidder to submit confirmation from Microsoft to supply genuine license software for all the systems.
22	Audio	With built in speaker in Monitor/Desktop

Note - The Department of Higher Education has issued an authorization letter to Microsoft in relation to the Shape the Future (StF) program, thereby authorizing the selected bidder to acquire the requisite Microsoft licenses under the applicable education licensing program.

3. Minimum Technical Specification of Multifunction Printer

SL. No.	Technical Specification	Item Description of Minimum Requirement
1	Printing Technology	LASER
2	Cartridge Technology	Cartridge Technology: Composite/ Separate Drum & Toner
3	Type of Printing	Mono (Black Only), Duplex
4	Paper Size	A4/Legal
5	Duplexing Feature	Yes for both print and scan
6	Print-Speed (A4) - Mono (PPM)	Min. 29 ppm or higher
7	Scanning Feature	Yes – Duplex scanning (DADF)
8	Scan Auto document feeder capacity	Min. 50 sheets or higher
9	Memory/RAM Size (MB)	Min. 64 MB or higher
10	Network Connectivity	Yes
11	Type of Network Interface	Ethernet 10/100
12	Wireless Connectivity	Yes
13	No of Paper Tray	Min. 1
14	Paper Tray Capacity	Min. 150
15	Duty Cycle/Month (No of Prints)	Min. 20,000 or Higher
16	BIS Registration under CRS of Meity	Yes
17	BIS Registration No	Yes

4. Minimum Technical Specification for Online UPS 10.0 KVA

SL. No.	Technical Specification	Item Description of Minimum Requirement
1	Rating in KVA (KVA)	10.0 KVA
2	Technology	IGBT-PWM with or without inbuilt isolation transformer. Bidder may propose any of the options.
3	Input Power	single phase 160V-260V sign wave 50Hz
4	Input Frequency Range	50 Hz +/-6% Hz
5	Output power	Single Phase 230V+/-1%
6	Output Frequency Range	50 Hz +/-6% Hz
7	Out Wave Form	Pure Sine wave
8	Backup time (Minutes)	Min. 60 Minutes on Full Load
9	Minimum VAH (VAH)	Min. VAH 16000
10	Noise level (1 meter distance for UPS)	<=55dB
11	Type of Cooling	Air Cooled
12	On- site comprehensive Warranty for UPS (Years)	5 Years
13	Movable Trolley/Rackfor Batteries	Rack
14	Replacement Warranty for battery	2 Years
15	Degree of Protection	IP20/IP21
16	Cabling for input and out put	Yes, 5 Meters Cabling
17	Paralleling kit for synchronizing	Without
18	Installation and Commissioning	Yes
19	Minimum thickness of M. S. Sheet Enclosure duly painted (mm)	1.2
20	Type of Battery	SMF-VRLA conforming to JISC:8702(Pt.I,II & III)
21	20% Overload limit for minimum 30 Seconds	Yes
22	Overall Efficiency (%)	>=90%
23	Total Harmonic Distortion (THD) (%)	Maximum 3%
24	As per Meity (Government of India) guidelines UPS shall have valid BIS CRS certifications as applicable	Yes

5. Minimum Technical Specification for Network Switch Unmanaged with Wall Mount Rack of Size 9U

SL. No.	Technical Specification	Item Description of Minimum Requirement
1	Port Density & Redundancy	24x1 No. - 10/100/1000 Base T-Port SPF (1G) uplink ports
2	Network Protocol and Standard	IEEE 802.3, IEEE 802.u, 802.3ab
3	Transfer Rate	Min 100 Mbps on Full Duplex, 10 Mbps on Half Duplex
4	Connector Type and Switch Housing	Metal
5	LEDs	Power,Speed,Link/ Activity
6	Short cable power saving	Yes
7	Energy Efficient Ethernet Support(IEEE 802.3az)	Yes
8	MAC Table Size	Min 8K Or Higher
9	Max Power Consumption (Watts)	23W
10	Acoustic Noise Level @ 25° C (dBA)	0dBA(Fanless)
11	Operating Temperature	0° to 50°C (32° to 122°F)
12	Electromagnetic compliance (A or B)	Class A
13	Form Factor	rack- mountable
14	Certification	ROHS,IOS:9001, MTCTE (TEC)

6. Minimum Technical Specification for UTP CAT6 Cable

SL. No.	Technical Specification	Item Description of Minimum Requirement
1	Category	CAT6 UTP Solid Cable
2	Conductor Metal	Bare Copper
3	Conductor	23 AWG (Solid)
4	Twisted Pairs	4-pair unshielded twisted pair (UTP)cable
5	Insulation Material	HD-PE (High Density Polyethylene)
6	Resistance Unbalance	5% Max
7	Cable Jacket Material	Low Smoke Zero Halogen (LSZH)
8	Network Line Speeds	1 GB/Second

7. Minimum Technical Specification for RJ45 IO Box

SL. No.	Technical Specification	Item Description of Minimum Requirement
1	Category	8 P8C unshielded RJ45 punch-down keystone
2	Frequency range	1-250 MHz
3	Compatible conductors	22 to 24 AWG SOLID
4	Pin-pair assignment	T568A & T568B
5	Contacts	Phosphor Bronze, 50U" Gold Plating
6	Housing	Housing ABS/PC, UL94 V-2,
7	Orientation	Orientation 90/180 Degree
8	Termination blocks	110 IDC (PC, UL94V-2)
9	Insertion/withdrawal	750 cycles
10	Cable re-termination	200 cycles
11	Insulation resistance:	>100 Mega Ohms
12	Dielectric withstanding	750 V AC or better
13	DC current rating:	1.5 A
14	DC resistance:	0.1 Ω
15	Contact resistance:	20 M Ω
16	1-2 port UK Style faceplates Jack compatibility	Shielded or unshielded RJ45keystone jack
17	Category compatibility	CAT6
18	Mount type	Wall or ducts
19	Shuttered	Yes
20	Write on labels in transparent	Yes
21	Screw hole covers	Yes
22	Material of construction	High-impact flame retardant materials
27	PLATE	86 x 86 Square Faceplates ICON:ABS
28	Material of construction	High-impact flame retardant materials, ABS

8. Electrification with ISI cabling from Power Distribution Point to UPS , UPS to computer Tables for equipment and for other equipment

- Power distribution point provided at Classroom walls with Switch Socket shall be connected to online UPS with ISI Approved Cable.
- All the other Computer lab equipment including the Work stations to be connected with online UPS backup.
- All the Electrical Switches provided are to be ISI marked.
- Bidder to complete the electrical wiring for the computer table workstations and connect to the wall power point with should be of IS 694: 2010 certified for PVC insulated cables for working voltage up to 1100 V, Fire retardant, Electrical cable of minimum 2.5 Sq mm cable or higher rating.

9. Supply, Installation of the Portable Fire Extinguisher suitable for ABC Types of Fire 4.0 kg or higher Capacity as per ISI Standard Specifications

10. Minimum Technical Specification of Computer Table with Desk Mounting Cable Duct

SL. No.	Item Description of Minimum Requirement
1	Computer Table with Desk Size :- Length: 900 mm, minimum width: 620mm, Height: 750 mm, separate heavy-duty Trolley for keeping CPU, Sliding Keyboard Draw shelf with heavy duty telescopic sliding, c-Frame Leg 200mm wide made of aluminum profile and cold rolled close annealed formed sections, having provision for insulated wire management system ensuring that cables are protected from sharp edges to prevent damage and eliminate electrical shock hazards to students. All edges of the table shall be smooth and free from sharp corners to avoid cable cuts or safety risks.
2	Top made of 25 mm thick Prelaminated MDF , Edge beading of edges by Through Feed Machine. Dotted embossed cable Duct For Electric Provision and Perforated Steel modesty panel on visitor's side. Frame made of cold rolled close annealed Steel Structure.
3	Use only MIG.TIG& Spot welding for fabrication.
4	Provision for LAN Cable, Duct-70 mm for safe and organized management of power and data cables, Internal Frame are made by 1.6mm thk. cold rolled close annealed powder coated Sections. Telephone Outlet Boards and 3 Nos 5 Amp - 3 Pin Sockets with switches. All steel components are epoxy powder coated after seven tanks anti corrosion treatment of surface.
5	Computer Top and side structures shall be fixed rigidly for stability of the table. Sliding board for keyboard shall be fixed to the side structure rigidly for smooth opening and closing.
6	All hardware should be of Ebco/Hettich/Dorma/Godrej.

11. Minimum Technical Specification of Computer Chair	
SL. No.	Item Description of Minimum Requirement
1	Computer chair with Handle - size Overall H: 835 mm, D585 mm,
2	Back & Seat Moulded Cushion
3	Back outer PPCP
4	Crape Tapestry
5	PU Handle
6	Hot Pressed PLY
7	Frame Oval Tube 13*31mm -16g With powder coated

Section 7- C Consignee List-

The tentative list of HEIs/colleges/Locations is attached as additional document of the RFP. The list is tentative and final list shall be shared with the successful bidder at the time of award of contract and the splitting shall be done in 70-30 basis accordingly.

Bidder to note that the present tender is for 20-seater computer lab at 323 Higher Education Institutions/Colleges/Locations. However, at the time of award of the contract, Department may decrease the no. of Higher Education Institutions for Installation of 20-seater computer labs.

Section 8- Price Schedule format as per MP Tender e -portal

Validate Print Help **Item Rate BoQ**

Tender Inviting Authority: Project Director and Commissioner State Project Directorate (SPD) Higher Education Department, Madhya Pradesh

Name of Work: Supply, Installation, Commissioning and testing of 20 Seater Computer Lab on Turnkey Basis at 323 Govt College under Department of Higher Education, Bhopal, Madhya Pradesh

Contract No: 146SPD/RFP/2025/20 Seater Computer Lab 323 HEI

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC Unit RATE In Figures including Taxes/duties/GST To be entered by the Bidder Rs. P	TOTAL AMOUNT including Taxes/duties/GST Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1.01	Supply, Installation, Testing, Commissioning and Training for setting of Desktop Computer, Multi-Function Printer, UPS 10 KVA Online, High End Desktop, 24 Port network Switch with rack Unmanaged, Operational Passive Cabling, Electrification with ISI cabling, Portable Fire Extinguisher, Work Stations on Turn Key Basis for 323 Nos. Colleges and Comprehensive maintenance of Equipment as per specifications mentioned in the BOQ template	323.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

Breakup - BOQ

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC Unit RATE In Figures including Taxes/duties/GST To be entered by the Bidder Rs. P	TOTAL AMOUNT including Taxes/duties/GST Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Supply, Installation, Commissioning and testing of Computer Lab on Turnkey Basis at 108 Govt College as per specification					
1.01	Desktop Computer Intel 14th i5 AMD Ryzen 5 8000, MS Office Academic Version 2021 as per specification	6137.000	Nos		0.00	INR Zero Only
1.02	Multi Function Printer A4 with Lan Connectivity to access each Computer as per specification	323.000	Nos		0.00	INR Zero Only
1.03	UPS 10 KVA Online as per specification	323.000	Nos		0.00	INR Zero Only
1.04	High End Desktop until i7 14 Gen/Ryzen 7 8000 series 16GB RAM 512 GB SSD as per specification	323.000	Nos		0.00	INR Zero Only
1.05	24 Port network Switch - 2 Nos. with rack- Unmanaged as per specification	323.000	Set		0.00	INR Zero Only
1.06	Operational Passive Cabling (CAT 6 Cable as per Requirement for Computer LAN Connections, CAT 6 Patch Cord- 50 nos for each college, RJ45 CAT6E Lan I/O Network Jack + Gang Box + Face Plate including Casing, capping, laying, fixing and any other required item) as per specification	323.000	LS		0.00	INR Zero Only
1.07	Electrification with ISI cabling from Power Distribution Points to Computer Tables (supply, Installation, Testing, commissioning of UPS and Power supply connecting to computer Table) as per specification	323.000	LS		0.00	INR Zero Only
1.08	Supply, Installation of the Portable Fire Extinguisher suitable for ABC Types of Fire 4.0 kg. or above Capacity as IS Specifications as per specification	646.000	Nos		0.00	INR Zero Only
1.09	Work Stations, Computer chair including power distribution points for each Table Electrical 5 Amps 3 Nos with socket Switches, RJ45 I/O, Telephone Point as per specification	6460.000	Set		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	