



# Guru Gobind Singh Indraprastha University

Sector 16C, Dwarka, New Delhi -110078

Website: <http://ipu.ac.in>

Date: 17/12/2024

## E-TENDER N0.1214/CDOE/GGSIPU/ODL/2024-25 E-TENDER (NIT)

Registrar, Guru Gobind Singh Indraprastha University invites rate quotes through two bid system (Technical and Financial) e-tender bids from competent agencies/ organizations for “**SETTING UP TECHNICAL, ACADEMIC AND SUPPORT INFRASTRUCTURE FOR DEVELOPMENT, LAUNCH AND MANAGEMENT OF ONLINE PROGRAMS**” offered by the Centre for Distance and Online Education (CDOE) **with zero capital expenditure (No Upfront Cost) by GGS Indraprastha University**. Tender document can also be downloaded from Delhi Govt. e-procurement website i.e., [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in) and from University’s website i.e., [www.ipu.ac.in](http://www.ipu.ac.in).

1.	Name of work	Tender for “setting up technical, academic and support infrastructure for development, launch and management of online programs” (Details as per Scope of Work mentioned in NIT) offered by the Centre For Distance And Online Education (CDOE) <b>with zero capital expenditure (No Upfront Cost)</b> by GGS Indraprastha University for a period of five years at GGSIPU Sector 16C Dwarka, New Delhi.
2.	Last date of submission of Bids	<b>06/01/2025</b> till <b>5:00 p.m.</b> in the office of Coordinator (ODL), O/o COE-II, Admin Block, Room No. 025, GGSIPU, Sector 16C, Dwarka, New Delhi – 110078
3.	Pre-Bid meeting	<b>On 30/12/2024</b> at <b>1100 a.m.</b> in the office of Coordinator (ODL), O/o COE-II, Admin Block, Room No. 025, GGSIPU, Sector 16C, Dwarka, New Delhi – 110078
4.	Pre-Qualification Bid Evaluation	<b>On 08/01/2025</b> at <b>1100 a.m.</b> in the office of Coordinator (ODL), O/o COE-II, Admin Block, Room No. 025, GGSIPU, Sector 16C, Dwarka, New Delhi – 110078
5.	The EMD alongwith covering letter must be submitted as per the last date, time and venue for submission ( <b>No other documents need to be submitted in hard copy</b> ). The last date and time of uploading technical and financial bid on e-procurement website.	<b>06/01/2025</b> Up to <b>3:00 p.m.</b> in the office of Coordinator (ODL), O/o COE-II, Admin Block, Room No. 025, GGSIPU, Sector 16C, Dwarka, New Delhi – 110078
6.	Date, time and venue for opening of ‘ <b>Technical bid</b> ’	<b>10/01/2025</b> at <b>3:30 p.m.</b> in the office of Coordinator (ODL), O/o COE-II, Admin Block, Room No. 025, GGSIPU, Sector 16C, Dwarka, New Delhi – 110078
7.	EMD	Rs.2,25,000/- (Rupees Two Lakhs and Twenty Five Thousand Only) in favour of “ <b>Registrar, GGSIP University</b> ” payable at New Delhi
8.	Performance Bank Guarantee	Rs.3,75,000/- (Rupees Three Lakhs Seventy Five Thousand only) to be deposited by successful bidder in favour of “Registrar, GGSIPU”, payable at Delhi:- (i) Fixed deposit receipt (FDR) of a nationalized bank (62 months validity) or (ii) Bank Guarantee (62 months validity) as per NIT
	Estimated cost/ Contract Value (for 5 year)	<b>Rs.75 Lakhs (approximately)</b> for five years
	The bids shall be submitted in two stages viz.(i) <i>Technical bid</i> (ii) <i>Financial bid</i> .. <b>The Technical</b>	

	<b>&amp;Financial bid should be uploaded on e-procurement website i.e. <a href="http://www.govtprocurement.delhi.gov.in">www.govtprocurement.delhi.gov.in</a>(No documents need to be submitted in hard copy other than EMD).</b>
	Financial bid shall be opened after evaluation of technical bid/time notified thereafter on e-tender website <a href="http://www.govtprocurement.delhi.gov.in">www.govtprocurement.delhi.gov.in</a>

Sd/-

**(REGISTRAR)**



GURU GOBIND SINGH  
INDRAPRASTHA  
UNIVERSITY

# TENDER DOCUMENT

FOR

**“SETTING UP TECHNICAL, ACADEMIC AND SUPPORT  
INFRASTRUCTURE FOR DEVELOPMENT, LAUNCH AND  
MANAGEMENT OF ONLINE PROGRAMS OFFERED BY THE CENTRE  
FOR DISTANCE AND ONLINE EDUCATION (CDOE)  
WITH ZERO CAPITAL EXPENDITURE (NO UPFRONT COST)**

**BY GGS INDRAPRASTHA UNIVERSITY”**

AT

GuruGobindSinghIndraprasthaUniversity  
[*A state University under Govt. of NCT of Delhi*]  
Sector 16 C, Dwarka, New Delhi 110 078

Coordinator (CDOE)  
& Controller of Examination (II)  
GGS Indraprastha University  
Admn. Block, Room No.025,  
Sector 16-C, New Delhi 110078  
Contract: 011-25302746, 25302745  
**Email: [Coe2@ipu.ac.in](mailto:Coe2@ipu.ac.in)**

## **GLOSSARY**

<b>Terms</b>	<b>Meaning</b>
CDOE	Centre for Distance and Online Education
GGSIU	Guru Gobind Singh Indraprastha University
DEB	Distance Education Board of UGC
UGC	University Grants Commission
ODL	Open and Distance Learning
OL	Online Learning
VC	Vice Chancellor
DA	Designated Authority
PQP	Pre-Qualification Proposal
NA	Not Applicable
NIT	Notice Inviting Tender
PQ	Pre-Qualification
TQ	Technical Qualification
QCBS	Quality and Cost Based Selection
SOW	Scope of Work

## INVITATION FOR BIDS

Guru Gobind Singh Indraprastha University (GGSIPU) is the first University established in 1998 by Govt. of NCT of Delhi under the provisions of Guru Gobind Singh Indraprastha University Act, 1998 read with its Amendment in 1999 The University is recognized by University Grants Commission (UGC), India under section 12B of UGC Act.

In light of the latest Regulations 2020 of University Grants Commission for Open and Distance Learning Programmes and Online Programmes, the Centre for Distance and Online Education (CDOE) invites “**BIDS**” from competent agencies in two bid system (Technical and Financial) for setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs offered by the CDOE with **ZERO CAPITAL EXPENDITURE (No Upfront Cost) by GGSIPU**.

For and on behalf of

Registrar,  
Guru Gobind Singh Indraprastha University

## **1.0 Introduction**

Open and Distance Learning (ODL) and Online Learning (OL) are learning methods which focuses on open access to education and training. ODL and OL are common terms used for the use of communication technology to provide enhanced learning experience which is free from the constraints of time and place, and offering flexible learning opportunities to individuals and groups of learners. These two modes of education are growing rapidly and having substantial impact on overall education delivery systems. Development of Internet-based information technologies and ease of access of World Wide Web through devices affordable to mass community are prime factors responsible for rapid growth and popularity of ODL and OL programs.

### **1.1 Objective**

The objective of offering these Open and Distance Learning (ODL) and Online Learning (OL) programs is to deliver the education in either in synchronous mode (in OL programs) or in asynchronous mode (in ODL programs) to the mass by removing barriers to education, and allow the students to study what they want, when they want and where they want.

In ODL programs the delivery of content is largely asynchronous where the learners get self-learning materials and prepare without much interaction with the faculty. In OL programs the delivery of education content is in synchronous mode where the teacher and learners interaction occurs using online mode rather than face-to-face interaction in conventional mode of learning.

### **1.2 Methodology**

In light of the latest Regulations 2020 of University Grants Commission for Open and Distance Learning Programmes and Online Programmes, the Centre for Distance and Online Education (CDOE) is desirous to invite rate quotes/ bids from competent agencies in two bid system (technical and financial) with following scope of work to be performed by the selected agency for setting up Technical, Academic and Support Infrastructure for the Launch, Delivery and Management of Online Programs offered by the CDOE with **ZERO CAPITAL EXPENDITURE (No Upfront Cost) by the GGSIPU.**

## **2.0 Definition of Terms**

**2.1 “Agreement”** means the Agreement to be signed between the successful bidder and GGSIPU including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the NIT, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

**2.2 “Bidder”** means any firm offering the solution(s), service(s) and /or materials required in the NIT. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the Agency with whom GGSIPU signs the agreement for providing its services.

**2.3 “Contract”** is used synonymously with Agreement to be made between L-1 bidder and GGS Indraprastha university.

**2.4 “Contract Value”** means, the estimated cost of setting up Technical, Academic and Support Infrastructure for the Launch, Delivery and Management of Online Programs offered by the CDOE with ZERO CAPITAL EXPENDITURE (No Upfront Cost) by the GGSIPU for 05 years.

**2.5 “Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.

**2.6 “Program”** means all the academic degree/diploma/certificate etc as and when offered at Centre for Distance and Online Education, GGSIPU and for which approvals have been received from UGC or any other competent authority.

**2.7 “Effective Date”** means the date on which this Contract is signed

**2.8 “Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

**2.9 “GGSIPU”** Guru Gobind Singh Indraprastha University.

**2.10 ‘GGSIPU’s Representative’** means the person or the persons appointed by the designated authority from time to time to act on its behalf for overall coordination, supervision and project management.

**2.11 “Agency”** means A Firm/Company/Commercial Establishment/Agency which has to provide services to Centre for Distance and Online Education (CDOE) of Guru Gobind Singh Indraprastha University (GGSIPU), New Delhi for Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs as per the scope of work of this NIT.

**2.12 “Scope of Work”** means all Goods and Services, and any other deliverables as required to be provided by the **Agency** under this NIT as detailed in this NIT Document.

**2.13 “Agency’s Team”** means representative(s) of the successful bidder/ agency (L-1), who has to provide Goods & Services to the designated authority under the scope of this Contract.

**2.14 ‘Service Level(s)’** means the service level parameters and targets and other performance criteria which will apply to all the Goods, Services and Deliverables as described in the NIT.

**2.15 “Service Provider”** same as Agency who is awarded work on L-1 quoted rates.

**2.16 ‘Service Specifications’** means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the NIT and the Contract, as well as those specifications relating to Regulations of DEB and UGC applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the Agency to meet the desired criteria.

**2.17 “Work Order”** means the work order(s) issued from time to time by the designated authority (GGSIPU) to the Agency to provide Goods and Services as per the terms and conditions of this Contract.

**2.18 “Services”** means the work to be performed by the agency pursuant to the NIT as detailed in SOW and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the designated authority. In addition to this, the definition would also include other related / ancillary services that may be required to execute the Scope of Work under the NIT.

**2.19 ‘Timelines’** means the project milestones for performance of the Scope of Work and delivery of the Services as described in the NIT.

**2.20 “Fees”** means only tuition fees as approved for the running academic session by the competent authority of the GGSIPU; semester or year wise; depending on Online Programs being offered by CDOE.

**2.21 “All fees”** means all fees paid by students throughout the tenure of the student at the Centre for Distance and Online Education, GGSIPU for all Semesters and years.

**2.22 “Examination Fees”** means fees charge by the GGSIPU for examination, evaluation and result processing purpose as approved for the running academic session by the competent authority of the GGSIPU; semester wise, year wise or subject wise; depending on Online Programs being offered by CDOE.



## **Section-I**

### **3.0 Instruction to Bidders**

This section specifies the procedures to be followed by bidders for the preparation and submission of their Bids. It is important that the Bidder carefully reads and examines all the terms and condition of this NIT

#### **3.1 General**

**3.1.1** From the time of NIT advertisement to the time of Contract award, if any Bidder wishes to contact the CDOE, GGSIPU (or designated officer) on any matter related to the bid, it should do so in writing at the address mentioned in bidding data sheet.

**3.1.2** The bidder shall bear all costs associated with the preparation and submission of its Bid, and the CDOE, GGSIPU shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**3.1.3** The bids shall be submitted in two stages viz.(i) Technical bid (ii) Financial bid.. The Technical & Financial bid should be uploaded on e-procurement website i.e. [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in) (No documents need to be submitted in hard copy other than EMD).

#### **3.1.4 Who can apply?**

**If the bidder is a proprietary firm,** the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, contact details etc.

**If the bidder is a firm in partnership,** the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.

**If the bidder is a limited company or a corporation,** the application shall be signed by a duly authorized person holding power of attorney for signing the application

accompanied by a certified copy of the power of attorney. The bidder should also furnish a certified copy of the Memorandum and Articles of Association duly attested by a Public Notary.

**Joint Venture/ Consortiums** are not accepted.

**3.1.5** Every Bidder should submit only one Bid.

**3.1.6** The bids shall remain valid for the period of 180 days from date of opening of financial bid.

**3.1.7** Bidder has to submit duly notarized “Power of Attorney” as per requirement of Clause 3.1.4.

**3.1.8** The bidder should abide by all the norms and guidelines provided by University and other statutory bodies time to time. Strict adherence to directions is mandatory without fail otherwise the process of termination of the contract will be initiated with forfeiture of security deposit.

### **3.2 *Submission and Opening of Bids***

**3.2.1** The prices should NOT be indicated in the Technical Proposal. Non compliance shall lead to rejection of bids.

**3.2.2** Conditional bids are liable to be rejected.

**3.2.3** The bids submitted by physical submission/fax/email shall not be entertained.

**3.2.4** GGSIPU shall not be responsible for delay or non-receipt of the documents/bids.

**3.2.5** All bidders are required to submit scanned copy of this NIT/ Tender document duly sealed and signed by competent person of the firm/ agency alongwith technical bid documents while submission of its proposal.

### **3.2.6 Project Plan**

All Agencies need to submit a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the services. The Plan so submitted by Agency shall conform to the requirements and timelines specified in the Contract.

During pre-bid meeting, the designated authority and Agency shall discuss and agree upon the work procedures to be followed for effective execution of the services, which Agency intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve Agency of any of his duties or responsibilities under the Contract.

### **3.3 Earnest Money Deposit:**

**3.3.1** The Earnest money shall be accepted in the following forms and shall be in favour of "Registrar, GGSIPU", payable at Delhi:-

- (i) Bank Draft /Demand Draft
- (ii) Fixed deposit receipt (FDR)

**3.3.2** "Micro & Small Enterprises are exempted from depositing EMD, on submission of attested copy of valid registration certificate as MSE from authority defined in the MSME Act".

**3.3.3** Any bid NOT accompanied by an enforceable and compliant bid security (EMD) may be rejected by the GGSIPU as non-responsive.

**3.3.4** The EMD of the Bidders shall be returned as promptly as possible once the successful L-1 Bidder has signed the Contract. No interest will be payable by the GGSIPU on the amount of the EMD.

**3.3.5** The EMD will be forfeited by GGSIPU on account of one or more the following reasons:

- If a bidder withdraws its bid during the period of bid validity
- If the successful bidder fails to sign the contract in accordance with terms and conditions of this NIT.

### **3.4 Pre-Bid Meeting**

**3.4.1** There shall be a pre-bid meeting, which is proposed to be held in the office of Coordinator (ODL), O/o COE-II, Admin Block, Room No. 025, GGSIPU, Sector 16C, Dwarka, New Delhi – 110078, at 11.00 am on **30<sup>th</sup> December, 2024** for intending applicants in which any of their doubts in writing shall be clarified

beside discussion or any other related issue proposed by the prospective bidders in writing.

**3.4.2** Decision of the Committee after pre-bid meeting will be uploaded on the E-portal site as detailed in data sheet. No representation shall be entertained after the pre-bid meeting.

### **3.5 Selection Process**

#### **3.5.1 Opening of Bids**

3.5.1.(i) The Bids shall be opened by GGSIPU in presence of those Bidders or their representatives who may be present at the time of opening.

3.5.1.(ii) The representatives of the bidders should be advised to carry the identity card or a letter to GGSIPU from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the pre-bid meeting.

3.5.1.(iii) There will be four bid-opening events

- Set 1 (Pre-Bid Meeting)
- Set 2 (Bid Security/ EMD) and Set 2 (Pre-Qualification bid)
- Set 3 (Technical bid)
- Set 4 (Financial bid)

3.5.1.(iv) The venue, date and time for opening the Pre-bid meeting is mentioned in the bidding data sheet.

3.5.1.(v) The venue, date and time for opening the Pre-qualification bid and Technical Bid are mentioned in the bidding data sheet.

3.5.1.(vi) The date and time for opening of Financial Bid would be communicated to the qualified bidders.

3.5.(vii) The Technical bids and Financial Bids of only those bidders will be opened who clears the Pre-qualification stage.

#### **3.6 Preliminary Examination of Bids**

Evaluation Committee shall examine the bids to determine whether they are complete, documents have been properly signed and bids are generally in order. Any bid found to be nonresponsive for any reason or not meeting any criteria specified in the NIT, shall

be rejected by Evaluation Committee and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- 3.6.1** Not submitted in format as specified in the NIT document
- 3.6.2** Received without the Letter of Authorization (Power of Attorney)
- 3.6.3** Found with suppression of details
- 3.6.4** With incomplete information, subjective, conditional offers and partial offers submitted
- 3.6.5** Submitted without the documents requested
- 3.6.6** Non-compliant to any of the clauses mentioned in the NIT
- 3.6.7** With lesser validity period
- 3.6.8** Qualification and Evaluation Methodology

### **3.7 Pre-Qualification Criteria**

Following criteria prescribed as the Pre-Qualification criteria for bidder interested in undertaking the project. The bidder should fulfill following preconditions and must also submit documentary evidence on e-procurement portal of GNCT of Delhi on given link in support of fulfillment of these conditions while submitting their bid.

<b>S. No.</b>	<b>Parameter</b>	<b>Eligibility Criteria</b>	<b>Supporting documents required</b>
1.	Legal Entity	<p><b>(i)</b> A company incorporated in India under the Companies Act, 1956, 2013 and subsequent amendments thereto/ Firm/LLP</p> <p><b>(ii)</b> Should have GST Number</p> <p><b>(iii)</b> Should have a valid PAN Number</p>	<p>(i) Copy of Certificate of Incorporation and Copy of Memorandum of Associations (MOA), Articles of Association (AOA)</p> <p>(ii) GST Registration Copy</p> <p>(iii) PAN Card</p>
2.	Financial Strength	<p>Bidder should have positive Net Worth for the last three financial years i.e. 2021- 2022, 2022-2023 and 2023-2024.</p> <p>The bidder should have minimum annual turnover of Rs. 3 crores. (Group turnover for subsidiary companies will be accepted)</p>	<p>Certificate from the Chartered Accountant for Positive Net Worth</p> <p>Certificate from the Chartered Accountant along with the copy of audited Balance sheet and P&amp;L Statement</p>

3.	Infrastructure	The bidder should have already established and operational setup as desired for running OL Programs as per the norms in any Indian Public University.	Certificate from the University or a copy of the Service Agreement
4.	Experience	Experience of working years with at least 3 reputed Universities offering Online Programs who got the approval from UGC, related to similar services as desired in NIT for OL Programmes	Agreement Copy of any university along with the list of implemented courses
		Years of experience for providing similar services as desired in NIT at Pan India level	Agreement Copy of any university along with the list of implemented courses
5.	Technology	The Bidder must - be OEM for LMS platform necessary for delivery of the Online Courses. No sub-contract or sub-letting of work or consortium of companies for Online Platform is permitted	Self-declaration of being the OEM
6.	Setup Time	Setup time required by the vendor once the purchase order is released and contract signed	Undertaking by the Agency on letter head
7.	Certification	ISO 9001, ISO 27000 and other industry standard certifications	Copy of Certificates
8.	Non-Blacklisting	The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government (Central or State), Semi-Govt. & PSU in India in last five years (from the date of submission of bid)	Self-Declaration Letter duly signed by authorized signatory on company letter head as per format given in this NIT

10.	Earnest Money Deposit (EMD)	As decided by duly constituted committee	All potential bidders to NIT will be required to submit EMD amount @3% of contract value of tender document/ NIT in the name of Registrar, Guru Gobind Singh Indraprastha University.
11.	Performance Bank Guarantee	As decided by duly constituted committee	The successful bidder to NIT shall be required to submit PBG amount @5% of the contract value of tender document/ NIT in the name of Registrar, Guru Gobind Singh Indraprastha University.
12.	Signing of contract		The successful bidder to NIT shall be required enter into a contract with GGS Indraprastha University, to the effect of fulfilling all terms and conditions mentioned in scope of work of tender document/ NIT to be published.

#### **4.0 Technical Eligibility Criteria**

**4.1.1** Technical Proposal for only those Bidders will be opened who have found to be in compliance with the Pre-Qualification Criteria.

**4.1.2** Conditional bids are liable to be rejected.

**4.1.3** The evaluation committee shall check technical eligibility of the bidder based on criteria given in table below:

Technical Evaluation Criteria for providing Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs

<b>Parameter</b>	<b>Eligibility criteria</b>	<b>Threshold</b>	<b>Marks</b>
Financial Strength	Turn over	Up to 30 Crore 31 to 50 Crore Above 50 Crore	05 07 10
Infrastructure	Already established and operational setup to	No	0

	conduct online programs and online examinations	Yes	<b>10</b>
Experience	Years of experience of working with Central/State/Private Universities offering DEB-UGC Approved Online Programs	Central University = 1 to 2 10 marks >3 15 marks	15
		State University up to 3 4 marks >3 5 Marks	<b>07</b> <b>08</b>
Experience	Experience of working in years with reputed Universities Online Programs	0 - 01 Year	00
		01 - 03 Year	05
		> 03 Years	<b>10</b>
Setup Time	Setup time required by the vendor once the purchase order is released and contract signed	> 06 Weeks	05
		<= 06 Weeks	<b>10</b>
Certifications	ISO 9001, ISO 27000 and other relevant industry standard certifications	Less than 02	0
		02 or above	<b>05</b>
--	Technical Presentation	Evaluation as per Scope of Work	<b>35</b>
Total Maximum Marks			<b>100</b>

**Note:** Subcontracted Purchase Orders/Work Orders shall not be allowed.

## **4.2 Evaluation Process**

The Evaluation Committee shall evaluate the responses to the NIT and all its supporting documents/documentary proofs. Inability to submit requisite supporting documents/documentary evidence by bidders shall lead to rejection of their bids.

The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this NIT.

The steps for evaluation are as follows:

### **4.2 Stage 1: Pre-Qualification**

**4.2.1** Evaluation Committee shall validate the Set 1 “Bid Security/Earnest Money Deposit (EMD)”.



**4.2.2** The contents of the Set 1 are as per requirements, GGSIPU (Authorized Person/Persons) shall open the “Pre-Qualification Bid”. **Each of the Pre-Qualification condition mentioned in this NIT Document is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and subsequently, the Bid Security/EMD amount shall be returned to the respective disqualified Bidders.

**4.2.3** Financial bids for those bidders who don't pre-qualify will not be opened.

#### **4.3 Stage 2: Technical Evaluation**

**4.3.1** Evaluation Committee will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GGSIPU's discretion.

**4.3.2** Each Technical proposal will be assigned a technical score out of 100. The score of technical bids of bidders who meets the benchmark decided by the duly constituted committee shall be considered for opening of their financial bids at next stage.

#### **4.4 Stage 3: Financial Evaluation**

**4.4.1** All the qualified bidders will be notified to participate in Financial Bid opening process.

**4.4.2** The Financial bids for the qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GGSIPU's discretion.

**4.4.3** Financial Bids that are not as per the format provided in Section 42.2, the bid shall be liable for rejection.

- i. The L-1 bidder shall be declared as successful bidder to this NIT.
- ii. The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees and mentioned separately.
- iii. Any conditional bid would be rejected.
- iv. If there is a discrepancy between words and figures, the amount in words will prevail.”
- v. If the Bidder does not accept the error correction, its Bid will be rejected and its EMD may be forfeited.

#### **5.0 Award Criteria**

**5.0.1** The bidder quoting L-1 rates shall be treated as the successful bidder.

#### **6.0 Contract Signing**

6.0.1 After opening financial bid, Letter of Intent (LOI) will be issued to the selected agency at the earliest.

6.0.2 In case the bidder does not acknowledge the receipt of LOI within 3 days, GGSIPU will have all rights to select another bidder who has quoted second lowest rates and issue them LOI.

6.0.3 Within two weeks of the LOI, contract agreement will be signed between GGSIPU and selected bidder.

## **7.0 Detailed Scope of Work for Agency**

The selected agency is expected to provide the services to the Centre for Distance and Online Education of GGSIPU for running Online Programs smoothly and effectively as per the prevailing UGC Regulations.

### **7.0.1 Overview of Technology Infrastructure Required**

The project envisages centralized cloud-hosted core application consisting of a Online Admission Management System, Learning Management System and Student Information System. The hosting Infrastructure should include necessary servers as required in the data centre together with other network infrastructure including firewalls, switches and storage. The infrastructure should include UPS and Power Generators to ensure uninterrupted power. The service provider should select the IT infrastructure and hosting environment that is best suitable for the proposed solution. The infrastructure and hosting should ensure highest level of security for the data and reliability of the services offered to students.

### **7.0.2 Software requirements**

The broad software requirements are listed below. The service provider will however be required to provide all software that is necessary for provisioning the services envisaged in the proposal.

- The automation should be web-based solution (having web-based front-end for users and as well as for system administrative functions) having centralized database, web and application server
- Should support interoperable, portable, and scalable applications, services, interfaces, data formats and protocols.
- The system should work on the latest version of the proposed RDBMS based database systems.
- Integration of the core application with a payment gateway and messaging gateways.

- Implementation of a Learning management system for the students.
- Document management integrated with the admission management system
- Development of web portal for online enquiry, admissions, fees payment
- Mobile application for android/iOS to access the LMS
- Offline content viewing facility for the students.

### **8.0 Details of Scope of Work (SOW)**

**In addition to the requirements as in Sections 7.0.1 and 7.0.2, details of Scope of Work are as below:**

<b>S. No.</b>	<b>Activities</b>
<b>1</b>	<p><b>Infrastructure Set-up</b></p> <ul style="list-style-type: none"> <li>• Cloud based Data Centre set-up &amp; Maintenance</li> <li>• Setting up the Admissions Management System, Student Management System integrated with Learning Management System and Managing it on day-to-day basis</li> <li>• Setting up the University web site for Online programs and maintaining it</li> <li>• Setting up the Mobile learning platform and maintaining/upgrading it</li> <li>• Setting up the admission and fees payment gateway and managing it on day-to-day basis</li> <li>• Setting up the messaging platform (SMS/Email/ Whatsapp like messaging app) for the University's Online Programs</li> <li>• Setting up virtual classroom set up for University's Online Programs</li> </ul>
<b>2</b>	<p><b>Content Creation &amp; Set-up</b></p> <ul style="list-style-type: none"> <li>• Setting up the content development &amp; recording studio in the university and maintenance/management of its operations on day-to-day basis</li> <li>• Providing access to digital content through LMS and Mobile App [Features minimum as per the Annexure IX of UGC Regulation 2020 (ODL and OL)]</li> <li>• Recording, editing, finishing, uploading and managing of video content using university faculty.</li> <li>• Digitization of raw content provided by university faculty</li> <li>• Making the existing video content available to all students</li> <li>• Customizing the video content as per University's syllabi</li> <li>• Creation of self-assessment quizzes, practice tests as per video content/lectures and integrating them along with online/video lectures as guided by the faculty</li> <li>• Creation of facility for discussion forums among students</li> <li>• Creation of tracking mechanism of learning by the students</li> <li>• Providing facility for virtual classes/live lectures by university professors</li> <li>• Upon completion of the contract, the university shall have the</li> </ul>

	<p>copyright of the 100% of the content produced by the University for the Online Programs of the University</p> <ul style="list-style-type: none"> <li>• Medium of teaching may be English and/or Hindi</li> </ul>
<b>3</b>	<p><b>Admission Management Set-up</b> Automation of the admission management system for Online Programs for National (Govt ID based Verification) and International students (Passport based verification) as per the norms of the GGSIPU and/or UGC Regulation 2020 (ODL and OL)</p> <ul style="list-style-type: none"> <li>• Setting up of the Online Fees Management System</li> <li>• Setting up of the Payment Gateway</li> <li>• Online scrutiny of admissions, report generation and fee reconciliation.</li> <li>• Setting up the entrance exam process for the courses</li> </ul>
<b>4</b>	<p><b>Online Examination Management</b></p> <ul style="list-style-type: none"> <li>• Setting up online examination platform for Online programs</li> <li>• Digitization of question bank provided by university</li> <li>• Consolidation of the students list (Regular/ Supplementary / Back log)</li> <li>• Examination notification through website /email/SMS/ Whatsapp like messaging app</li> <li>• Self-enrollment for examinations</li> <li>• Examination fees payment and reconciliation</li> <li>• Post Exam Management</li> <li>• Result consolidation</li> <li>• Provision to enable the student to download consolidated marks list (CML)</li> <li>• Proctored Examination as per the prevailing UGC Regulations</li> </ul>
<b>5</b>	<p><b>Reporting Support</b></p> <ul style="list-style-type: none"> <li>• Software should provide various reports about the admissions, fees collected, backlogs etc as and when required by the University or any other regulatory authorities like DEB-UGC, MP Higher Education Department etc.</li> <li>• Support for registration and data sharing for Academic Bank of Credit of UGC</li> </ul>
<b>6</b>	<p><b>Student Support</b></p> <ul style="list-style-type: none"> <li>• Setting up dedicated call centre-based support infrastructure, phone numbers, email IDs, online ticketing/grievance handling system, support team</li> <li>• Providing continuous call centre-based support to students through call, email, online ticketing/grievance handling system</li> <li>• Provision for Student and Professor communities through chat/discussion forums.</li> <li>• Student should be able to raise the ticket for any issues or concerns.</li> </ul>
<b>7</b>	<p><b>Counseling Facility to Support Admissions</b></p> <ul style="list-style-type: none"> <li>• Setting up online/telephonic counseling and program advising services for interested students.</li> </ul>

	<ul style="list-style-type: none"> <li>• Result Oriented Program Promotions and Professional Counselling Services using trained counselors.</li> <li>• Helping the University promote its programs internationally</li> </ul>
<b>8</b>	<p><b>Apprenticeship and Placement Assistance</b></p> <ul style="list-style-type: none"> <li>• Facilitating apprenticeship opportunities for all enrolled students from the date of start of the program</li> <li>• Offering placement assistance to all graduating students</li> <li>• Tie up with job/OJT/apprenticeship aggregators as well as employers for providing apprenticeship to all students and placements to successful candidates</li> <li>• Arrange job fairs for facilitating apprenticeships and placements to the enrolled students.</li> <li>• Ensuring the payment of monthly stipends to all apprentices as per minimum wages set by the government</li> <li>• Reporting on the government portal for all statutory purposes</li> <li>• Monitoring of the progress of the students for their On-job learning</li> </ul>

Also,

- Agency will assist Director, CDOE, GGSIPU in marketing of the Programs.
- Agency will provide technology support services to Director, CDOE, GGSIPU in all pre-admission and post-admission services to all the students enrolling for Programs from India or abroad as per the norms.
- Agency shall provide adequate technology support services, through internet marketing, search engine, social media, through offline information offices, and other means, as per agreed guidelines, to CDOE, GGSIPU to promote the programs and solicit students to pursue Programs.
- Agency will collect the admission form, documents from prospective and submit the same to CDOE, GGSIPU for processing the admission. The fees collection gateway shall be integrated with University's Bank account or through an online payment gateway provided by the GGSIP University
- Agency will provide e-learning materials with technology to study for all of Programs in association and approval from CDOE, GGSIPU.
- Agency will fulfill and will deliver services and goods as given in NIT irrespective of the number of students enrolled for the Program.
- Agency, will offer technology support in collating and scrutiny of each student admission form for further confirmation of admission to the student of CDOE, GGSIPU.
- Agency will provide technology support to CDOE, GGSIPU for inclusion in Academic Bank of Credit System of UGC.
- All technological infrastructure, software, LMS, contents, admission process, examination, assessment etc must be **at least** in conformation with UGC Regulation 2020 (ODL and OL) and its amendments.

## **9.0 Duration of the Project Work**

Duration of the project and contract agreement to be signed with selected bidder will be initially for 5 years. Extension will be solely on the discretion of GGSIPU based on the performance of agency. Performance will be measured on the basis of various indicators mentioned in NIT to be floated at later stage. The rates quoted in price bid will be valid throughout the validity of contract agreement. There will be no price adjustment in the subsequent years.

## **10.0 Implementation schedule**

The project must be implemented and launched within 15 days time from the date of signing the contract ensuring that the system will be operational before the next admission cycle commences.

The agency should be able to provide services in respect of all the courses decided by the university and the new mode will be implemented to the new admissions as and when the University decides to notify the same.

The agency has to provide a detailed implementation schedule including Infrastructure and content development in his response.

## **11.0 Commercial Terms and Payment Schedule**

11.1 GGSIPU will collect the fees in the University's Bank Account or through an online payment gateway provided by the GGSIP University. The successful bidder shall setup integration of online receipt platform with University's Bank account where all kind fees of students' shall directly be deposited.

11.2 Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

11.3 The selected service providing agency shall be paid final L-1 quoted value in equal parts periodically on half yearly basis i.e., total 10 times during contract period of 05 years subject to the condition the feedback/ satisfactory report from the stakeholders and Director (CDOE).

## **12.0 Penalty Clause**

12.1 The system availability shall be required in the center for Distance and Online Education (CDOE) round the clock i.e., 24X7.

12.2 In case of any issue is raised relating to the working of the system installed (be that concerning to students, faculty, fee reconciliation, examination, admission,

LMS etc.) has to be resolved within 48 hours. If the issue is not resolved within stipulated period i.e., 48 hours from raising of the issue, Director (CDOE) may impose a penalty for each day beyond 48 hours (02 days) @Rs.5,000/- per day.

### **13.0 Special Term & Conditions of Contract**

#### **13.0.1 *Contract and Interpretation & Law and Language***

- (i) The Contract shall be governed by and interpreted in accordance with laws of India.*
- (ii) The language of the Contract shall be stated in the English/Hindi or both.*

### **14.0 Time for Commencement and Completion**

14.0.1 Agency shall commence work as per the period specified in the NIT. Agency shall thereafter proceed with the facilities in accordance with the time schedule specified in the implementation schedule and any refinements made in the Agreed and finalized project plan. Failure on the part of the agency to meet the timelines will entail GGSIPU to invoke the termination provision as contained herein.

### **15.0 Consortium**

15.0.1 Consortium is not allowed at any stage.

### **16.0 Taxes and Duties**

16.0.1 For services supplied under this NIT, the agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred.

16.0.2 All payments to the Agency shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes, and deductions as provided for under any law, rule or regulation. GGSIPU shall provide the Agency with the original tax receipt of any withholding taxes paid by GGSIPU on payments under this contract within reasonable time after payment. All costs, damages or expenses which GGSIPU may have paid or incurred, for which under the provisions of the contract, the Agency is liable, the same shall be deducted by GGSIPU from any dues to the Agency.

16.0.3 Should the Agency fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the Agency, as the case may be shall pay the same.

## **17.0 Indemnity**

17.0.1 The agency (the "Indemnifying Party") undertakes to indemnify Centre for Distance and Online Education and the University and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, wilful default or lack of due care.

17.0.2 Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Services provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by the Indemnified Party's misuse or modification of the Services; If any Services is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either

- (i) procure the right for Indemnified Party to continue using it, or
- (ii) replace it with a non-infringing equivalent, or
- (iii) modify it to make it non-infringing.

17.0.3 The indemnities set out in this Clause shall be subject to the following conditions:

- a) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings;
- b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at the Indemnifying Party's cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- c) if the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnified Party may participate in such defence at the Indemnifying Party's sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate;



d) in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

### **18.0 Default**

The failure on the part of Agency to perform any of its obligations or comply with any of the terms of the NIT and the Contract shall constitute an Event of Default on the part of the Agency. The events of default as mentioned above may include but not restricted to inter-alia the following:

18.0.1 Agency's Team has failed to perform any instructions or directives issued by the CDOE, GGSIPU which it deems proper and necessary to execute the scope of work or provide services under the NIT; and/or

18.0.2 there is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency; and / or

18.0.3 Agency's Team has failed to comply with or is in breach or contravention of any applicable laws; and/ or

18.0.4 Agency's Team has failed to comply with or adhere to perform its obligations under the terms & conditions of the contract.

18.0.5 Quality of products, deliverables and services consistently not being to the satisfaction of CDOE, GGSIPU

18.0.6 There is an undue delay in achieving the agreed timelines for delivering the services under this contract due to reasons solely attributable to the Agency;

18.0.7 If it comes to knowledge of GGSIPU that the Agency have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

18.0.8 Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, GGSIPU shall issue a notice of default to the Agency, setting out specific defaults / deviances / omissions and providing a period of up to Sixty (60) days to enable the Agency to remedy the default/ deviances / omissions committed.

### **19.0 Termination**

GGSIPIU may, terminate the Contract in whole or in part by giving the Agency a prior and written notice of 60 days indicating its intention to terminate the Contract under the following circumstances:

**Termination for breach**

**19.0.1** Where the Guru Gobind Singh Indraprastha University, New Delhi is of the opinion that there has been such event of default on the part of the agency which has not been cured within 60 days' notice period.

**Termination for Insolvency:**

**19.0.2** Guru Gobind Singh Indraprastha University, New Delhi may at any time terminate the Contract with immediate effect, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Guru Gobind Singh Indraprastha University, New Delhi. Upon such termination, Guru Gobind Singh Indraprastha University, New Delhi shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor Agency, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Guru Gobind Singh Indraprastha University, New Delhi.

**19.0.3** Termination for Convenience

Either party may terminate the Contract for convenience by giving 90 days prior written notice with valid reason.

**20.0 Dispute Resolution**

Guru Gobind Singh Indraprastha University, New Delhi and the successful bidder shall make every effort to resolve amicably by direct informal or formal form of negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such negotiations, Guru Gobind Singh Indraprastha University, New Delhi and the agency have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution. The Courts in Delhi will have exclusive jurisdiction.

20.0.1 The decision of the arbitrator shall be final and binding upon both Parties.

### **21.0 Force Majeure**

21.0.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labor disputes, insurrections, civil commotion, war, enemy actions.

21.0.2 If a Force Majeure arises, the Agency shall promptly notify Guru Gobind Singh Indraprastha University, New Delhi in writing of such condition and the cause thereof. Unless otherwise directed by Guru Gobind Singh Indraprastha University, New Delhi, the Agency shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

### **22.0 Limitation of Liability**

22.0.1 The liability of the Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, Services covered by the NIT and the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Annual Contract Value. The foregoing limitation of liability will not apply to indemnification obligations and confidentiality obligations of the Agency under this contract.

### **23.0 Confidentiality**

23.0.1 GGSIPU may share certain confidential information with the Agency and the Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard to such confidential information. The Agency shall use its best efforts to protect the confidentiality and proprietary of confidential information.

23.0.2 Additionally, the Agency shall keep confidential all the details and information with regard to the Project. The Agency shall use the information only to execute the Project.

23.0.3 GGSIPU shall retain all rights to prevent, stop and if required take the necessary punitive action against the Agency regarding any forbidden disclosure.

23.0.4 The Agency may share the confidential information with its employees and subcontractors but only strictly on a need to know basis. The Agency shall execute a corporate non-disclosure agreement with GGSIPU in the format provided by GGSIPU and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by GGSIPU with respect to this Project.

23.0.5 It is however clarified that confidential information does not include information which is lawfully available in the public domain.

#### **24.0 Warranty of Services**

24.0.1 The Agency warrants that all services under the contract will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in performing services similar to the services under this Agreement. The Agency represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.

#### **25.0 Interpretation**

In this Contract unless a contrary intention is evident:

25.0.1 The clause headings are for convenient reference only and do not form part of this contract

25.0.2 Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

25.0.3 The word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;

25.0.4 Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

25.0.5 A word in the singular includes the plural and a word in the plural includes the singular;

25.0.6 Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

**26.0 Documents forming part of Agreement**

26.0.1 *The following documents shall be deemed to form and be read and constructed as part of the Contract viz.:*

- (i) The Contract;
- (ii) The NIT comprising of any corrigenda, clarification thereto;
- (iii) The Proposal of the Agency as accepted by the designated authority along with any related documentation.
- (iv) The designated authority's Letter of Award;
- (v) The Agency's Acceptance of Letter of Award, if any;
- (vi) The Corporate Non-disclosure agreement and any other document to be submitted by the Agency and appended to this Agreement.

**27.0 Commencement and Progress**

27.0.1 The Agency shall commence the performance of its obligations in a manner as specified in the Scope of Work and other provisions of the Contract from the Effective Date.

27.0.2 The sole responsibility of setup and maintenance of all instruments provided by Agency shall be done by the Agency itself. The Agency should ensure that all the instruments should function properly to that the benefits of the courses should be fully derived by the enrolled students in Online Programmes.

27.0.3 Agency shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

27.0.4 Agency shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that Agency's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.

27.0.5 Agency shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, training, safety and security practices. It shall employ appropriate

advanced technology practices and safe effective equipment, machinery, material and methods applicable. Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to the designated authority and shall, at all times, support and safeguard the designated authority 's legitimate interests in any dealings with Third parties.

### ***28.0 Compliance with Applicable Law***

28.0.1 Agency's Team shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by the designated authority shall be applicable in the performance of the Contract and Bidder's Team shall abide by these laws. The Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Agency shall also adhere to all security requirement/regulations of GGSIPU as may be notified by GGSIPU during the execution of the work.

28.0.2 Each Party to the Contract accepts that its individual conduct shall at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set out in the NIT.

28.0.3 Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Agency's Team shall adhere to all security requirement/ regulations of the designated authority during the execution of the work. Designated authority's employee also shall comply with safety procedures/ policy.

### ***29.0 Statutory Requirements***

During the tenure of the Contract the Agency shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under the Contract and nothing shall be done by Agency in contravention of any law, act and/ or rules/regulations etc. and shall keep designated authority indemnified in this regard.

### ***30.0 Obligations of the designated authority (GGSIPU)***

30.0.1 The obligations of the designated authority described in this clause is in addition to, and not in derogation of, the obligations mentioned in the NIT are to be read harmoniously. Without prejudice to any other undertakings or obligations of the designated authority under the Contract or the NIT, the designated authority shall perform the following:

(i) The designated authority or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, Acceptance Certificate(s), payments (if any) etc. to the Agency.

(ii) The designated authority shall ensure that timely approval is provided to Agency as and when required, which may include approval of project plans, implementation methodology, documents, specifications, or any other document necessary in fulfillment of the contract.

(iii) The designated authority's Representative shall interface with Agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Designated authority shall provide adequate reasonable cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the designated authority is proper and necessary.

(iv) The designated authority may provide on bidder's request, particulars/ information/ or documentation that may be required by Agency for proper planning and execution of work and for providing services covered under the contract and for which Agency may have to coordinate with respective vendors.

### **31.0 Assignment**

31.0.1 All terms and provisions of the contract shall be binding on and shall inure to the benefit of GGSIPU, Agency and their respective successors and permitted assigns.

31.0.2 Except as otherwise expressly provided in this Agreement, the Agency shall not be permitted to assign its rights and obligations under this Agreement to any third party.

31.0.3 GGSIPU may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to the GGSIPU or any of its nominees.

### **32.0 Trademarks, Publicity**

32.0.1 Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the Agency may, upon completion, use the Project as a reference for credential purpose. Neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the contract, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that the Agency may include GGSIPU or its client lists for reference to third parties subject to the prior written consent of the Purchaser not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

### **33.0 Independent Contractor**

33.0.1 Nothing in the contract shall be construed as establishing or implying any partnership or joint venture between the Parties to the contract and except as expressly stated in the contract, nothing in the contract shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

33.0.2 Incur any expenses on behalf of the other Party;

33.0.3 Enter into any engagement or make any representation or warranty on behalf of the other Party;

33.0.4 Pledge the credit of or otherwise bind or oblige the other Party; or

33.0.5 Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

### **34.0 Representations of Agency**

34.0.1 The Agency hereby represents as of the date hereof, which representations shall remain in force during the Term and extension thereto, the following:

- It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;



- It has the power and the authority that would be required to enter into this Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Agreement and to provide services sought by the Purchaser under this Agreement;
- It and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the NIT and this Agreement;
- It has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Agreement;
- This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- There are, to the best of its knowledge, no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may materially impair its ability to perform any of its material obligations under this Agreement;
- It has, to the best of its knowledge, complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- To the best of its knowledge, no representation by it contained herein or in any other document furnished by it to GGSIPU or its nominated agencies in relation to the any consents contains any untrue or misleading statement of material fact or omits to state a material fact necessary to make such representation not misleading.

### **35.0 Bidding Format**

#### ***Format for Pre-Qualification Proposal***

#### ***Checklist for Pre-Qualification Proposal (Refer Clause No. 3.1 of NIT)***

<b>S. No.</b>	<b>Form</b>	<b>Form Description</b>	<b>Enclosed Yes / No</b>
1.	PQP-1	Incorporation Certificate	
2.	PQP-2	GSTN Certificate	
3.	PQP- 3	Certificate of Positive Net worth	
4.	PQP- 4	Turnover Certificate and Audited Balance Sheet	
5.	PQP- 5	Organization registration certificate from competent authorities	
6.	PQP- 6	Infrastructure - Certificate from University	
7.	PQP- 7	Experience certificate of working with at least 5 reputed Universities offering Online Programs who got the approval from UGC, related to similar services as desired in NIT for OL Programmes	
8.	PQP- 8	Proof of ability to provide internships, on job training and placements assistance.	
9.	PQP- 9	Certificate for being OEM for LMS platform necessary for delivery of the Online Courses.	
10.	PQP- 10	Undertaking for Setting up the services within the time offered by the vendor once the purchase order is released and contract signed	
11.	PQP- 11	ISO 9001, ISO 27000 and other industry standard certification	
12.	PQP- 12	Self-Declaration of Non- black listing on company letter head duly signed by authorized signatory.	
13.	PQP- 13	Power of Attorney in favour of authorized representative duly signed by authorized signatory	

### 36.0 LETTER OF TRANSMITTAL

From:

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To

**The Registrar**  
GGS IPU  
Sector 16C, Dwarka,  
Delhi

**Tender no. :** \_\_\_\_\_ **Dated** \_\_\_\_\_

Sub: Submission of Tender Document for the work of **“setting up technical, academic and support infrastructure for development, launch and management of online programs”** offered by the Centre for Distance and Online Education (CDOE) **with zero capital expenditure (No Upfront Cost) by GGS Indraprastha University** as per details given in NIT No. **E-TENDER NO. /CDOE/GGSIPU/ODL/2024-25** at GGSIPU Campus, Sector 16C, Dwarka, New Delhi”.

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant true & correct information:-

1. I/we hereby certify that all the statements made and information supplied in the enclosed Annexure /Forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we also authorized the GGSIPU to approach individual, employers, firms, and corporation to verify our competence and general reputation.
4. I/we have read and examined the NIT, all terms & conditions are acceptable to me as mentioned in the tender document.
5. Having read the terms and conditions of the above-mentioned tender and services to be provided, I / We undersigned, offer to **setting up technical, academic and support infrastructure for development, launch and management of online programs”** OFFERED BY THE CENTRE FOR DISTANCE AND ONLINE EDUCATION (CDOE) BY GGS INDRAPRASTHA UNIVERSITY in conformity with the conditions of contract.

6. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. If our Bid is accepted, we will obtain the bank guarantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the contract.
8. We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
9. Until an agreement is signed and executed, this bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
10. Bid submitted by us are uploaded on provided e-procurement portal link so as to prevent any subsequent alteration and/or replacement.
11. We understand that you are not bound to accept the lowest or any bid, you may receive.
12. GGSIP University reserves the right to cancel the tender without assigning any reason.
13. GGSIP University reserves the right to reject any or all tenders without assigning any reasons whatsoever.

**Place**

**Name & Signature(s) of Bidder(s)  
with seal of the Firm**

**Date**

**Name of Bidder(s)**\_\_\_\_\_

**37.0 Format for Particulars of the Bidder**

<b>Details of the Bidder (Agency)</b>		
A.	Name of the Bidder	
B.	Address of the Bidder	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private/LLP etc.)	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this Bidding Document	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website	
K.	Financial Detail (Organization's turnover of last three financial years)	FY 22-23:
		FY 21-22:
		FY 20-21:
L.	GSTIN Number	
M.	PAN	
N.	EMD Details	Instrument: Bank Guarantee / Demand Draft

Date:

Signature of Authorized Representative of Agency:

Name of Authorized Representative of Agency:

Full Address:

Telephone No.:

**38.0 Certificate for having minimum annual turnover of Rs. 3 crores**

This is to certify that M/s. \_\_\_\_\_ has annual average turnover of Rs. \_\_\_\_\_ for Providing Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs or other similar services including apprenticeships and other employability solutions to the Universities.

The details of annual turnover for the last three financial years are as follows:

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Details of Annual Turnover from similar services as desired in NIT</b>
1	2022-23	
2	2021-22	
3	2020-21	

**39.0 Experience certificate of providing similar services as desired in NIT at Pan India level**

This is to certify that M/s. \_\_\_\_\_ has worked with \_\_\_\_\_ (Name of Universities) in the \_\_\_\_\_ (Year) for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of our Online Programs. The details of services provided by M/s. are as follows:

<b>Sr. No.</b>	<b>Year</b>	<b>Details of services provided</b>
1		
2		
3		
4		
5		

Note: This certificate should be issued on letter head of University and certified by competent authority of University. Alternatively, a copy of the services agreement with the university must be annexed.

**40.0 Format for Self-declaration by bidder for not being blacklisted**

[ON BIDDERS LETTERHEAD]

To,

**Date:**

DD/MM/YYYY

The Registrar,

Guru Gobind Singh Indraprastha University,

New Delhi,

**Sub:** Declaration of Non Black listing for corrupt or fraudulent practices with any of the Government (Central or State), Semi-Govt. & PSU in India in last five years (from the date of submission of bid)

**Ref:** Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs, offered by CDOE, GGSIPU, New Delhi

(Bidding Document No: \_\_\_\_\_

Dated: \_\_\_/\_\_\_/\_\_\_)

Sir/Madam,

In response to the above mentioned NIT I, \_\_\_\_\_, as \_\_\_\_\_ <Designation> \_\_\_\_\_ of M/s \_\_\_\_\_, hereby declare that our Agency/ Company/ Firm \_\_\_\_\_ is having unblemished past record and is not currently declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Date:

Signature of Authorized Representative of Agency:

Name of Authorized Representative of Agency:

Full Address:

Telephone No.:



#### **41.0 Formats for Technical Proposal**

##### **Checklist for Technical Proposal**

<b>S. No.</b>	<b>Form</b>	<b>Form Description</b>	<b>Enclosed or not enclosed</b>
1.	TECH-1	Turnover Certificate from Chartered Accountant (Auditor)	
2.	TECH-2	Certificate already established and operational setup to conduct online programs and online examinations	
3.	TECH- 3	Certificate of working with 03 reputed Universities offering DEB-UGC Approved Online Programs	
4.	TECH- 4	Certificate of working in years with reputed Universities offering Online Programs	
5.	TECH- 5	Self-Certificate for Setup time required by the vendor once the purchase order is released and contract signed	
6.	TECH- 6	ISO 9001, ISO 27000 and other industry standard certifications	
7.	TECH- 7	Detailed Project Plan	

**42.0 Format for Technical Proposal Cover letter**

[ON BIDDERS LETTERHEAD]

To,

Date:

DD/MM/YYYY

The Registrar,

Guru Gobind Singh Indraprastha University,

New Delhi

**Sub:** Letter for Submission of Pre-Qualification Proposal by <<Agency/ firm name>>

**Ref:** Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs, offered by CDOE, GGSIPU, New Delhi

(Bidding Document No: \_\_\_\_\_

Dated: \_\_\_/\_\_\_/\_\_\_)

Sir/ Madam,

Having examined the NIT, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide our services as required and outlined in the NIT.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to **The Registrar, Guru Gobind Singh Indraprastha University, New Delhi**, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the NIT document and also agree to abide by this tender response for a period of 45 days from the date fixed for bid opening.

We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the Bidding Document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response with or without assigning any reason whatsoever.

Date:    Signature of Authorized Representative of Agency              :  
Name of Authorized Representative of Agency              :  
Designation of Authorized Representative of Agency              :  
Full Address of Agency              :  
Telephone No. of Agency              :

#### **42.1 Financial Bid Format**

##### **Format for Financial Proposal Cover Letter**

[ON BIDDER'S LETTERHEAD]

To,

Date:

DD/MM/YYYY

The Registrar,

Guru Gobind Singh Indraprastha University,

New Delhi

**Sub:** Covering letter for Financial Proposal for referred Bidding Document

**Ref:** Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs, offered by CDOE, GGSIPU, New Delhi,

(Bidding Document No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir/ Madam,

Having examined the NIT, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to be the Agency and carry out the work as and outlined in the NIT. We have carefully read and understood the terms and conditions of the NIT applicable to the Bidding Document and we do hereby undertake Services as per these terms and conditions.

We declare that our prices are as per the conditions/ specifications and bid documents. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the Bidding Document.

We hereby confirm that all the prices mentioned in the financial proposal are in Indian National Rupee (INR) only and shall remain valid throughout the contract agreement period.

We agree for unconditional acceptance of all the terms and conditions set out in the NIT document and also agree to abide by this Bidding Document. We agree that you are not bound to accept any proposal you may receive. We also agree that you reserve the right in absolute sense to reject the bid completely with or without assigning any reason whatsoever.



43.0

## Financial Bid

**PERFORMA FOR QUOTATION OF RATES FOR SETTING UP TECHNICAL, ACADEMIC AND SUPPORT INFRASTRUCTURE FOR DEVELOPMENT, LAUNCH AND MANAGEMENT OF ONLINE PROGRAMS”  
(DETAILS AS PER SCOPE OF WORK MENTIONED AT SECTION 8.0)**

NAME & ADDRESS OF THE FIRM : \_\_\_\_\_

NAME OF THE CONTRACTOR : \_\_\_\_\_

Description Quantity (Approx.) Unit rate (Rs.)	Total Rate (Rs.)
Cost of providing technical, academic and support infrastructure for development, launch and management of online programs” (Details as per Scope of Work mentioned in NIT) for contract period of 05 years	Rs.  In Words:
Applicable GST @	
Total Amount (Rs.)	
Total Amount in Words:	

There will be Zero Capital Investment (No Upfront Cost) to the GGSIPU for Scope of Work as given in this EOI.

*L-1 shall be decided on the basis of rate quotes submitted in response to this NIT.*

**Date:**

**Name and Signature of bidder**

**With Corporate Seal**

Signature of Authorized Representative of Agency :

Name of Authorized Representative of Agency :

Designation of Authorized Representative of Agency :

Telephone No. of Authorized Representative :

Full Address of Agency :

\*\*\*\*\* **END OF THE DOCUMENT** \*\*\*\*\*