

# **Open Tender Request for Proposal(e- Tender)**

## **For**

Hiring of firm on AMC basis to develop & maintain the software of College e-governance for providing Admission Module, Academic Information Module, Time Table Module, Online Fee Portal, Online Classes Module, Certificate Management Module, Attendance Module, Courses Module, Notices Module, Placement Module, Employee Leave Module, Stock Management Module, Alumna Module, Pay Role & Pay Slip Module, Examination & Library Modules ( for Staff and Students), Online student portal (attendance, IA, online fee).

**NIT No. KNC/2020/**

**Kamala Nehru College**

**(University of Delhi)**

**Tel: 011-26494881 telefax : 011-26495964**

**Kamala Nehru College  
(University of Delhi)**

**Request for Proposal**

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<b>Tender Ref. No. KNC/2020</b>		<b>dated : 19<sup>th</sup> November, 2020</b>	
Place for opening of the bid		Kamala Nehru College (University of Delhi) August Kranti Marg, New Delhi- 110049.	
Last Date for receipt of Pre-Bid queries		30.11.2020	
Last Date & Time of Submission of Bid		09.12.2020	
Date & Time of Opening of Technical Bid		11.12.2020	

Name of the Bidding Company/Service provider	
Contact Person (Authorized Bid Signatory):	
Correspondence Address	
Mobile No Telephone Fax	
Website	
Email	

## **Schedule for invitation to Open Tender (OT)**

1. Name of the issuing official
  
2. Submission of RFP Document and Contact person **Dr. Kalpana Bhakuni,  
Principal**
  
3. Last date for submission of Bid Query
  
4. Reply to the Pre-Bid queries
  
5. Last date and time for submission of RFP Documents
  
6. Date and time of opening of Technical Bid
  
7. Opening of Price Bid
  
8. Place of opening of Bid Document

**Eligibility Conditions:**

<u>S.No</u>	<u>Conditions</u>	<u>Documents to be submitted</u>
1	The company should be a profit-making company	Profit & Loss statement of the company for the last 3 years to be submitted
2	The company should at least have a turnover of INR 25 Laks from the Consultancy vertical only in any of the last preceding three years. 2015-16, 2016-17, 2017-18	Documents to be submitted duly signed by CA.
3	The company should have executed the consultancy project in the field of designing , development and maintenance atleast INR 25 Laks in any last preceding three years. 2015-16, 2016-17, 2017-18	Work order and completion certificate of the projects should be submitted(duly self attested)
4	The Company should not be black listed by any Govt. agency, PSU	The agency will have to submit a self declaration on Non Blacklisting on a judicial stamp paper duly attested by the Notary
5	The company should atleast have 5 years experience development and maintenance and should have worked in the Education sector	Document related to experience , work orders and work in education Sector required
6	The company should have atleast 5 IT Consulting executives who are atleast BTech and/or MBAs with atleast 5 years of experience in the end to end management.	summary of CVs of the executives to be provided

## **SCOPE OF WORK**

Hiring of firm on AMC basis to develop & maintain the software of College e-governance for providing Admission Module, Academic Information Module, Time Table Module, Online Fee Portal, Online Classes Module, Certificate Management Module, Attendance Module, Courses Module, Notices Module, Placement Module, Employee Leave Module, Stock Management Module, Alumna Module, Pay Role & Pay Slip Module, Examination & Library Modules ( for Staff and Students), Online student portal (attendance, IA, online fee).

The scope of work for the bidder includes the details of the following:-

1. Prepare of Reception/Main Gate Module.
2. Prepare of Admission Module (Admission Form, Online Admission Fee/Examination Fee/Miscellaneous Fee. All type of Admission related Reports, Intake Capacity Reports. All type of reports related to the Planning Unit of the University. All type of Certificates. Identity Card and Election list etc.
3. Prepare of Time Table Module (handling all type of clashes related to rooms and faculty)
4. Prepare of Monthly Attendance Module (handling with multiple faculty for a paper and Short Attendance)
5. Prepare of Internal Assessment Module (handling attendance benefits like medical, sports, ECA etc. and conversion of attendance into marks as per the University Rule and related reports.)
6. Prepare of Online Student portal
7. Prepare Online Classes Module
8. Prepare Academic Information Module
9. Prepare of Stock Management Portal
10. Prepare of Employee Leave Module(Teaching/Non-Teaching)
11. Prepare of Principal Module
12. Prepare of Pay Role & Pay Slip Module
13. Prepare Course Module
14. Prepare of Examination Module
15. Prepare of Alumna Module
16. Prepare of Inward/Outward Module

## **INSTRUCTIONS TO BIDDERS**

### **1. Procedure for preparation and submission of bids**

- 1.1. The Request for Proposal (RFP) will incorporate Quality- and Cost-Based Selection (QCBS) method of selection which will comprise the following steps:
  - a) Technical Bid consisting of all Technical details along with commercial terms and conditions
  - b) Financial Bid indicating item wise price for the items mentioned in the bid
- 1.2. Technical bid should not include any financial information. Technical bid containing financial information shall be declared non responsive and shall be disqualified.
- 1.3. The cover thus prepared should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received "Late" or due to any other reason.
- 1.4. The RFP received late and declared late by the Bid Evaluation Committee after the last date and time for receipt of RFP prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
- 1.5. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.
- 1.7 Technical bid, Financial Bid, and earnest money must be prepared as per the instructions provided in this section.
- 1.8 Bidder should take into account any corrigendum published on the website for tender document before submitting their bid.
- 1.9 Bidders are advised to go through the tender document carefully to understand the document required to be submitted as part of the bid.
- 1.10 As part of the bid, the bidder should provide the Technical and financial bid as follows:
  - a) The Bidder must furnish earnest money for Rs. 50,000/- (Fifty

thousand only) in favor of **Kamala Nehru College** payable at **New Delhi** in the form of Demand Draft, failing which the bid will be rejected.

## **2. Assistance to Bidders**

Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender issuing office or the relevant contact person indicated in Schedule for invitation to tender.

## **3. Cost of the tender**

The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting including cost of presentation, if so desired. Kamala Nehru College will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## **4. Content of the tender**

The tender documents includes:

1. Invitation for bids
2. Instructions to bidders
3. Scope of work
4. Proposed Contract Terms
5. Technical proposal formats
6. Financial proposal formats

The bidder is expected to examine all sections of the tender document carefully. Failure to furnish all required information or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of the bid.

## **5. Reply to the Pre- Bid Queries**

Prospective bidders requiring any clarification on tender document may submit queries through e-mail only to the issuing officer [**kamala.nehru\_du@hotmail.com**] in the following format so as to receive before the [date mentioned in the data sheet]:

S.No.	Section no	Clause No	Reference/Subject	Clarification sought
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Kamala Nehru College will respond to any request for clarification or queries on the tender document received not later than the dates prescribed in the schedule for invitation to tender on Kamala Nehru College Website and is not obliged to send individual replies to the bidders. Bidders are advised to see Kamala Nehru College's Website ([www.knc.edu.in](http://www.knc.edu.in)) from time to

time regarding the clarifications/amendments given by Kamala Nehru College during the bid process.

## **6. Amendment in Tender Document**

- 6.1. At any time up to the last date for receipt of RFP, Kamala Nehru College may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 6.2. The amendment will be notified on Kamala Nehru College Website and by e-mail to the prospective Bidders/organizations who have received the Bid Documents and will be binding on them.
- 6.3. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their bids, Kamala Nehru College may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the tender.

## **7. Language of RFP**

The RFP prepared by the Bidder and all correspondence and documents relating to the RFP exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## **8. Consortium/sub-consultant**

Consortium /sub-consulting is not allowed

## **9. Documents comprising the bid**

The bid prepared by bidder shall comprise the following components:

### **A. Technical Bid must comprise the following:**

- i) Bid Form (Annexure-1)
- ii) Tech-1: Technical Proposal Submission Form (Annexure-2)
- iii) Declaration – No Blacklisting(Annexure-3)
- iv) Certificate of Annual Turnover duly verified by CA(Annexure-4)
- v) Power of Attorney (Annexure-5)
- vi) Tech-2: Bidder's Experience ( Annexure-6)
- ix) Tech-3: Description of Approach, Methodology and Work Plan for Performing the Assignment(Annexure-7)
- x) Tech-4: Team Composition and Task Assigned(Annexure-8)
- xi) Tech-5: CV for Proposed Staff(Annexure-9)
- xii) PAN No. and GST Registration Certificate

xii) Performance bank guarantee (Annexure – 12) or Bank Draft of EMD.

B. Financial Bid will comprise of the following:

- i) Fin-1: Letter of Proposal submission(Annexure-10)
- ii) Fin-2: Financial Bid Format(Annexure-11)

## **10. Bid Prices**

- 101 The bidder shall quote the prices in INR and as per the proforma prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.
- 102 The bidder shall prepare the bid based on the details provided in this tender document. The bidder shall carry out all the tasks in accordance, with the requirement of the tender document and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.
- 103 Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.
- 104 The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, levies and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be any increase/decrease in the GST during the tendering process or during execution of the project, it will be borne bedevil.
- 105 The price should include all expenses of the bidder including wages, travel, incidental and any other expense relating to conduct of the consultancy project.

## **11. Authorized Signatory**

- 11.1 The bid document should be signed by the authorized representative of the bidder.
- 11.2 The certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.

## **12. Period of Validity of Bid**

Bids shall remain valid for the period of 90 days after the date of opening of technical bid. A bid valid for a shorter period than the period specified may be rejected by

Kamala Nehru College as non-responsive. In exceptional circumstances, Kamala Nehru College may solicit the bidder's consent to an extension of the period of bid validity. The request and response shall be in writing.

### **13. Last date and receipt of Bid**

The bid should be submitted not later than the time and date specified in schedule for invitation to tender. However, Kamala Nehru College may, at its discretion, extend the last date for the receipt of bids by amending the tender.

### **14. Late Bid**

Any bid received by Kamala Nehru College after the specified time and last date for receipt of bid prescribed by Kamala Nehru College shall be rejected.

### **15. Address for Correspondence**

The bidder shall designate the official mailing address, place, email and telephone number to which all correspondence shall be sent by Kamala Nehru College.

### **16. Preliminary examination**

Kamala Nehru College will undertake preliminary examination of bids to determine whether they are complete, whether any error has been made, whether EMD have been received, whether the document has been properly signed and whether the bid is generally in order.

A bid determined as not substantially responsive will be rejected by Kamala Nehru College.

### **17. Earnest Money(EMD)**

- 17.1 The bidder shall furnish along with bid an Earnest Money deposit amounting to Rs. 50,000/- (Rs. Fifty thousand only) in the form of Demand Draft in favour of Kamala Nehru College payable at New Delhi.
- 17.2 Bids received without EMD shall be summarily rejected.
- 17.3 The earnest money of unsuccessful bidders shall be refunded without interest after final signing of the contract.
- 17.4 EMD of successful bidder shall be retained as security money after signing of agreement. In addition, the PBG will require to be submitted @ 10% of the work value, when an individual work is assigned.
- 17.5 The EMD will be forfeited on account of one or more of the following reasons:

- a) The bidder withdraws its proposal during the bid validity period.
- b) The bidder does not respond to the requests for clarification of its proposal.
- c) The bidder fails to provide required information during the evaluation process.
- d) In case of successful bidder, the said bidder fails to sign the agreement in time and/or furnish required Performance Bank Guarantee.

**18 Overall Bid Evaluation Process:**

- a) Final Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS) with 70% weightage for technical evaluation and 30% weight age for commercial evaluation
- b) The evaluation shall consist of following stages:
  - i) Stage I – Evaluation of Technical bid based on QCBS method  
(Note : The QCBS scores will be intimated to all participating bidders after which the financial bid will be opened in the presence of bidders)
  - ii) Stage II - Evaluation of Financial bid

**19 Stage-I Evaluation of Technical Bid for QCBS assessment**

19.1 Technical bids for QCBS assessment will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.

19.2 Technical bids shall be evaluated as per the following matrix:

Sr. No	Criteria	Marks	Criteria	Documentary Evidence
1.	Consulting Turnover	<b>10</b>	<p>The bidder's turnover during the last completed financial year from the consultancy business should be as under"</p> <p>10-20 lakh : 5 Marks More than : 20 lakh : 10 Marks</p>	<ul style="list-style-type: none"> <li>•</li> </ul>
2.	Education Sector Experience	<b>15</b>	<p>The Bidder should have executed at least 5 projects providing comprehensive advisory/ consultancy service in Education sector within India in last 5 Years (as on bid submission date). The value of each project should be more than INR 10 lakhs.</p> <ul style="list-style-type: none"> <li>• 5-7 Projects – 5 Marks</li> <li>• 8-10 Projects- 10 Marks</li> <li>• More than 10 Projects – 15 Marks</li> </ul>	<ul style="list-style-type: none"> <li>• Self-Certification along with Letter of Award Copy</li> </ul>

Sr. No	Criteria	Marks	Criteria	Documentary Evidence
3.	Proposed Approach, Methodology And Work Plan ( *Note- Bidders need to make a presentation and handover the copy of the presentation )	15	Evaluation will be based on the quality of submissions and relevance to terms of reference: <ul style="list-style-type: none"> <li>• Understanding of scope of work (4 marks)</li> <li>• Quality of approach and methodology (3 marks)</li> <li>• Work Plan&amp; Timelines(2 marks)</li> <li>• Navigation Flow (2 marks)</li> <li>• Bidders will have to show mock-ups/wire frames/prototype design (4 marks)</li> </ul>	-
4.	Relevant Experience of the key personnel*	25	* Kindly refer Key Personnel Table below for detailed description of various roles of Personnel / Experts and relevant scoring Criteria	<ul style="list-style-type: none"> <li>• CV (Self-Certified)</li> <li>• Project Details against each experience should be clearly brought out to be qualified for award of marks</li> </ul>

- 19.3 The Technical bid for QCBS purpose will be evaluated by evaluation committee set-up by KAMALA NEHRU COLLEGE. The bid will be eligible for price evaluation only if the bidder scores minimum 70 in the QCBS technical evaluation.
- 19.4 The bidders QCBS technical score shall be declared and notified for opening of their financial bids.

**20. Stage II - Evaluation of financial bids:**

- a. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- b. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- c. Consultants will be chosen both for phase 1 and phase 2 based on the total combined scores (technical + financial)

**Technical Proposal Marks (TPM) = 100 x Technical Proposal under consideration/ Highest Technical bid. The Proposal shall be rejected if it does not achieve the minimum technical marks of 70 (seventy) out of maximum of 100 (one hundred) marks**

- d. Financial Proposals of the technically qualified Bidders as evaluated according to the above mentioned evaluation criteria (i.e. the Bidders scoring minimum 70 marks) shall be opened by the Techno-Commercial Evaluation Committee in the presence of the representative of the Bidders, who chose to attend the opening of bids. The quoted fee shall be read out and recorded.

***Financial Proposal Marks (FPM) = 100 x Lowest Financial Bid / Financial Bid under consideration.***

The lowest evaluated Financial Proposal will receive a maximum of 100 marks.

## **21. Final Evaluation**

The final evaluation will be made on the basis of the following:

Weightage for the Technical Proposal: 0.7

Weightage for the Financial Proposal: 0.3

Combined Technical and Financial score, **(HPM) = TPM x 0.7 + FPM x0.3**

## Proposed Contract Terms

### 1) **Income Tax, GST Registration Certificate**

PAN and GST registration No. should be quoted.

### 2) **Contract Documents**

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

### 3) **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and Kamala Nehru College, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### 4) **Notices**

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

### 5) **Applicable Law**

- a) The contract shall be interpreted in accordance with the laws of the Union of India.
- b) Governing Law and Choice of Forum:
  - The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi(India).

### 6) **Deliverables**

The bidder whose tender is accepted shall arrange to start the services as mentioned in the Bid document.

- 7) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional and consulting standards recognized by international professional bodies while observing sound management, technical practices. It shall always act in respect of any matter relating to this agreement, as faithful advisors to Kamala Nehru College. The Bidder shall always support and safeguard the legitimate interests of Kamala Nehru College, in any dealings with the third-party.

The bidder shall enter into a non-disclosure agreement with Kamala Nehru College.

**8) Confidentiality**

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or Kamala Nehru College's business or operations without the prior consent of other party.

**9) Performance Security**

EMD of successful bidder shall be retained as security money after signing of agreement. In addition, the PBG will require to be submitted @ 10% of the work value, when a work is assigned within 7 days of the notification of award. The successful bidder shall furnish performance Guarantee in favour of Kamala Nehru College issued by a Nationalized Bank only located in India, as per format given in **Annexure 12** valid up to 90 days after the date of completion of the contract, failing which security deposit of the same will be forfeited & the contract will be cancelled.

This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the successful bidder from time to time as required by Kamala Nehru College.

The proceeds of the performance security shall be payable to Kamala Nehru College as compensation for any loss(es) resulting from the failure of the successful Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by Kamala Nehru College for failure.

The Performance Security will be discharged by Kamala Nehru College and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to Bank Guarantee, rendering the same valid for duration of the contract as amended and for further period of 90 days thereafter.

**11) Consortium**

No consortium will be entertained by Kamala Nehru College.

**12) LD on account of Delays in the Bidder's Performance**

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or part thereof subject to maximum of 10% of the order value, unless an extension of time is agreed upon.

**13) Termination**

Kamala Nehru College may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence Kamala Nehru College shall give not less than thirty days written notice of termination to the Service provider.

**a) Termination of The Contract**

The Contract is liable to be terminated if the Service Provider:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assessor
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of Kamala Nehru College in contravention of any provision of the Contractor
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of Kamala Nehru College; or
- vii. Performance is not satisfactory; or
- viii. If the Service Provider obtains the contract with Kamala Nehru College with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to Kamala Nehru College's other rights under the law.

**b) Consequences of Termination**

If the contract is terminated by Kamala Nehru College for reasons detailed above or for any other reasons whatsoever:

- i. Kamala Nehru College shall reserve the right to get work completed at the

risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to cap.

- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by Kamala Nehru College as a consequence of termination of the contract.

**c) TERMINATION FOR CONVENIENCE**

- i. Kamala Nehru College, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Kamala Nehru College's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. The items already executed by the bidder would be payable bedevil

**14) Duration of the Contract**

The duration of the contract will be as indicated in **point no. 7** above

**15) Legal Liability**

Kamala Nehru College reserve the right to recover liability upto the value of the contract arising out of an act directly attributable to the service provider

**16) Settlement of Disputes**

- a) **General:** If any dispute arises between the Service Provider and Kamala Nehru College during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in Kamala Nehru College. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

- b) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Purchase committee for settlement of disputes.

**17) Arbitration:**

- a) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- b) All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**18) Patent Rights/Intellectual Property Rights**

- a) In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Kamala Nehru College is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Kamala Nehru College will give notice to the Supplier of such claim, if it is made, without delay.

**19) Reservation of Rights:**

Kamala Nehru College

reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the Kamala Nehru College Website <http://www.knc.edu.in>
- c. Seek information from the Bidders on any issue at anytime.
- d. To accept any bid or reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- f. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- g. Reproduce for the purposes of this Procedure the whole or any portion of

the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

## **20) Suspension**

- a. Kamala Nehru College may, after giving a written notice of suspension to the Service provider, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
  - i. Shall specify the nature of the failure and
  - ii. Shall direct the Bidder to remedy
  - iii. Such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- b. Kamala Nehru College may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

## **21) Force Majeure**

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of Kamala Nehru College, regarding Force Majeure shall be final and binding on the Bidder.
- If a Force Majeure situation arises, the Service Provider shall promptly notify to the Kamala Nehru College in writing, of such conditions and the cause thereof. Unless otherwise directed by Kamala Nehru College in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Kamala Nehru College may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is

unable to perform a material portion of the services for a period of more than 30 days.

**22) Special Terms and Conditions**

- The exact scope of work, deliverables, milestones and timelines will be mutually modified (if inescapable) later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the service provider.
- Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of Kamala Nehru College. Such offers will not be considered as valid quotations. Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- The discretion of Kamala Nehru College for awarding business and mode of business will be final and binding on the bidder.
- Kamala Nehru College reserves the right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of Kamala Nehru College shall be final.
- Any court case arising out of bidders mistake will be defended by the bidder with no cost to Kamala Nehru College and any legal liability arising out due to negligence of bidder will be borne by the bidder.

**Annexure 1**

**Bid Form**

I. Addressed to

a.	Name of the tendering Authority	Kamala Nehru College,
b.	Address	August Kranti Marg, New Delhi-110049
c.	Telephone	011-26494881
d.	Tele-Fax	011-26495964
e.	Email Id	<a href="mailto:kamala.nehrud@hotmail.com">kamala.nehrud@hotmail.com</a>

III. Other related details:-

1	Name of Bidder													
2	Name & Designation of Authorized Signatory													
3	Registered/Head Office Address													
4	Delhi Office	<table border="1"><tr><td>Address</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Fax:</td><td></td></tr><tr><td>Contact Person</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Email id</td><td></td></tr></table>	Address		Phone		Fax:		Contact Person		Phone		Email id	
Address														
Phone														
Fax:														
Contact Person														
Phone														
Email id														
5	Year of Establishment													
6	Type of Firm (Put Tick mark)	<table border="1"><tr><td>Public Limited</td><td>Private Limited</td><td>Partnership</td><td>Proprietary</td></tr></table>	Public Limited	Private Limited	Partnership	Proprietary								
Public Limited	Private Limited	Partnership	Proprietary											
7	Telephone Number(s)/ Mobile													
8	Website URL													
9	Fax No.													
10	Email Address													
11	Indicate if organization has been blacklisted or not													

12	Breakup of Partners, Engagement Managers Associates and other consulting employees	
13	No. of executive globally	
14	Are there any clarification / information etc that the bidder may like to make	

- V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The prices for the services as prescribed in financial document are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.
- IX. No Advance payment shall be made. Payments shall be made as per payments terms.
- X. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking /declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**SELF-DECLARATION – NON BLACKLISTING**

To,

Principal  
Kamala Nehru College  
(University of Delhi)  
August Kranti Marg,  
New Delhi-110049.

Sir,

Subject : Hiring of firm on AMC basis to develop & maintain the software of College e-governance for providing Admission Module, Academic Information Module, Time Table Module, Online Fee Portal, Online Classes Module, Certificate Management Module, Attendance Module, Courses Module, Notices Module, Placement Module, Employee Leave Module, Stock Management Module, Alumna Module, Pay Role & Pay Slip Module, Examination & Library Modules ( for Staff and Students), Online student portal (attendance, IA, online fee).

The bears reference to Kamala Nehru College/...../ ..... We, hereby, accept all the terms and conditions for submitting bid as mentioned in the Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent KAMALA NEHRU COLLEGE from any claim or demand, action or proceeding, directly or indirectly resulting form or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on ...../..../2020

At (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our tender/work order shall be liable for rejection.

Thanking you,  
Yours faithfully,

Name of the Bidder:-  
Authorized Signatory:-  
Seal of the Organization:-  
Date:  
Place

**SELF-DECLARATION – NON BLACKLISTING**

To,

Principal  
Kamala Nehru College  
(University of Delhi)  
August Kranti Marg,  
New Delhi-110049.

Sir,

In response to the RFP for Hiring of firm on AMC basis to develop & maintain the software of College e-governance for providing Admission Module, Time Table Module, Online Fee Portal, Employee Leave Module, Stock Management Module, Alumna Module, Pay Role Module, Pay slip Modules, Examination & Library Modules, Online student portal (attendance, IA, online exam fee).”, I/We hereby declare that presently our Company/Service provider

\_\_\_\_\_ is having unblemished record. The Bidder and any of its related entities in India are neither blacklisted/debarred by any PSU or Any Regulatory Body/Authority in India or Government of India/ State Government or any of its agencies for any reasons whatsoever for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices .

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure 5**

Power of Attorney:

Know all men by these presents, we..... (name of service provider and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of .....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>... project, proposed to be developed byte ..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and conserve provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF .....

For..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarized

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostille certificate.

**Annexure-6**

**Tech-2: Bidder's Experience**

Assignment Name and Project Cost:	Approx. Value of the Contract (in INR in Crore)
Country: Location within Country:	Duration of assignment (months):
Name of client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore)
Start Date (Month/Year): Completion Date (Month/Year):	No: of professional staff- months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal

**Tech – 3: Description of Approach, Methodology and Work Plan for Performing the Assignment**

**Approach**

Understanding of requirements of the assignment

**Scope, Methodology**

Articulation of scope and Methodology that will be adopted

**Work Plan with Organization and Staffing**

Hiring of firm on AMC basis to develop & maintain the software of College e-governance for providing Admission Module, Academic Information Module, Time Table Module, Online Fee Portal, Online Classes Module, Certificate Management Module, Attendance Module, Courses Module, Notices Module, Placement Module, Employee Leave Module, Stock Management Module, Alumna Module, Pay Role & Pay Slip Module, Examination & Library Modules ( for Staff and Students), Online student portal (attendance, IA, online fee).

**Tech – 4: Team Composition and Task Assigned**

Core Team and Other personnel				
Name of Staff	Firm	Area of Expertise	Position	Task Assigned

**Annexure-9**

**Tech – 5: Curriculum Vitae (CV) for Proposed Staff with one page of summary of experience**

1	Proposed position				
2	Name of Firm				
3	Name of staff				
4	Date of Birth				
5	Nationality				
6	Education	College/ University	Degree obtained	Date/Year of obtainment	
7	Membership of professional Organization s				
8	Training and Publication				
9	Countries of work experience	[List countries where staff has worked in the last ten years]			
10	Languages Known	Proficiency (good/ fair/ poor)			
		Language	Speaking	Reading	Writing
		English			
11	Employment record (Starting with present)	Name of Organization	Position held	Duration	
12	Details of tasks assigned	▶			

13	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	Name of Assignment/job or project: Year: Location: Client:
		Project Cost: Main Project Features: Positions held Activities performed
14		Name of Assignment/job or project: Year: Location: Client: Project Cost: Main Project Features: Positions held Activities Performed
15	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

**[Signature of staff member]**

Day/Month/Year Full name of staff:

Date:

**[Signature of authorized representative of the firm]**

Day/Month/Year Full name of authorized representative:

**For Key Professionals who are not employees of the firm:**

I, <name> \_\_\_\_\_, certify that I am available to start work on this project when the notice to start work is issued by Authority.

Signature of the proposed staff: \_\_\_\_\_

**Fin-1: Letter of Proposal - Submission of Financial Bid:**

To

Principal  
Kamala Nehru College  
(University of Delhi)  
August Kranti Marg,  
New Delhi-110049.

Dear Sirs,

We, the undersigned, offer to provide Hiring of firm on AMC basis to develop & maintain the software of College e-governance for providing Admission Module, Academic Information Module, Time Table Module, Online Fee Portal, Online Classes Module, Certificate Management Module, Attendance Module, Courses Module, Notices Module, Placement Module, Employee Leave Module, Stock Management Module, Alumna Module, Pay Role & Pay Slip Module, Examination & Library Modules ( for Staff and Students), Online student portal (attendance, IA, online fee). dated ..... and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We are submitting our proposal in association with [insert a list with full name and address of each associated consultant]. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained it may lead to our disqualification.

If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposal staff. Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any proposal you receive. We remain.

Yours sincerely,

(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal

**Fin-2: Financial Bid:**

<b>S.No.</b>	<b>Description</b>	<b>Amount (in INR)</b>
1.	Hiring of firm on AMC basis to develop & maintain the software of College e-governance for providing Admission Module, Academic Information Module, Time Table Module, Online Fee Portal, Online Classes Module, Certificate Management Module, Attendance Module, Courses Module, Notices Module, Placement Module, Employee Leave Module, Stock Management Module, Alumna Module, Pay Role & Pay Slip Module, Examination & Library Modules ( for Staff and Students), Online student portal (attendance, IA, online fee).	
	Grand Total	

(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal

**Annexure – 12**

Name of the Bank: -----

To

Kamala Nehru College

**PERFORMANCE GUARANTEE FORMAT**

In consideration of the Chairman and Managing Director Kamala Nehru College acting through-----

(designation & address of Contract Signing Authority), ( hereinafter called “The Kamala Nehru College having agreed under the terms and conditions of agreement/Contract Acceptance letter No.----- dt.----- Made between----- (Designation & address of contract signing Authority) and ----- (here in after called “the said Service Provider” for the work-----

----- (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ..₹.. ..only(₹..)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....( indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Kamala Nehru College an amount not exceeding Rs..... ( ₹.....only) on demand by the Kamala Nehru College.

2. We..... ( indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Kamala Nehru College through the General Manager, Kamala Nehru College, Noida or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Kamala Nehru College by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted ₹ an amount not exceeding.( Rs. .... Only).

3. (a) We ..... ( indicate the name of Bank ) further undertake to pay to the Kamala Nehru College. Any money so demanded not with standing any dispute

dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

4. We,..... ( indicate the name of bank ) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Kamala Nehru College under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by.....

(Designation & Address of contract signing authority) on behalf of the Kamala Nehru College, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Kamala Nehru College or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Kamala Nehru College within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we..... ( indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Kamala Nehru College. If the guarantee is not renewed or the period extended on demand, we

..... (indicate the name of the Bank) shall pay the Kamala Nehru College the full amount of guarantee on demand and without demur.

6. We, .....( indicate the name of Bank ) further agree with the Kamala Nehru College

that the Kamala Nehru College shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Kamala Nehru College against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any

bearance act or omission on the part of the Kamala Nehru College or any  
indulgence by the Kamala Nehru College

to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Kamala Nehru College in writing.
9. This guarantee shall be valid upto (Date of Completion plus Handholding Period). Unless extended on demand by Kamala Nehru College Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... ( Rs... .....only) unless a demand under this guarantee is made on us in writing on or before.....we shall be discharged from our liabilities under this guarantee thereafter.

Dated:        the    day of

For (indicate the name of bank)

Signature of Banks Authorized official

Designation with Code No. -----

Witness

1            ( Name )-----Full Address-----

--

2.            ( Name )-----Full Address-----

**PROFORMA PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on \_\_\_ day of the month of ....2020, between, one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, Kamala Nehru College (hereinafter called the "BUYER"/ "Kamala Nehru College" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part  
And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Kamala Nehru College proposes to procure services towards Hiring of firm on AMC basis to develop & maintain the software of College e-governance for providing Admission Module, Academic Information Module, Time Table Module, Online Fee Portal, Online Classes Module, Certificate Management Module, Attendance Module, Courses Module, Notices Module, Placement Module, Employee Leave Module, Stock Management Module, Alumna Module, Pay Role & Pay Slip Module, Examination & Library Modules ( for Staff and Students), Online student portal (attendance, IA, online fee)." and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No.

...../..... Dated.....

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the Kamala Nehru College (University of Delhi) is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Kamala Nehru College to obtain the desired services as referred to in the tender documents No. .... dated ..... at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Kamala Nehru College will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the Kamala Nehru College**

- 1.1 The Kamala Nehru College undertakes that no official of the Kamala Nehru College, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidders.
- 1.3 All the officials of the Kamala Nehru College will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Kamala Nehru College with full and verifiable facts and the same is prima facie found to be correct by the Kamala Nehru College, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Kamala Nehru College and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Kamala Nehru College the proceedings under the contract would not be stalled.

**3. Commitments of Bidders**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Kamala Nehru College, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Kamala Nehru College or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other

contract with the

Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further declares to the Kamala Nehru College that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Kamala Nehru College or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Kamala Nehru College or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Kamala Nehru College as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the

officers of the Kamala Nehru College, or alternatively, if any relative of an officer of the Kamala Nehru College has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Kamala Nehru College.

#### **4. PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

#### **5. EARNEST MONEYDEPOSIT**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 2,50,000 as Earnest Money with the Kamala Nehru College through Account Payee Bank Draft or a Pay Order in favour of Kamala Nehru College (University of Delhi), August Kranti Marge, New Delhi.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Kamala Nehru College, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the Kamala Nehru College to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the Kamala Nehru College to the BIDDER on Earnest Money Deposit for the period of its currency.

**6 SANCTIONS FOR VIOLATIONS**

- (b) Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Kamala Nehru College to take all or any one of the following actions, wherever required:
- (c) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the
- (d) BIDDER. However, the proceedings with the other BIDDER(s) would continue.

The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Kamala Nehru College and the BUYER (Kamala Nehru College) shall not be required to assign any reason therefore.

To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

To recover all sums already paid by the Kamala Nehru College, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the Kamala Nehru College in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.

To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Kamala Nehru College, along with interest.

To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Kamala Nehru College resulting from such cancellation/rescission and the Kamala Nehru College shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Kamala Nehru College.

To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(x) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Kamala Nehru College with the BIDDER, the same shall not be opened.

(x) Forfeiture by way of encashment of Performance Bond in case of a

decision by the Kamala Nehru College to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The Kamala Nehru College will be entitled to take all or any of the actions mentioned at Para 6.1(l) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the Kamala Nehru College to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by Kamala Nehru College, in case of breach of the provisions of the pact.

## **7. INDEPENDENT MONITORS**

- 8.1 An Independent monitor (s) shall be appointed by Kamala Nehru College, in case of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the Kamala Nehru College.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Kamala Nehru College including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 8.7 The Kamala Nehru College will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such

meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

- 8.8 The Monitor will submit a written report to the designated Authority.
- 9 BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the Kamala Nehru College / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Kamala Nehru College or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Kamala Nehru College.

**11. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. .... **dated** ..... towards complete execution of the contract to the satisfaction of both the Kamala Nehru College and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

Kamala Nehru College  
Name of the Officer  
Designation

BIDDER  
Principal

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

*(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents)*