

Kurukshetra University, Kurukshetra

(Established by the State Legislature Act XII of 1956)

(‘A+’ Grade, NAAC Accredited)

॥ योगस्थः कुरु कर्माणि ॥

समबुद्धि व योग युक्त होकर कर्म करो

(Perform Actions while Steadfasting in the State of Yoga)



Short Term Tender for

**“Setting-up of Fully Managed Platform-As-A-Service
Online Learning Platform in Compliance with UGC
Regulations, Providing Assistance in creation and
supply /supply of E- Content for Kurukshetra
University Kurukshetra, and Assistance in
Management of Admissions & Examinations Process”**

Tender No: DDE/KUK/JULY/2021/01

**Directorate of Distance Education,
Kurukshetra University Kurukshetra,
Haryana - 136 119 (India)**

Ph. No.: 01744 -238628

University website: www.kuk.ac.in

E-procurement website: <https://etenders.hry.nic.in>.

Email: ardde@kuk.ac.in

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment,

assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, site visits, investigations, studies or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

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TERM OF REFERENCE & DEFINITONS

Supplier/Contractor	Successful bidder
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between KUK and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of KUK.
EMD	Earnest Money Deposit
D.D.	Demand Draft
KUK/K.U.K	Kurukshetra University, Kurukshetra, Haryana-136119 (India), is the Higher Education institute of where project has to be implemented as per the scope of work.
TC	Tender Committee
PBG	Performance Bank Guarantee
QCBS	Quality and Cost Based Selection
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
UAT	User Acceptance Testing
RFP	"RFP" means the Request for Proposals
Order	"Order" shall mean the Purchase Order/Work order and its attachments and exhibits.

Consignee	“Consignee” shall mean KUK, Haryana
Client	KUK



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TENDER NOTIFICATION

Invites Online Tender for **engagement of Agency for Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E- Content for Kurukshetra University Kurukshetra, and assistance in Management of Admissions & Examinations Process.** The complete details available on the University website: www.kuk.ac.in and on the Haryana Govt. website: <https://etenders.hry.nic.in>. For any query contact Assistant Registrar (DDE) through email: ardde@kuk.ac.in Last Date & Time for Uploading the Bids: **30.09.2021 upto 12 noon.**

Registrar

CHAPTER-I

Directorate of Distance Education, Kurukshetra University, Kurukshetra

(Established by the State Legislature Act XII of 1956)
(‘A+’ Grade, NAAC Accredited)

Request for Proposal (E-Tendering mode)

Tender No.: DDE/KUK/JULY/2021/01

Name of work	Request of Proposal for engagement of Agency for Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E- Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations Process
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	09.09.2021
Document Download/Sale Start Date	09.09.2021
Document Download/Sale End Date and Time	30.09.2021 upto 12.00 noon
Date for Pre-Bid Conference and Time	16.09.2021 at 2.30 p.m.
Bid queries should reach by	14.09.2021 upto 4:00 p.m. (blended mode) Bid queries received later than the date and time shall not be entertained.
Venue of Pre-Bid Conference	Pre-Bid meeting will be held in Blended mode through Committee room adjoining to the office of the Registrar, KUK and link for the same will be shared on the day of meeting.

Last Date and Time for receipts of Bids	30.09.2021 upto 12.00 noon In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time & Venue.
Date and Time of Opening of Technical Bids	30.09.2021 at 2.30 p.m.
Bid document Fee	Rs.1,000/-
Earnest Money Deposit (EMD)	Rs.1,00,000/-
No. of Covers	02 (Two Packet)
Bid Validity days	90 days (From last date of opening of tender)
Performance Bank Guarantee (PBG)	10% of the total work value and required to be submitted within 15 days from the date of issue of LOA.
Place of actual Implementation	Directorate of Distance Education, Kurukshetra University, Kurukshetra, Haryana, India 136119
Email Address	To: ardde@kuk.ac.in

1. Tender document shall be downloaded from electronic tender portal and link for the same is available at KUK website (www.kuk.ac.in). Interested bidders must register themselves at e-Tender Portal before submission of their bid and advised to go through instructions provided at “Instructions to Bidders for e-tendering.”
2. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- tendering portal).
3. Bidders are advised to visit the website of Kurukshetra University Web Portal (kuk.ac.in) regularly for getting any new information related to the tender. Reply to Pre-Bid queries, Corrigendum and addendum shall be displayed on Kurukshetra University web Portal/e-tendering website (<https://etenders.hry.nic.in>). The Pre-Bid queries, Corrigendum /addendum are the part of tender documents and Bidders are supposed to upload them with the tender document. All the documents must be duly signed and stamped.

Registrar, KUK

CHAPTER-II

INSTRUCTION TO BIDDERS FOR E-TENDERING

1. Offline Document Submissions:

The bidder is requested to submit the hard copy of the following documents in a Sealed Envelope at Directorate of Distance Education, Kurukshetra University, Kurukshetra before due date and time of online tender opening.

- a) Bid Document complete in all respect along with all relevant papers (as per Tender Compliance Sheet (**Annexure -I**))
- b) Original copy of the power-of-attorney (**Annexure -II**)

The envelope shall bear the project name, tender number and the words **'DO NOT OPEN BEFORE' (due date & time)**.

Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexures' during Online Bid-Submission.

2. Online Document Submissions:

The Online bids (complete in all respect) must be uploaded online in two Envelops as explained below : -

Envelope - 1 (Following documents to be provided as single PDF file)			
S. No	Documents	Content	File Type
1.	Technical Bid	Organization Declaration Sheet as per Annexure-III	pdf
2.		Supporting documents as per requisite Annexures	pdf
Envelope-2			
S. No	Documents	Content	File Type
1.	Financial Bid	As per financial bid format	Online

3. Kurukshetra University, Kurukshetra has adopted E-tendering through online portal (<https://etenders.hry.nic.in>) for more efficient and

transparent manner of tendering. Interested bidders/firm must register themselves.

4. It is advisable that concerned executives of the organization must be trained on E-Tendering Portal well in advance of your tender submission deadline.
5. Bidders are advised to submit soft copies of their tenders/bids electronically with all relevant documents on <https://etenders.hry.nic.in> using valid Digital Signature Certificates well in advance to avoid last minute technical snags. No claim shall be entertained on account of disruptions of internet service being used by bidders
6. Both Technical Bid and Financial Bid will be submitted concurrently and bidders are advised to keep tender acknowledgement copy as a proof of successful submission.
7. All Corrigendum/Amendment/Corrections, if any, will be published on the tender portal (<https://etenders.hry.nic.in>) along with KUK website (kuk.ac.in) so all the bidders are advised to visit the sites regularly for getting any new information
8. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority. For any other portal related queries bidders are requested to contact on below given numbers/email.

Kurukshetra University, Kurukshetra / Tender-Wizard Helpdesk	
Telephone/ Mobile	Customer Support: 01744 – 238385 Emergency Mobile Numbers: 7082113114 (Please contact in case of emergency during non-working hours.)
E-mail	ardde@kuk.ac.in

CHAPTER-III

GENERAL INSTRUCTION TO BIDDERS

1. Due date: The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.

2. Preparation of Bids: The offer/bid shall be submitted in two bid systems (i.e.) **Technical Bid and Financial Bid.**

The technical bid shall consist of all technical details along with commercial terms and conditions.

Financial bid shall indicate component wise price for all the mentioned component(s) in the financial bid in the given PDF/Online format.

3. Language of Proposal: The proposal prepared by the firm 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 firm 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.

4. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The firm is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the firm's risk and may result in the rejection of the bid.

5. Fee: The tenderer should submit EMD through online mode at the portal

.....
..... The Bid sent without EMD would be considered as UNRESPONSIVE and will not be considered. (The EMD will be returned without any interest to the unsuccessful bidders immediately after the award of contract.)

The bidders are requested to submit **EMD of Rs. 1,00,000/-**

Note:

Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, MSMEs/Start-Ups must submit their financial solvency certificate of **Rs.2.0** crores issued not earlier than 3 months of last date of submission of Bid.

6. Terms and Conditions

- 6.1 The bidder should pay Rs.1,00,000/- as EMD and tender processing fee as per e-procurement portal as shown any one of the method Credit Card/ Debit Card/ NEFT/ Net-banking etc.
- 6.2 **The Bidder shall ensure credit of tender processing fee and EMD according to** Instructions to bidder on Electronic Tendering System given in the previous section.
- 6.3 Bidder must complete the requirements mentioned in the tender before the date of publication.
- 6.4 Tenderer should submit a notarized affidavit regarding the firm being not blacklisted previously by any government organization/institution.
- 6.5 Financial bid of only those vendors who qualify in technical evaluation will be opened.
- 6.6 PAN number and GST number of the bidder is to be mentioned in the Tender
- 6.7 Prices quoted should be valid for a minimum period of six months from the date of quote.
- 6.8 Accepted bidder is required to execute an agreement on a stamp paper of the value of Rs. 200/-.
- 6.9 All the original data shall be compiled and delivered to the University after completion of each semester to the university or to the person authorized by the University.
- 6.10 The University shall have the right to initiate criminal proceedings against the employees of the vendor if they are involved, directly or indirectly, in any kind of illegal activities which would damage the reputation of the University.
- 6.11 Advance payment will not be made to the successful Bidder at any point of time. However, payment will be made as per the M.O.U/Agreement as proceeds from the Student fee collection.
- 6.12 Bidders are required to submit requisite certificates on claims made, from all brands/ services used in the setting up of the Learning Platform where necessary. Tenders received without the relevant Certificates are liable for rejection.
- 6.13 The bids should meet all the specifications and requirements

mentioned above.

- 6.14 An Agreement in the format prescribed by the University is required to be entered into by the successful vendor or their Authorised Representative with the University, within a period of ten days from the date of issue of LOI.
- 6.15 The period of the above agreement shall be for a period of Five years, extendable upon mutual agreement.

7. Refund of EMD:

- 7.1 The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized.
- 7.2 Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- 7.3 In Case of Successful Bidder, the EMD shall be retained till the submission of PBG.

8. EMD & Performance Security Deposit

- 8.1 The EMD amount of successful bidder will be adjusted to Security Deposit for five years. The security deposit will be forfeited in case of non-compliance of the terms of agreement by the service provider entity.
- 8.2 The EMD of unsuccessful bidders will be returned after completion of the tender process, without any interest.
- 8.3 The EMD of the successful bidder will be converted as Security Deposit. That will be discharged only after the expiry of the tender or completion of the same.

9. Acceptance/ Rejection of bids:

- 9.1 Kurukshetra University, Kurukshetra reserves the right to reject any or all offers without assigning any reason.
- 9.2 Kurukshetra University, Kurukshetra reserves right to take decision according to requirement of Kurukshetra University, Kurukshetra (KUK) and no claim on whatsoever ground shall be entertained from any of the bidder.

10. Amendment in Tender Document:

At any time up to the last date for receipt of RFP, Kurukshetra University, Kurukshetra may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment.

**The amendment will be notified on online tender portal/
Kurukshetra University, Kurukshetra's website-Web portal for the
prospective bidders which shall be binding on them.**

CHAPTER-IV

SCOPE OF WORK

1. INTRODUCTION:

Kurukshetra University is one of the premier educational institutions in India. Established in 1956, the University is providing higher education to over half a million students on the campus and its affiliated colleges. By virtue of its commitment to excellence, the University has been awarded **A+ Grade by NAAC and has been placed at 8th position amongst the State Universities of the country in Category-I by the Ministry of Human Resource Development (MHRD) and has also been granted academic autonomy.** Located on the southern bank of famed BrahmSarovar, Kurukshetra University has a sprawling campus spread over 473 acres. In addition to providing quality education to the students, Kurukshetra University embodies the values of Yogastha Kuru Karmani, enshrined in Bhagwadgita, which means performing one's activities while remaining steadfast in Yoga.

The University is in the rapid process of transformation to an institution of excellence. In this process, digitalization of the University is being done to develop an efficient and transparent system that would further facilitate a learner's experience in the University.

The University programmes combine the enduring value of a liberal arts education with the skills and experience offered by professional departments. The University offers 175 courses on the campus in 47 Departments/institutes through a highly qualified faculty. The University also plays an important role in providing higher education to the youth of the State through its 282 affiliated colleges and institutes in seven district of Haryana.

The campus of the University has often been rated as one of the most beautiful campuses in India. It resembles a large, self-contained educational village with lecture theatre's, smart class rooms, Wi-Fi campus, 24 hrs. library facility, laboratories, on campus hostel accommodation, cafeterias, canteens, market, swimming pool, gymnasia, bank, ATM's, post office and world-class sports facilities. The most remarkable feature of the campus is a seamless interconnection of nature and the built environment. There are a number of lush green gardens, water fountains and sidewalks which provide an ideal environment on the campus for study and leisure.

The motto of KUK - “Perform Actions while Steadfasting in the State of Yoga”, promises to reach out to those unreached-to all those higher education aspirants. The Directorate of Distance Education, Kurukshetra University was established in pursuance of National Policy on Education, NPE-1986 on the recommendation of UGC DEB.

OBJECTIVE

Keeping in mind KUK’s long standing objectives and mission, KUK intends to offer online programmes as per UGC (ODL & OL) regulations 2020. These programmes are for providing quality education to our students as per the mandate of New Education Policy 2020. Through these programmes KUK intends to increase its foot print at international level. To meet these objectives KUK invites bids for **“Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E-Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations Process”** from reputed/eligible vendors to provide a UGC Approved Learning Platform and associated services for the same. The requirements are mentioned below.

The participating bidders must have proven track record subject to fulfilling the requirement mentioned in the Tender document.

Details of the Tender

Sl. No.	Particulars	Approximate Cost in Rs.	EMD Amount in Rs.
01	“Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E- Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations Process”	50,00,000/- (Rupees Fifty Lakhs only)	1,00,000

2. SCOPE OF WORK

2.1 Technology - Setup, Manage and Maintain a Technology & Learning Platform used for delivery of online programmes with the following features

The Learning Platform as a part of the above mentioned services should have at the bare minimum the required features as per **Annexure-IX of the UGC Regulations** – as detailed below

- 2.1.1 The Learning Platform should have been in compliance with the UGC approved guidelines for Online Programmes via either the standalone regulations for Online Programmes in 2018 or the combined regulations of ODL & Online Programmes in 2020.
- 2.1.2 Cloud based Data Centre set-up & Maintenance, Managing the Learning Management System on day-to-day basis, Setting up the Directorate web site for Online programs, maintaining it and Integrating it with Kurukshetra University Kurukshetra Websites, Online Programs website and Portals
- 2.1.3 Setting up the Mobile learning platform and maintaining/upgrading it
- 2.1.4 The Integrated Technology Platform should have an Online Application System, for the purpose of allowing Students to apply for the various Programmes of the University using a paper-less system, with the facility of uploading various documents and providing other required details online. The same shall be integrated to accept AADHAAR/other unique ID for Indian Students and Passport / National IDs for Overseas Students.
- 2.1.5 The Integrated Technology Platform should have a Payment Gateway System for the Collection for Fees using Digital Modes, as per the UGC Guide lines regarding the same. The Payment Gateway shall be used for collecting all program fees and all other dues from Students, and shall enable the students to pay via Net Banking/NEFT/ Credit Card/ Debit Cards in both INR and USD, **to be collected in an Escrow Account for the specific purpose of this Project, to be operated as per the MOU / Agreements terms.**
- 2.1.6 The Integrated Technology Platform should have an Assessment & Examination System, to allow for Online Assessments, including for Self-Assessment, Continuous Assessment / Internal Assessment. The Examinations to be conducted will be done via a Remote Proctored Examination System, as per UGC Guidelines governing the same.
- 2.1.7 The Platform shall provide for an Onscreen Evaluation System,

for the purpose of Online Evaluation of Subjective / Long form type of answers part of above End Term / Semester End Examinations.

- 2.1.8 The Platform should provide for a Virtual Classroom System, as well as facility to host/watch pre-recorded video lectures.
- 2.1.9 Provide access to the above created KUK Virtual Campus using student's credentials with a login, password, which will provide students with the complete learning ecosystem and will guide them through their chosen course of study, through synchronous and asynchronous lectures with access to the discussion threads, chats, doubt clearance sessions, etc.
- 2.1.10 The entire Student Life Cycle process should be governed by an in-built E- Governance and Administration System, allowing for the various functionaries of the University to perform the required activities like approving student applications, allocation roll numbers declaring results etc. directly through the system.
- 2.1.11 The entire Programme Life Cycle process shall be governed by the in-built E-Governance and Administration System, allowing for addition of Programmes, Courses, Batches etc.
- 2.1.12 Setting up the messaging platform (SMS/Email) for the University's Online Programs
- 2.1.13 Online scrutiny of admissions, report generation and fee reconciliation.
- 2.1.14 Setting up the entrance exam process for the courses

2.2 Content Development, Delivery & Management - Providing assistance in Content development and Digitization, Curation, Management and Editing Services to the University.

- 2.2.1 Develop, Create and Host the required Content in the prescribed 4 Quadrant Methodology, for each of the programmes to be run Online by the University. This include Creation of self-assessment quizzes, practice tests as per video content/lectures and integrating them along with online/video lectures
- 2.2.2 Providing Pre-Developed / Curated Content from OER & Other sources for various Programmes as per the above Regulations (LMS and Mobile App).
- 2.2.3 Establish, Run and Manage required Recording Studio & Content Editing Services on Campus to efficiently manage the

above requirement using the University faculty.

2.2.4 Introduce and share online content courseware as per the syllabus of the University using a pool of faculty drawn from Universities, Institutions, and Industry.

2.2.5 Creation of facility for discussion forums among students

2.2.6 Creation of tracking mechanism of learning by the students

2.2.7 Providing facility for virtual classes/live lectures by university professors

2.3 eBooks & Supply of Study Material in electronic format(s) to Student

eBooks and study material supplied by the University in electronic form will be made available on the Platform to each student, via the Platform, as and when required by the Program progressions

2.4 Proctored Exams – Remote Proctoring Technology Platform with following

2.4.1 Setting up proctored online examination platform for online programs. Video Monitoring with live streaming of HQ Video to University from students Laptop/Desktop/Mobile (iOS/Android), with Both Student Webcam & Desktop Capture facility (with video archive on data center for minimum required period).

2.4.2 Physical Monitoring of Exams via Service Provider team, overseen by University staff at the University Campus Monitoring Center.

2.4.3 Examination Monitoring to be supported by manpower designated by the bidder for the purpose.

2.4.4 Digitization of question bank provided by university

2.4.5 Consolidation of the students list (Regular/ Supplementary / Back log)

2.4.6 Examination notification through website /email/SMS

2.4.7 Self-enrollment for examinations

2.4.8 Examination fees payment and reconciliation

2.4.9 Post Exam Management

2.4.10 Result consolidation

2.4.11 Provision to enable the student to download consolidated marks list (CML)

2.5 Provide Student Support Services for Admissions, Student Counselling and other students activities for Online Programmes

- 2.5.1 Admissions Support by providing required Promotion, Marketing, Publicity & Counselling the prospective students.
- 2.5.2 Providing continuous call centre based support to students through call, email, online ticketing/grievance handing system
- 2.5.3 Provision for Student and Professor Communities through chat/discussion forums.
- 2.5.4 Student should be able to raise the ticket for any issues or concerns.
- 2.5.5 Create adequate publicity support through internet publicity, search engine publicity, social media and offline admission centres, etc.
- 2.5.6 Provide support in vetting and screening of applications, and scrutiny of each student's form with attachments, and confirming the same at submission of completed application form to the University.
- 2.5.7 Create a student's support cell for query, solving and counselling.

2.6 Placement Assistance

- 2.6.1 Offering industry validated placement support for all students
- 2.6.2 Facilitating apprenticeship opportunities for interested students
- 2.6.3 Arranging On-Job-Training
- 2.6.4 Assisting the students in getting placement on successful completion of programs

2.7 Offer managed services to manage all of the above with sufficient manpower supplied by the provider. (Annexure-X)

3. SPECIFICATION & REQUIREMENTS

- 3.1 Technology Platform to be Cloud hosted; fully managed, scalable on a Custom Domain of the University, with University Branding.
- 3.2 Cloud Hosting to be within Data Centers in India, as per GOI MEITY Rules.
- 3.3 All above modules should work seamlessly in a Single Sign On- Including Applications, Learning, Examinations, Fee Payment etc.
- 3.4 While parts or modules of the Platform may be allowed to be built on Open Source Software, the bulk of the modules as well as core

systems should be built on proprietary technology to ensure safety and security concerns in the process.

- 3.5 If Proprietary technology/Intellectual Property of any kind is used for the purposes of the Tender, the Bidder shall provide a document/agreement from the Owner of said technology certifying that the bidder has right to use the same.

CHAPTER-V

BID EVALUATION PROCESS

1. BID EVALUATION PROCESS:

- a) The bid evaluation shall consist of following phases:
- i) **Phase I** – Evaluation of Technical bid in accordance to the Pre-Qualification criteria and other tender compliances. QCBS evaluation of the Technical Bid of Pre-Qualified Bidder as per the Marking Scheme mentioned in the bid document.
 - ii) **Phase II** - Evaluation of Financial bid

Note: - It is mandatory for the bidder to qualify all the Pre - qualification to be eligible for QCBS evaluation including presentation as per Marking Matrix. Only technical qualified bidder shall be considered for opening of their Financial Bid and evaluation thereof.

Phase I: Evaluation of Technical Bid:

Bidder has to upload all documentary evidences in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily. **The QCBS rating/marking and financial bid opening will be carried out for only those bidders who qualify in the Technical bid.**

2. PRE QUALIFICATIONSCRITERIA

The minimum pre-qualification criteria for the bidders to be eligible for this RFP process are specified below. Responses not meeting the minimum pre-qualification criteria will be rejected as soon as such proposals are received, and will not be considered for Technical evaluation and QCBS marking

S. No.	Pre-Qualification Criteria	Supporting Document to be attached	Page No.
1	The bidder must be the Indian registered company.	Copy of Certificate of Incorporation.	

2	The Bidder must have valid GST Registration and PAN number allotted by the respective authorities.	Copy of GST and PAN numbers and Registration Certificates	
3	The bidder should have a minimum of five years of actual and direct working experience related to providing technology platform as a services for the provision of ODL / Online Education Programmes to Central / State Universities	Copy of Purchase Order & a Completion Certificate from each institute must be submitted along with the list of implemented Programmes/Courses. Annexure-V	
4	The Bidder should neither have been blacklisted by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ Private Sector with regards to the works executed by it in the last five years as on last date of submission of RFP.	The Director of the Company /Bidder shall furnish an undertaking on the letter head as per Annexure-VI	
5	Bidder's learning platform should be utilized by Minimum 2 Universities offering Online Program who have received approval from UGC Expert Committee, either under Standalone UGC (Online Courses or Programmes) Regulations, 2018 or the combined University Grants Commission (Open and Distance Learning Programmes and Online Programmes) Regulations. Out the two universities at least one should be Government University.	Agreement's Copy with Relevant Universities.	
6	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. (However, Online Assessment Platform or Cloud Service provider can be different)	Certificate from the Director of the Company/Bidder must be furnished as proof - Annexure-VII.	
7	The Bidder should be having a positive net worth in the last three		

	<p>consecutive financial years, with an average Annual turnover of at least INR 10 Crores in the last three financial years (FY 2017-18, 2018-19, 2019-20).</p> <p>For MSMEs and Start-Ups duly registered with the Government of India the turnover criteria shall be relaxed by 20% (i.e. these firms should have an average Annual turnover of at least INR 9.6 Crores in the last three financial years (FY 2017-18, 2018-19, 2019-20)), Subject to meeting of quality, scope of technical specification and other criteria asked in this document.</p>	<p>Audited/ Certified financial statements by chartered Accountant or firm - Annexure-VIII</p> <p>Valid registration certificate issued by NSIC/MSME or other appropriate government authorities.</p>	
8	The Cloud Service Provider must be MeitY Certified.	MeitY certification	
9	Mention setup time required by the vendor once the agreement is signed.	45 days (Undertaking by the firm on letter head)	

- Notwithstanding anything stated above, the KUK reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the KUK.
- Technical bids will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- The bidder is required to submit Undertaking/Copyright/Trademark certificate from concerned authorities against each point of Pre-qualification where ever applicable

The bidder who fulfilled the eligibility criteria shall further be evaluated as per following marking matrix:

Marking Matrix: In the below table, marking parameters for technical evaluation are mentioned:

3. TECHNICAL QUALIFICATION CRITERIA

(Facts to be as on date of last date of submission of RFP)

S. No	Marking Parameters	Maximum Marks
1.	<p>The average Annual Turnover of the Bidder during last three financial years (with audited figures for FY 2017-18, 2018-19, 2019-20 and Unaudited Figures for 2020-21 – certified by the Management 2020-21 upto 31st March 2021) from providing PaaS for LMS solutions in educational institutions in India only.</p> <p>(The bidder shall furnish an undertaking and Certified statements by chartered Accountant of firm with audited figures for FY 17-18, 18-19 and 19-20 and Unaudited Figures for 20-21 – certified by the Management.)</p> <p>A weightage of 7 marks for a turnover Upto INR 10 Crores</p> <p>For MSMEs and Start-Ups duly registered with the Government of India the turnover criteria shall be relaxed by 20%</p> <p>A weightage of 1 marks will be given for a turnover of each INR 01 crore above the turnover of INR 12 crores</p>	15 marks
2.	<p>The bidder should in its lifetime have helped in admitting students into various programs offered under both Open & Distance Learning and Online programs of all Universities.</p> <p>Report from Platform/ERP/CRM certified by Director of the Company/Bidder must be furnished as proof.</p> <p>A weightage of 0.6 marks will be given for every 1000 students admitted.</p>	15 marks
3.	<p>The bidder should have entered into an agreement to help provide admissions and platform for Online teaching and learning for their ODL/Online programs with Central/State/Deemed/Autonomous/Private university</p> <p>Copies of relevant pages of work orders and agreements with University certified by Director of the Company/Bidder must be furnished as proof.</p> <p>Weightage for providing above services to a Central/State/Private/Autonomous university in the top 100 NIRF ranking</p> <p>1) per Central/State University = 10</p>	45 marks

	2) per Autonomous Government University = 7 3) per Private /Deemed University = 4	
4.	Total employees on pay roll of the bidder for the proper execution of the contract.	10 marks
	An Undertaking to be submitted by designated authority of the organization. A weightage of 0.1 marks will be given for each technical personal employed by the firm for such kind of projects and maximum of 10 marks to this account can be awarded. Detail of each employee (educational qualification, Experience etc.) should be attached.	
5.	Technical Presentation - Demonstration of the proposed software solution (currently in use by some clients) having functions as per the requirements in the RFP. Integrated solution will carry higher weightage in the Technical Presentation. Expert Committee for the Technical Presentation will evaluate : i. Value addition to current system ii. Resource Planning: the bidder's capability and product quality (Project Team deployment plan, System Configurability and Up gradation, Application deployment and testing strategy, Quality Control Procedures suggested by bidders, Previous project implementation timelines etc. iii. Capability of Handling the admissions and Managing Academic support System (Studio facility, Contents creation and delivery, Technical Expertise for monitoring and supporting the Programmes/Courses through LMS, capability of handling of concurrent proctored online examinations, integration of virtual classroom etc.) for Category I / Category II Universities. iv. Implementation Methodology : (based on documents submitted and presentation (PPT) made to Kurukshetra University evaluating committee as part of technical bid) However this list is not the final list and committee may modify it at any later stage.	15 marks

	Note- The Technical Presentation will be held at Kurukshetra University, Kurukshetra (KUK) and Bidder will have to make all the arrangements to attend the same according to the notified date and time at their own.	
	Total	100 marks

- **The bidder who scores minimum 70 marks as per marking scheme shall be declared qualified in technical evaluation stage and notified for opening of their financial bids.**
- Qualified bidders would also be advised to attend opening of the financial bid.

Phase II: Evaluation of financial bids:

The Financial bid will be evaluated for 30 marks only. The process of calculation of weightage for financial bid and final score is given in next section. The Financial bid shall be opened of only that bidder who has found to be technically eligible. The financial bids shall be opened in presence of representative of technically eligible bidder, who may like to be present. Kurukshetra University, Kurukshetra shall inform the date, place and time for opening of financial bid.

- Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.

4. Final Proposal shall be given scoring as below:

- a) Normalization factor (N1) to obtain the Normalized Technical score of the bidders shall be calculated as below:

$$N1 = T/Th$$

Where:

N1 = Normalization factor for calculation of Technical score.

T = Technical Marks obtained by the bidder under consideration as per marking scheme

Th = Highest Technical Score obtained by any bidder

- b) Normalized technical score for the Bidder under consideration will be calculated using the following relation:

$$T_n = (N1) * (\text{Weightage of the Technical Score i.e. } 70)$$

Where

T_n = Normalized technical score for the Bidder under consideration

- c) Normalization factor (N2) to obtain the Normalized Financial Score of the other bidders shall be calculated as below:

$$N2 = FL / F$$

Where:

N2 = Normalization factor for calculation of Financial score.

F = the quoted price of Financial Proposal under consideration

FL = the price of lowest priced Financial Proposal

- d) Normalized financial score for the Bidder under consideration will be calculated using the following relation:

$$F_n = (N2) * (\text{Weightage of the Financial Score i.e. } 30)$$

Where

F_n = Normalized Financial score for the Bidder under consideration

5. Combined QCBS Evaluation

The score of technical proposal including presentation would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the Technical bid including presentation (T_n), and Financial proposals (F_n) shall be used to rank the bidders on the basis of formula given as below:

Combined Score = Normalized Technical Score (T_n) + Normalized Financial Score (F_n)

Bidder with highest Combined Score shall be declared selected Bidder.

In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in technical evaluation shall be selected.

CHAPTER-VI

TIME LINE & PAYMENT TERMS

1. DURATION & TIMELINE:

The contract will be valid for a period of at least 5 Years from the date of signing of contract /Memorandum of understanding (MoU). The successful bidder has to complete the task of implementation to conduct admissions for the July 2021 in a stipulated time, unless terminated earlier in accordance with the provision of the signed agreement.

2. PAYMENT TERM:

The Quarterly/Monthly payment per student usage charges (percentage of fee as decided in the financial bid/agreement) for setting up Technical, Academic and Student Support infrastructure for Online Programs, including responsibility of managing day-to-day operations of entire solution will made.

CHAPTER-VII

Agreement for Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E- Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations

Process

AGREEMENT BETWEEN KURUKSHETRA UNIVERSITY AND Bidder's Name, WITH RESPECT TO OFFERING TECHNOLOGY & SERVICES TO STUDENTS OF ONLINE PROGRAMME

=====

This Agreement is made on __ day of Two thousand and Twenty one

BETWEEN

Kurukshetra University, Kurukshetra having its campus at Kurukshetra, Haryana, India. Pin – 136119.

Hereinafter called the “First Party” which is represented by its Registrar, which term shall include the successors, nominees, assignees, authorized persons, employees, on the one part,

AND

Bidder's Name, is a company (Corporate Identity No. _____) registered under Companies Act 1956 with registered office Address: _____, India which is represented by _____, herein after called the “Second Party”, which shall include the successors to the office of the CFO, their authorized directors, shareholders, assignees, nominees, liquidators on the other part.

Hereinafter both the parties jointly will be referred to as “parties” and establish the agreement as follows:

Whereas:

- Kurukshetra University has decided to provide academic programmes through online using technology, internet, and both based on relevant regulations in force time to time.

- **Bidder's Name** has agreed to provide technology support to Kurukshetra University for the Online Programmes of Kurukshetra University.
- **Bidder's Name** would provide technology support to Kurukshetra University in regard to student enrolment, licensing of multimedia/online courses, digital content creation as per approved syllabus, technical training for faculty as and when required, aid in internet-based delivery and student management services to all the students enrolled into all the Online Programmes offered by Kurukshetra University as mutually agreed in writing by both the parties periodically.

1. General Provisions

Scope of this Agreement

Both parties recognize and acknowledge that the present Agreement is solely an arrangement to facilitate technology and coordination between Kurukshetra University & **Bidder's Name** for providing admissions support to online programmes, and delivery of the Programmes via technology, internet or both.

This agreement shall not amount to a Franchisor-Franchisee relationship.

Bidder's Name has exclusive rights to support the University with technology and Services in helping the University solicit, enroll students and deliver all the courses under the Directorate of Online Programmes offered by Kurukshetra University.

2. Definitions

In this agreement, unless the context otherwise requires, the following terms shall have the meaning assigned to them with the normal grammatical variation.

“First Party” or “University” and/or “Kurukshetra University” means Kurukshetra University who is a party to this agreement.

“Educational Technology Service provider” or “Second Party” and/or “_____” means **Bidder's Name**, who is a party to this agreement providing technology support to Kurukshetra

University for Online Programmes.

“Programmes” means all the Programmes/Courses/Diploma etc. offered by the KUK through Online Mode and listed in **Appendix -A** (List of Courses) of this agreement and which may also be amended based on future approvals received from UGC and also based on mutual agreement between the parties

“Education Technology Online Learning Platform” or ‘Platform’ means the digital platform offered to deliver Programmes offered by the Directorate of Online Programmes Kurukshetra University, by **Bidder’s Name**

Under this agreement, the term “Students” means all students who are pursuing the Online Programmes under the Directorate of Online Programmes of Kurukshetra University who have either enrolled or undergoing academic sessions.

3. Obligations of the Education Technology Service Provider (Bidder’s Name

Bidder’s Name will assist Kurukshetra University in soliciting and enrolling students in its Online Programmes via the domain name **www.kukonline.in** _____ supported by **Bidder’s Name**

- a. The domain name **www.kukonline.in** _____ shall exclusively facilitate enrolment and offer Online delivery to all the students of the Directorate of Online Degree Programmes of Kurukshetra University.
- b. The domain name **www.kukonline.in** _____ shall facilitate the student's admission to all the offline and online support centers of Kurukshetra University in association with **Bidder’s Name**
- c. The domain name **www.kukonline.in** _____ will be linked to the main website of Kurukshetra University, i.e., Kurukshetra University. www.kuk.ac.in
- d. Direct all the students to pay the fees at the time of admission to the payment gateway
- e. Provide Technology Support Services to Kurukshetra University in all pre-admission and post-admission services to all the students enrolling for Online Programmes from India or abroad, under this agreement on the basis of specific requirements of

- each programme as agreed mutually between the parties.
- f. Provide adequate Technology Support Services, through internet marketing, search engine, social media, through offline information offices, and other means, as per agreed guidelines, to Kurukshetra University to promote the programmes and solicit students to pursue Programmes under this agreement.
 - g. Perform all activities as mentioned in this entire agreement only for students who are covered, under in this agreement.
 - h. Will provide e-learning materials with technology to study for all of Online Programmes in association and approval from Kurukshetra University.
 - i. **Bidder's Name** will fulfill all the terms of this MoU irrespective of the number of students enrolled for the Programme.

4. Obligations of Kurukshetra University

- a. Will provide to **Bidder's Name** the list of Online Programmes offered by Kurukshetra University with applicable fees. This list will contain a detailed curriculum and description of the programmes.
- b. Timely approve the content and materials proposed to be used by the Second Party towards the marketing and promotional services to be provided under this Agreement.
- c. Ensure that the terms and conditions under this Agreement and Programmes covered under this agreement are in compliance with the rules and regulations in force.
- d. Ensure that it shall not directly or indirectly engage the services of any other service provider for providing the same or similar services for India or outside India.
- e. Will provide to **Bidder's Name** the content of application forms, prospectus, etc., for the programmes to be conducted as per the approval of the UNIVERSITY from time to time.
- f. Will provide adequate space at the University premises to select personnel of **Bidder's Name**
- g. Shall finalize the examination dates and intimate it to **Bidder's Name** well in advance.
- h. Shall issue identity cards to students who have been admitted /registered for the programmes
- i. Shall issue Programme Completion Certificate/s and Degrees, Diplomas, and Certificates as required for the students on successful completion of the programmes.

- j. Shall nominate a Responsible Officer / Faculty as a Single Point of Contact.
- k. Shall give advertisements for Online Programmes.
- l. Shall conduct examinations, which includes preparation of Question papers, evaluation and declaration of results.

5. Course Administration

All processes involved for the Online Programmes, such as selection of candidates, admissions, teaching, examination, evaluation and certification, etc., of the candidates, shall be carried out by Kurukshetra University.

Bidder's Name would be solely responsible for providing technical support and action of all these activities.

- a) **Bidder's Name** will offer technology support in collating and scrutiny of each student admission form for further confirmation of admission to the student of Kurukshetra University
- b) Online Learning Platform of the University shall be to enroll students via a dedicated user id and password. **Bidder's Name**will provide relevant technology support services.

6. Examination

- a. Dates and schedule of Examinations for the programmes shall be announced by Kurukshetra University at appropriate time during the semester.
- b. **Bidder's Name**..... will provide all Technology Support to and provide administrative support pertaining to examination, such as collecting, collating the examination application forms facilitating the students to remit the Examination fees and related actions to Kurukshetra University.
- c. For conducting examination through Online mode, **Bidder's Name** Would deploy the online infrastructure as specified by the authorities and also bear the cost of Online Proctoring invigilators.

7. Commercial Terms

All fees mentioned herein and for all revenue share mentioned in all sub-clauses are applicable for all fees paid by students throughout the tenure of the student at the University for all Semesters and years.

7.1 All fees collected by the University from students at the time of admission and examination and for all future fees paid by the student, would be directed to select payment gateways on the new website which would be credited to an escrow bank account. The escrow account will distribute the share to the independent bank accounts of each party and transfer funds immediately as per the pre-defined share mentioned in subsequent clauses of this agreement, to each Party. Payment to **Bidder's Name**would be made from the escrow bank account instantly as and when the fees from the student is credited into the escrow account whether for the first time or for subsequent semesters or years. During the collection cycle for both new admissions and re-registration a reconciliation would be done at the end of every month on the application forms generated during the entire admission cycle. During this Monthly reconciliation if there is any payment that is to be made from one party to the other, ie either to the University or to **Bidder's Name**, the same would be credited from one party to the other party in the ensuing week post reconciliation

7.2 Revenue Sharing on all other students enrolled without the support of Information offices of the University:

Revenue Sharing:

Kurukshetra University% of Course Fees

Bidder's Name % of Course fees

GST as applicable as per government norms payable by university.

- a. The course fee herein means the sum of Tuition fee, Special fee, Admission fee, etc. paid by the student every term or semester or year and would be collected by the University using the technology Platform and services offered by **Bidder's Name**
- b. For all students who enroll to the University for programmes of Directorate of Online Programmes, Kurukshetra University, the course fee collected from students for each programme

shall be shared on between Kurukshetra University and **Bidder's Name** This would include but not limited to students enrolling through the online marketing efforts of **Bidder's Name**, and any student who enroll directly to the University either from India or abroad, and for students who enroll through the support of Information Offices of University. From the Total application admission and examination & course fees paid by the Student every term, a license fees for usage of the **Bidder's Name**Platform and marketing services would be paid to **Bidder's Name**. Students would have year-wise payment options for the above programmes.

- c. Second Party can promote the said programmes and also provide an opportunity to interested students, who seek industry connect or industry based certifications at actual cost plus some additional charges as decided by the University enabling students better career growth avenues.
- d. This license fee payable to **Bidder's Name.....** would be as a percentage of the student fees, exclusive of all applicable taxes like GST etc. which would be paid extra. This percentage would be determined by the number of students enrolled through platform and marketing services offered by **Bidder's Name** into various programmes per cycle and they would be defined thus:

7.3 Examination Fees

- a. For all examinations that are conducted for all programmes and students under this agreement, the total examination fee shall be shared on the ratio of 70%:30% between Kurukshetra University (...%) and **Bidder's Name**(...%) respectively. GST will be applicable as per the Government Rules and would be extra and over and above the said revenue share to **Bidder's Name**
- b. Examination fees will be fixed by the University as per norms approved by the competent body of the University, taking into consideration the cost of conducting the examination either on a online or offline mode.

8. Intellectual Property Rights

- a. The copyright of all the Multimedia course material, provided by and developed by Kurukshetra University, without any

support of **Bidder's Name** platform or services will vest exclusively with Kurukshetra University and **Bidder's Name** shall have no right or interest therein whatsoever.

- b. All existing curriculum and content provided by Kurukshetra University would be the copyright of Kurukshetra University.
- c. The copyright of all the Multimedia course material, provided by and developed by **Bidder's Name** Platform, content or services will vest exclusively with **Bidder's Name** and Kurukshetra University shall have no right or interest therein what so ever.

9. Confidentiality

During the term of this agreement, each party will maintain the confidentiality of the confidential information of the other party and shall not disclose/share such information other than for the purposes of this agreement.

10. Duration and Termination of Agreement

This agreement shall be valid for a period of Ten years effective from the date of signing of this agreement which would be auto extended to further periods of 3 years effective from the date of signing of this agreement. During the period of this Agreement, it is terminable on a minimum of 6 (Six) months' notice by either side. However, students admitted prior to the date of notice of termination shall be allowed to complete their programme of study and appear in the relevant examinations and the obligations of the respective parties shall continue to be in force during such period, including the extended period, if any, irrespective of termination of the agreement.

11. Force Majeure

If due to 'Force Majeure' like riots, political disturbance, floods, earthquake, endemic, pandemic, or any other natural calamities, or any other similar reason, it becomes advisable or necessary in the agreed opinion of the parties to this agreement to terminate the programmes under this agreement, the agreement may be terminated at any time by mutual consent in writing and in cases the parties do not agree, the Agreement may under the said circumstances be terminated by any of the parties by giving 30 days' notice in writing to the other party. Such termination shall be

effective in the manner specified in the said notice and shall be without prejudice to the claims which any of the parties may have against the other on the termination of this Agreement in the manner aforesaid. Such Termination shall also be without detriment to the ongoing programmes and the enrolled students shall be enabled to complete their programmes to avoid hardship and the parties to this agreement shall continue to perform their respective obligations till the completion of ongoing programmes.

12. Amendment to the Agreement

During the operation of the Agreement, if circumstances arise for alteration or modifications of this Agreement, such modifications/alterations can be carried out by mutual discussion and agreement in writing between the parties to this agreement.

13. Penalty

In the event of non – performance of any duties/obligations or breach of any other conditions mentioned in this agreement by **Bidder's Name**, this agreement stands cancelled without giving any prior notice and the **Bidder's Name** shall be liable for a penalty of not more than 1% of the revenue payable / due to **Bidder's Name**. In no event shall either party be liable to the other or anyone else for special collateral exemplary, punitive, indirect, Incident or consequential damages (including without limitation, loss of goodwill, loss of profit or revenue, loss of saving, loss of use, interruption of business and claims of customers

14. Indemnification

Each Party shall indemnify the other for any loss or harm caused by misusing their respective material or in case of failure of compliance to statutory requirements by other Party.

15. Miscellaneous Provision

Governing Law: This Agreement shall be construed and enforced in accordance with the law governing such matters in India.

Entire Agreement: This Agreement including the attachments herein mentioned, constitute the entire Agreement of the parties with

respect to the subject matter hereof and may not be modified or amended except by a written agreement signed by both Parties

No Waiver: The failure of either party to enforce any of the provision here of shall not be construed to be a waiver of the right of such party therefore to enforce such provision.

Assignment: This Agreement shall ensure to the benefit and be binding upon the Parties here and their successor and assigns provided.

Non-Solicitation: During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party.

Publicity: **Bidder's Name.....** shall be permitted to make reference to Kurukshetra University in its brochures, websites and publicity material relating to the programmes being offered in the manners mutually agreed to from time to time.

16. Arbitration and Governing Law

- a. The Parties expressly agree that any and all controversies or claims and disputes and differences arising out of or in connection with or relating to this Agreement including any questions regarding its interpretations, existence, validity or termination or the breach thereof shall be referred to and be resolved by or settled by binding arbitration in English ,conducted in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereon for the time being in force, which rules are deemed to be incorporated by reference in this clause, and the award made in pursuance thereof shall be final binding on the Parties.
- b. The arbitrator shall be selected by agreement of the Parties or, if they cannot agree on an arbitrator within thirty (30) days after written notice of a Party's desire to have a matter settled by arbitration, then the arbitrator shall be selected as per the provisions of the Arbitration and Conciliation Act, 1996. The determination reached in such arbitration shall be final and

binding on all Parties hereto without any right of appeal except as provided by the Arbitration & Conciliation Act, 1996 and any amendment of the same from time to time.

- c. Any court of competent jurisdiction may enforce any determination or award of the arbitrator. The Parties hereby expressly waive any right to trial by jury or class treatment of any claim, demand, action or cause of action arising out of or relating to this Agreement or the breach thereof, provided that nothing in this agreement shall preclude a Party from seeking to compel arbitration in a district or high court of competent jurisdiction. This Agreement shall be interpreted and construed under the laws of India without regard to its conflicts of law principles. The Parties agree to submit to the exclusive jurisdiction of the courts in Chennai in connection with any dispute arising out of or in connection with this Agreement.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

Kurukshetra University
KURUKSHETRA

Bidder's Name

(Authorized Signatory)

(Authorized Signatory)

NAME:

NAME:

DESIGNATION:

DESIGNATION:

WITNESSES:

WITNESSES:

Name:

Name:

Appendix - A

Programmes to be offered under this agreement and their fee structure

As on the date of signing of this agreement the following programmes may be offered under this agreement

As and when the University gets approval to offer more programmes all those programmes would be automatically be construed to be included in this Appendix or deleted as the case is

Online Programmes	Sem 1	Sem 2	Sem 3	Sem 4	Sem 5	Sem 6	Total
BACHELOR OF ARTS (B.A.)	11,000	9,000	9,000	9,000	9,000	9,000	56,000
BACHELOR OF COMMERCE (B. Com.)	11,000	9,000	9,000	9,000	9,000	9,000	56,000
MASTER OF ARTS in Mass Comm. (M.A.)	11,000	10,000	10,000	10,000	NA	NA	41,000
MASTER OF COMMERCE (M. Com.)	11,000	10,000	10,000	10,000	NA	NA	41,000

- Bidder have to give the proposed fee structure for each of the above programme.
- Students to pay exam fees separately at the time of exams
- Students would be provided with options of EMI facility for convenience purpose
- As an Option, Interested Students would pay additional fees for any other career advancement services / courses to Second Party along with the above mentioned degree programmes which includes dual certification option offered by Second Party

List of some additional futuristic Certificate/ Diploma /Advance Diploma courses to be introduced.

Following is the list of some futuristic Certificate/ Diploma /Advance Diploma courses which may be started soon by the university. Bidder has also to give the proposed fee structure for all these Certificate/ Diploma /Advance Diploma courses

S. No.	Certificate/ Diploma Course in Language	Duration	Fee	Total
1	German	6 Months	10,000	10,000
2	French	6 Months	10,000	10,000
3	Japanese	6 Months	10,000	10,000
Certificate/ Diploma Course in Thrust Area of Technology				
4	Cyber Security	12 Months	40,000	40,000
5	Artificial Intelligence / Machine Learning	12 Months	40,000	40,000
6	Data Analytics	12 Months	40,000	40,000
7	Internet of Thing (IoT)	6 Months	30,000	30,000
8	Block Chain Management	6 Months	30,000	30,000
9	Cloud Computing	6 Months	30,000	30,000
10	Full Stack Development	6 Months	30,000	30,000

Tender Compliance Sheet

Bid must be arranged as per the following sheet. All the pages of the bid must be signed and stamped by the authorized person with date and the page number of the documents be mentioned in the below table.

S. No.	Description	Yes/No with Page No.
1.	Whether the bidder has Submitted the EMD/Bid fee as per bid requirement.	
2.	Amount of EMD/Bid fee as per bid requirement or not? (Give online transaction Id)	
3.	Bid validity 90 days or not?	
4.	Legal Status/ Constitution of firm (any document) The bidder must be the Indian registered company.	
5.	GST Registration Certificate and PAN Number (relevant document copy)	
6.	Whether the bidder has quoted for all the items in the Schedule?	
7.	Whether price as per Financial Bid quoted or not?	
8.	Whether Project Timeline as per bid agreed or not?	
9.	Payment terms as per bid agreed or not?	
10.	Power of Attorney (Annexure-II)	
11.	Declaration Sheet (Annexure-III)	
12.	Letter of Bid submission (Annexure-IV)	
13.	Supporting documents having details of Projects completed during last five years. (Annexure-V)	
14.	Undertaking Regarding the Non-Blacklisting of the firm as per Annexure-VI or not?	
15.	Authorization letter from the OEM or a self-declaration of being the OEM (Annexure-VII , Part I and II)	
16.	Audited/ Certified financial statements by chartered Accountant or firm (FY 2017-18, 2018-19 and 2019-20) (Annexure-VIII)	

S. No.	Description	Yes/No with Page No.
17.	Valid registration certificate issued by NSIC/MSME or other appropriate government authorities. (For MSMEs and Start-Ups only)	
18.	Relevant Document against S. No. 5 of Pre-qualification criteria under Chapter-V (Bid Evaluation Process)	
19.	Relevant Document against S. No. 8 (MeitY Certification) of Pre-qualification criteria under Chapter-V (Bid Evaluation Process)	
20.	Relevant Document against S. No. 10 of Pre-qualification criteria under Chapter-V (Bid Evaluation Process)	
21.	Signed copy of Pre-contract integrity pact (Annexure-IX)	
22.	Document having details of the Technical Support Staff to be provided at KUK (Annexure-X)	
23.	Signed copy of the tender document submitted	
24.	Technical Bid Form	
25.	Relevant Document against S. No. 1 of section 3. Technical Qualification Criteria under Chapter-V (Bid Evaluation Process)	
26.	Relevant Document against S. No. 2 of section 3. Technical Qualification Criteria under Chapter-V (Bid Evaluation Process)	
27.	Relevant Document against S. No. 3 of section 3. Technical Qualification Criteria under Chapter-V (Bid Evaluation Process)	
28.	Relevant Document against S. No. 4 of section 3. Technical Qualification Criteria under Chapter-V (Bid Evaluation Process)	

POWER OF ATTORNEY

Know all men by these presents, we..... (name of firm 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 by the..... (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 confirm 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 2017.

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 shall 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 submit 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 Apostle certificate.

<< **Organization Letter Head** >>**Declaration sheet**

We,..... hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

We, further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, we will support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

NAME & ADDRESS of the VENDOR/ MANUFACTURER/ AGENT	
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
9 Kindly provide bank details of the bidder in the following format: a) Name of the Bank b) Account Number c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)

Name: _____

Seal of the Company

Letter of bid submission

To,

**The Registrar,
Kurukshetra University,
Kurukshetra (Haryana)
India – 136 119.**

Tender No.:

Subject- Request for Proposal for Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E-Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations Process.

-Submission of Bid -

Sir,

This bears reference to KUK Bid No. DDE/KUK/2021/July/

Dated We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document and have examined the details given in Notice Inviting Bid & Bid Document for the above work.

I/we hereby submit the relevant information.

- 1 I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.
- 2 I / we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by KUK on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. KUK will not entertain any claim or entertain any reason for this intentional act. KUK may go for the legal action against the bidder for recovering any one or all damages caused to KUK or its client on this account.

- 3 I/We hereby certify 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 KUK from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.
- 4 I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 5 I/We also authorize KUK to approach individuals, employers, firms and corporation to verify our competency and general reputation.
- 6 I/We submit the all **certificates** in support of our suitability, technical knowledge and capability for having successfully completed works **as detailed out in Annexure-V.**

Enclosures:

Date of Submission:

The above document is executed on at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

Place:

ANNEXURE-V

Details of Projects Completed during Last 5 years

Tender No.:

Name of the Firm:

S. No	Name of Client	Name of the Project and brief description	Date of award	Date of Completion	Current Status	Name of Contact Person and other details
1.						
2.						
3.						
4.						
5.						
6.						
7						
8						

Copy of Purchase Order & a Completion Certificate from each institute must be submitted along with the list of implemented Programmes/ Courses

UNDERTAKING

This is to confirm that we M/s _____ (give full address) have not been declared blacklisted/debarred by any government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, Kurukshetra University Kurukshetra, Haryana, India - 136119 will have full right to cancel the Contact and forfeit the Performance Guarantee and can take any legal action which shall be deemed fit at that point of time.

Authorized Signatory

Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).

(OEM/Manufacturer form)

I. OEM's FORM

No.:

Dated.....

To,

**The Registrar,
Kurukshetra University,
Kurukshetra (Haryana)
India – 136 119.**

Reference Tender No.:

We _____ who are established and reputable Platform-As-a-Service (PaaS) of (name and description of goods offered) having factories at (address of factory) do hereby declare that we M/s _____ (Name and address of Agent) are the sole OEM for LMS platform necessary for delivery of the Online Programmes /Courses. It is also certified that No sub-contract or sub-letting of work or consortium of companies for providing Online Platform has been used.

However, for Online Assessment Platform and Cloud Service provider a separate authorization form has been submitted.

We hereby extend our full guarantee and warranty as per the terms and Conditions of the RFP.

Yours faithfully

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

II. Manufacturers' Authorization Form

No.

Dated.....

To,

**The Registrar,
Kurukshetra University
Kurukshetra, HARYANA,
INDIA- 136119**

Tender No.:

We _____ who are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods designed & developed by us.

No company or firm or individual other than M/s _____ are authorized to bid, and conclude the contract for the above goods designed & developed by us, against this specific RFP. (This para should be deleted in simple items where manufacturers sell the product through different front bidders.)

We hereby extend our full guarantee and warranty as per the terms and Conditions of the RFP.

Yours faithfully

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

ANNEXURE-VIII**Annual Average Turn Over: -**

Sl. No.	Financial Year	Annual Turn over
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-21*	
Total		
Average		

* Unaudited Figures for 2020-21 – certified by the Management 2020-21 upto 31st March 2021

Note: Certificate from Statutory Auditor/ Chartered Accountant certifying balance sheet only for all three years to be attached.

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2021, between, on one hand, acting through Shri/Smt. _____, Designation, Kurukshetra University Kurukshetra, Haryana (India) (hereinafter called the “BUYER”/ “Kurukshetra University Kurukshetra, Haryana” 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 _____, Chief Executive 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 Kurukshetra University Kurukshetra, Haryana proposes to procure services towards **“Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E- Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations Process”**

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No..... Dated 2021.

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 Kurukshetra University Kurukshetra, Haryana 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 Kurukshetra University Kurukshetra, Haryana to obtain the desired services as referred to in the Bid document No. **DDE/KUK/July/2021/.....**dated2021 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 Kurukshetra University Kurukshetra, Haryana 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 Kurukshetra University Kurukshetra, Haryana

- 1.1 The Kurukshetra University Kurukshetra, Haryana undertakes that no official of the Kurukshetra University Kurukshetra, Haryana, 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 Kurukshetra University Kurukshetra, Haryana 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 Kurukshetra University Kurukshetra, Haryana with full and verifiable facts and the same is prima facie found to be correct by the Kurukshetra University Kurukshetra, Haryana, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Kurukshetra University Kurukshetra, Haryana 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 Kurukshetra University Kurukshetra, Haryana 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 Kurukshetra University Kurukshetra, Haryana, 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.
- 3.2 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 Kurukshetra University Kurukshetra, Haryana 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 disfavour 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 confirms and declares to the Kurukshetra University Kurukshetra, Haryana that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Kurukshetra University Kurukshetra, Haryana 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, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 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 Kurukshetra University Kurukshetra, Haryana 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 Kurukshetra University Kurukshetra, Haryana 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 Kurukshetra University Kurukshetra, Haryana, or alternatively, if any relative of an officer of the Kurukshetra University Kurukshetra, Haryana has financial interest / stake in the BIDDER's firm, 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 Kurukshetra University Kurukshetra, Haryana.

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 MONEY DEPOSIT**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 1,00,000/- as Earnest Money with the Kurukshetra University Kurukshetra, Haryana through Account Payee Bank Draft or a Pay Order in favour of Kurukshetra University Kurukshetra, Haryana (India) .
- 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 shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Kurukshetra University Kurukshetra, Haryana, including O&M 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 (**Annexure-XI**) deposited towards forfeiture of said amount in case of a decision by the Kurukshetra University Kurukshetra, Haryana to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the Kurukshetra University Kurukshetra, Haryana to the BIDDER on Earnest Money Deposit for the period of its currency.

6. **SANCTIONS FOR VIOLATIONS**

- 6.1 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 Kurukshetra University Kurukshetra, Haryana to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. 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 Kurukshetra University Kurukshetra, Haryana and the BUYER (Kurukshetra University Kurukshetra, Haryana) shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the Kurukshetra University Kurukshetra, Haryana, 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 shall be. If any outstanding payment is due to the BIDDER from the Kurukshetra University Kurukshetra, Haryana 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.
- v. 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 Kurukshetra University Kurukshetra, Haryana, along with interest.
- vi. 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 Kurukshetra University Kurukshetra, Haryana resulting from such cancellation/rescission and the Kurukshetra University Kurukshetra, Haryana shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the Kurukshetra University Kurukshetra, Haryana.
- viii. 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.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Kurukshetra University

Kurukshetra, Haryana 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 Kurukshetra University Kurukshetra, Haryana to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The Kurukshetra University Kurukshetra, Haryana will be entitled to take all or any of the actions mentioned at Para 6.1(i) 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 Kurukshetra University Kurukshetra, Haryana 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 Kurukshetra University Kurukshetra, Haryana, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 7.1 An Independent monitor (s) shall be appointed by Kurukshetra University Kurukshetra, Haryana, in case of breach of the provisions of the pact.
- 7.2 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.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 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 Kurukshetra University Kurukshetra, Haryana.
- 7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Kurukshetra University Kurukshetra, Haryana 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.

- 7.7 The Kurukshetra University Kurukshetra, Haryana 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.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the Kurukshetra University Kurukshetra, Haryana / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Kurukshetra University Kurukshetra, Haryana 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.

9. LAW AND PLACE OF JURISDICTION

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

- 11.1 The validity of this Integrity Pact shall be governed by the terms of the RFP Kurukshetra University Kurukshetra, Haryana/**DDE/KUK/July/21/.....** towards complete execution of the contract to the satisfaction of both the Kurukshetra University Kurukshetra,

Haryana and the BIDDER/Seller, including O&M 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 Bidder with successful bidder.

11.2 Shall 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.

12. The parties hereby sign this Integrity Pact at _____ on _____.

Kurukshetra University
Kurukshetra, Haryana (India)

BIDDER

Name of the Officer :

CHIEF EXECUTIVE OFFICER

Designation:

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

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

ANNEXURE-X**Requirement of Key Personnel to be deputed at
Kurukshetra University, Kurukshetra (Haryana).**

Role	Qualification	Job-Description & relevant experience
Project Manager (Team Leader)	B.E/B.Tech (CS/IT)	<ul style="list-style-type: none"> i. Atleast 08 years of total experience including 4 years of LMS implementation experience. ii. Involved in managing at least 3 successful full life cycle implementation(s) of LMS. iii. Involved in solution design, business blueprinting in similar assignments in the past. iv. Should have been involved in fit-gap analysis jointly with functional consultant – identifies gaps and designs the solution to address the gaps
Team Member	B.E/B.Tech (CS/IT)	<ul style="list-style-type: none"> i. Atleast 03 years of total experience including 02 years of LMS implementation experience. ii. Should have been involved in installation of Cloud and operating system, database and configuration, system maintenance, installation of proposed LMS system. iii. Must be able to impart refresher training as and when required to the new employees in the university and during AMC.

- 1 The successful bidder shall deploy experienced resources at premise of university which must be a full-time employee of the successful bidder.
- 2 Minimum qualification and experience with Job description is mentioned in the table given below:

Resume Format:

Personal Details	Role ()
Name:	
Qualification(s)	
Overall work experience (in years)	

Relevant experience	
Employed by bidder company since	
Details of relevant professional experience	
Engagement Type	
Entity	
Nature of Entity (PSE / Private)	
Period of engagement	
Key work performed	

Name of the Bank: _____

To
The Registrar,
Kurukshetra University
Kurukshetra, Haryana
Pin 136119, India

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the Registrar, Kurukshetra University Kurukshetra, Haryana acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called “The Kurukshetra University Kurukshetra, Haryana”) 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 Agency” 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 Agency 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 Kurukshetra University Kurukshetra, Haryana (India) an amount not exceeding ₹ _____ (₹ _____ only) on demand by the Kurukshetra University Kurukshetra, Haryana (India).
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 Kurukshetra University Kurukshetra, Haryana (India) through the Registrar, Kurukshetra University Kurukshetra, Haryana (India) 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 Kurukshetra University Kurukshetra, Haryana (India) by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency 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

to an amount not exceeding ₹ _____ (₹ _____ Only).

3.

- a) We _____ (indicate the name of Bank) further undertake to pay to the Kurukshetra University Kurukshetra, Haryana (India) any money so demanded notwithstanding any dispute or dispute raised by the Agency 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 Agency 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 Kurukshetra University Kurukshetra, Haryana (India) 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 Kurukshetra University Kurukshetra, Haryana (India), certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency 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 Kurukshetra University Kurukshetra, Haryana (India) 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 Kurukshetra University Kurukshetra, Haryana (India) 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 shall be on being called upon to do so by the Kurukshetra University Kurukshetra, Haryana (India). If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the Kurukshetra University Kurukshetra, Haryana (India) the full amount of guarantee on demand and without demur.

TECHNICAL BID SUBMISSION

TECHNICAL BID FORM - 1

Tender for “Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E- Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations Process.”

General Information of the Bidder

S.No.	Particulars	Details
1	Name of the firm/Company	
2	Year of Establishment	
3	Present Office address	
4	Contact Details: Phone No. : Mobile No : Fax No: e-mail :	
5	Owner/Partner/Directors Name & Address	
9	PAN Number& GST Number	
7	Authorised Person Contact Details Phone No. / Mobile No. Fax No./ e-mail)	

Date:

Place:

Signature of the Bidder

(Authorized Signatory)

TECHNICAL BID FORM – 2
Letter of proposal

Date: __/__/2021

To
The Registrar,
Kurukshetra University,
Kurukshetra-136119
Haryana (India)

Sub: Submission of proposal for Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E- Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations Process (Tender No.: Dated:)

Dear Sir,

We the undersigned offer to provide, our proposal for setting up technical, academic and commercial infrastructure for Online Programs requested by Kurukshetra University, Kurukshetra. We are hereby submitting our Technical Bid Form –II.

We hereby declare that all the information and statement made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation of the service requested and its completion within the time frame indicated in the request document.

We agree to abide by all the terms and conditions of the request for proposal and we would hold the terms of RFP as required.

We understand that this is Quality and Cost Based Selection (QCBS) of Service Provider for Learning Platform and Associated Technology on a Platform-As-A-Service Basis for Delivery of Programmes/Certificate Course/Diploma etc. to be run at KUK UNDER TWO COVER QCBS SYSTEM.

Technical Bid (70% marks of total marks weightage)

(Facts to be as on date of publishing EOI)

S. No	Marking Parameters	Compliance To be filled by Bidder (How many or Yes/No)	Page no. of enclosure
Technical Bid Form			
1.	<p>The average Annual Turnover of the Bidder during last three financial years (with audited figures for FY 2017-18, 2018-19, 2019-20 and Unaudited Figures for 2020-21 – certified by the Management 2020-21 upto 31st March 2021) from providing PaaS for LMS solutions in educational institutions in India only.</p> <p>Relevant Document against S. No. 1 of section 3. Technical Qualification Criteria under Chapter-V (Bid Evaluation Process)</p>	#Give Highest Revenue and Average turnover	
2.	<p>The bidder should in its lifetime have helped admit at least 15,000 students into various programs offered under both Open & Distance Learning and Online programs of all Universities.</p> <p>Relevant Document against S. No. 2 of section 3. Technical Qualification Criteria under Chapter-V (Bid Evaluation Process)</p>	#students	
3.	<p>The bidder should have entered into an agreement to help provide admissions and platform for Online teaching and learning for their ODL/Online programs with Central/ State/ Deemed/Autonomous/Private university</p> <p>Relevant Document against S. No. 3 of section 3. Technical Qualification Criteria under Chapter-V (Bid Evaluation Process)</p>	#Give scoring	
4.	<p>Total employees on pay roll of the bidder for the proper execution of the contract.</p> <p>Relevant Document against S. No. 4 of section 3. Technical Qualification Criteria under Chapter-V (Bid Evaluation Process)</p>	#number of employee	

- **We understand Financial Bids of only those who have secured at least 70% of marks in the Technical Bid shall be opened!**
- We understand you are not bound to accept any proposal you receive.

I hereby solemnly declare and state on oath that the information and the documents furnished above by me are genuine and true to the best of my knowledge and belief.

Authorized signatory

Name and title of the signatory

Name of firm

Address

E-mail:

Place:

Date:

FINANCIAL BID SUBMISSION

Instructions to Bidders

- 1 Financial Bid shall be submitted with full price details.
- 2 Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document.
- 3 Price bid should not have any Commercial and/or Technical stipulation.
- 4 Financial Bid Standard Forms (**Form-1 and Form - 2**) shall be used for the preparation of the price quote according to the instructions provided.
- 5 The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 6 The changes displayed in the corrigendum/addendum to the bid documents, particularly with the financial bid should be attached with the **Financial Bid Submission Form**, in the same packet, duly signed and stamped by the authorized signatory of the Bidder firm.
- 7 The financial bid should be filled in all respect and uploaded in “.PDF” format (only) duly signed and sealed by the authorized representative.
- 8 In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.

Financial Bid Submission Form-I

**To,
The Registrar,
Kurukshetra University
Kurukshetra, Haryana
Pin 136119, India**

Dated: ___/___/2020

Dear Sir,

We, the undersigned, offer to provide **“Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E-Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations Process”** In accordance with your Tender No.: dated ___/___/2021 and certify that no terms and conditions have been stipulated by us in the Financial Bid.

Our attached Financial Bid is for the amount of _____ *[Indicate the corresponding to the amount(s), currency (ies) {Insert amount(s) in words and figures}]*.

Please note that all amounts shall be the same as in Form-1. Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

We remain,

Yours sincerely,
Authorized Signature {In full and initials}:
Name and Title of Signatory:
In the capacity of:
Address:
E-mail:

Financial Bid Submission Form- 2

Date__/__/2021

To

The Registrar
Kurukshetra University,
Kurukshetra-136119
Haryana (India)

Subject: Submission of financial proposal for Setting-up of Fully Managed Platform-As-A-Service Online Learning Platform in Compliance with UGC Regulations, Providing Assistance in creation and supply / supply of E- Content for Kurukshetra University Kurukshetra, and Assistance in Management of Admissions & Examinations Process (Tender No.: Dated:)

Dear Sir,

We, the undersigned, offer to provide the services for setting up Technical, Academic and Commercial infrastructure for Online Programs in accordance with your scope of work as stated in the above tender document and our proposal.

Service category	Commercial Criteria	Service Provider's Quote
1.	No capital cost to Kurukshetra University Kurukshetra and only per student usage charges (As percentage of fee) for setting up Technical, Academic and Student Support infrastructure for Online Programs, including responsibility of managing day-to-day operations of entire solution.	

We understand that the actual payment would be inclusive of applicable taxes, if any.

We declare that the quotation is for the entire scope of the work requested for in the above tender.

Yours sincerely
Authorized signatory
Name and title of the signatory
Name of firm
Address
E-mail:
Place: