

Notice Inviting Tender



Management Development Institute -Gurgaon

Tender Ref. No.: MDI/CC/2022-23/Online-Admissions/03

Date: May 23, 2022

Sub: Invitation of sealed quotations for Cloud-Based Online Admission Management Services [Software as a Service (SaaS)-Managed Services].

Tender Schedule: -

Bid System	Two Bid System Financial Bid and NDA to be submitted in separate sealed envelope. Rest of the documents along with EMD to be submitted in separate sealed envelope as Technical Bid
Last Date of Bid Submission	June 14, 2022 3:30 PM
Online Pre-bid meeting	May 30, 2022 3:30 PM Register for the Online Pre-Bid meeting by expressing intent to join online meeting by sending email to ittender@mdi.ac.in latest by May 30, 2022 3:00 PM. Online Meet link will be shared with all those who register.
For any correction after Pre-bid meeting, the Addendum will be communicated on or after	On or after May 30, 2022
Bid should be addressed to	Senior Systems Analyst Computer Centre Management Development Institute Mehrauli Road, Sukhrali Gurgaon - 122 007, Haryana (INDIA)
EMD	EMD of Rs. 20,000/-(Twenty Thousand) through Demand Draft from any scheduled bank in favour of Management Development Institute payable at Gurugram, Haryana.

The Complete Tender details and any updates on the Tender will be available on the MDI Website at the link: <https://mdi.ac.in/infrastructure/tenders.html>

For any clarifications, write to Email- ittender@mdi.ac.in

The notice inviting bid along with instructions to bidders, Scope of Work, eligibility criteria, system of award of contract, etc. form part of the bid document containing 24 pages in all.

Sd/- For MDI-Gurgaon
(Senior Systems Analyst)

Checklist and Index of the bid document in the order indicated below:

Technical Bid Envelope with following documents

S. No.	Document to be Attached	Whether Submitted
1.	EMD of Rs. 20 ,000/-	Yes <input type="checkbox"/> / No <input type="checkbox"/>
2.	Tender Document signed and stamped on each page	Yes <input type="checkbox"/> / No <input type="checkbox"/>
3.	Filled in and signed Technical Bid on company's letter head accepting all terms and conditions	Yes <input type="checkbox"/> / No <input type="checkbox"/>
4.	Expression of Interest – Format 1	Yes <input type="checkbox"/> / No <input type="checkbox"/>
5.	Profile of the Company – Format 2	Yes <input type="checkbox"/> / No <input type="checkbox"/>
6.	PAN No. & GSTIN (Attach Copies)	Yes <input type="checkbox"/> / No <input type="checkbox"/>
7.	The CMMI Certified Company. Attach copies of valid certificate	Yes <input type="checkbox"/> / No <input type="checkbox"/>
8.	Similar Experience with Client details – Format 3	Yes <input type="checkbox"/> / No <input type="checkbox"/>
9.	Completion certificate from the clients indicated in Format-3	Yes <input type="checkbox"/> / No <input type="checkbox"/>
10.	Financial Strength of the Company – Format 4	
11.	Certificate from CA Certificate in support of Format 4 for Turnover & Profitability for last three years	Yes <input type="checkbox"/> / No <input type="checkbox"/>
12.	Confirmation that Scope as per Annexure-1 is agreed. Attach details if additional features offered	Yes <input type="checkbox"/> / No <input type="checkbox"/>
13.	Affidavit (ON NON-JUDICIAL STAMP PAPER OF RS. 10/-) As per Format given in Annexure-2	Yes <input type="checkbox"/> / No <input type="checkbox"/>

Financial Bid Envelope with following Document

S. No.	Document to be Attached	Whether Submitted
1.	Financial Bid as per Format-5	Yes <input type="checkbox"/> / No <input type="checkbox"/>
2.	NDA as per Annexure-3 (ON NON-JUDICIAL STAMP PAPER OF RS. 100/-) as given in Annexure-2	Yes <input type="checkbox"/> / No <input type="checkbox"/>

(PART-I)

General Information: -

Sealed Quotations are invited for for Cloud-Based Online Admission Management Services [Software as a Service (SaaS)-Managed Services] for MDI-Gurgaon as per the following terms and conditions:

1. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the bid process.
2. All documentation is required to be in English. Corrections/overwriting, if unavoidable, should be signed separately. Tender papers must be signed on all the pages by the bidder.
3. The Institute reserves the right to accept or reject any bid or to select the item or to reject the bidding process or any bid wholly or partly without assigning any reason.
4. Incomplete bids or receiving the bid after closing date and time are liable to be ignored and rejected.
5. The Institute will not be responsible for non-receipt of tender quotations within the specified date and time due to any reason including postal delay or holidays.
6. Please ensure that Tender document must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
7. No quotations would be accepted by E-mail and only hard copies will be accepted.
8. The tender documents are non-transferable and should be submitted in the exclusive name of the party to whom we will actually provide the Purchase order.

9. QUERIES/CLARIFICATIONS:

For any other query relating to technical specifications/ scope, the bidders may submit in the form of email to ittender@mdi.ac.in latest by May 29, 2022 after which no query shall be taken into account. Any corrigendum/Addendum, if required, will be uploaded on MDI Website.

MDI reserves the right to allot/cancel the tenders invited as it may consider/deem fit and proper and to reject the tenders/applications without assigning any reasons at any stage.

10. AMENDMENT OF Tender DOCUMENTS

11. At any time before the scheduled submission of bid, MDI may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by issuing addendum. The amendment in the form of Addendum uploaded on the MDI website will be binding on the bidders.
12. **In order to allow prospective bidder, MDI may, at its discretion shall, extend the deadline for the submission of bids for a reasonable time to take the amendment into account in preparing their bid.**
13. **SUB-LETTING OF CONTRACT:** In no case the successful bidder shall be allowed to sublet this project on back to back basis at any stage. In the event of bidder contravening this condition, the contract shall be terminated with immediate effect
14. The bid should be submitted on company letter head and should be submitted duly signed by the authorized person.
15. Tender once submitted shall not be returned to the tenderer in future.
16. The Institute reserves the right not to disclose names and rates of successful tenderers.
17. The financial bid shall be valid for at least 120 Days. Institute will not entertain any request in respect of escalation of price due to any reason whatsoever.

18. Duration of Contract: The contract will be offered initially for a period of one year. However, based on satisfactory performance and fulfilment of all terms and conditions of this agreement it may be extended at the same rate for two more years subject to approval of the competent authority.

19. Bid received after the closing date/time will not be considered. The bid shall be submitted in a sealed envelope duly marked as "Tender for for Cloud-Based Online Admission Management Services [Software as a Service (SaaS)-Managed Services]".

20. If work is awarded and service not commenced by the vendor within scheduled time (Refer clause-25) as mentioned in this tender document, then EMD amount may be forfeited which will be discretion of competent authority of MDI-Gurgaon.

21. Only those vendors should quote who can satisfy the scope of work and other requirements of MDI as stated in Annex-II.

22. Integrity and obligations during agreement period: The successful bidder will be responsible for and obliged to provide all facilities in accordance with the agreement using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the agreement. The agency will be responsible for managing the activities of its personnel and will hold itself responsible for their violation, negligence, misconduct or deficiency in services, if any.

23. Non-Disclosure/ Confidentiality Agreement: The vendor would have submit a Non-Disclosure Agreement with the Institute for the Admission Data and other data and processes of the Institute which are part of Admission process as per the format enclosed at Annexure-3.

24. Payment Terms:

- a. 50% Payment (on basis of paid applications received) would be released in within 15 days of submission of clear invoice on completion of admission cycle and satisfactory performance.
- b. Balance 50% payment would be released after six months from date of invoice at 24 (a) based on satisfactory performance and on receipt of invoice of balance 50% amount.
- c. EMD would be released at the time of first payment.

25. Delivery, Installation, Commissioning:

The project would be commissioned in all respects within 4 weeks from the receipt of purchase order. The project will end only when all aspects of the project works satisfactorily as per MDI-Gurgaon expectation as per the scope enlisted in Annexure-2.

26. Termination of contract

The institute may, without prejudice to any other remedy, for breach of agreement in whole or part, terminate the contract. **The agreement will be terminated if**

- Vendor fails to provide any or all of the services for which it has been recognized within the period(s) specified in the agreement, or within any extension period thereof if granted by the institute pursuant to conditions of the agreement. OR
- In the judgment of the Institute, it is engaged in corrupt or fraudulent practices in competing for or in executing the agreement. OR
- It fails to follow instructions, guidelines, submission of reports, lists, and data.
- It is found to be involved in or associated with any unethical, illegal or unlawful activities. The agreement will be summarily suspended by the Institute without any notice and thereafter the agreement may be terminated after giving a show cause notice and considering its reply, if any, received within 10 days of the receipt of the

show cause notice.

- If performance of the vendor is not satisfactory in executing the project or the intermittent problems come up after commencement of the project, then same will be informed in writing by MDI as warning letter and if inspite of issue of warning letter the performance does not improved to the satisfactorily level as per expectation of MDI within a fortnight then second warning letter will be issued, then Institute reserves the right to terminate the contract prematurely by giving one-month notice in writing without assigning any further reason whatsoever.
- After the contract comes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained.
- Decision of competent authority of MDI regarding determining the performance will be final.

27. Format of Price Schedule and related terms:

- a. Price must be quoted in Indian Rupees. Prices should be quoted as per the enclosed format both in figures and words. The rates offered should be inclusive of all proposed work and comprehensive in nature.
- b. The charges quoted shall be kept firm throughout the pendency of contract of this work and no price escalation shall be entertained.
- c. Any additional service required for successful completion of this project and not quoted in the financial bid by the tenderer then same shall have to be provided by contractor at no extra cost if the work is awarded to the tenderer.

28. Bid Rejection Criteria:

The bid shall conform generally to the specifications and terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected

- Non submission of signed &+ stamped tender documents on each and every page
- Submission of unsigned financial bid.
- Not Submitting financial bid in a separate sealed envelope.
- Bids without Profile and declaration on company's letterhead would be rejected
- The bidder should have a minimum average annual turnover of at least Rs. 1.0 crores during the last three financial years 2018-19, 2019-20, 2020-21 and should be profitable in each of the last three years. The turn over shall be supported by documentary evidences duly certified by Chartered Accountant which shall be attached with the tender documents.
- Not submitting at least five client details where works of similar nature and value completed.
- Non submission of EMD - of Rs. 20,000/-
- Non submission of Details of Clients in the format specified.
- Bidder not having its own software development facility and experience in developing and implementing customized online admission management software.
- Bidder not having a minimum strength of 15 technically qualified professionals as on 31.03.2022 on its rolls at its development facility.
- Bid(s) not complying with Delivery, installation & commissioning, warranty, penalty, etc clauses will be rejected.

- The bidder should quote for complete scope in the tender, failing which, their offer will be rejected.
- The bidder should have an office in Delhi NCR manned with their own qualified support staff/Engineer with their Customer Care Number
- Bidder blacklisted for any reason by any government institution / department in the past three years
- Bidder not having a client having an Application Volume of over 15,000 Applications per year for the last two years **with the ability to process 10,000 applications per day**. Bidder must submit certificates / testimonials from this institution to substantiate success in implementing such projects
- Non submission of Declaration On Non-Judicial Stamp Paper of Rs. 10/-.
- Financial bids without NDA on Judicial Stamp Paper of Rs. 100/- would be rejected at the stage of opening of financial bids.
- Incomplete bids would be rejected.

29. Any dispute/ difference arising out or relating to this Tender:

Matters regarding any dispute shall be referred for arbitration to any officer appointed by the Director of Management Development Institute Gurgaon, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or differences arises under and out of, or in connection with the contract, if concluded, shall be referred to the High Court of Haryana or any other court in the district of Gurugram (Haryana).

30. This tender document is not an offer and is issued with no commitment. MDI reserves the right to withdraw this notice inviting tender and or vary any part thereof at any stage. MDI further reserves the right to disqualify any bidder, should it be so necessary at any stage. Institute reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender. Institute reserves the right for distributing the work among several vendors.

31. Responses to Pre-Submission queries & issue of Addendum-

- After publication of NIT in tender page of MDI website, MDI will begin accepting written questions from the applicants for pre-bid meeting. MDI will endeavour to provide timely response to all queries. However, MDI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MDI undertake to answer all the queries that have been posed by the applicants. For any clarifications, write to Email- ittender@mdi.ac.in . No queries will be entertained after the pre-bid meeting.
- At any time prior to the last date for receipt of tender, MDI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the NIT document by an addendum.
The addendum (if any) shall be posted online at <https://mdi.ac.in/infrastructure/tenders.html>.
- Any such addendum shall be deemed to be incorporated into this NIT.
- In order to provide prospective applicants reasonable time for taking the addendum into account, MDI may, at its discretion, extend the last date for the receipt of bids which shall again be notified online through MDI portal www.mdi.ac.in

32. Laws of the Republic of India are applicable to this tender.

33. Procedure for Evaluation of Responsive Technical Bids:

- Bidders will be technically qualified based on Information/documents provided by the Bidder, meeting the scope given in Annexure I and presentation before the Tender Committee
- MDI decision will be final for the evaluation of Technical Bids.

Evaluation Criteria:

S. No.	Criteria	Maximum Marks
1.	The background of the organization regarding experience of successfully implementing Cloud-Based Online Admission Management Services [SaaS-Managed Services] (2 mark for each year)	10
2.	Average Annual Turnover of the Firm and profitable during each of the last three years > 2 Crore: 8 Marks >1.5 Crore and < 2.0 Crore: 5 Marks >1.0 Crore: 3 Marks	8
3.	Completion Certificates for successful Implementation of the Online Admission Management System (4 Marks for each work Order > 5 Lakhs)	20
4.	CMMI Level Certification Level 5: 7 Marks Level 4: 5 Marks Level 3: 3 Marks	7
5.	Technical Presentation Presentation must include methodology to be adopted for completion of the work and Proposed plan of work must be provided in view of the scope of work.	50

Only those firms who have secured 60 marks and above on evaluation in the above mentioned Evaluation criteria by the duly constituted Tender Committee will be considered for Opening of Financial Bid.

MDI Decision will be final for evaluation of Technical Bids

34. System of award of contract:

The vendor who satisfies the qualification criteria and offering lowest rate (As per Financial bid format provided in Format-5) would be selected.

In exceptional situation, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the contract.

35. EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder.

Date :

(Signature)
Name of Vendor

(PART-II)

FORMAT-1

For Cloud-Based Online Admission Management Services [Software as a Service (SaaS)-
Managed Services] for MDI Gurgaon

(Applicant's Expression of Interest)

To,
Senior Systems Analyst
Computer Centre
Management Development Institute
Mehrauli Road, Sukhrali
Gurgaon - 122 007, Haryana (INDIA)

Sub: Submission of bid for for Cloud-Based Online Admission Management Services [Software
as a Service (SaaS)-Managed Services].

Dear Madam,

In response to the NIT for for Cloud-Based Online Admission Management Services [Software as
a Service (SaaS)-Managed Services] (published in <https://mdi.ac.in/infrastructure/tenders.html>)
we would like to express our interest to supply the above proposed printer.

As instructed, we attach the following documents

1. EMD of Rs. 20,000/-
2. Organizational Details (Format-2)
3. Experience in related fields (Format-3)
4. Financial strength of the organization (Format-4)
5. The BID document signed & stamped in each page.
6. The filled up financial bid as provided in Format-5 duly signed and stamped
7. Agreement to Scope as per Annexure-1 by signing and stamping on each page
8. Affidavit as per Annexure-2
9. NDA as per Annexure-3

Sincerely Yours,
Signature of the applicant
[Full name of applicant]
Stamp.....
Date:

Encl: As above.

Note: This is to be furnished on the letter head of the bidder.

Format – 2
Profile of the Company

Sealed Quotation for Cloud-Based Online Admission Management Services [Software as a Service (SaaS)-Managed Services] :

S. No.	Description	Company Response	Remarks												
1.	Name of the Firm														
2.	Profile of your firm/company	Yes <input type="checkbox"/> / No <input type="checkbox"/>													
	Year & Place of Incorporation														
	Correspondence Address of the Firm														
	Number of employees														
	Annual Turnover and profitability for the last 3 Years. Attach CA Certificate of Last 3 years. Kindly Attach separate sheet on company letter head.	<table border="1"> <thead> <tr> <th>Year</th> <th>1</th> <th>2</th> <th>3</th> </tr> </thead> <tbody> <tr> <td>Turnover</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Profitable</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Year	1	2	3	Turnover				Profitable				
Year	1	2	3												
Turnover															
Profitable															
3.	Type of Organization (Firm/Company/ Registered under Indian Companies Act 2013)														
4.	Annual Turnover of each year for last 3 years more than 1.0 Crores.	Yes <input type="checkbox"/> / No <input type="checkbox"/>													
5.	PAN No. and GSTIN * Attach Copies														
6.	Names & addresses of prestigious clients of reputed Institute/ University, at least Five with no. of applicants in one admission cycle more than 15000 along with the telephone numbers of the contact persons of the clients where you have completed similar works Please provide photo copies of Purchase Order and completion certificate for similar works.	Yes <input type="checkbox"/> / No <input type="checkbox"/> 1. 2. 3.													
7.	CMMI Level Certification of the firm (maturity level rating of the firm)	Level 5/ Level 4/ Level 3 Yes <input type="checkbox"/> / No <input type="checkbox"/>													
8.	Contact details of the authorized person of the company.	Yes <input type="checkbox"/> / No <input type="checkbox"/>													

	1. Name : 2. Office Tel No. : 3. Mobile no. : 4. Official E-mail id:		
9.	Whether the firm is blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous bodies/ IITs & IIMs/Reputed Educational Institutes in India. If yes, details thereof also please, If No, attach Undertaking in regards to not being blacklisted.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
10.	EMD of - Rs. 20,000 in the favor of MDI Gurgaon. EMD amount of successful bidder will be released at the time of first payment.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
11.	The service quoted meets the scope as given in Annexure-3. Attach technical details of the solution offered. For any additional feature being provided by you, Kindly attach the additional sheet	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
12.	Number of years of experience of successfully implementing Cloud-Based Online Admission Management Services [SaaS-Managed Services] for Universities/Higher education institutions *Attach Documentary Proof	----- Yes <input type="checkbox"/> / No <input type="checkbox"/>	
13.	Number of employees in the firm involved in software design, development, implementation, testing and support for Cloud-Based Online Admission Management Services *Attach Documentary Proof	----- Yes <input type="checkbox"/> / No <input type="checkbox"/>	
14.	Address of offices - in National Capital Region of Delhi if any		
15.	Payment Terms: <ul style="list-style-type: none"> 50% Payment (on basis of paid applications received) 	Yes <input type="checkbox"/> / No <input type="checkbox"/>	

	<p>would be released in within 15 days of submission of clear invoice on completion of admission cycle and satisfactory performance.</p> <ul style="list-style-type: none"> • Balance 50% payment would be released after six months from date of invoice at 24 (a) based on satisfactory performance and on receipt of invoice of balance 50% amount. • EMD would be released at the time of first payment. 		
	Delivery Time	<p>Immediate (Please mention the time period required)</p> <p>-----</p>	

UNDERTAKING : I undertake that information furnished above is true and correct

Note: This is to be furnished on the letter head of the bidder.

Date :

(Signature)
Name of Vendor

Signed and Stamped

FORMAT – 3

Experience of implementing similar services in Central Govt./State Govt./PSUs/ Govt. bodies/IITs & IIMs/Reputed Educational Institute in India within last 3 years
Minimum details **of at least 5 Clients required (Insert Additional Rows to give Additional Client details)**

S.No.	Client Name (Higher Education Institute / University)	No. of Applicants in one admission cycle	Value of the Project	Client Contact No.	Client Email ID	Completion Certificate Attached
						Yes <input type="checkbox"/> / No <input type="checkbox"/>
						Yes <input type="checkbox"/> / No <input type="checkbox"/>
						Yes <input type="checkbox"/> / No <input type="checkbox"/>
						Yes <input type="checkbox"/> / No <input type="checkbox"/>
						Yes <input type="checkbox"/> / No <input type="checkbox"/>

FORMAT – 4

Financial Strength of the Organization				
S. No	Financial Year	Whether profitable (Yes/NO)	Annual net profit (in Lakhs of Rs.)	Overall annual turnover (in Lakhs of Rs.)
1	2018-19			
2	2019-20			
3	2020-21			
Note: Please enclose CA certificate in support of your claim.				

Signature of the applicant
Full name of applicant

Stamp & Date

Encl: As above.

Note: This is to be furnished on the letter head of the bidder.

Scope of Work**The detailed scope of work for various activities related to Cloud-Based Online Admission Management Services [Software as a Service (SaaS)-Managed Services]**

1. Designing and developing of different online registrations / applications and preparation of database of eligible candidates for admission to different courses of Management Development Institute Gurgaon from the session 2023-24 with custom workflow & documents upload.
2. Configurable application form with support for Data Validation
3. Provision to capture and upload scanned image copies of: Photographs, Signatures, Mark sheet, Certificates, application forms and others desired documents etc.
4. Support for Online payment. Seamless integration with the any payment gateway of MDI
5. Ability to generate unique login ID, Password and application ID as per the Institute nomenclature, for an applicant.
6. Ability to log-in to any submitted application for viewing/printing the summary of details filled in and to manage password if required)/provision for correction by applicant after proper authentication. User-friendly interfaces to view and print the filled in applications and related uploaded documents.
7. Provision of a login based interface/Admin Panel for admission office that allows making any correction in the application form already filled by the applicant.
8. Powerful search engine for searching and listing of application (using basic and advanced search criteria. Option to download such selected data in bulk)
9. Ability to configure enquiry cycle to connect applicants with the admissions office throughout the admission process i.e. from submission to selection
10. Provision to configure customized Letters for the applicants
11. Provision to manage applicant information and track their closure cycle
12. Ability to identify and download reason for transaction failure, payment failure records, along with the corresponding cause and act accordingly.
13. Advanced real-time tracking of marketing Campaigns and source/medium/campaign of each user registration for the Institute.
14. The system should be capable of restricting duplicate student registrations, incorrect email id or mobile number, etc. from entering into the system.
15. Mobile phone verification and email verification must be the part of the E-form Infrastructure.
16. All the URL of the Landing Pages/subsequent pages, etc. should be SSL certified.
17. Real-time viewing dashboard for both Institute Users and Students/Applicants.
18. Processing of Online Admission Forms with Real Time tracking of Applicant stage.
19. The Application registration module should be enabled with the Advance Form AutoSaved feature before the final submission to avoid any loss of data.
20. Generation of real-time information to Institute users for all the transactions such as Enquiry/Lead/ User Registration, Application Submission, Payment Submission, etc.
21. Ability to send scheduled and spontaneous notifications (SMS, E-mail) to applicants based on their stage in the application process. Integrated Communication facility for both:
 - a. Automated Transaction based Emailers/SMS
 - b. On Demand - SMS & Mailers for information to Students/applicants
22. Multi-level verification of the applicant's profile via individual admin panels to different departments of the institute.
23. The firm should enable multiple online payment options through Credit card, Debit card,

Net-Banking, Wallets, etc. Payment Gateway of the MDI G banker to be integrated with the online admission form.

24. Deployment of 24*7 Query Management System with proper ticketing system to resolve student queries via institute's dashboard.
25. Provisions of Offline upload of Data/Manual Upload and to send customized communication via Emails and SMSs.
26. Fully integrated multi-user system with full protection against unauthorized access (only the concerned authority or user should see the relevant data); access permission at all levels; role based authentication and access at various levels such as application, module, form and fields.
27. Provision of Data Masking, Data Privacy for Institute users. Chairperson, Admissions should have the rights to limit the access of each user on the go.
28. Provision for generating criteria based ranking for students.
29. Automated generation of multiple letters to applicants depending on their stage in the admission process. Ex: WAT-GD-PI letter generation, Final Admission Letter, Student ID card generation etc.
30. Updating and printing of data regarding fees paid, confirmed and admitted candidates.
31. Promotional Emails & SMS platform and campaigns: The vendor should be able to send Pro- motional/transactional emails and SMSs on demand with Event Triggered Automated Responsive Feedback mechanism using SMS/Email id.
32. Advance feature like Marketing Automation to be enabled by vendor to automatically segregate students/applicants on the basis of logic instructed by the Institute and to trigger run-time Email and SMS.
33. Vendor should provide the facility to save multiple Communication Templates on the system to be used at various times.
34. Clear trace of payments from the students with automated chargeback/ refund in case of multiple payment by the student for a single application form.
35. Ability to let the applicant fill up the application form in single as well as multiple sessions.
36. Scrutinize applications and perform actions to change the status of the application like Approve/Reject/On Hold/Send for Correction etc.
37. View Audit log of actions performed by the Candidates or Administrator on a submitted application
38. Ability to set Start dates and End dates for online applications for Candidates on Application Submit, Edit and Login actions
39. View details of payment failure applications. Update / Re-activate payment failure application
40. Provision to generate customized analytics in graphical format. Example: Applicant Count based on City, Category, etc.
41. Provision to download Images/Signature/Payment reconciliation details in Bulk of the applicants
42. Provision to validate the email ID/SMS number of the applicants using One Time Password(OTP) Verification link
43. Provision to view application forms on mobile platform in a seamless manner
44. The application should provide a Data Archival utility on a cloud model as a part of the standard offering
45. Should have support to facilitate the query and reporting on archived data.
46. Should have provision for Import and Export to archived files.
47. Only authorized users should have access to the system. As such, the system should therefore have the ability for the specification of who will have access to which

functions.

48. based on a single user sign-on will be essential.

49. The vendor will have to Integrate the application with Oracle PeopleSoft Campus Solution.

50. The vendor will have to provide generation of separate merit list/ wait list of the candidate for which there will be no additional payment will be made.

Note: *The scope of work given above is only tentative and there can be changes with regard to the addition / deletion of any process(s) even at the last moment. The selected firm shall have to exclude / include any process(s)/ activity(s) which may be required to be deleted / inducted even at the last moment on mutually agreed basis.*

Affidavit (ON NON-JUDICIAL STAMP PAPER OF RS. 10/-)

I/we _____ Partner(s)/legal Attorney/ Proprietor(s)/ Accredited Representative(s) of M/s _____ solemnly declare that:

2. I/we are submitting tender for ----- against Tender Notice No. _____ dated _____.
3. All information furnished by me/us in respect of fulfilment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, true and valid.
4. My/our bid shall remain valid for a period of 90 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall be binding upon us and maybe accepted at any time before the expiry of the period.
5. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
6. If any information or document submitted is found to be false/incorrect, MDI may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
7. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
8. I/We understand that MDI decision will be final for the evaluation of Technical Bids.
9. I/We have gone through all terms & conditions of the tender documents before submitting the same and accept the same along with the technical specification and all other conditions mentioned in the documents; including the condition that MDI is not bound to accept the lowest bid.

(Signature of the Tenderer with Seal)

Date:

(ON NON-JUDICIAL STAMP PAPER OF RS. 100/-)
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (hereinafter referred to as “the Agreement”) made on the ----- of ----- at Gurugram (hereinafter referred to as “the Effective Date”) by and between

-----, a company registered under the Companies Act, 1956 and having its registered office situated at -----, India, (hereinafter referred to as “-----” which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns);

AND

MANAGEMENT DEVELOPMENT INSTITUTE, having its office situated at Mehrauli Road, Sukhrali, Gurgaon – 122007, Haryana, India (hereinafter referred to as “**MDI**”, which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns).

The Party disclosing the Confidential Information is hereinafter referred to as “Disclosing Party” and the Party receiving the Confidential Information is hereinafter referred to as “Recipient”.

WHEREAS:

1. The Parties are exploring the possibility of engaging in mutually beneficial business relationship. The Parties recognize that in the course of their discussion to further the Business Relationship, it will be necessary for each party to disclose to other certain Confidential Information which could be critical and peculiar to their respective businesses (hereinafter referred to as “Purpose”).
2. KOVAION and MDI are now desirous of entering into and being bound by the terms of this Agreement prior to disclosing to each other any of their Confidential Information.

NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

A. CONFIDENTIAL INFORMATION

For the purposes of this Agreement, the term “Confidential Information” means and includes any and all information disclosed to the Recipient by or on behalf of the Disclosing Party, orally, in writing, or in any other medium, however documented (or not documented) and

whether or not it is marked "Confidential". Confidential Information includes, without limitation, any information, which is not readily available to the public, regarding the Disclosing Party's actual or proposed businesses; forecasts; historical or projected financial information; know-how, processes, research, concepts, ideas, internal operating procedures; investment and business strategies, business plans; Financial & Human Resources Data, Student Data including contact details viz; email, mobile no., phone no. address etc, admission procedures & processes; uploaded documents in FTP Server; services, products, marketing or manufacturing plans and materials, and sales data; names, addresses, customers, potential customers, vendors; or any other information derived, summarized or extracted from any of the foregoing.

Confidential Information shall not include any information that:

- (a) Is or becomes available to the public other than as a consequence of a breach by the Recipient of any duty of confidentiality;
- (b) Recipient received from a source not bound to the Disclosing Party by obligations of confidentiality; or
- (c) Recipient developed independently without reliance upon the Confidential Information; or
- (d) Was already in the public domain at the time when such information is disclosed by the Disclosing Party to the Recipient; or
- (e) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by Disclosing Party.

B. DISCLOSURE AND USE RESTRICTIONS

The Recipient undertakes to the Disclosing Party that:

- i. The Recipient shall use reasonable efforts to maintain the confidentiality of the Confidential Information only for the Purpose stated above and not for any other purpose;
- ii. The Recipient shall treat and safeguard as private and confidential all the Confidential Information received or held by the Recipient at any time and will not, without the prior written consent of the Disclosing Party, disclose the Confidential Information to any person other than its employees and/ or advisors

(and in case of -----, any affiliate or third party service provider providing back office/IT support) on a need to know basis and who shall be informed by the Recipient of the confidential nature of the information.

- iii. The Recipient shall acknowledge that the Recipient's employees or advisors or representatives, or any person to whom such Confidential Information has been disclosed by the Recipient with the prior approval of the Disclosing Party, shall observe confidentiality obligations prescribed under this Agreement and the Recipient shall be responsible for any breach of this Agreement by any of them;
- iv. The Recipient shall not make any copies, reproduce, sell, license, distribute, give away any documents or extracts of documents containing Confidential Information or in any other way duplicate Confidential Information save for fulfilling the Purpose; and
- v. If the Recipient becomes compelled by operation of law to disclose any of the Confidential Information, the Recipient will immediately give written notice of such legal order (if permitted by the applicable law or statutory or court order) to the Disclosing Party and shall fully cooperate with the Disclosing Party to protect confidentiality of such information. In case if in any such event, the Recipient is required to disclose Confidential Information, it shall disclose only that part of the Confidential Information that the Recipient is legally required to disclose, and to use best efforts to obtain an assurance that the Confidential Information disclosed would be treated as confidential.

C. RETURN OF CONFIDENTIAL INFORMATION

- i. If so requested by the Disclosing Party and subject to the provisions of this Agreement, the Recipient will promptly destroy or cause to be destroyed, or return or cause to be returned to the Disclosing Party, all Confidential Information received from or on behalf of the Disclosing Party, including all copies or duplicates of such Confidential Information, and all summaries, analyses, compilations, studies, notes, memos or other documents which contain or reflect any Confidential Information. The Recipient further agrees to furnish to the Disclosing Party, a written confirmation of a responsible executive officer, Name, Designation of the Recipient that it has fulfilled its obligations under this clause.
- ii. For the avoidance of any doubt, if it is technically impossible to expunge any Confidential Information from the Recipient IT systems where electronic records

are automatically backed up to a backup or recovery system in the ordinary course of business, such residual Confidential Information will continue to be subject to the confidentiality obligations set out in this Agreement. Either party may retain a copy of the Confidential Information as required by any law or regulation, their record retention policy, or to defend its work product provided that such Confidential Information is retained in accordance with the terms of confidentiality obligations under this Agreement.

D. **NON-DISCLOSURE OF BUSINESS RELATIONSHIP**

In addition to the understandings set forth herein with respect to the Confidential Information, the Recipient agrees that it will keep strictly confidential and will not, without the prior written permission of the Disclosing Party, disclose to any third party, the existence or any aspect of any ongoing negotiations, discussions or business dealings between the Disclosing Party and the Recipient.

E. **TERM AND TERMINATION**

This Agreement shall commence on the effective date. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the effective date. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least 1 year from the termination date and/or effect until further notice from the other Party.

F. **REMEDY**

- i. The Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction in India for interlocutory injunctive relief restraining the Recipient from any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate.
- ii. It is acknowledged that the Recipient shall be liable to the company for payment of the liquidated damages in the amount Rs. <insert total value of financial bid quote here> /- (-
----- Rupees Only) for the breach of any of the clauses contained in this agreement and the Recipient shall pay them to the Disclosing Party without limiting

Disclosing Party's right to terminate this agreement for default as provided elsewhere herein.

- iii. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

G. DISPUTE RESOLUTION AND GOVERNING LAW

- a) This Agreement is governed by, and shall be construed in accordance with the laws of India. Matters regarding any dispute shall be referred for arbitration to any officer appointed by the Director of Management Development Institute Gurgaon, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or differences arises under and out of, or in connection with the contract, if concluded, shall be referred to the High Court of Haryana or any other court in the District of Gurugram (Haryana).
- b) The seat and venue of the Arbitration shall be Gurugram, Haryana.
- c) During the arbitration, the parties shall continue to fulfil their respective obligations under this agreement, except for such obligations which are the subject matter of the arbitration.
- d) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties concerned.
- e) This agreement shall be governed by the laws of India. In respect of all matters arising out or relating to this agreement, the courts at Haryana, India shall have exclusive jurisdiction.

H. MISCELLANEOUS PROVISIONS.

- i. No failure, delay or indulgence by the Disclosing Party in exercising any power or right under this Agreement shall operate as a waiver of that power or right nor shall a single or partial exercise of any such power or right preclude further exercise of that power or right or the exercise of any other power or right under this Agreement.
- ii. If any part of this Agreement is held by any court of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the

enforceability of the remaining parts of this Agreement that shall remain in full force.

- iii. The Parties hereto agree that no provision of this Agreement shall be deemed as an offer to, or agreement on the conclusion of a definitive contract.
- iv. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.
- v. Disclosing Party shall not make any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability hereunder with respect to the accuracy or completeness of any Confidential Information or the use thereof.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

For -----

For Management Development
Institute

Name: -----

Name: -----

Title: -----

Title: -----

Witness:

Witness:

Name: -----

Name: -----

Format-5

Financial Bid

(Signed Copy to be submitted in separate sealed envelop)

Sealed Quotation for Cloud-Based Online Admission Management Services [Software as a Service (SaaS)-Managed Services]

Sr. No.	Online Admission System	Candidates Count	Price per candidate basis (only those who have paid for online application) in Rs.	Tax Rate (if applicable) (%)	Total Price excluding Tax in Rs.	Total Price including Tax in Rs.
1.	Cloud-Based Online Admission Management Services [Software as a Service (SaaS)-Managed Services]	15000 (approx.)				
	Total					

Note:

- Student Count is only indicative. Price indicated here will be used only for price comparison purposes, while payments during contract term will be based on the actual number of candidates who have enrolled for admission in the session with effect from 2023-24. The pricing above should include bundled charges for Managed Services model of delivery that ensures that the system configuration (initial and ongoing) is taken care of by the service provider and necessary reports and deliverables are made available on time.
- Delivery should include one Project in charge along with minimum of two technical support persons at onsite Institute campus for the entire contract period for smooth implementation, functioning and ongoing configuration and issue management support.
- Duration of Contract: Initially for 1 Year, which may be extended for two more years on need basis as per the discretion of the management of MDI Gurgaon and performance of the vendor.
- No payment gateway charges should be included in the Financial bid.

Sign of bidder:- _____
Name of bidder:- _____
Firm's Name: _____

Date :