

Management Development Institute Gurgaon

Ref. No.: MDI/CC/2022/Std-Entry-Exit/13

Date: Dec 30, 2022

Sub: Invitation of sealed quotations for Student Entry Exit System (Software as a Service) for MDI-Gurgaon Campus for a period of three years.

Tender Schedule

Bid System	Single Bid		
Last Date of Bid Submission	January 12, 2023 3:00 PM		
Bid should be addressed to	Senior Systems Analyst		
	Computer Centre		
	MANAGEMENT DEVELOPMENT INSTITUTE		
	Mehrauli Road, Sukhrali		
	Gurgaon - 122 007, Haryana (INDIA)		

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

S. No.	Document to be Attached	Whether Submitted
1.	Tender Document signed and stamped on each page	Yes 🖵 / No 🗖
2.	Filled in and signed Technical Bid on company's letter head	Yes 🖵 / No 🗖
3.	Profile of the Company	Yes 🛛 / No 🖵
4.	CA Certificate regarding Company's Turnover for last three years 2019-20, 2020-21, 2021-22	Yes 🖵 / No 🗖
5.	Client Details for Supplying & Installing Student Entry-Exit system in the given format	Yes 🖵 / No 🗖
6.	Confirmation that Technical specifications are as per Annexure I. Attach details of additional features offered	Yes 🖵 / No 🗖
7.	Confirmation that Devices supplied and SaaS carry warranty & support for three year from the date of implementation of Project.	Yes 🖬 / No 🖬
8.	Declaration on Company Letter Head as per Annexure-II (As per Format Attached)	Yes 🖵 / No 🗖
9.	PAN, TAN, GST along with the copy of registration	Yes 🖵 / No 🗖
10.	Bank Account number with IFSC code, Bank name and Branch	Yes 🖵 / No 🗖

Checklist and Index of the Technical Bid Document in the Order indicated Below

Terms & Conditions are as under:

- 1) The bid should be submitted on company letter head and should be submitted duly signed by the authorized person.
- 2) The financial bid shall be valid for at least 90 Days. Institute will not entertain any request in respect of escalation of price due to any reason whatsoever.
- 3) The items will be supplied and installed at MDI Campus, Gurgaon, nothing extra shall be paid towards the cartage, packing, forwarding, Octroi etc.
- 4) In case any item is found to be defective /substandard, the same shall be rejected. Institute shall not make any payment for such items and shall be removed from the site immediately.
- 5) MDI reserve the right to accept or reject any or all the quotations without assigning any reason whatsoever.
- 6) In case the items are not delivered and installed within due date then penalty shall be imposed @ Rs. 1,000/- for each day subject to a maximum of Rs. 10,000/- (Rs. Ten thousand only).
- 7) If contract is awarded and work is not executed by the vendor, then vendor would be blacklisted.
- 8) MDI reserves the right to exclude any item or increase/decrease the number of items at the time of placing the order.
- 9) 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) No bid will be accepted on email. The bid must be submitted in hard copy in a sealed invoice superscribing "Bid for Student entry Exit System (SaaS) for a period of three years"
- 11) MDI may, at its discretion, extend the date for submission of the bid.
- **12) 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
- **13) ACCEPTANCE AND WITHDRAWAL**

The final acceptance of the tender would entirely vest with MDI, who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of MDI to communicate in any way with rejected bidders. After acceptance of the tender by MDI, the bidder shall have no right to withdraw his tender or claim higher price.

- 14) Bids received with incomplete information is liable for rejection.
- 15) Any Bid received by MDI after the deadline for submission of bids will be summarily rejected.
- 16) 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.
- 17) Eligibility Criteria
 - The bidder should be a Company registered in India.

- The bidder should have a good reputation in the market and their clientele shall preferably include reputed University/ Institute / PSU/ Govt. etc.
- The bidder should have appropriate support relationship with OEM Channel/Service partner etc. and must submit OEM authorization documents.
- The bidder should have executed at least three similar work order of same or higher value during the last three years.
- Bidder must be a profit making organization in the previous three financial years with an annual turnover of at least 1.0 crore per year for last three financial years.

18) Evaluation Procedure and Selection of Bidder

- The work would be awarded to the L1 Tender from among the technically qualified tenders.
- **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 having a turnover at least Rs. 1.0 crores during the last three financial years 2019-20, 2020-21, 2021-22. The turn over shall be supported by documentary evidences duly certified by Chartered Accountant which shall be attached with the tender documents.
 - Not submitting OEM Authorization for the products quoted
 - ✓ Not submitting at least three client details where works of similar nature and value completed.
 - ✓ Bid(s) not complying with Delivery, installation & commissioning, warranty, penalty, etc clauses will be rejected.
 - ✓ The bidder should quote for all the items mentioned 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

19) PAYMENT TERMS:

- 95% (Eighty percent) of the RFID items supplied and One time configuration charges will be paid within 1 month of complete delivery of items and satisfactory commissioning of all the items and delivery of warranty documents, Software Licenses and certification of site, Documentation and training at the MDI campus. Remaining 5% would be paid at the end of one year.
- SaaS charges for Student Entry and Exist system would be paid quarterly post delivery of satisfactory services.

Date :

(Signature) Name of Vendor

Format-1

Sealed Quotation for delivery and installation of Student Entry & Exit System

S.	Description	Company Response				Remarks
No.						
1.	Profile of your firm/company	Yes 🖵 / No 🗖				
	Year of establishment					
	Number of employees					
	Annual Turnover and Profit for the last 3					
	Years. Attach CA Certificate of Last 3 years.	Year	1	2	3	
	Kindly Attach separate sheet on company	Turnover				
	letter head.					-
2	Nama Quadduaraa af gyaatisiawa alianta					
2	Names & addresses of prestigious clients	1	Yes 🖵 /			
	of reputed Institute/ University/ PSU/ Govt	1.				
	etc. (at least three) along with the telephone numbers of the contact persons	2. 3.				
		5.				
	of the clients where you have completed					
	delivery and installation of laptops & Printers.					
	Please provide photo copies of Purchase Order and completion certificate for					
	supplying & installing laptops & Printers.					
3	Name of product for which Quote is					
5	submitted.	RFID Device Software				
	Whether Authorized partner of OEM .	SUILWAIE				
	(Attached valid OEM Certificate)		Yes 🖵 /			
5	Contact details of the authorized person of					
5	the company.					
	1. Name :					
	2. Office Tel No.:		Yes 🖵 /	' No 🗖		
	3. Mobile no.:					
	4. Official E-mail id:					
6	A declaration on company's letterhead					
0	that the Bidder has not been blacklisted					
	must be submitted by Bidder.		Yes 🖵 /	NO 🖵		
	-					
7	The Items quoted meets the technical					
	specifications as given in Annexure-I					
	Attach technical data sheet of all the		Yes 🖵 /	' No 🗖		
	products quoted					
	For any additional feature being provided					
	by you, Kindly attach the additional sheet					

9	All products should be quoted with at least	Yes 🖵 / No 🗖	
	3-year warranty support from OEM.		
10.	 Payment Terms : 95% (Eighty percent) of the RFID items supplied and One time configuration charges will be paid within 1 month of complete delivery of items and satisfactory commissioning of all the items and delivery of warranty documents, Software Licenses and certification of site, Documentation and training at the MDI campus. Remaining 5% would be paid at the end of one year. SaaS charges for Student Entry and Exist system would be paid quarterly post-delivery of satisfactory services. 	Yes 🗖 / No 🗖	
11.	Delivery Time	Immediate (Please mention the time period required)	

Format-2

Details of Clients for delivery and installation of Student Entry & Exit System (Insert Additional Rows to give Additional Client details)

S. No.	Client Name (Institute / University/ PSU/ Govt.)	Product Supplied	Value of the Project supplied	Client Contact No.	Client Email ID	Completion Certificate Attached
						Yes 🛛 / No 🖵
						Yes 🛛 / No 🖵
						Yes 🖬 / No 🖬

Annexure-1

Technical Specifications for Student Entry Exit System

*Attach technical data sheet of all the products quoted

S.No.	Detailed Specification*	Compliance *Attach separate Sheets indicating deviations, if any Yes I / No I	
	* Attach Product Sheet with Detailed Specifications		
1.	RFID Readers (Gate 1 and Gate 2) # Ensure Compatibility to existing RFID Cards issued to the students by Library		
2.	Student Entry Exit System Features • Web Based Dashboard & Admin facility for concerned offices • Mobile App for the Students (Android, ioS, Windows) • Student Gate Pass Service ✓ To be integrated with RFID Card Readers ✓ Day Pass ✓ Night Out Pass ✓ Outstation Pass ✓ Track every exit and entry in the campus from Main Gate (Gate 1 & Gate 2) ✓ Set-up In-campus timing for end of the day ✓ Manage restricted movement outside campus. ✓ Custom App based Notification to students, parents and Warden ✓ SMS Notification to Parents only ✓ Option to block concurrent requests ✓ QR Code for contactless and easy operations especially when Security Staff is involved ✓ Special Privilege with Warden for editing the time to support exceptions • House Keeping • Room Cleaning • Washroom Cleaning • Uights/Fan • Plumbing	Yes 🗆 / No 🗖	

	Duilding Coopers Daint ata	
	 Building - Seepage, Paint, etc. 	
	✓ Common Area Maintenance	
	 Lights 	
	■ Fan	
	 AC 	
	 Furniture / Carpentry 	
	✓ Internet	
	 WIFI Network 	
	 Username/Password Issues 	
	• Analytics Dashboard to be made available to different	
	Admins (Hostel/ Estate/ IT)	
	Reports (Student entry-exit & Maintenance reports	
	based on daily/weekly/monthly basis)	
3.	Installation, Configuration and Training to IT Admin, Hostel	Yes 🗖 / No 🗖
	Admin & Student Users	
4.	SLAs (Attach Escalation Matrix, details of Email, Chat Support	Yes 🖬 / No 🖬
	etc)	
	1. Guaranteed Uptime: 99.5%	
	2. 24/7 helpdesk & service desk support	
	3. Email Support	
	4. Live Chat Support	
	5. Code Issue, Service Outage, performance issues or other	
	outage: 2 Business hours	
	6. General Content/ Data Update/Upload: 1 Business Day	
5.	Privacy, Security and Non-Disclosure	Yes 🖬 / No 🖬
	Submit Affidavit on Non-Judicial stamp paper of Rs. 100 as per	
	format in Annexure-3	

Annexure-2

DECLARATION ON COMPANY LETTER HEAD

I/we	Partner(s)/legal	Attorney/	Proprietor(s)/	Accredited
Representative(s) of M/s			solemnly declar	e that:
2. I/we are submitting tender for		against Tende	r Notice No	

dated______.

3. All information furnished by me/us in respect of fulfillment 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:

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

On a Non-Judicial Stamp Paper of Rs. 100

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);

<u>AND</u>

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".)
- ------ 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.
 <u>NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth</u> 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, Vendor & Customer Data, procedures & processes; uploaded documents in the server; services, products, marketing or manufacturing plans and materials, and sales data; names, addresses, students, 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:

- 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;

- 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. <u>REMEDY</u>

- 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.
- - 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.

- 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.
- 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: -----Title: ----- Name: -----Title: -----

Witness:
Name:

Witness: Name:

Financial Bid

Sr. No.	Description of Item & Specification(Model no if any)	Qty*. in Units	Make/ Model	Unit Price in Rs.	GST (%)	Total Price excluding GST in Rs.	Total Price including GST in Rs.
1.	RFID Readers Warranty & Support: 3 years	02					
2.	Student Entry Exit System (SaaS) with warranty & Support for 3 years	1000					
3.	Installation, Configuration and Training to Admin & Users						
4.	Total						
5.	GST						
6.	Grand Total						

Sealed Quotation for supply and installation of Student Entry Exit System

*Qty may increase or decrease at the time of placing the order.

- Delivery Mode: Delivery at MDI Gurgaon, at site only
- Total bid price should be inclusive of all taxes and levies, transport, loading, unloading etc.
- Warranty and Support Period: 3 years
- Delivery Period: Within 4 Weeks.
- Installation Period: Immediately on delivery
- Quotation Validity Date: 90 days from the last date of Submission of quotation/tender.

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

Date: