

Notice Inviting Tender



Management Development Institute -Gurgaon

Tender Ref. No.: MDI/CC/2025-26/ERP-Support/04

Date: 30.08.2025

Sub: Invitation of sealed quotations for Comprehensive Annual ERP Support for a period of three years.

Tender Schedule: -

Bid System	Two Bid System Financial Bid 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	19.09.2025 3:30 PM
Online Pre-bid meeting	03.09.2025 4:00 PM (Tentative) Register for the Online Pre-Bid meeting by expressing intent to join online meeting by sending email to ittender@mdi.ac.in latest by 02.09.2025 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 03.09.2025
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. 1,00,000/- (One Lakh) through Demand Draft from any scheduled bank in favor 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 vendor, Scope of Work, eligibility criteria, system of award of contract, etc. form part of the bid document containing 27 pages in all.

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

Index

<u>S.No.</u>	<u>Description</u>	<u>Page No</u>
<u>1.</u>	<u>Section A</u> <u>General Information and Terms and Conditions of</u>	<u>3</u>
<u>2.</u>	<u>Section B</u> <u>Bid Rejection Criteria, Minimum Qualification Criteria</u> <u>Evaluation Procedure and Selection of the vendor</u>	<u>7</u>
<u>3.</u>	<u>Section C</u> <u>Filled in Formats to be submitted on Company Letter head</u> <u>Affidavits to be submitted.</u>	<u>10</u>
<u>4.</u>	<u>Section D</u> <u>Scope of Work and SLAs</u>	<u>21</u>
<u>5.</u>	<u>Section E</u> <u>Financial Bid Format</u>	<u>27</u>

Section-A

General Information and Terms and Conditions

1. The bid shall be submitted under Two-Bid system; Financial Bid to be submitted in separate sealed envelope; Rest of the documents along with EMD to be submitted in separate sealed envelope as Technical Bid duly marked as “Tender for comprehensive Annual ERP Support for a period of three years”.
2. The vendors 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 vendor from the bid process.
3. All documentation is required to be in English.
4. Corrections/overwriting is not allowed.
5. Please ensure that Tender document must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
6. This tender document is not an offer and is issued with no commitment. Institute reserves the right to withdraw this notice inviting tender and or vary any part thereof at any stage.
7. Institute further reserves the right to disqualify any vendor, should it be so necessary at any stage. Institute shall not be bound to accept the lowest tender.
8. Institute reserves the right for distributing the work among several vendors. 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.
9. Incomplete bids or receiving the bid after closing date and time are liable to be ignored and rejected.
10. The Institute will not be responsible for non-receipt of bids within the specified date and time due to any reason including postal delay or holidays. Bid received after the closing date/time will not be considered.
11. No quotations would be accepted by E-mail and only sealed hard copies will be accepted.
12. 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.
13. Sub-contract is not allowed.
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 vendor (s).
17. The financial bid shall be valid for at least 180 Days. Institute will not entertain any request in respect of escalation of price due to any reason whatsoever.
18. For any other query relating to the tender, the vendors may write to- ittender@mdi.ac.in .
19. Institute may, at its discretion, extend the date for submission and/or opening of the bid.
20. Only those vendors should quote who can satisfy the scope of work and other requirements of Institute as stated in Section D.
- 21. Place of Service:** Place of maintenance shall be Management Development Institute Mehrauli Road, Sukhrali, Gurugram - 122007, INDIA. No additional freight or any other

charges would be payable towards transportation etc.

22. Tenderers should note that the work is to be executed under the existing site conditions while quoting their rates, terms and conditions. The tenderers may visit the site to get fully acquainted with the site conditions. No compensation/claims in regard to site conditions /constraints /rules and regulations etc shall be entertained.

23. The vendor must examine the specifications; conditions etc., inspect the site of work and acquaint himself with all conditions and matters pertaining there to. The site can be inspected on all working days from Monday to Friday between 10:30 A.M. to 4:30 P.M. Please call 0124-4560281 / 0124-4560510 to fix an appointment prior to visiting the campus for inspection.

24. The bidder will be responsible for the payment of statutory liabilities such as EPF/ESI in respect of the manpower deputed by him and applicable tax as per the prescribed schedule, every month, irrespective of the date of payment by the MDI Gurgaon. The bidder should furnish attested copies of ESIC Registration certificate and EPF Registration certificate.

25. Termination of contract-

- If the supplier fails to deliver services as per SLA (Service Level Agreement) defined in Scope of work in Section D, Institute shall without prejudice to its other remedies, deduct penalty as defined in the SLA. The amount towards penalty would be recovered while making the quarterly payments.
- In case of continued non-performance and inability to meet requirements, Institute shall reserve the right to terminate the contract after giving 15 days' notice in writing.
- 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.
- After the contract comes to an end the vendor will withdraw their service/equipment from Institute premise within a month.
- The contractor will return the documents, assets etc in working condition.
- Decision of competent authority of Institute regarding determining the performance will be final.

26. Format of Price Schedule and related terms:

- 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.
- The charges quoted shall be kept firm throughout the pendency of contract of this work and no price escalation shall be entertained.

27. Payment Terms:

- 100% monthly payment shall be released within 30 days on satisfactory receipt of the service(s) and submission of quarterly reports.
- Advance payment will not be made under any circumstances.

- EMD would be released without interest at the end of three-year period of Comprehensive ERP Support.

28. 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).

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

- After publication of NIT in tender page of Institute website, Institute will begin accepting written questions from the applicants for pre-bid meeting. Institute will endeavor to provide timely response to all queries. However, Institute makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Institute 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, Institute 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, Institute may, at its discretion, extend the last date for the receipt of bids which shall again be notified online through Institute portal www.mdi.ac.in

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

31. The vendors are expected to examine all instructions, forms, terms& conditions, other details in the tender document carefully. Failure to furnish complete information as asked in the tender document or submission of a proposal not substantially responsive to the tender documents in every respect will be at the vendor's risk and may result in rejection of the proposal.

32. Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected vendor or the Institute as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work area Restriction,

Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The vendor or the Institute shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

Declaration:

I/We do hereby confirm that I/We have the necessary authority and approval to submit this bid for Comprehensive ERP Support for a period of three years as per the terms & conditions mentioned above and also, hereby, agree and accepts the terms & conditions mentioned in clause 1 to 31 under General Information and Terms and conditions.

(Signature)

(Name of Authorised Signatory)

(Designation of Authorised Signatory)

Company Stamp

Date:

Place:

Section B

33. Bid Rejection Criteria:

- a. Bids without EMD would be rejected.
- b. The vendor should be an Oracle Certified Partner for Oracle PeopleSoft ERP Solution. Certificate to be submitted.
- c. Bids without Profile and declaration on company's letterhead would be rejected.
- d. Bidder not having average turnover of Rs. 03 Crore during last three financial years.
- e. The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years. Bidders required to submit CA Certificate or any other relevant certificate indicating the turnover for the last 3 consecutive Financial Years (FY 2021-22, 2022-23, 2023-24)
- f. Declaration On Non-Judicial Stamp Paper of Rs. 10/- as per format given in Section C.
- g. Not submitting copy of GST & PAN registration certificate.
- h. If financial bid is submitted along with technical bid and not submitted separately in sealed envelope.
- i. The bidder should have adequate facilities, manpower and staff for installation, testing, commissioning and for providing services.
- j. Not having minimum qualification criteria mentioned in clause below.

34. Minimum Required Qualification Criteria:

Following will be the minimum pre-qualification criteria. Each eligible vendor should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

S. No.	Pre-qualification Criteria	Supporting Compliance document
1.	The applicant shall be a firm/ company registered under the Indian Companies Act, 2013 and who have their registered offices in India and (office in National Capital Region of Delhi will be preferred)	Copy of Certificate of incorporation or any other relevant documents, brief company profile with copy of GST & PAN.
2.	The firm should be in the business of providing similar services since 05 (Five) years as on 31.03.2025 for OEMs mentioned in the scope of work and item details	Certificate by Company Secretary of the Bidder's Organization or any other relevant documents.
3.	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2021-22, 2022-23, 2023-24)	Attach certificate from CA or any other relevant certificate.
4.	The Bidder should have an average turnover of Rupees 03 Crore during the last 3 consecutive Financial Years (FY 2021-22, 2022-23, 2023-24).	CA certified document with name of CA registration number, signature and stamp or any other relevant certificate.
5.	The bidder should have at least One running contracts preferably with Residential University/ Institute with at least 1000 residential students.	Copy of Work Order / Contract along with Completion Certificate.

	AMC Contracts should preferably be in Central Govt. University/ State Govt. University/ IITs / IIMs/Reputed Educational Institute in India within last 3 years.	
6.	Names & addresses of prestigious clients (at least three) along with their contact details (telephone number/E-mail) of the contact persons of the clients of recent past if available.	1. 2. 3.
7.	The firm should not be blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies/ IITs & IIMs/Reputed Educational Institutes in India.	Affidavit on Non Judicial Stamp Paper as per format in Affidavit-1 to be submitted
8.	Support The Vendor shall provide comprehensive Support for all the applications/ services listed in the Scope. The Bidder should be Oracle Certified Partner for Oracle PeopleSoft ERP Solution.	Declaration in this regard to be submitted in company letterhead. Certificate from Oracle to be submitted.
9.	The firm/company should preferably be ISO 9001 certified (Maintenance & System Integration). A copy of the certificate must be attached with the bid.	Please attach certificate
10.	Agree to the Scope of work given in Section D. Deviations would be rejected.	Submit declaration on letterhead. Also submit signed and stamped copy of scope mentioning "I Agree" on each page

35. Evaluation Procedure and Selection

- Bidders will be technically qualified based on Information/documents provided by the Bidder and meeting the scope given in the Tender
- MDI decision will be final for the evaluation of Technical Bids and is binding on all bidders.

Procedure for Evaluation of Responsive Technical Bids and awarding Technical Score:

- Bidders will be technically qualified based on Information/documents provided and Technical presentation done by the Bidder.
- Only those Technical Bids that are found compliant/suitable after technical evaluation done by MDI will move to next stage of Financial Bid Opening.

Parameters for Technical Evaluation (Documentary proof to be submitted for claiming marks) :

S.No.	Description	
1.	Profile of Company & number of years in Business Max Score: 10	2 marks for each year in operation for every year beyond minimum requirement of 7 years of operation in similar lines
2.	The bidder should preferably have an office/response centre in Delhi NCR manned	5 marks for office in Delhi NCR

	with their own qualified support staff/Engineer with their Customer Care Number.			
3.	ISO 9001 Certification	5 Marks for ISO Certification		
4.	No. of running AMC contracts Institute with at least 1000 students. Max Score: 30	10 marks for each AMC with any Residential University/ Institute with at least 1000 students. (subject to maximum of 30 marks) 05 marks for each AMC with Govt Organization/ Company		
5.	Experience in handling the Oracle Peoplesoft ERP on OCI Marks: 20 Marks	5 marks for each live ongoing project/ AMC (Documentary evidence to be submitted)		
6.	Value in INR of AMC Contract supplied & Installed in any Institute/ University Max Score: 30	Value of at least one AMC between 10 Lakhs & 30 Lakh 05 marks per work order	Value of at least one AMC between 30 Lakh & 50 Lakh 07 marks per work order	Value of at least one AMC greater than 50 Lakh 09 marks per work order
	Total Technical Score : 100			
Points would be given only on the basis of documents submitted as part of technical bids. The Purchase Order and Completion certificate must be attached to score Points in these categories.				

- Minimum Technical Score required for opening of Financial Bid: **60 Points.**
- MDI decision will be final for the evaluation of Technical Bids and binding on all bidders.

The Financial Bids of only the technically qualified Bidders scoring 60 points and above would be opened.

Procedure for Selecting the bidder

The work shall be awarded to the L1 bidder from among the technically qualified bids.

System of award of contract (L1 basis):

The vendor who satisfies the qualification criteria as indicated and offering lowest rate (L1) (As per Financial bid format provided in Section E) would be selected.

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

Section C

Checklist

Please prepare and submit your bid as per the details given below. The documents to S.No. 1 to 13 would be part of Technical bid (sealed in separate envelope earmarked 'Technical Bid') S.No.14 would be part of Financial bid (sealed in separate envelope earmarked 'Financial Bid')

S. No.	Document to be Attached	Whether submitted	Mention Page Number
1.	Applicant's expression of interest (Format-1)	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
2.	Organizational Details (Format-2)	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
3.	Experience in related fields (Format-3) annexed with Work Order/ Completion	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
4.	Financial strength of the organization (Format-4). CA certificate attached.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
5.	The tender document signed & stamped in each page.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
6.	Copy of GST / PAN No./ TAN No./ EPF registration/ ESIC Registration Certificate	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
7.	Affidavit as per format in Affidavit-1	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
8.	Whether agree to the scope of project including the specifications of items given in Section-D	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
9.	Warranty Declaration on company letter head	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
10.	Valid Authorization from OEM as specified in Section D under AMC (Mention OEMs)	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
11.	ISO 9001 certificate (Maintenance & System Integration) attached.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
12.	Copies of Work Order Attached	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
13.	Details of manpower to be deployed for AMC	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
14.	Financial Bid (Section E) (To be submitted in separate sealed envelope)	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
15.	NDA Affidavit as per format in Affidavit-2	Yes <input type="checkbox"/> / No <input type="checkbox"/>	

FORMAT-1

(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 Comprehensive Annual ERP Support for a period of three years at
MDI Gurgaon

Dear Madam,

In response to the NIT for Comprehensive Annual ERP Support for a period of three years at MDI Gurgaon (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 are attaching all the documents as per the checklist given in Section C.

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

S. No	Organizational Contact Details	
1.	Name of Organization	
2.	Year of establishment (Attach Registration certificate)	
3.	Whether MSME? If MSME provide Udyam number and also attach the MSME registration certificate	
4.	Number of employees	
5.	Main areas of business	
6.	Type of Organization Firm/ Company/ registered under the Indian Companies Act, 2013 (Attach	
7.	Whether the firm has been 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.	
8.	Address of registered office with telephone no. & E-mail	
9.	Address of office - in Delhi NCR	
10.	ISO 9001 Certification (Attach copy of valid Certificate)	Yes/ No
11.	The bidder should furnish attested copies of ESIC Registration certificate , EPF Registration certificate, PAN, TAN and GST Registration Certificate	
12.	Authorized Contact Person Name: Telephone no. E-mail ID	

Enclose all supporting documents

Signature of the Applicant
Full name of the applicant

Stamp & Date

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

FORMAT – 3

Experience of Comprehensive Annual ERP Support for a period of three years at MDI Gurgaon
Add a row for Each Client
Minimum three required

S .No.	Client Name (Higher Education Institute / University/ Govt. / PSU)	Size of the AMC (No. of Residential Students)	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"/>

Encl: As above.

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

Signature of the applicant's Full name of applicant
Stamp & Date

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	2021-22			
2	2022-23			
3	2023-24			
Note: Please enclose auditor's certificate or any other relevant document 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.

Format-5

Details of technical and administrative personnel available with the vendor for AMC Services

S. No.	Designation	No. of employees in this category	Qualification	Professional Exp.	List the Names

Details of technical personnel available proposed to be deployed at MDI Gurgaon Site for AMC Services (Please attach CV of Personnel)

S. No.	Name	Designation	Qualification	Years of Experience	Experience Details

(DECLARATION 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 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 180 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, for forfeiture of all dues including 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 and rejection of
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:

(DECLARATION 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, Vendor & Customer Data, 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: -----

Section D
Scope of Work

Background

MDI Gurgaon has implemented Peoplesoft HRMS, FSCM, IHub, Campus (under implementation) on Oracle Cloud infrastructure. Two Business Units (BU) have been implemented for MDI Gurgaon and MDI Murshidabad. The brief details of the modules implemented are:

A. HCM Modules that are implemented:

Delivered Modules	Bolt-On
<ul style="list-style-type: none"> • Core HR • Absence Management • Payroll • Leave Management • Employee Self Service • Profile Management 	<ul style="list-style-type: none"> • Bus/Car Facility • Accommodation • Clearance • EL Encashment • Loan and Advance • Termination and Resignation • LTA/LTC • Medical Insurance • Tuition Fee Reimbursement • Newspaper Reimbursement • Telephone Reimbursement • PF Module • Income Tax • Professional Development Allowance • Custom Reports

B. FSCM Modules that are implemented

Delivered Modules	Bolt-On
<ul style="list-style-type: none"> • General Ledger • Billing • Purchasing • Asset Management • Accounts Payable & Accounts Receivable • Travel & Expense • Inventory Management • Commitment Control • Treasury 	<ul style="list-style-type: none"> • Consultancy • Department Purchasing • GSTR Reports • MDI Maintenance Management • Local Conveyance Request • Release Payment • Custom Financial Reports • NVision financial statements

C. Campus Module (under Go Live)

Delivered Modules	Bolt-On
<ul style="list-style-type: none"> • Admission • Matriculation of students • Academic Structure • Course Master • Class and Course Scheduling • Enrolling students • Student Financials • Grading & Gradebook • Transcripts and Diploma printing 	<ul style="list-style-type: none"> • Feedback • Grade Moderation • Faculty Workload

D. Interaction Hub (Ihub) with Single Sign-On

E. Open VPN and IPsec VPN (Tunnel to Cloud from MDI) for remote access to OCI

F. OCI Cloud Management

G. Oracle 19C Database

Existing Stack

- PeopleSoft Finance 9.2 Image# 46 (9.2.046), Latest Version – Image# 54
- PeopleSoft HCM 9.2 Image# 45 (9.2.045) , Latest Version – Image# 52
- PeopleSoft Interaction Hub 9.1 Image #15, Latest Version – Image# 42
- People Tools 8.59 , Latest Version – 8.62
- WebLogic Ver 14.1.1, Latest Version- 14.1.2
- Tuxedo Ver 12.2.2, Latest Version - 12.2.2
- PeopleSoft Campus 9.2 Image# 32 (9.2.32), Latest Version – Image# 35
- People Tools 8.61.03, Latest Version – 8.62
- WebLogic Ver 14.1.1, Latest Version- 14.1.2
- Tuxedo Ver 22.1.17
- Oracle 19C R1/R2 (Standard Edition Single Node DB), Patchset# 19.18.0.0 - 19.26.0.0, Latest Version - 23.8.0.25.04
- MS Server Express Cobol 5.3
- OS Version – OEL 8.6 - 8.9
- Windows Server Version – 2016, 2019 Standard

Scope for ERP Support

1. End to end support for all modules of Oracle PeopleSoft ERP implemented on Oracle Cloud Infrastructure. It includes all kind of support and enhancement of the following:
 - a. All Modules in production
 - b. All Reports (customized and standard)

- c. All Functionalities (customized and standard)
 - d. All Interfaces (customized and standard)
 - e. All Configurations (customized and standard)
 - f. All Database (production, backup, Archiving)
 - g. All OCI cloud services (Managing, creation, configuration, backup etc)
 - h. Providing User Operational Manual
 - i. Providing User Training as and when required
 - j. installation of required applications, system software; configuration; making the application workable and active in the desktops; creating, configuring and deleting instances as required
 - k. Monitoring OCI credits for expenses, cost optimization and operation efficiency
 - l. Backup and recovery, DR synchronization, Archiving, Activation etc
2. Identify top 5% recurring issues for year on year and provide business solution to reduce the volume of support request.
 3. Corrective and Preventive maintenance tasks for application and database
 4. Interfacing with Oracle to raise Service Requests and get resolution
 5. Maintain all applications operational by delivering both corrective and preventive maintenance.
 6. To ensure that applications are available to the required level of functionality
 7. Corrective maintenance involving the correction of reported faults that impair the availability or use of applications and is governed by the SLA;
 8. All faults occurring are to be investigated and fixed.
 9. Applying security fixes, patches (Apps, DB, Cloud etc), and instance management of Oracle Database and Applications on OCI
 10. OCI Cloud Infrastructure (OS/Instances/DB) would be the responsibility of the vendor
 11. Functional support for day-to-day operations including Oracle Apps.
 - a. Resolve functional setup issues or defects
 - b. Resolve configuration and transaction related issues or defects
 - c. Resolve Functional break fix calls either permanently or by workaround
 - d. Handle issues related to data in production instance
 - e. Conduct periodical online training for power users on application and support functionalities as and when required
 - f. Creation of records for master databases as defined by the users
 12. Carry out Monthly/ Quarterly/ Half-Yearly/Yearly Closing Procedures in Oracle Apps and provide monthly/ Quarterly/ Half-Yearly/Yearly custom and statutory reports as per timelines defined by the Institute.
 13. Providing Input for any Business Process Re-engineering that can help improve the stability and turn-around time of the application.
 14. Management of the Knowledge Repository as would be available in the form of User Manuals, System Manuals, eLearning Tools
 15. Maintenance of master data files, routine setups such as Taxes, Suppliers, Customers, Account Codes, Organization etc.

16. Helping End User
 - a. Providing End User Education/training and developing SOPs regarding data uniformity and process. (as and when required)
 - b. Raise tickets on behalf of users
 - c. Support and guide end users in terms of navigation, data entry, process flow and report generation
 - d. Create New users or change in user permission or security
 - e. Creation/uploading master records for all modules
17. **Enhancements included in support:** Enhancements to the existing module, changes to application's functionality are to be carried out by the vendor. Minor Functional & Technical Enhancements (Setup Changes, Configuration changes, Profile changes, Source Code changes, custom reports and workflows etc) are part of the ERP Support Scope
18. **Major Enhancements through Change Request:** This includes development of new business process, and custom modules. It would be treated as change request and handled separately by mutually discussing and estimating efforts. To be charged according to the per unit rate contract.
19. **DBA Support:**
 - a. Supervision of Database (table spaces, logs, processes etc.)
 - b. Monitor database error logs.
 - c. Performance analysis and tuning measures
 - d. Managing DB layer password, security and resources (apps dba and sysadmin)
 - e. Managing Oracle instances and related control files on OCI
 - f. Database reorganizations (index, table, table space, data file)
 - g. Cloning/ Refreshing database
 - h. Application of database patches supplied by Oracle
 - i. Oracle Applications Environment Maintenance: apply patches/ upgrade
 - j. Response to technical issues, Such as: Problem accessing the application (or parts of the application: forms, reports, etc)
 - k. Interface with Oracle Corporation for technical support.
 - l. Monitor space usage within the database to facilitate the creation of objects with appropriate sizing parameters, monitor the growth of the database segments, and resolve any fragmentation issues as necessary
 - m. Application server, web server and database server maintenance for Production and all Non Production Environments
 - n. Project migration if required
 - o. Carry out routine health check activities and scheduling of scripts
 - p. Creation of new instances as required and refresh of non-production instance
 - q. Active monitoring of production application in terms of utilization and other parameters
 - r. Maintaining system revision documentation

20. Cloud Support

21. Backup Continuity, Archiving and Disaster recovery: Setting of backup and disaster recovery process and ensure secured data backup

22. Manpower Required (Attach CVs of persons proposed to be deployed):

S. No.	Profile	Location	No.	Qualifications	Experience
1.	PeopleSoft Techno-functional in - Core HRMS & Global Payroll/ Absence and bolt-ons	Onsite	1*	BE/ BTech/ MCA	At least 03 years of relevant experience in HCMS
2.	PeopleSoft Techno-functional in – FSCM and bolt-ons	Onsite	1*	BE/ BTech/ MCA	At least 03 years of relevant experience in FSCM
3.	PeopleSoft Techno-functional in – Campus Module and bolt-ons	Onsite	1*	BE/ BTech/ MCA	At least 03 years of relevant experience in Campus Module
4.	PeopleSoft System Administrator cum Database Administrator	Offsite / On Call	Weekly Call	BE/ BTech/ MCA, Oracle Certified DBA and PSAdmin	At least 05 years of relevant experience
5.	Oracle Cloud Infrastructure cum Network Admin	Offsite/ On call	Weekly Call	BE/ BTech/ MCA, Oracle Certified OCI & Network Admin	At least 05 years of relevant experience
6.	Senior delivery person and single Point of contact for MDI Site	Offsite/ On call	Monthly Call	BE/ BTech/ MCA/ MTech	At least 10 years of relevant experience.

* Monday to Friday 9.30 to 17.30, to follow MDI Holiday Calendar. In case of exigency the person needs to attend office on Saturday/ Sunday and other holidays.

23. Deliverables

- a. Work on various assigned tickets and close them as per the SLAs.
- b. Root cause analysis document (RCA) for all errors.
- c. Functional design Document, Technical Design Document and User Manual for all modules and apps.
- d. Current Solution Architecture, OCI, Database, Application instance documentation to submitted quarterly
- e. Provide Key metrics and weekly, Monthly and quarterly status reports
- f. Minutes of Discussions with Business
- g. Health check scripts and reports for ERP App & DB.

24. Service Level Agreement (SLA) for the ERP Support: The selected Vendor shall ensure 99% uptime for solution on 24*7*365 basis. In the case of any malfunctioning of the application system, the bidder should resolve as the same as follows:

Critical Type	Description	Resolution time	Penalty beyond resolution time
P1	Production has stopped	2 hours	Rs. 200 per hour
P2	Incident occurred but production not stopped	8 hours	Rs. 1000 per hour
P3	Incident not very critical	24 hours	Rs. 1000 per day
P4	Non availability of Manpower on site	Immediate	Per day cost of the manpower

Further, proportionate penalty will be levied in case of down time of the entire application, which shall include penalty of Rs.1000/- (Rs One thousand) per hour.

Section E
Financial Bid

Quote for Comprehensive ERP Support for a period of three years

Note: Annual Amount quoted shall remain fixed for each of the three years

S. No.	Description	Annual Amount	GST	Total Amount Inclusive of GST
1	Comprehensive ERP Support as per the scope given in Section-D for both BUs			
2	HCMS Manpower onsite at MDIG			
3	FSCM Manpower onsite at MDIG			
4	Campus Manpower onsite at MDIG			
5	Per Day (8 hour) efforts charges for major development work			
6	Any Other Charges			
7	Annual Total			
8	GST (to be paid as per prevalent rate for the period)			
9	Grand Annual Total including GST			
10	Grand Total for 3 Years excl. GST			
11	Grand Total for 3 Years incl. GST			

Total Amount (3 years incl GST in words) _____

Note: Institute retains the right for placing order for all/ some of the line items above.

Note:

- The Scope give in Section-D must be agreed. The bid with deviations would be rejected.
- Quotation Validity Period: - 180 days from the last date of Submission of quotation/tender.
- In case of discrepancy in the amount quoted, the amount mentioned in word or which results in lowest payable by MDI will be taken into consideration.
- Price quoted should be inclusive of freight, cartage, delivery at MDI Gurgaon Campus. Nothing extra will be paid.
- MDI may place the order for the whole/ some of the items indicated above. Quantity of each item may vary (increase/ decrease) at the time of placing the order. Decision of competent authority of MDI in this regard shall be final and acceptable to the bidder.

Sign of bidder

Name of bidder

Firm's Name with stamp

Date:

Place: