

Request for Proposal

for

Providing Web-Based Recruitment Framework to University

Name of the University : Central University of Gujarat

Address of the Department :Central University of Gujarat
Administration Department ,
Near Jalaram Mandir,
Sector-29 Gandhinagar - 382030

Contact No.: 07923977405

Website : www.cug.ac.in

Email ID : registrar@cug.ac.in

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Section 1: About University and Important Information -

A. About University and its Vision & Mission:

VISION: -

The vision of CUG is to establish itself as a centre of excellence with social commitment by integrating modern, scientific and technological knowledge and skills with the basic human ethos and values. The University shall set forth a model in teaching, research and personality development and create skilled human resource with a sense of responsiveness towards society, the country and the world at large.

MISSION: -

The mission of CUG is to provide access to quality education and create opportunities for encouraging students to effectively engage with emerging innovations and technological challenges, international competitiveness and leadership in thought as well as in action. CUG is also conscious of the importance of developing entrepreneurial and scholastic abilities for creation of knowledge, wealth and prosperity for the country as well as peace and happiness for human beings.

B. Contact Person Details:

Registrar
Central University of Gujarat
Gandhinagar
Contact No. 07923977405
Email- registrar@cug.ac.in

C. Description of Expertise and Experience Invited by University under this RFP:

University is looking for a service provider and knowledge partner for providing IT enabled recruitment framework to process applications of all the candidates aspiring for various designated post under its establishment.

University expecting the technology, solutions and services provided under this framework are comparable to the best ones in terms of their architecture, performance, mass personalized services and direct value addition to the aspiring applicants.

Vendor/Agency is responsible for Design, develop, test and host central recruitment web-portal to enable University to publish from time to time information related to recruitment process, centrally receive online Application forms with required documents, provide login authorities to University to configure, launch monitor & conduct recruitment process.

E. RFP Procedure:

The Bid Form along with Bid document is available on Website www.cug.ac.in. This can be downloaded. The filled Bid form shall accompany a crossed Demand Draft for Rs. 1000/- as Bid fee drawn on any Nationalized Bank in favour of The Registrar, Central University of Gujarat, Gandhinagar, payable at Gandhinagar/Ahmedabad at par. The Bid without Bid fee will be taken as incomplete and non-responsive and shall be rejected. The Demand Draft shall be kept in separate envelope, which will be kept inside technical offer envelope.

The summary of Bid notice is as follows -

Bid Reference	CUG/18/2018-19
Bid Document Fee	Rs. 1000/- (Rupees One Thousand Only)
Earnest Money Deposit	Rs.20,000 (Rupees Twenty Thousand Only)
Availability of Bid Form and Bid Document	From 02/08/2018. 03:00 Hrs. on www.cug.ac.in or https://eprocure.gov.in/epublish/app
Last Date, Time and Place for Receipt of Offers	27/08/2018. 03:00 Hrs. on www.cug.ac.in in Bids can be submitted between 9:00 to 5:30 Hrs. Monday to Friday working days.
Time and Date of Opening of the Technical Bid	28/08/2018 on 03:00 PM
Time and Date of Opening of the Commercial Bid	Will be communicated to the Bidders qualifying in the technical Bid by email/fax
Address of Communication	The Registrar, Central university of Gujarat Sector-29, Campus, Near Jalaram Mandir Gandhinagar - 382030
Contact Person and its contact details	The Registrar Registrar Central university of Gujarat Sector-29, Campus, Near Jalaram Mandir Gandhinagar - 382030 Email: registrar@cug.ac.in Fax: 23260076 Tel: 079-23977407

- a. Offer should remain valid for 180 days from the date of submission of the Bid.
- b. University reserves the right to accept or reject any or all Bid offer(s) without assigning any reason thereof.
- c. Bid Notice is available on University website:- www.cug.ac.in Website.

F. Important Instructions:

1. Definitions:

- (a) **"Agreement"** means the individual contracts to be signed between the successful Bidder and University, for Scope of work including all attachments, appendices, all documents incorporated by reference there together with any subsequent modifications, the Bid document, the Bid offer, the acceptance and all related correspondences, clarifications and presentations.
- (b) **"Authorised Representative"** mean any person duly and formally authorized by each of the party.
- (c) **"Bidder"** means an organization registered in India eligible to bid in the stages of pre - qualification, bidding process and includes the successful bidder during the currency of this Agreement.

2. Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications.
3. The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.
4. Consortium in any form is not allowed for this RFP.
5. The Bids and all correspondence of documents relating to the Bids shall be written in English Language.
6. The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by University will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
7. All the communication to University including this RFP and the Bid documents shall be signed on each page by the authorized representative of the Bidder and attach authority letter.
8. This document provides information to enable the Bidders to understand the broad requirements to submit their "Bids".
9. The Bidders are expected to submit their offers in two parts namely, "Technical Bid" and "Financial Bid" and in the format given in this document.
10. The Technical Bid (Envelope-1) needs to be in the following format:
 - i. Index
 - ii. Covering Letter (Annexure 1)
 - iii. Bidder's Authorization Certificate (Annexure 2)
 - iv. Affidavit for not being blacklisted (Annexure 3)
 - v. Bid Security Form (Annexure 4)
 - vi. Details of Bidder (Annexure 5)
 - A. General Profile of the Company
 - B. Details on essential qualification criteria along with documentary evidences as provided in para E below.
 - C. Details on technical evaluation criteria along with documentary evidences as provided in para F below
 - vii. Sales Tax Clearance Certificate as on 31st December 2017.
 - viii. Original Bid Document duly signed
 - ix. Any other relevant information
11. The Commercial Bid (Envelope-2) needs to be in the format defined in 'Commercial Bid Format' (Annexure 6)
12. Agreement will signed with the successful Bidder with the validity of three years and it may be renewed from time to time on mutually agreed terms and conditions for further periods of three year each based on the performance of the Bidder.

13. Important Limits

Item	Description
Bid Security (Earnest Money Deposit - EMD) in the form of Demand Draft or Bank Guarantee from a scheduled Bank	Rs. 20,000/- (Rupees Twenty Thousand only)
Bid Validity Period	180 days months from the date of submission of Bids by the Bidder(s)
Period for Signing Contract	Within 30 working days from date of receipt of notification/letter of award

Section 2: Scope of Work -

BROAD SCOPE OF WORK

1. Design, develop and host configurable web portal of the University for recruitment process.
2. Provide interface to university to make available Online Information Brochure of the recruitment process for browsing, downloading and printing by the aspiring candidates on the hosted website.
3. Provide interface to university to make available information to all the applicants about recruitment rules & regulations.
4. Provide the interface to the University to configure various posts and vacancies available for recruitment from time to time.
5. Make available Online Application Form accessible to the aspiring candidates on the internet either from any cyber café or any other computer connected to the internet through the web-portal of the University under the vacancies displayed on the website for individual posts.
6. Make available Application Fee payment options such as Internet banking, Online banking
7. Provide login to all the applicants to monitor the status of their application.
8. Provide Customer Relationship Management (CRM) services such as email, SMS.
9. Design, develop, test and host central recruitment web-portal to enable University to publish from time to time information related to recruitment process, centrally receive online Application forms with required documents, provide login authorities to University to monitor & conduct recruitment process.
10. Provide below interface in University login to manage various recruitment process
 - a. Portal Configuration or Application Form configuration.
 - b. Post Publishing.
 - c. Portal Management.
 - d. Candidate Scrutiny.
 - e. Interview Management below functionality
 - i. Interview shortlisting
 - ii. Interview letters generation
 - iii. SMS & Email Notification to Eligible Candidates
 - iv. Send Interview letters over candidate Email ID & Also provide utility to download the same in candidate login
 - f. Appointment Management below functionality
 - i. Appointment Recommendation
 - ii. Appointment letters generation
 - iii. SMS & Email Notification to Eligible Candidates
 - iv. Send Appointment letters over candidate Email ID & Also provide utility to download the same in candidate login
 - g. Joining Formalities.
 - h. Various Report required

The selected bidder should work out the sizing for the servers for hosting the Application including Document Repositories, Web Portal, Database, etc. based on the application software to be implemented and requirements, performance and security.

The bidder will be responsible for all the upgrades, updates, installation of patches and overall maintenance of software framework. Any change in the modules proposed under this RFP, as required by the University post Go-Live, shall be made by the bidder at no additional cost to the department.

The solution should be hosted in any commercially available data center within India. The data center must be tier-3 data centre or above certified, and must be ISO/IEC 27001:2005 security certified or above. The bidder must provision DR site for ensuring the continuous availability of the solution.

The bidder will be required to train all the users of the system from University. All the arrangements related to organisation of training shall be made by University.

Roles and Responsibilities

The roles and Responsibilities of Service Provider and Knowledge Partner (SP& KP) shall be as follows

Nominate and authorize an officer who will be a single point of contact and will represent Bidder for any matter regarding the project. It shall also nominate an alternative person to the said officer who shall be equally responsible in the absence of the first nominated officer
Design and Develop a configurable software framework to facilitate the application form filling, online payment and uploading of required documents as per the requirements provided by the University.
Design, develop, test, and host the configurable recruitment web-portal on the URL to publish from time to time information brochure of online recruitment process and recruitment rules and regulations and provide web-based facilitation services to the candidates as listed in the scope.
Provide login to the authorities identified by the University to manage the entire recruitment process.
Provide admin login to the Scrutiny Committee identified by the University to view candidate application form, uploaded documents, etc.
Provide interface to university to generate interview/appointment letters for the eligible candidates and send interview/appointment letters through e-mail and also give notification through SMS.
Provide interface to university to Generate interview call letter / appointment letter for the eligible and shortlisted candidates as per the format provided by the University and make available the same in the respective login of the candidate.

Section 3: Bid Evaluation Criteria -

A. Overall Bid Evaluation:

University will evaluate and compare the Bids determined to be substantially responsive. It is University's intent to select the proposal that is most advantageous to it and each proposal will be evaluated using the criteria and process outlined below.

Each proposal shall be evaluated in the following steps:

Step 1: The Bids shall be evaluated to validate the adherence to the Eligibility / Qualification Criteria Section 3 (E) given below. Bids which are found to be meeting or exceeding the Essential Qualification criteria shall be considered as responsive and eligible for Technical Evaluation.

Step 2: Technical Evaluation of Bids which are found to be meeting or exceeding the Essential Qualification criteria specified in Qualification Criteria Section 3 (E) given below shall be carried out using a point system. Bidders with score of 60 and above in the technical Bid shall be considered as technically qualified/responsive. However, if the no. of qualified Bidders is less than three, the qualifying marks shall be brought down to a level, where at least three bidders qualify but it shall not be brought down to less than 50 regardless of the no. of qualified bidders.

Step 3: The Commercial Bids of all technically qualified Bidders shall be opened and scores will be assigned to the Bidders based on the following formula:

Commercial Score = (Total Cost of the L1 Bidder/ Total Cost of the individual Bidder)*100

Step 4: The final score shall be based on the following formula:

Technical Score*0.7 + Commercial Score*0.3

The Bidder with the highest final score based on the formula mentioned above shall be eligible for the award of the contract. University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, if deemed in the best interest of University to do so.

Note:

A substantially responsive Bid is the one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposals without material deviation. A material deviation is one which affects in any substantial way the functionality, scope or quality of the Deliverables, or is, inconsistent with the Request for Proposals, or which limits in any substantial way University rights or the Bidder's obligations for performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

B. Bid Evaluation Committee:

University may constitute a Bid Evaluation Committee to evaluate the Bids.

The Bid Evaluation Committee may choose to conduct discussion with The Bidder with the lowest price in commercial bid. The decision of the Bid Evaluation Committee in the evaluation of the Technical shall be final and binding on all Bidders. No correspondence will be entertained outside the process of discussion with the Bid Evaluation Committee.

C. Clarifications of Bids and Review of Bidders' Proposed Deviations:

In order to assist in the examination, evaluation and comparison of Bids, University, at its discretion, may ask the Bidder for clarification(s) regarding its Bid. The request for clarification and the response

shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted during the process of seeking clarifications.

D. Contacting University:

Any attempt by a Bidder to influence University in its Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

E. Qualification Criteria:

Sr. No.	Particulars of Criteria	Attested copy of documents in Support of Proof required
1	Bidder should be a Company registered under the Companies Act, 1956 since last 5 years as on 2018.	Certificate of Incorporation
2	Bidder should have been in the business of software development for last 5 years.	Testimonials / Work Completion Certificates regarding satisfactory completion of project/agreements.
3	Bidder should have average annual turnover of 1 Cr. during last 3 years.	Audited Annual Accounts
4	Bidder should have positive net worth during last 5 years	Certificate from CA
5	Bidder should have provided services of web based recruitment to minimum 3 Clients during last 5 years	Work order / Completion Certificates / Experience Certificate/Agreement
6	Bidder should have provided services of web based recruitment in single project consisting of minimum application count of 25000	Work order / Completion Certificates / Experience Certificate
7	Bidder should have experience of providing web based recruitment for university recruitment process during last 3 years	Work order / Completion Certificates / Experience Certificate/Copy of agreement
8	Bidder should have necessary statutory registrations under applicable laws such as: i) Income Tax PAN ii) GST Registration iii) Provident Fund Act iv) State and Central Sales Tax v) TIN and VAT	Copy of Registration Certificates
9	Bidder should have obtained Udyog Aadhaar No.	Certificate of Registration
10	Bidder should necessarily have ISO 9001:2008 or ISO 9001:2015 Certificate and should also have certified under ISO 27001	Certificate of Registration
11	Bidder should have provided online payment facility in a single project to applicants exceeding 50000	Certificate from client
12	Income Tax Returns and Service Tax/GST Returns during previous 3 years	Copy of Income Tax Returns and Service Tax Returns/ GST Returns
13	Bidder should have requisite manpower consisting of requisite number of Business Analyst, Technical Development Team and IT Infrastructure Team	List of manpower including qualification and experience in relevant field duly certified by HR
14	Bidder should not have been blacklisted or debarred by Central or any State Government (s) or any agency of Central or State Government (s) or any Department (s) of Central or State Government (s)	Notarized Affidavit on the non-judicial stamp paper duly executed by authorized signatory (Annexure-3)

F. Technical Bid Evaluation:

The minimum qualification marks for Technical Bid will be 70. Any Bidder securing 70 or above marks in the Technical section would be deemed to have qualified technically. However, if the no. of qualified Bidders is less than three, the qualifying marks shall be brought down to a level, where at least three bidders qualify but it shall not be brought down to less than 50 regardless of the no. of qualified bidders.

Sr. No.	Technical Evaluation Criteria for Assessing Technical Capability	Max. Score
1	Annual Turnover from Software Solution and services during the last 3 Financial Years (2014-15, 2015-16, 2016-17)	10
	More than 150 Cr (Max 10 marks)	
	100 Cr to 150 Cr (Max 7 marks)	
	More than 50 and less than 100 Cr (Max 5 marks)	
	More than 25 Cr and less than 50 Cr(Max 3 marks)	
	1Cr to 25 Cr (Max 1 marks)	
2	Years of Experience in Online application for University/Board/Govt./Semi Govt. Departments	15
	More than 10 years (Max 15 marks)	
	8 Years to 10 Years (Max 10 marks)	
	5 Years to 7 Years (Max 3 marks)	
3	Experience in web based configurable framework for Universities/Boards/Govt. Departments/Educational Institute	10
	More than 15 Projects (Max 10 marks)	
	10 to 15 Projects (Max 5 marks)	
	3 to 9 projects (Max 3 marks)	
4	Certification	5
	IEC 27001:2013 (Max 2 marks)	
	ISO 9001:2008 or 2015 (Max 1 marks)	
	CMMI 3 or above (Max 2 marks)	
5	Online Payment transactions in single project	5
	More than 5,00,000 (5 Marks)	
	1,00,000 to 5,00,000 (3 Marks)	
	More than 50,000 and less than 1,00,000 (2 Marks)	
	Up to 50,000 (1 Marks)	
6	Experience in processing number of Online Applications for single client for Govt./ Semi Govt./University/Directorate/any other registered organization.	10
	Above 25 lakh (Max 10 marks)	
	5 to 25 Lakh (Max 5 marks)	
	25000 to 5 lakh (Max 3 marks)	
7	Manpower	5
	More than 150 (Max 5 marks)	
	More than 100 and less than 150 (Max 3 marks)	
	Between 50 to 100 (Max 2 marks)	
8	Expertise providing teacher recruitment projects	15
	More than 6 projects (Max 15 marks)	
	3 to 5 projects (Max 10 marks)	
	upto 2 projects (Max 3 marks)	
9	Experience of web based teacher recruitment candidates in single project	5

	More than 7,000 (Max 5 marks)	
	More than 5000 and less than 7,000 (Max 3 marks)	
	More than 1000 and less than 5000 (Max 2 marks)	
10	Demonstration of Framework	20

In case project is repeated x number of times for a client it will treated as X number of projects

G. Commercial Bid Evaluation:

The Commercial bids of only technically eligible bidders shall be opened. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Tendering organization shall inform the date, place and time for opening of financial bid

Section 4: Award of Contract-

1. Award Criteria:

University will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Best Valued Bid after Evaluation (refer to Bid Evaluation section for details).

University reserves the right to accept or reject any Bid, and the Bidding Process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for University's action.

2. Notification of Award:

Prior to the expiration of the period of Bid validity, University will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its Bid has been accepted. The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's agreement with University, it will promptly notify each unsuccessful Bidder.

3. Signing of Contract:

At the same time as University notifies the successful Bidder that its Bid has been accepted, University shall enter into a separate contract, incorporating all the Roles and Responsibilities.

Section 5: Instructions to Bidders -

1. Cost of Bid Document

The Bid document is available for download from <http://www.cug.ac.in> during the period as mentioned above in 'letter of invitation' section. Vendors who download the Bid document from the website needs to provide a demand draft of Rs. 1,000 (Rupees One thousand only) drawn in favor of "Registrar, Central University of Gujarat" payable at Gandhinagar at the time of submission of Bid.

2. Earnest Money Deposit – EMD (Bid Security)

- i. The Bidder shall furnish, as part of its pre-qualification Bid, a Bid security of Rs. 20,000 (Rupees Twenty Thousands only).
- ii. The Bid security is required to protect University against the risk of Bidder's conduct, which would warrant the security's forfeiture
- iii. The Bid security shall be denominated in Indian Rupees, and shall be in the form of a demand draft drawn on a scheduled bank in favour of "Registrar, Central University of Gujarat" or a Bank Guarantee from a scheduled bank as per the format given in Annexure 4.

- iv. Unsuccessful Bidder's Bid security will be discharged/ returned as promptly as possible but not later than 60 days after the award of the contract to the successful Bidder.
- v. The successful Bidder's Bid security will be discharged upon the Successful Bidder signing the Contract.
- vi. No interest will be payable by the University on the Bid Security.
- vii. The Bid security may be forfeited:
 - a. If a Bidder withdraws his Bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or
 - b. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee in accordance with the format given in the Appendix.

3. Security Deposit /Performance Guarantee:

- 3.1 Performance Bank Guarantee is mandatory.
- 3.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Registrar, Central University of Gujarat, Gandhinagar on or before 30 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee as per Annexure - 7 of the tender documents, for an amount covering 10% of the purchase order value.
- 3.3 The Performance Bank Guarantee should be established in favour of "Registrar, Central University of Gujarat, Gandhinagar" through any Bank situated at Gandhinagar or outstation with a clause to be enforced the same on their local branch at Gandhinagar.
- 3.4 Performance Bank Guarantee shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
- 3.5 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 3.6 The performance bank guarantee shall be kept valid during the entire period of the contract and shall continue to be enforceable for a period of 90 days beyond the date of fulfilment of all contractual obligations including warranty period.

4. Amendments

- i. At any time prior to the deadline for submission of Bids, University, for any reason, may modify the RFP by amendment notified in writing or by fax or email to all Bidders who have purchased this RFP and such amendment shall be binding on them.
- ii. University, at its discretion, may extend the deadline for the submission of Bids.

a. Prices

- i. The price would be inclusive of all taxes, duties, charges and levies as applicable, except the service tax/GST, which shall be paid extra by the University, as per the applicable rate
- ii. A Bid submitted with an adjustable price quotation will be rejected as non-responsive.

b. Correction of errors

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened.

c. Bid Currency

Prices shall be quoted entirely in Indian Rupees.

d. Disqualification

The Bid is liable to be disqualified in the following cases (this list is indicative, and not limited to)

- i. The Bid not submitted in accordance with this document.
- ii. During validity of the Bid, or its extended period, if any, the Bidder increases his quoted prices.
- iii. The Bidder qualifies the Bid with his own conditions.
- iv. Bid is received in incomplete form.
- v. Bid is received after due date and time.
- vi. Bid is not accompanied by all requisite documents
- vii. Information submitted in Technical offer is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- viii. Commercial Bid is enclosed in the same envelope as Technical Bid.
- ix. Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- x. Bidders may specifically note that while processing the Bid documents, if it comes to University's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the Bids floated by University. It is also clarified that if need arises University would go in for appointment of outside party(s) to undertake the work under the captioned Bid.
- xi. In case any one party submits multiple Bids or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Bids/Bidders are withdrawn upon notice immediately.

e. Sealing and Marking Of Bids

- i. The Bidders shall seal the Technical Proposal in an inner envelope marked "Technical Bid".
- ii. The Bidders shall seal the Commercial Proposal in an inner envelope marked "Commercial Bid".
- iii. The inner envelopes shall be sealed in an outer envelope. Both inner and outer envelopes shall be addressed to The Registrar, Central University of Gujarat at the address given in the document.
- iv. The inner and outer envelopes shall:
 - a. Bear the Project title and the words
 - b. "DO NOT OPEN UNTIL TECHNICAL EVALUATION" for Commercial Bid
 - c. The inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late."
 - d. If the outer envelope is not sealed and marked as specified above, University will not assume responsibility for the Bid's misplacement or premature opening.

f. Submission of Bids

- i. The Bidder shall submit the Bids using the format and form provided in the Appendix. The technical Bid should not contain any pricing or commercial information.
- ii. Bids along with the relevant documents must be received at the address specified and no later than the time (on the date) specified in Section 1 (E) above.
- iii. Bids received after the date and time mentioned in the Section 1 (E) above will not be accepted under any circumstances. The Bidder shall ensure that the Bid documents, complete in all respects, reach by the due date and time.
- iv. In case the Bid due date is extended due to any reason the same shall be intimated through the website <http://www.cug.ac.in>
- v. University may, at its discretion, extend this deadline for the submission of Bids by amending the Request for Proposals, in which case all rights and obligations of University and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- vi. Bidders are solely responsible for timely delivery of the Bids to the location as mentioned above in this document, set forth herein prior to the stated Proposals Submission due date and are solely responsible for delays in receipt, including but not limited to third party carriers. Any Bid received by University after the deadline (the last date and time of submission) for submission of Bids prescribed by University will be rejected.

- vii. Queries, if any, must be received in writing (fax or e-mail) by University at least fourteen (14) days prior to the last date for submission of proposal. Queries received upto this period shall be replied at least 7 days prior to the last date of submission of the proposal.

g. Data Rights

The ownership of any data related to the various services under the purview of this project lies with University, and the same needs to be provided by the Bidder to University during the entire duration of the project. Upon completion of the project and/or termination of the contract, the Bidder needs to ensure that complete data is made available to University in any format that may be required.

h. Bid Opening

University will open the 'Technical' Bids and list them for further evaluation. The 'Commercial Bid' covers shall be listed and shall not be opened until the evaluation of the 'Technical Bid'. The commercial Bids of only those Bidders who qualify in technical evaluation will be opened. The Bids will be opened in the presence of representatives of the Bidder(s) qualifying in technical evaluation (if they are present). University reserves the right at any time to postpone or cancel a scheduled Bid opening.

i. Confidentiality

Bidder understands and agrees that all data, materials and information marked and identified by University as 'Confidential' are valuable assets of University and are to be considered University's proprietary information and property. Bidder will treat all confidential data, materials and information provided by University with the highest degree of care necessary to insure that unauthorized disclosure does not occur. Bidder will not use or disclose any data, materials or information provided by University without University's prior written approval. Bidder shall not be liable for disclosure or use of any materials or information provided by University.

j. Period of Validity of Bids

The Bids shall be valid for a period of "SIX MONTHS" from the closing date for submission of the Bid. A Bid valid for a shorter period may be rejected as non-responsive. Till completion of the validity period, unless the Bidder withdraws his Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his Bid.

In exceptional circumstances, at its discretion, University may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email).

Section 6: General Conditions of Contract

1. Prospective bidders to comply with terms and conditions of RFP
2. Evaluation based on Technical and Commercial Bid evaluation process
3. Selected bidder needs to undertake project as per scope of work enumerated in RFP document
4. Selected Bidder should furnish within 30 Days Performance Bank Guarantee
5. Bidder to adhere to the timely commitment of agreed deliverables
- 6. Default or Delay in deliverables**

6.1 In case of default or delay in deliverables beyond the prescribed schedule on the part of SP & KP, the penalty per week or part thereof will be charged at such rate on the total order value payable to SP & KP.

7. Intellectual Property Rights

- 7.1 The Intellectual Property Rights in the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and their design, look and feel, shall vest with the bidder.

7.2 Each party shall inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party shall co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

8. Non-Disclosure

8.1 Either party shall undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which could be obtained or received during the course of execution of the project, except that which is:

- a. Inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or
- c. In the hands of the public other than as a result of a breach of this clause

8.2 In case if any of the party legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

9. Force Majeure

9.1 The failure or delay on the part of any party in performing any of its obligations as a result of or arising out of Force Majeure conditions shall not make such party liable, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance with the utmost dispatch whenever and to the extent such cause or causes are removed.

9.2 Any extraordinary events including acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority, strike, lockout, unlawful acts, will full tampering of data on the portal and hardware and power failure, downtime of ISP services, virus/worms/spyware/denial of service attacks, spamming and hacking attacks, which cannot be controlled by the parties, shall be considered as a Force Majeure event.

10. Termination

The agreement between the parties can be terminated by either party giving the other party, a prior written notice of not less than three months of its intention to do so but without dishonouring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the other party.

- 10.1 The agreement shall also stand terminated for any reasons such as legal processes, acts of the State or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.
- 10.2 The agreement may be terminated by both parties by mutual consent.
- 10.3 Notwithstanding anything stated above, this agreement cannot be terminated till the process of admission for the concerned academic year gets over.
- 10.4 Both the parties shall honour commitments made prior to the date of notice/termination, complete the ongoing work to avoid major inconveniences or serious dislocations of the work of either party and shall settle any outstanding dues without recourse to compelling action, upon such termination.
- 10.5 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and Intellectual Property Rights.

The Clauses of this agreement , which by nature are intended to survive termination of this Agreement shall remain in effect after such termination.

11. Jurisdiction

All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Ahmedabad/Gandhinagar, which shall be the courts having jurisdiction to entertain and try the same

13 Authorization

- 13.1 The person signing below on behalf of each of the parties, represents and warrants that the signing person has the authority to execute this Memorandum of Understanding on behalf of the said party and that it is not necessary for the other party to inquire further into the validity of execution or authority to execute.

14. Notices

14.1 Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the parties at the addresses set forth in this MoU or to its last known place of business.

15. Data Backup

A Mechanism for data backup with the bidders as per the terms and condition of the contract.

Section 7: Appendices

1.1. Annexure 1: Covering Letter

Date: _____
Bid Reference No.: _____
To _____

Sub: PARTICIPATION IN THE BID PROCESS FOR Appointment of _____

Dear Sir,

This is in response to the RFP issued by the University (Ref No.) dated

We (Name of the Bidder) are keen to submit the proposal for the same.

Please find enclosed our Proposal. We have also attached the requisite Processing Fee of Rs. 1,000/- in the form of Demand Draft No. dated drawn on

We hereby confirm that:

The RFP is being submitted by which is the "Bidder" in accordance with the conditions stipulated in the RFP.

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by University and in any subsequent communication sent by University. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from University.

The information submitted in our RFP is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our RFP. We acknowledge that University will be relying on the information provided in the RFP and the documents accompanying such RFP for Selection of Bidders, and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such RFP are true copies of their respective originals.

We acknowledge the right of University to reject our RFP without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the RFP.

This RFP is unconditional and we hereby undertake to abide by the terms and conditions of the RFP. We understand that any work sanctioned in pursuance to the process detailed in this RFP shall be on the terms and conditions specified in the Letter of Award / Work Order / Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.

We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

For and on behalf of:

Signature: Name: Designation:

(Company Seal) (Authorized Representative and Signatory)

Note: The Covering Letter is to be submitted by Authorized Representative and Signatory on the organisation's letterhead with his/her dated signature and seal.

1.2. Annexure 2: Bidder's Authorisation Certificate

To,

< Bidder's Name>-----< Designation>----- is hereby authorized to sign relevant documents on behalf of the Company in dealing with Bid of reference<Bid No. and Date>----- . He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said Bid.

Thanking you,
Authorized Signatory
<Name>
Seal

1.3. Annexure 3: Affidavit for not being blacklisted

(Affidavit on non-judicial stamp paper by Authorized Representative and Signatory of the Bidder with his/her dated signature and company seal)

AFFIDAVIT

I/We, on behalf of (Name of Bidder), with its registered office at do hereby declare that the above-mentioned Bidder has not been blacklisted/ debarred by any State/Central Government Department/Public Sector Undertaking in the previous five financial years for breach on our part regarding services offered to be provided by us.

For and on behalf of:

Signature:

Name:

Designation: Date:

(Company Seal)

(Authorized Representative and Signatory)

1.4. Annexure 4: Bid Security Form

Whereas _____(hereinafter called "the Bidder") has submitted its Bid offer dated _____2018 for the RFP _____(hereinafter called "the Bid") KNOW ALL MEN by these presents that WE _____ of _____(hereinafter called the Bank:) are bound upto _____(hereinafter called "University") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the Said Bank this _____ day of _____2018.

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or if the Bidder, having been notified of the acceptance of its Bid by University during the period of Bid validity: fails or refuses to execute the Contract Form if required; or fails or refuses to furnish the agreement, in accordance with the instruction given in Bid document; We undertake to pay University up to the above Agreement upon receipt of its first written demand, without University having to substantiate its demand, provided that in its demand the University shall note that the Agreement claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including and any demand in respect thereof should reach the Bank not later than the above date

(Signature of the Bank)

1.5. Annexure 5: Details of Bidder

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

A] General Profile of the Company

Name and Address of the Company	
Telephone Nos., Fax, E-mail and Website	
Date of Incorporation (with document evidence in the form of Certificate of Incorporation)	
Offices situated at different locations	
Address of Registered office	
Turnover for last three years 2016-17, 2015-16,2014-15, (Audited Profit and Loss Statement of three accounting years to be submitted)	
Net worth of last three years 2016-17, 2015-16,2014-15,	
Sales Tax / Service Tax Registration Number (with document evidence)	
PAN NO (with document evidence)	

B] Information regarding Essential qualification criteria as per para 3 (E) above

Sr. No.	Criteria	Information	Specify the Supporting Document(s)/Evidence
1	Date of incorporation or registration of the Bidder		
2.	Bidder should have in the business of software development since last 5 years		
3.	Bidder Should have average annual turnover of 1 Cr. during last 5 years		
4.	Bidder should have positive net worth during last 5 years		
5.	Bidder should have provided services of web based recruitment to minimum 3 Clients during last 5 years		
6.	Bidder should have provided services of web based recruitment in a single project consisting of application count of 25000		
7.	Bidder should have provided services of teacher recruitment during last 3 years		

8.	ISO and ISO 27001 Certification		
9.	Online Payment facility		
10.	Manpower details		
11.	Non-Blacklisting		

1.6. Annexure 6: Commercial Bid Format [To Be Part of Envelope 2]

To,

Sub: PARTICIPATION IN THE BID PROCESS FOR

Sir,

We declare:

i) That we are sole owner of

That we/the undersigned agency is equipped with adequate knowledge, expertise, hardware/software and other facilities required for providing services and our establishment is open for inspection by the representatives of University. We hereby offer to provide services at the prices and rates mentioned in the financial Bid enclosed.

We do hereby undertake, that, in the event of acceptance of our Bid, the services shall be provided as stipulated in the work order/agreement and the Bid terms and conditions to the Bid and that we shall deliver all the incidental services.

Unless explicitly stated in the agreement, the prices quoted are inclusive of all charges including those for traveling, hardware, software, manpower, if any, etc. for providing the desired services to University.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Bids and that we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditions of the Bid and the conditions of the contract applicable to the Bid and we do hereby undertake to provide the services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, the Bid document and placement of letter of intent awarding the contract, shall constitute a binding contract between us. :

Dated:

Signature:

Name and full address of Agency:

Agency Seal

Encl: Price Schedule

Note –

1. The Financial Proposal shall be inclusive of all taxes, levies and statutory liabilities except service tax. Service Tax at applicable rates will be paid extra by the client. If there would be any increase or decrease in the taxes (direct/indirect/local), levies, duties, and fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the bidder except service tax.
2. Unless explicitly stated in the agreement the above charges should be inclusive of any other applicable cost items including Software licensing, Designing, Customisation, Hosting, Technical, Managerial, Operational and Out of Pocket Expenses, etc.

Price Bid Format

S.No.	Details	Cost per year in Rs. (Excluding applicable taxes)
1.	Design, Development and hosting of configurable web based recruitment portal.	

1.7. Annexure 7: Performance Bank Guarantee Format [To Be Part of Envelope 2]

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GANDHINAGAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GANDHINAGAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GANDHINAGAR. GUARANTEE/BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTABLE.)

To,
Registrar,
Central University of Gujarat
Near Jalaram Mandir, Sector-29,
Gandhinagar – 382 030.

LETTER OF GUARANTEE

WHEREAS Central University of Gujarat, Gandhinagar (Buyer) have invited Tenders vide Tender No..... Dt. for purchase of **Web-Based Recruitment Framework** to University AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the Software etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, Central University of Gujarat, Gandhinagar**” in the form of Bank Guarantee for Rs and valid till [**90 (ninety) days** beyond the date of completion of the installation, commissioning and all other contractual obligations of the supplier including the free warranty period, may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.]

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the Software etc. this bank shall pay to Central University of Gujarat, Gandhinagar on demand and without protest or demur Rs. (Rupees.....).

This bank further agrees that the decision of Central University of Gujarat, Gandhinagar (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Central University of Gujarat, Gandhinagar (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if University serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.