

Request for Proposal

for

Selection of Vendor for providing service through IT professional Manpower for System Study, Design, Development One Nation One Data (ONOD) Platform & other AICTE applications for the initial period of 3 years



Invited by

All India Council for Technical Education (AICTE)

New Delhi

Nelson Mandela Marg,
Vasant Kunj, New Delhi-110070

RFP Document No: AICTE/RFP/ONOD

E-Bids, valid for a minimum period of 180 days from the date of opening, are invited by AICTE through e-procurement portal Selection of Vendor for providing service through IT professional Manpower for System Study, Design, Development One Nation One Data (ONOD) Platform & other AICTE applications for the initial period of 3 years extendable up to 2 years by AICTE Headquarters, Nelson Mandela Marg, Vasant Kunj, New Delhi as per terms and conditions of RFP.

Tender Fees (non-refundable)	Not applicable as per latest Government Notifications (to be downloaded from the Portal)
---------------------------------	--

RFP schedule is as follows:

S No.	Topic	Date
1	Start date of issuance of RFP document	14/01/2022
2	Last date for Online Submission of e-bids	04/02/2022 17:00 Hrs
3	Date and Time of pre-bid meeting	25/01/2022
4	Date and time for opening of technical e-bids	07/02/2022 11:00 Hrs
5	Technical Presentations	To be intimated later.
6	Date and time for opening of Commercial e-bids	To be intimated later to technically qualified Vendors
7	Estimated Value of the Project	Rs. 6.00 Crore per year
8	Validity of the Proposal	180 Days from the date and time of issue of RFP issue

Please Note: - The RFP is available at following: -

- AICTE Website: <https://aicte-india.org/bulletins/tenders>
- Bid ID : -----

Member Secretary, AICTE
tenderegov@aicte-india.org
 011-295813236

Section I	
SL. NO.	Details
1.0	Invitation for proposal
	1.1 Disclaimer
	1.2 Introduction to AICTE
	1.3 Background of AICTE e-Governance projects
	1.4 New Initiatives/Projects
	1.4.1 One Nation One Data
	1.4.2 Mobile APP for AICTE
	1.4.3 ERP Solution For AICTE
	1.4.4 Any other E-Governance project
2.0	Scope of Work with objectives
	2.1 Broad Scope of Work
	2.2 Additional activities under above scope of work
	2.3 Indicative list of proposed activities (Phase 1, 2,3,4)
3.0	Indicative Deliverables
4.0	Instructions for On-line Proposal Submission
	4.1 Terms of Selected Vendor
	4.2 BID SUBMISSION
	4.3 BID EVALUATION
	4.4 Selection of Vendor
5.0	Conditions related to award of work
6.0	Labour Laws
7.0	Manpower/Resources related terms and conditions
8.0	Intellectual Property Rights
9.0	Confidentiality
10.0	Proposal Submission- Documents required to be submitted along with the technical bid

TABLE OF CONTENTS

TABLE OF CONTENTS

Section-II		
1.0	General Terms and Conditions	
	1.1	Eligibility Criteria
	1.2	Period of Contract
	1.3	Earnest Money Deposit (EMD)
	1.4	Exemptions
	1.5	Amendments to RFP Document
	1.6	Preparation of Proposals
	1.7	Technical Presentation
	1.8	Evaluation of Proposals
	1.9	PAYMENT PROCESS
	1.10	Award of Contract
	1.11	Financial Offers
	1.12	AICTE's Right to Amend/Cancel
	1.13	Corrupt or Fraudulent Practices
	1.14	Force Majeure
	1.15	Arbitration
	1.16	Indemnity
	1.17	Limitation of Liability
	1.18	Termination
	1.19	Assignment
	1.20	Severability
	1.21	Interpretation of the Clauses in the RFP Document
	1.22	Resolution of dispute amicably/through arbitration

TABLE OF CONTENTS

Section-III		
1	SCOPE OF SERVICES AND ROLES	
	1.1	General Terms and conditions
	1.2	Specific Conditions applicable
2	Details of required skill set areas and Indicative Roles	
3	Obligations of the Vendor	
	3.1	Standard of Performance
	3.2	Prohibition of Conflicting Activities
	3.3	General Confidentiality
	3.4	Sub- contracting
	3.5	Reporting Obligations
	3.6	Rights of Use
	3.7	Safety & Security of Data, Premises, Location/site
	3.8	Equipment or Materials Provided by the Vendor:
	3.9	Intellectual Property Rights (IPR)
	3.1	Assignment
	3.11	Development Sites
4	Evaluation Criteria for as per RFP	
	4.1	Pre-Qualification Criteria
	4.2	Technical Evaluation Criteria

TABLE OF CONTENTS

ANNEXURES	
<i>ANNEXURE-A</i>	COVERING LETTER
<i>ANNEXURE-B</i>	Authority Letter
<i>ANNEXURE-C</i>	Undertaking towards Earnest Money Deposit (EMD)
<i>ANNEXURE--D</i>	Organization Details
<i>ANNEXURE--E</i>	DECLARATION REGARDING BLACKLISING/NON-Blacklisting
<i>ANNEXURE-F</i>	FINANCIAL CAPABILITY OF BIDDER
<i>ANNEXURE-G</i>	QUALIFIED MANPOWER ON THE ROLL OF VENDOR: FOR ALL MODELS

Section-1

1.0 INVITATION FOR PROPOSALS

This document is a Request for Proposal (RFP) for selection of vendor for hiring of IT professional manpower for **“Selection of Vendor for providing service through IT professional Manpower for System Study, Design, Development One Nation One Data (ONOD) Platform & other AICTE IT applications”**.

To ensure continued support to the projects undertaken by AICTE, it proposes to select Vendor having proven expertise in System Study, Design, Development, Implementation and Maintenance of platforms, Web Enabled Applications, Web Sites and Mobile Apps using latest available technologies like, proprietary (.net etc.), Open Source (PHP, Java, REACT, CMS-Drupal etc.) technologies and having qualified minimum professional Manpower in these areas of technology. The Website, Web Portals, Applications (Web & Mobile) so developed shall be **device independent**. Also, it must be assured that all development(s) and enhancement(s) can be done at par with the best of industry standards in minimum span of time, and maintenance of the same be done to the satisfaction of AICTE/MoE.

1.1 Disclaimer

AICTE has prepared this RFP document solely to invite prospective vendor for supply of Technical IT professionals for its project of One Nation One Data (ONOD) along with other e-governance applications as mentioned in this RFP.

This RFP is not an offer by AICTE, but an invitation to receive offer from Eligible Bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of AICTE with the vendor.

AICTE will not be liable to pay/reimburse any cost/losses/expenses/penalties/damages of whatsoever nature to any person (s)/entity (ties) submitting the RFP.

1.2 Introduction to AICTE:

All India Council for Technical Education (AICTE) was set-up in November 1945 as a national level apex advisory body to conduct survey on the facilities on technical education and to promote development in the country in a coordinated and integrated manner.

- a) To ensure the same, as stipulated in the National Policy of Education (1986), AICTE be vested with statutory authority for planning, formulation and maintenance of norms and standards, quality assurance through accreditation, funding in priority areas, monitoring and evaluation, maintaining parity of

certification and awards and ensuring coordinated and integrated development and management of technical education in the country.

- b) AICTE is responsible for proper planning and coordinated development of the technical education and management education system in India.
- c) The AICTE accredits postgraduate and graduate programs under specific categories at Indian institutions as per its charter. It is assisted by 10 Statutory Boards of Studies, namely, UG Studies in Eng. & Tech., PG and Research in Eng. and Tech., Management Studies, Vocational Education, Technical Education, Pharmaceutical Education, Architecture, Hotel Management and Catering Technology, Information Technology, Town and Country Planning.
- d) AICTE has its new headquarters building in Delhi on the Nelson Mandela Road, Vasant Kunj, New Delhi, 110067, which has the offices of the Chairman, Vice-Chairman, and the Member Secretary. Additionally, it has regional offices at Kanpur, Chandigarh, Gurgaon, Mumbai, Bhopal, Baroda, Kolkata, Guwahati, Bangalore, Hyderabad, Chennai and Thiruvananthapuram.

1.3 Background of AICTE e-Governance projects:

AICTE implemented an e-Governance system in 2010. The main objective of the e-Governance cell is to bring Accountability Integrity Credibility Transparency & Efficiency AICTE introduced e-Governance System in 2010 with the objective of bringing **Accountability, Integrity, Credibility, Transparency & Efficiency** in day-to-day activities of the organization to provide effective services to all its stakeholders. One such important activity in this direction is completely doing the grant or extension of Approval to the New and Existing Technical Institutes in a totally Online mode. Today AICTE is giving approval to more than 11000 technical institutions which are applying online to get AICTE approval and their application processing which includes scrutiny, re-scrutiny, Expert Visits, and other verification process and final decision through online mode including issue of Approval Letters. On receipt of applications submitted online the council initiates its approval process where in the application are processed through various stages comprising of committees scrutinizing the documents and committees physically verifying the infrastructure availability and its readiness for commencing the academia. The entire approval process is online including final payments, reimbursement, and other activities.

In addition to Approval of Technical Institutions, AICTE has initiated promotional activities Related to improvement in Technical Education across the country by way of providing Internship opportunities, industry connect, organizing Smart India Hackathon, Toycathon, International Hackathon and various other events of National importance for which web portals are launched.

AICTE also provide various awards in the field of excellence in Institution management and infrastructure, Faculty and students contribution in technology areas and emerging areas for which various web portals are designed, developed and entire process of inviting applications,

shortlisting and related activities is carried out in online manner for e.g Vishwakarma Awards, Lillawati Awards, Clean and Smart Campus Award, AICTE also provides Scholarships and fellowships to Students of Higher Education like Prime Minister's Special Scholarship Schemes(PMSSS) for J & K state, Pragati (scholarship of Single Girl Child) , Saksham (Scholarship for Differently abled Students). Several other initiatives Like One Student One Tree, Jal Shakti Abhiyan and woman empowerment etc. are also implemented using IT based solutions.

Portals have been launched for Faculty Development, Student Learning Assessment project (SLA) and NEAT (National Education Alliance Technology) for assessment of Students and Industry Institute Collaboration. AICTE Training and Learning Academy (ATAL), Setting up of IDEALABS, Monitoring of various Schemes of Ministry of Education, Education in India (EII). AICTE has currently hosted and is managing its web applications from its own data center. Most applications are developed under Linux/Windows platform with MySQL Database. **AICTE is now using state -of-art Cloud Services and all E-Governance applications are being moved to cloud.**

1.4.0 New Initiatives/Projects:

1.4.1 One Nation One Data:

Establish a completely new unified platform for all 55k+ HEIs to standardize data submission process, storing all the consolidated information in a central data store (Education Data Lake). One Nation One Data (ONOD) will reduce the burden of repeated data submission on HEIs to different agencies.

A predefined set of Data Access APIs expected to be built on top of the Global data model/education data lake that will allow sharing of relevant data to state DTEs, Approval bodies, Affiliating Universities and Accreditation bodies and ranking Agencies, etc. The API share data based on the mapping details stored in the data catalog component & are offered as Data-as-a-Service. The Job involves meta data preparation, data acumination through API's.

ONOD portal is an online (web-enabled) integrated rules-based system for centralized Data Collection Platform for all HEIs tailored for evolving policy having transparent online accreditation procedure, common standardized course structures, centralized all-embracing registration and comprehensive reporting to fulfil requirements of MoE' Innovation Cell, AICTE and other MoE departments, etc.

This platform will have far more information centrally and that collected by any agency independently and this will allow much better data analytics and insights that are currently not feasible.

The objectives for implementation of such a system are:

- a. Scalable, secure, robust and responsive online system for centralized Data Collection Platform for all HEIs (Students, Faculty, Scholarships/ Schemes, Committees, Facilities, Infrastructure, Employers (Public & Private Partners), Feedback System, Participation, IP Filed & Granted, EXPENSES & REVENUE, Innovations/Projects & Startups, Research Publications) to be integrated with existing systems such as approval, affiliation, accreditation, ranking system, etc. and flexible enough to integrate with new systems in future such as Aadhaar Enabled/unique Student and Faculty ID with **High Availability Architecture and**

Disaster Recovery mechanism in place.

- b. All the submitted data is centrally stored in a global data model that captures all possible details related to an institute.
- c. A Workflow/BRE feature on the Unified UI allows the HEIs to map their data/info attributes to downstream users, basically who is allowed to access what data. This mapping is finally stored in a data catalog. The data catalog also stores the reference and metadata details about agencies and users.
- d. System that is flexible enough to adapt to evolving policy and administrative rules.
- e. A predefined set of Data Access APIs need to be built on top of the Global data model/education data lake that allows sharing of relevant data to state DTEs, Approval bodies, Affiliating Universities and Accreditation bodies and ranking Agencies, etc. The API share data based on the mapping details stored in the data catalog component & are offered as Data-as-a-Service(DAAS).
- f. Fulfil requirements for MIS reports for various government schemes/departments such as for Ministry of Education, Ministry of Skill Development and Entrepreneurship, Ministry of Education's Innovation Cell, AICTE etc.
- g. ONOD will substantially reduce the burden of repeated data submission on HEIs to different agencies. And also, this will help all agencies save time which they are currently wasting in collecting the data.
- h. Creation of the 'Education Data Lake' approach will help get better insights for prospective long-term planning.
- i. Better management and retrieval mechanism.
- j. Mobile application gives the notification, announcement and minor edits feasible in the gadgets.
- k. Comprehensive data analytics and visualization modules needs to be built as integral part of proposed platform for better insight and decision making.
- l. Platform should seamlessly have integrated with existing legacy platforms by building suitable connectors/APIs.

Through this Tender Document, AICTE is looking for A Single Window Data Collection platform will help HEIs & stakeholders to follow the 'One Nation One Data (ONOD)' philosophy. Deployment infrastructure could be in National Clouds OR in public clouds like AWS, AZURE, IBM Cloud, etc. as approved by AICTE. The app development teams should use DevOps practices and tools like Kubernetes.

1.4.2 Mobile APP for AICTE:

AICTE proposes to design/develop and launch a comprehensive Mobile APP for use by all stake holders (Students, Faculty, Institutions of Higher Learning, planners and administrators) keeping in mind Government of India initiative of Ease of Doing Business. The App should have work flow for approval process, Information retrieval related to all schemes of AICTE and Ministry of Education related to Technical Education in Country and other interfaces.

1.4.3 ERP Solution for AICTE:

AICTE plans to implement ERP solution for all its activities related to HR Management, Finance and Inventory Management, work flow management etc. at AICTE Hqs as well as at all Regional Offices of AICTE.

1.4.4 Specialized Services:

AICTE has developed /planning to develop some applications using Microsoft technologies like Translation Services, Office 365, Power Builder, Power App etc. as well as Open Technology Platforms. AICTE plans to use Artificial Intelligence (AI), Machine Learning (ML), Block Chain Technologies, Big Data Analytics and other emerging Technologies. The Technical Manpower shall be using some of these technologies for design/development of ONOD application and other web platforms.

Please Note:

The above requirements are indicative only. There are many projects of e-Governance which are expected during next three to five years' time.

2.0 Scope of Work with Objectives

The proposed platform shall be developed preferably on an Open-Source platform. However, in certain specialized domains where Open-source solutions (OSS) meeting essential functional requirements may not be available or in case of urgent / strategic need to deploy CSS based solutions or lack of expertise (skill set) in identified technologies, the concerned Government Organization may consider exceptions, with sufficient justification. The guidelines issued by MeitY / G.O.I. from time to time may be referred for the purpose. It is expected from Vendor that they should have the requisite tools/ licenses for the development available with them both in onsite and offsite cases. However, in such cases where proprietary solution is provided to the AICTE as per their requirement, besides the product cost as per this Empanelment, all necessary cost in meeting the expenses towards License / Operating System / Premium Support / etc. (as applicable) after handing over the application / product to the AICTE, shall be borne completely by the AICTE.

The IT professional manpower shall be engaged on man month basis on the rates finalized through this RFP through the selected vendor.

2.1 Broad Scope of Work:

Study, Requirement gathering and Analysis, Design, Development, Testing, Implementation, Training and Maintenance of new/ existing Websites, Web-portals, Web Applications, SSL and Mobile Apps which comply with the 'Guidelines for Indian Government Websites' (GIGW Version 2) <http://guidelines.gov.in/> and are audited for security by a CERT-IN Empaneled Vendor.

For ONOD:

If any services, functions or responsibilities not specifically described in the contract are an inherent, necessary or customary part of the services or are required for proper performance or provision of the services in accordance with the Broad Scope of Work or Indicative List of Required Features, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in the scope of work.

The System should be driven by an integrated suite of software modules with customization capabilities that supports the basic internal business processes of AICTE/Ministry of Education's Innovation cell activities under scope of work and have a common database

and Service Oriented Architecture wherever appropriate or required for integration with other systems.

The work includes:

1. Study, Requirement understanding and Analysis with respect to developing Single-window Data Collection Platform for all HEIs for Ministry of Education after undertaking the study of the existing systems:
 - Analysis and business understanding of HEI data attributes, Generic and specific data blocks.
 - Data attributes to Agency mapping.
 - Frequency of data updates, data uploads
 - HEI, Agency and User reference data
 - Data refresh templates.
 - Existing Agency portal data model
 - Existing and New Business Intelligence report requirements
 - Requirement gathering through consultation with AICTE.
 - Finalization of Software and Database configuration.
 - Finalization of data migration and changeover strategy for smooth changeover.
2. Design, Development, Implementation and Maintenance of proposed online integrated system and Mobile application.
3. The system shall have options for multiple level of administrative control having varied rights for all the modules so that they are able to perform functions pertaining to their respective Centre/Domain as per their assigned rights.
4. System should be robust, responsive and support at least 5000 concurrent users per instance and scalable as per need.
5. System front-end should initially be Bilingual (Hindi & English) and shall have provision for easily supporting other Indian Languages (multilingual) in future.
6. Bidder shall carry out the Data migration /Porting of existing data into the new system. The format/schemas of existing data may be provided to the bidder on request.
7. Bidder shall get the system security audited at its own cost from CERT-In/CERT-In Empaneled vendors.
8. Identify the training requirements and train the concerned AICTE staff/officers for successful implementation and maintenance of the developed system. The Training shall include application, database and other related features.
9. Preparation of User, Design & Technical manuals and other documents for the developed system in an easy to understand and user-friendly language with proper Diagrams, Screen-shots and charts wherever required.
10. The design should organize business logic (with facility for authorized users to define, modify, add, and delete business rules from front end) and presentation logic separately while developing and implementing the proposed system, thus, restricting the database queries to be inserted inside the presentation and business logic; rather, it should be written in the Database only.
11. Platform should seamlessly have integrated with existing legacy platforms by building suitable connectors/APIs.

2.2 Additional activities under above scope of work include the following:

- Training & User Manual: Conducting training programs as per the requirement for successful execution of project along with preparation of User Manual.
- Maintenance of IT Platforms, Web-portals, Web Applications and Mobile Apps.
- Onsite Support manpower can be engaged under the scope of this at the manpower rates as finalized through this tender.
- User helpdesk support: If the AICTE has a requirement of helpdesk support, the same shall be discussed and agreed with the Vendor with clearly defined SLAs and shall form part of the work order.
- Conversion of the existing IT Platforms, Web-portals, Web Applications and Mobile Apps in compliance with latest GIGW Version 2 guidelines and same shall be security audited by a CERT-IN Empaneled Vendor.
- Automated reconciliation and generation of necessary reports etc.
- Design and development of the electronic form application in Secure & Usable format.
- Portal solution may include development of a complete application for electronic receipt of e-Forms, MIS reporting for various stakeholders, Monitoring and managing the various applications, printing of submitted application forms, Status Update of individual e-Form application, Status update of individual e-form application, Status tracking by users, Query Service and payment handling.
- Workflow architecture & software development may also be part of the requirement.
- Developing various APIs for data fetching from various portals/databases of different government agencies

2.3 Indicative list of proposed activities includes:

Phase 1: (Requirement Gathering)

- Study, Requirement identification and Analysis
- Detailed discussions with concerned stake holders to understand the overall objectives of the assignment.
- Finalization of Project Objectives/Requirements.
- Finalizing the detailed list of activities, scope and duration of each of the activity and detailed project plan.
- Submission of detailed Project Proposal /Plan.
- Signoff on detailed project plan, activities, timelines etc from concerned stakeholder/AICTE.

Phase 2: (Design and Basic Development)

- Design of Home Page
- Detailed Requirement gathering and analysis
- Study and analysis of existing /Similar website and Mobile apps and include best practices in draft design
- Submission of detailed Report (High level and Low-level application designs or SRS, FRS etc. as the case may be) covering requirement & functional aspects. The selected Vendor shall also be required to undertake the following tasks:
- Coordination and collection of required content from the concerned stakeholder.

Integration and Consolidation of data and information.

- Preparation of Content Structure/ Information Architecture for the website/mobile app.

- Approval of prototype (design interface) developed by Vendor from the stakeholder.
- Approval on the content gathered Sign-off for Design finalization.

Phase 3: (Comprehensive Development)

- Development, Testing and Implementation
- Provide front-end user interface for Content Population & Content Management that allows a user, even with limited expertise, to add, modify and remove content from a Web site/ mobile app.
- Comprehensive data analytics and visualization modules needs to be built as integral part of proposed platform for better insight and decision making.
- Application Development and Unit Testing, Integration Testing, System Testing, Functional Testing and Data Migration (wherever applicable).
- Testing of developed Websites, Web Portals, Applications (Web based & Mobile).
- Conduct User Acceptance Testing (UAT) and further, relevant modifications based upon User Feedback, for UAT sign-off of the completed project, Web Portals, Applications (Web based & Mobile).

Phase 4: (Deployment and Maintenance)

- Operation and Maintenance support
- Identify and execute training requirements for successful execution of project.
- Creation of necessary documents and User Manuals and Technical Manual for training Support on Training/ Demo on need basis.
- Warranty Maintenance / Annual Maintenance of Websites, Web Portals, Applications (Web based & Mobile).
- Handover of Websites, Web Portals, Applications (Web based & Mobile) to AICTE along with technology transfer, and source code.
- The Vendor shall also provide support as and when required by the AICTE during the O&M period.

In addition to the phases as defined above, wherever applicable the selected Vendor will perform the following as per the requirement of user:

- Design and Development of IT Platforms, Web Portals, Applications (Web based & Mobile) Devices having capability to connect directly to Service Provider's central system through laptops, handheld devices, mobile etc. used for financial inclusion at grassroots level.
- Designing interface/ mechanism for Mobile based application along with other interfaces as defined through the Scope of Work of this Tender document.
- Adherence to all Web Application Audit/ Compliance and Approval / Security Features.

Note:

- a) The selected vendor will therefore be required to submit Monthly Performance Report (MPR) and attendance to AICTE in advance in a prescribed format (will be provided along with procedure) within the last week of every month.
- b) The selected Vendor will also be reviewed on their manpower strength from

time to time during the Period of selection.

3.0 Indicative Deliverables

The following is a list of indicative deliverables proposed through this tender. However actual deliverables will depend upon project specific requirements and will be finalized in consultation with AICTE.

- High Level and Low-Level Design/ Architecture Document
- Software Requirements Specification (SRS)
- User Manual /SOP
- Technical Manual
- Data Backup/ Archival Process
- Requirement Traceability Matrix
- Source Code
- Security Audit Certification by Cert-In Vendors of MeitY.
- SSL Certificate (To be procured by Bidder)
- Preparation of Websites in compliance with GIGW- version 2 to obtain website quality certificate.
- Translation Services for new/existing Websites / Portals.
- Proof reading / validation and correction of the translated and entered data and submission of error free sentences in softcopy, by Vendor.
- Validation certificate of the translation done by the Vendor shall be given by the AICTE.
- Submission of print-outs of the translated sets (12 pt size print) for verification to the AICTE by Vendor.
- Data Entry of translated sentence in Unicode font of respective language by the Vendor.

Note

Timelines shall be defined as per Project size and shall be mutually agreed by the concerned AICTE & Selected Empaneled Vendor. Timelines shall be defined before placing PO by AICTE.

The detailed scope of services and skill sets required are stipulated in **Section – I** of this document

4.0 Instructions for On-line Proposal Submission

The Vendors are required to submit soft copies of their proposals electronically through www.eprocure.gov.in, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the Vendors in registering on the CPP Portal, prepare their proposals in accordance with the requirements and submitting their proposals online on the CPP Portal. More information useful for submitting on-line proposals on the CPP Portal may be obtained at: www.eprocure.gov.in.

Contact Information:

**Member Secretary,
All India Council of Technical Education
Nelson Mandela Marg,
Vasant Kunj, New Delhi-110070**

4.1 Terms of Selected Vendor/Service Provider

The following are the terms and conditions for the selection of Vendor

- The contract of the service provider/vendor shall be initially for a period of 3 (three) years, which can be extended through mutual consent for 2 (Two) more year. Under special circumstance, contract can be can be extended further through mutual consent.
- The category-wise per month Rates for IT professional Manpower shall remain valid and fixed during the period of award of contract to selected Vendor with increase on yearly basis as per RFP.
- An 8% upward revision in the finalized rates for Technical Resource will be admissible every year during the period of contract/ extended contract.
- After selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of AICTE.
- The Bidder will provide desired IT professionals as per project requirements after getting approval from AICTE/ Project Head.
- Services of the IT Manpower shall be sought as per the project need in a staggered manner.
- AICTE will review the progress periodically.
- Escalation Matrix for Problem solving: The Selected Vendor should provide an escalation matrix for problem resolution to AICTE by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted. The Empaneled Vendor should also provide website URL for such purpose.
- During the contract period, AICTE may ask the Vendor to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- Minimum required qualification for the proposed resources shall be as per terms & conditions laid out in Annexures-G Qualification & Experience of Technical Resources.
- Objection, if any, to the Work Order must be reported to concerned project coordinator by the Vendor within five (5) working days counted from the Date of issuance of Work Order, otherwise it is assumed that the Vendor has accepted the Work Order in total. This is applicable in case of electronic publishing/ delivery of Work Order also.
- If the selected Vendor for reasons attributable to it is not able to execute the Project/assignment as per the terms and conditions of the work order, applicable penalty clause shall be applicable and AICTE may forfeit Security Deposit/Performance Bank Guarantee in full. Besides this AICTE reserves the right to take any legal action against the Vendor.
- Work Order issued by AICTE to the selected Vendor, the selected Vendor will sign a mutually agreed Non-Disclosure Agreement (NDA) with the AICTE.
- The format for the NDA proposed to be signed between selected Vendor and the respective AICTE shall be provided post selection by AICTE. Such NDA shall be mutual and subject to standard confidentiality exclusions and with a clear survival period.

- A copy of the signed NDA shall be provided by the selected Vendor to AICTE for record keeping / reference purpose.
- EMD undertaking as per format given in Annexure C.
- The selected Vendor to whom the Purchase Order (PO) / Work Order (WO) is issued shall be required to give Performance Bank Guarantee (PBG) for the amount equivalent to 3% of the PO value. PBG will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled / Centralized Bank drawn in the name of AICTE, New Delhi.
- This PBG (Performance Bank Guarantee), will in-turn, be released after the completion of contract or extended contract or complete execution of all the work orders issued under this contract, whichever is later.
- The PBG/Security Deposit can be forfeited if a bidder:
 - a) Withdraws its bid during the period of bid validity.
 - b) Successfully gets selected, but fails to sign the contract as per the tender terms and conditions within the stipulated time.
- A scanned copy of EMD undertaking must also be uploaded electronically on <http://www.eprocure.gov.in>.
- In case the bidder violates any condition stated above, the bidder's bid shall be rejected

4.2 BID SUBMISSION

- a. Online bidding can be done through e- procurement site <http://www.eprocure.gov.in>
- b. Bids are to be submitted as per eligibility criteria given in Section-II of this tender document.
- c. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- d. Tender bid must contain the name, office and after office hours and addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
- e. Un-signed & un-stamped bid shall not be accepted.
- f. The bids would be valid for a period of 180 days from the date of opening. If necessary, AICTE will seek extension in the bid validity period beyond 180 days. The bidders not agreeing for such extensions will be allowed to withdraw their bids.
- g. All pages of the bid being submitted must be sequentially numbered and signed by the bidder irrespective of the nature of content of the documents.
- h. Bids NOT submitted as per the specified format and nomenclature will be rejected.
- i. Ambiguous bids or not quoted as per the format given by AICTE will be out rightly rejected.
- j. AICTE will NOT be responsible for any delay on the part of the Vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- k. The offers submitted by fax/ E-mail etc. shall NOT be considered. No

correspondence will be entertained on this matter.

- l. Any alteration/ overwriting/ cutting in the bid should be duly countersigned else it will be out rightly rejected.
- m. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway. (A tender is conditional when a bidder submits a bid with his own conditions & stipulations extraneous to the terms and conditions specified in this tender)
- n. If any clarification is required, the same should be obtained before or during pre-bid meeting only. However, AICTE reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- o. Tender process will be over after the issue of award of contract letter to the selected Vendor.
- p. For additional instructions, refer to the Section: Bid Evaluation for details on Pre-Qualification Evaluation and Financial Bid Evaluation respectively.
- q. The vendor can submit proposal for any one On Site Mode, Offsite Mode and Hybrid/Dual mode

4.3 BID EVALUATION

- No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee / its authorized representative and office of AICTE can make any enquiry / seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.

Pre-Qualification Evaluation

- The Bidders are requested to furnish documents to establish their eligibility (indicating the reference page number in the bid against the proofs submitted) for each of the items given in Eligibility Criteria under Section-II. Relevant portions in the documents should be highlighted. If a bid is not accompanied with all necessary documents, it may be summarily rejected.
- Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, AICTE reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- All documents should be submitted electronically in PDF format. Upon verification, evaluation/assessment, if any information furnished by the Bidder is found to be false / incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained.
- Submission of false/forged documents will lead to blacklisting of Vendor for a minimum period of 3 years from participating in AICTE tenders.
- A Bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered. If there is any lack of clarity in the submitted eligibility documents, evaluation committee may ask concerned bidder representative to be present physically to prove their eligibility.
- Bidders are neither allowed to join hands to participate in the tender nor allowed to

submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. **Bidding through consortium is not allowed.**

4.4 Selection of Vendor

- The contract will be valid for a period of 3 years in the first instance from the date of award of contract. It may be extended for another 2 (two) years with mutual consent depending upon the need of AICTE's project requirements. Under special circumstance, contract can be extended further through mutual consent.
- Selected Vendor must honor all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by AICTE, failing this, AICTE stop further participation of such Vendor for three years in AICTE tendering process.
- In the event, a selected vendor or Company or the concerned division of the Company is taken over or bought over by another company, all the obligations and execution responsibilities under the agreement with AICTE, should be passed on for compliance by the new company in the negotiation for their transfer.
- The Vendor should not assign or sublet the contract or any part of it to any other Vendor in any form. Any such attempt shall result in termination of contract and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders)
- AICTE may, at any time, terminate the contract by giving written notice to the selected Vendor without any compensation, if the selected Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AICTE.
- Reasons for rejecting a tender/bid will be disclosed to a bidder only where enquiries are made.
- The selected Vendor to whom the Purchase Order (PO) / Work Order (WO) is issued shall be required to give Performance Bank Guarantee (PBG) for the amount equivalent to 3% of the PO value. PBG will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled / Centralized Bank drawn in the name of AICTE, New Delhi.
- PBG should be One single deposit in the form of Bank Guarantee.
- Selected Vendor shall be required to submit Security Deposit within 30 days of issuance of award of contract by AICTE.
- The PBG should remain valid for an additional period of 90 (ninety) days beyond the timelines mentioned in the PO.
- In the event wherein the contract is extended by AICTE beyond 3 years, the selected Vendor shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of contract by AICTE.
- The PBG will be released **(without any accrued interest)** after the contract period or execution of all pending POs whichever is later.
- Refund of Security Deposit shall take place only after completion of contract period.
- AICTE will have the right to forfeit the PBG without assigning any reasons if the selected Vendor defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the contract will be cancelled.
- AICTE will have the right to forfeit the security deposit if the selected Vendor
 - Fails to meet the terms and conditions of the tender document or perform any

- other obligation under the contract
- Fails to execute the work orders issued by AICTE
- Apart from this AICTE also reserves the right to cancel the contract of the selected Vendor in case of repeated default.

5.0 CONDITIONS RELATED TO AWARD OF WORK

- AICTE would inform the Vendor about the selection of vendor and the GFR compliant procedure followed in the contract.
- Payments shall be subject to deductions of any amount for which the Vendor is liable as per the penalty clause of this tender document. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other taxes.
- If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the registration certificate must be provided to AICTE. Further, the bidder must keep AICTE informed of any change in the status of the company.

6.0 Labour Laws

- The Vendor shall, and hereby agrees to, comply with all the provisions of applicable Indian Labour Laws and industrial laws in respect of the manpower employed thereof.
- Wherever necessary, the Vendor shall apply for and obtain license as provided of Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. AICTE shall not be held responsible for any breach of the license terms and conditions by the Vendor.
- The vendor shall also ensure compliance to the following labour legislations:
 - (i) Minimum Wages Act *
 - (ii) Employees Provident Fund Act *
 - (iii) Employees State Insurance Act *
 - (iv) Workmen's Compensation Act, if the ESI Act does not apply *

*Applicable as per respective state

- The Vendor shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.
- The Vendor shall be solely responsible to adhere to all the rules and regulations relating to applicable labour practices and service conditions of its personnel workmen and at no time shall it be the responsibility of AICTE.
- The Vendor shall indemnify AICTE against any liability incurred by AICTE on account of any default by the Vendor or manpower deployed by it.

7.0 Manpower/Resources related terms and conditions

- Services of the IT Manpower shall be sought as per the project need in a staggered manner.

- Selected firm/vendor must take approval from AICTE/ Project Head before the deployment of Manpower.
- The manpower provided by the Vendor shall work as per AICTEs work schedule.
- Neither the Vendor nor its personnel /workmen can be treated as employees of AICTE for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of AICTE. The Vendor or its workmen shall not at any point of time have any claim whatsoever against AICTE.
- If the AICTE so recommends, a deployed resource must be replaced by the Vendor within a period of 2 working days.
- Nonattendance results in a penalty amount double the quoted rates on a pro rata basis.
- It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the Vendor shall be the employees of the Vendor for all intents and purposes and in no case, there shall be a relationship of employer and employee between the AICTE and the said manpower.
The manpower employed by the Vendor shall have no right, whatsoever, for any appointment in the AICTE in temporarily /ad-hoc/daily wages/regular capacity on the basis of their work in the AICTE
- In case any employee of the Vendor so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the Vendor to contest the same at appropriate forum(s).

8.0 Intellectual Property Rights

Subject to the other provisions contained in this Clause, the selected Vendor shall agree that all deliverables created or developed by the Vendor specifically for AICTE, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of AICTE.

9.0 Confidentiality

Except with the prior written consent of AICTE, the Vendor and their Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Vendor and their Personnel make public the recommendation formulated in the course of, or as a result of, the Services. The Personnel shall not share the government data with any agency or individual as per Data Protection act of Government of India.

10. Proposal Submission

The prospective Vendors should take into account any corrigendum published regarding this RFP document before submitting their proposals.

The documents should be scanned in 100 dpi with black and white option.

The following documents should be submitted in PDF format through www.eprocure.gov.in

- 1) Covering letter as per format given in Annexure-A.
- 2) Authority Letter as per format given in Annexure-B

- 3) Undertaking towards Earnest Money Deposit (EMD) as per format given in Annexure-C.
- 4) A copy of Certificate of Incorporation, Partnership Deed/Memorandum and Articles of Association or any other equivalent document showing date and place of incorporation, as applicable.
- 5) Copies and documents in support of eligibility criterion stipulated at Section – II of this document.
- 6) A certificate from a Chartered Accountant certifying annual turnover pertaining to IT /ITES services for the financial years 2020-2021, 2019-2020 and 2018-19.
- 7) A certificate from a Chartered Accountant or a Cost Accountant giving details of manpower on roll.
- 8) The Vendors shall provide PAN, TAN, Sales Tax, GST, EPF registration certificate under their own name. The registration must be in force and shall not expire during the course of - Contract/work.
- 9) Copies of documents in support of other credentials like ISO Certification, awards won, professional membership, etc.
- 10) Other documents necessary in support of eligibility criteria and/ or credentials of the bidding vendor.
- 11) Copy of purchase order or Contract / Completion Certificate/ Satisfactory report from Client, duly attested by Vendor should be enclosed along with the Technical Bid.
- 12) Authorization letter for signing the bid document on behalf of the Vendor.
- 13) Technical Catalogue of services being provided.
- 14) Undertaking that Vendor shall abide by Data Protection Act of Govt. of India, IT Act and its amendments carried out by Govt. of India from time to time.
- 15) Undertaking that Vendor shall comply with all terms, conditions and clauses as mentioned in RFP.

Note: AICTE reserves the right to reject the proposal if any of the above listed document/s is/are not submitted.

(END OF SECTION I)

Section II

1.0 General Terms and Conditions

1.1. Eligibility Criteria

All the prospective Vendors must meet the general minimum eligibility criteria given below.

- The prospective Vendor shall be an Indian entity registered and operating in India under appropriate Laws of India.
- The Vendor should be operating in India for at least 5 years.
- The prospective Vendor should not have incurred loss in last three (03) financial years viz. 2020-21, 2019-20 and 2018-19. Audited copies of balance sheets or a certificate to this effect from a Chartered Accountant must be submitted.
- The prospective Vendor must not be blacklisted or debarred by any Central Govt./State Govt./PSU/Municipal Corporations/other Govt. Bodies, as on date of submission of proposals.
- The Applicant should have an average annual financial turnover of at least Rs. 100 Crores (Rupees Hundred Crores Only) from IT services similar to those as defined in the scope of work mentioned in the tender document in each of the last three financial years (2020-21, 2019-20, and 2018-19).
- **Successfully completed/ in process at least one IT project of 6 Crores each in last 03 years** excluding hardware cost and Including IT professional manpower deployment Services.

Or

- **Successfully completed/ in process at least two IT project of 4 Crores each in last 03 years** excluding hardware cost and Including IT professional manpower deployment Services.

Or

- **Successfully completed/ in process at least three IT projects of 2.4crores each in last 03 years** excluding hardware cost and Including IT professional manpower deployment Services.
- CMMI level 3 or above.
- The prospective Vendor must have successfully completed at least three orders/contracts/development projects in last three years, based on any one or more of the following,
 - Open-Source Technologies (Java, J2EE) or
 - REACT, Node, Devops or
 - Microsoft Technologies/Cloud Computing.
- **The prospective vendor must have the minimum 250 number of manpower of skill sets specified in RFP on their roll** with combination of experience in implementing the cloud solution, System Integration, Virtualization, Security, project management and planning, system architecture, data base administration, server administration, web portal design/development, AI and ML, as stipulated in Annexure: G. A certificate to this effect from Chartered Accountant must be submitted with the proposal.
- For MSME and Startups: RFP clauses shall be applicable as per Government of India Notifications.

Note: The prospective Vendor should provide sufficient documentary evidence to support the eligibility criteria. AICTE reserves the right to reject any proposal not fulfilling the eligibility criteria.

1.2 Period of Contract:

The initial period of contract shall be Three (03) years extendable to 2 years on basis of mutual consent and agreement with approval of Competent authority of AICTE. AICTE reserves the right to extend this period by up to 2 (two) years on same terms and conditions. Under special circumstance, contract can be extended further through mutual consent.

1.3 Earnest Money Deposit (EMD) and Refund

Bidders shall submit, along with their Bids, EMD of INR 12, 00,000/- (Rupees Twelve Lakhs only) in form of Bank Guarantee or Demand Draft (DD) from a Nationalized/Scheduled Bank Drawn in favor of Member Secretary, AICTE payable at NEW DELHI. The validity of the EMD shall be for a period of 180 days from the date of submission of the bid and the validity of the EMD should be extended in the event the last date of submission of the bid is extended.”

- i. The Bidders are required to upload scanned copy of EMD for pre-qualification PART ‘A’ of bid.
- ii. In case bid is submitted without EMD then the Department reserves the right to reject the bid without providing opportunity for any further correspondence to the concerned Bidder.
- iii. EMDs of all unsuccessful bidders will be returned at the earliest after acceptance of tender of first lowest bidder, without interest.
- iv. The EMD of the successful Bidders will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.

v. The EMD may be forfeited:

- If a Bidder withdraws the proposal or increases the quoted prices after opening of the bid and during the period of Bid validity period or its extended period, if any.
- In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization

VI. If bidder wants to avail exemption according to current prevailing orders for exemption as per MSME Guidelines issued by GOI, the bidders shall have to submit related documents for justifying their claim while submitting their bid.

The decision of the AICTE regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances

NOTE: THE EMD CLAUSE REMAINS REDUNDANT IN RESPECT OF THIS RFP IN VIEW OF MOF /GOI OM No F9/4/2020-PPD Dated 12TH Nov 2020.

1.4 Exemptions

If in the view of the vendor any exemption/relaxation is applicable to them from any of the eligibility requirements, under any Rules/Guidelines/Directives of Government of India, vendor may submit their claim for the applicable exemption/relaxation, quoting the valid Rule/Process/Guidelines/Directives. In this case the vendor must submit necessary and sufficient documents along with their proposal, in support of this claim. The decision about granting the exemption/relaxation will be taken by the Technical Committee which is empowered to grant exemption/relaxation.

1.5 Amendments to RFP Document

- At any time prior to the deadline for submission of proposals, AICTE may, for any reason, whether on its own initiative or in response to the clarification request by a prospective Technology & Development Partner, modify the RFP document.
- The amendments to the RFP documents, if any, will be notified by release of corrigendum notice on AICTE website. The amendments/ modifications will be binding on the prospective Technology & Development Partners.
- AICTE at its discretion may extend the deadline for the submission of proposals if it thinks necessary to do so or if the proposal document undergoes changes during the submission period, in order to give prospective Technology & Development Partners time to take into consideration the amendments while preparing their proposals.
- AICTE reserves the right to cancel the said RFP without assigning reasons therefor.

1.6 Preparation of Proposals

- Prospective vendor should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the proposal documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the proposals, they should be supported by present date signatures of the same authorized person signing the proposal documents.
- Prospective Technology & Development Partner shall not be entitled to amend add/delete/correct the clauses mentioned in the entire tender document.

1.7 Technical Presentation

Subsequent to submission of proposals, the eligible vendors may be required to give a detailed technical presentation to the Technical Committee of AICTE. The presentation may cover the following points:

- Company Profile and nature of their activities.
- Knowledge, skills, expertise pertaining to the areas for which proposal is submitted (**primary focus**).
- Achievements, awards won, etc.
- Plan/methodology for rendering the services for which the proposal is submitted.

- Capability and willingness.
- Understanding of the project.
- Any other differentiators.

1.8 Evaluation of Proposals

- The proposals will be evaluated based on eligibility criteria stipulated at **Section – II** to shortlist the eligible vendors.
- AICTE also reserves the right to select the vendor for the respective skill-set/s as stipulated in this document.
- AICTE may take up references from the clients and reserves the right to consider the vendor’s performance elsewhere and any past experience with AICTE.
- The duly constituted Technical Committee shall evaluate the proposals. The committee shall be empowered to take appropriate decisions on deviations, if any.
- The decision of the Technical Committee shall be final.

1.9 PAYMENT PROCESS

- Payment will be made in Indian Rupees only.
- Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this tender document. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other taxes.
- Payments will be made by AICTE on the basis of per month Category-wise fixed rates based on actual Manpower deployed by Vendor from the date of deployment and satisfactory performance and attendance.

- Invoice shall be submitted to

**Member Secretary,
All India Council of Technical Education
Nelson Mandela Marg,
Vasant Kunj, New Delhi-110070**

- Payments for work orders issued for engaging manpower on a man-month basis shall be made at the beginning of the following month based on invoice raised by the vendor and any deduction due to non-availability of man power during the said period including satisfactory performance.

1.10 Award of Contract:

- AICTE may award the contract to any vendor matching the lowest quoted price for the respective skill sets.
- AICTE reserves the right to award the contract for providing manpower on On Site Mode, Offsite Mode and Hybrid/Dual mode
- The number of manpower deployment by the vendor with the necessary skill sets and experience can be increased or decreased by AICTE at its own discretion.

1.11 Financial Offers

The financial offers will be invited from the qualified vendor. Some of the terms and conditions applicable for such financial proposal (but not limited to), will be as follows:

The vendor can submit financial offer for **any one or all** of On-Site Mode, Offsite Mode and Hybrid/Dual mode. The vendor shall quote for the total monthly charges for each skill set.

- a. The contract/agreement shall depend upon the project duration
- b. The successful prospective vendor will be required to submit the performance security in the form of a bank guarantee to a tune of 3 % of the contract/order value.
- c. After opening of commercial bids, a comparison statement will be prepared showing the lowest service charges for the respective domain expertise.
- d. The services providers accepting to provide the services with lowest charges, will be empaneled for the respective skill sets.
- e. The value of individual order/contract would range from several lakh INR to several crore INR depending upon the type of engagement.
- f. The contract may include terms related to penalty for non/short performance.
- g. The contract may include terms related to Change order procedure for variation in scope of services or changes in requirements.
- h. The contract may include terms related to taxes and tax/duty exemptions.
- i. The rate quoted should be as per the format given in **ANNEXURE: G**

1.12 AICTE's Right to Amend/Cancel

- a. AICTE reserves the right to amend the eligibility criteria, scope of supply, technical specifications etc.
- b. AICTE reserves the right to cancel the entire RFP without assigning any reasons thereof.

1.13 Corrupt or Fraudulent Practices

- a. It is expected that the prospective vendor who wish to enroll as vendor should have highest standards of ethics.
- b. AICTE will reject proposal if it encounters that the prospective vendor recommended for award of contract has engaged in corrupt or fraudulent practices while competing for this contract.

1.14 Force Majeure

AICTE may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states/state Vendors, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at Technology & Development Partner's premises or any other act beyond control of the Technology & Development Partner.

1.15 Arbitration

In case any dispute arises between the AICTE and successful vendor with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties

hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed by AICTE.

1.16 Indemnity

Selected vendor may please note that, AICTE shall neither be the Employer of nor shall it be deemed to be the principal employer of any persons to be deployed by the VENDOR towards the service rendered and shall not in any manner be responsible for any act, omission or commissions by the vendor, the manpower deployed for this project or by his employees, in respect of any non-compliance of all or any labour and other laws statutory notifications, relevant rules and regulations applicable to the provision of Provident Fund and ESIC of the persons engaged by the supplier and no claim in the respect shall lie against AICTE. The vendor shall keep indemnified AICTE for any such claim raised by employees of the vendor.

It may be expressly understood that the relationship between the parties hereto is as Principal – to – Principal and the vendor shall not be an agent of AICTE for any purpose whatsoever, and shall not represent or hold himself out as such to any person/s.

1.17 Limitation of Liability

- a. The maximum aggregate liability of selected vendor– except those stipulated at clause 19(b) below, in respect of following cases shall not exceed the total amount of the Contract/ Works Order:
- b. Any claims, losses, costs or damages arising out of or in connection with this RFP, Contract/ Works Order or SoW .
- c. Damage(s) occasioned by vendor for breach of Confidentiality Obligations.
- d. Regulatory or statutory fines imposed by a government or Regulatory vendor for non-compliance of statutory or regulatory guidelines applicable to NeSL, provided such Rules, Regulations etc. were brought to the notice of vendor.
- e. The liabilities- if any with respect to the following shall be at actuals:
- f. Claims that are the subject of indemnification pursuant to infringement by the vendor of third party Intellectual Property Right.
- g. Damage(s) occasioned by the Gross Negligence or Willful Misconduct of the vendor.
- h. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

1.18 Termination

Validity of order/contract will remain till fulfilment of all obligations pertaining to development and successful deployment of software including (but not limited to) the terms and conditions stipulated in the order, for the period stipulated in the Order. AICTE reserves the right to terminate the contract/cancel order with or without cause/reason by giving 60 days' notice to the selected vendor. The selected vendor may terminate the Service Agreement /Order by at least 30 days written notice, in the event of non-payment of undisputed invoices for 60 days from the due date. All amounts which are due and payable to the vendor shall be paid by AICTE in the event of termination of the agreement for any reason whatsoever.

1.19 Assignment

Selected Technology & Development Partner shall not assign, delegate or otherwise deal with any of its rights or obligation under this contract without prior written permission of AICTE.

The prime responsibility towards the successful execution of agreement/contract lies with prospective Technology & Development Partner associating with AICTE. The selected Technology & Development Partner shall not fully or partially sub-let to any other entity without prior approval and written consent of AICTE.

1.20 Severability

If any provision of this contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

1.21 Interpretation of the Clauses in the RFP Document

In case of any ambiguity/dispute in the interpretation of any of the clauses in the RFP document, the interpretation of the clauses by Chairman, AICTE shall be final and binding on all parties.

1.22 Resolution of dispute amicably/through arbitration

The law of the land shall govern this contract. Any dispute between the parties arising in connection with the performance of this contract shall be resolved amicably between the representatives nominated by both the parties through the process of negotiation. In case the dispute is not resolved, then it shall be referred to the Chairman, AICTE and the Chief of the opposite party for settlement.

If the dispute is not resolved, then it shall be referred to the Sole Arbitrator for arbitration proceedings as per the provisions contained in the Indian Arbitration and Conciliation Act, 1996(as amended from time to time and in force at the time when the reference is made). The Sole Arbitrator shall be appointed with the consent of both the parties. The Sole Arbitrator shall be appointed within a period of 60 days from date of receipt of written notice/demand of appointment of arbitrator from either party. The seat and jurisdiction of the arbitration proceedings shall be at New Delhi. The arbitration proceedings shall be in English language. The cost of the arbitration proceedings shall be borne equally by both the parties as per Arbitration rules.

If any dispute remains still unsettled, in that case, the same shall be adjudicated by the Courts of Law at New Delhi.

(END OF SECTION II)

SECTION III

1.0 SCOPE OF SERVICES AND ROLES

The following terms and conditions shall be applicable for vendor and the personnel deployed by them.

1.1 General Terms and conditions:(applicable in case of all modes)

1. The vendor is required to provide the manpower as per the skill sets, qualification and experience etc. requirements provided by AICTE for each project on case-to-case basis in any of the three modes to be mutually decided by Vendor and AICTE.
2. Upon receipt of requirements from AICTE the vendor shall provide the data of available manpower with them against the criteria and AICTE reserves the right to select the required manpower as per their requirement depending upon mode of deployment.
3. Working Timings, holidays of the selected staff will be looked after by AICTE in case of on-site deployment.
4. Leave and related matters of such employees will be looked after by vendor with consent and approval of AICTE
5. Vendor shall maintain and update relevant documentation / records for all manpower. Vendor will act as a pure agent of for handling all Human Manpower (HR) related issues.
6. In all cases, Vendor shall share authentic details of credentials of all shortlisted and selected candidates including their biodata.
7. The manpower selection and deployment (including the short-listing of candidates, written tests, if any, schedule of interviews, selection of manpower and training) shall be completed as per timelines and schedule specified by AICTE
8. Vendor shall also maintain enough of similar manpower on their rolls to enable meeting replacement/substitution as required by AICTE.
- 9. The deployed manpower should bring their own Mobile/Laptop/Desktop with installed necessary software with valid licences.**
10. AICTE also reserves the right to reject any or all the manpower provided, even after deployment, if they do not conform to the required qualifications or performance specifications (i.e. if their performance is not satisfactory) or where the manpower is absent for 3 consecutive working days without any reasonable cause.
11. The decision of AICTE shall be final and binding in the matter.
12. AICTE also reserves the right to terminate the services of any or all the manpower deployed, by giving one-month notice, in which case, a substitute shall be provided by the Vendor.
13. The vendor shall comply with the timelines defined by AICTE respect of any substitution of manpower. For substitutions as well as for any delay in deployment of manpower, penalties shall also be payable by the vendor as per given by AICTE
14. The vendor shall provide digital formats and mechanism to check/record the credentials, attendance, payroll, etc. of each manpower and share the same with AICTE

15. Deployment of the manpower shall not entitle them to any continuity or permanent or temporary employment of any kind with AICTE.
16. The vendor shall undertake to indemnify AICTE against any such claims by the manpower deployed by them.
17. The Vendor should not assign or sublet the selection or deployment to any other vendor.
18. The staff provided by the Vendor should not have any adverse Police records/criminal cases pending against them. The Vendor should make adequate enquires about the character and antecedents of the manpower before recommending for deployment. The Vendor have to furnish proofs of identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, Voter ID card, AADHAR Card to this office along with a certificate to this effect in detail. The Vendor will also ensure that the personnel deployed are medically fit and will keep a record of certificate of their medical fitness. The Vendor shall withdraw such employees immediately who are not found suitable for any reasons by the Head office.
19. The Vendor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities covered under this Agreement to any other vendor or organization by whatever name be called without the prior written consent of the Authority.

23. The requirement may further increase or decrease marginally, during the period of initial contract also and the Vendor should have to provide additional manpower services, if required, on the same terms and conditions from time to time during currency of contract or its extended period.

24. The persons deployed shall be required to report for work at scheduled time as directed by AICTE or any other officer concerned and shall work for minimum 40 hours per week. The Person (deployed), who remains absent from duty on a particular day / comes late to the duty /leaves the duty early without prior permission, and proportionate deduction from the remuneration shall be made accordingly.
25. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by the Competent Authority of AICTE on attending such duty.
26. The person to be deployed by the Vendor shall work under the control of AICTE. He may be assigned to any work decided by the Authority of AICTE as and when required. If any of the manpower deployed by the vendor will disobey to carry out such order of the Authority; his/her service shall be withdrawn immediately and sent back to the Vendor. In such a case the Vendor shall provide a substitute manpower within 3(Three) days.
27. The Vendor shall nominate a coordinator who shall be responsible for regular liaison with AICTE to look into the affairs of the person deployed.

28. AICTE, shall in no way be responsible for settlement of any claims pertaining to damages, losses, financial or other injury claims to any person deployed by vendor in the course of their performing the functions/duties, or for payment towards any compensation.
29. The selected vendor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to AICTE & income Tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
30. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Vendor shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
31. The person deployed shall not claim any benefit or compensation or absorption or regularization of their deployment with this office under the provision of rules and Acts. An undertaking from the person deployed to this effect shall be submitted by the Vendor
32. The Vendor shall provide a substitute well in advance against the manpower who would leave the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Vendor. The Vendor shall be responsible for depositing the contribution of both the share of employee and employer towards Provident Fund and Employees State Insurance, wherever applicable for the manpower deployed in AICTE.
33. The manpower should be polite, cordial and efficient while performing their work. Their actions should promote good will and to enhance the image of the AICTE. The Vendor shall be responsible for any act of indiscipline on the part of the persons deployed.

1.2 Specific Conditions applicable for the engagement of Manpower:

1. For all models (Onsite/Off site/Hybrid Model of manpower engagement), the entire financial liability towards persons deployed in AICTE shall be of the Vendor and AICTE shall not be liable. It will be the responsibility of the Vendor to pay to the person deployed a sum not less than the consolidated remuneration as will be fixed by the AICTE.
2. The Vendor shall be the “employer” of the persons deployed by him at AICTE and shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The persons deployed by the Vendor shall not have any claim whatsoever like employer and employee relationship with the AICTE
3. In case AICTE has to make any compensation/payment to any person deployed by the Vendor, the Vendor shall reimburse such amount and all the expenses incurred by AICTE in defending the case filed against regard to AICTE.
4. The manpower deployed by the Vendor on ALL MODELS (Onsite/Off site/Hybrid Model of manpower engagement) for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad- hoc regular/confirmed employees of AICTE, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Vendor shall not right of absorption in any capacity in AICTE. The

Vendor should require to provide the services in terms of man months as stipulated in SoW. After the completion of an activity/module, the manpower deployed for that activity/module should be taken back by the vendor or re-deployed for another activity/module, as required. The scope of services to be provided by the vendor may also cover IT services for maintenance and support of the existing software/application, design, development, installation, integration and configuration of additional features communicate the above to all the manpower deployed in AICTE by the Vendor on ALL MODELS (Onsite/Off site/Hybrid Model of manpower engagement).

2 Details of required skill set areas and Indicative Roles:

S.No	ROLE	MINIMUM REQUIRED QUALIFICATION & EXPERIENCE (Certification on area of expertise for each role is desirable)
1	Project Manager	<ul style="list-style-type: none"> • B Tech/ B.E. / MCA /MSc/MBA
		<ul style="list-style-type: none"> • Minimum 10 years' experience in IT/ software development/ IT System projects
		<ul style="list-style-type: none"> • Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.
		<ul style="list-style-type: none"> • Exposure to Government Projects preferred. • Certified PMP, PRINCE 2 or equivalent.
2	Solution Architect – Enterprise Applications	B Tech/ B.E./MCA /MSc/ MTech/MS
		Minimum 12 years' experience in IT/ software development/ IT System Projects Minimum of 6 years' experience as an Architect for IT Implementation Projects.
		Proven experience in Enterprise Architecture definition and validation considering all requirements and constraints; Provide architectural blueprints and documentation of requirements using industry standard platforms; Experience in big data projects in the public sector is desirable; Hands on knowledge of databases, Microservices, full stack web-application development and their integration with platform applications like AD, LDAP, certificate services, email etc; Specific competencies required in building applications using ELK stack, Neo4J graph databases, PostgreSQL, Apache Kafka, Java, Python, JavaScript. Industry certifications on the specified platforms will be a plus; Broad knowledge and understanding of IT concepts and architectures, coupled with practical knowledge of problem management and the principles and processes of implementing and delivering IT services.
		<ul style="list-style-type: none"> • TOGAF® or similar certification
3	Business Analyst	<ul style="list-style-type: none"> • Minimum B.E. / B. Tech / MCA/MBA for all Business analysts
		<ul style="list-style-type: none"> • 5+years' experience: Minimum 5 years' experience in monitoring of IT/e-Governance projects with Minimum of 2 years' experience in same role (i.e. Business Analyst).

		<ul style="list-style-type: none"> · 3-5 years' experience: Minimum 3 years' experience in monitoring of IT/e-Governance projects with Minimum of 2 years' experience in same role (i.e. Business Analyst).
		<ul style="list-style-type: none"> · Experience in requirement gathering and process study/designing is also required
4	Data Analyst	<p>5-9 yrs of experience: Bachelor's degree from an accredited university or college in computer science.</p> <ul style="list-style-type: none"> • Work experience as a data analyst or in a related field. • Ability to work with stakeholders to assess potential risks. • Ability to analyze existing tools and databases and provide software solution recommendations. • Ability to translate business requirements into non-technical, lay terms. • High-level experience in methodologies and processes for managing large-scale databases. • Demonstrated experience in handling large data sets and relational databases. • Understanding of addressing and metadata standards. • High-level written and verbal communication skills
5	Data Scientist	<p>Minimum 5 years experience: Degree in Computer Programming, Computer Science, or a related field from a reputed institute Work experience as a Data Scientist or in a related field. Machine Learning, Python, Data Science, Stakeholder Management and Operations Research</p> <p>strong in-depth understanding of 'data to insights' processes and methods Solid experience in Dashboard using PowerBI or any other visualization tool Experience in building relational data-marts on SQL server/Oracle Experience in Azure data bricks and Azure cognitive services would be a plus Broad experience with various modeling algorithms, data mining tools, data analysis tools, and statistical packages</p>
6	Cloud Data Engineer	<p>Minimum 3 years: Degree in Computer Programming, Computer Science, or a related field from a reputed institute 3+ Years experience with SQL queries, ETL, Data warehouse, relation databases Exposure with any public cloud platform like AWS, AZURE, GCP is good to have</p>

		<p>Experience with Big Data on GCP - BigQuery, Pub/Sub, Dataproc, Dataflow. .</p> <p>Best design, deploy, and optimize FM cloud network infrastructure for high availability, reliability, performance, and scale. .</p> <p>Extensive Experience working with container technology such as Kubernetes, version control systems (Git/BitBucket), build management.</p> <p>Proficient in a modern scripting language for Infrastructure automation.</p>
7	Integration Architect	<p>6-8 years of experience: Degree in Computer Programming, Computer Science, or a related field from a reputed institute. Post-graduate education desired.</p> <p>Designs the integration strategy endpoints and data flow to align technology with business strategy and goals. Understands the entire project life-cycle, including requirements analysis, coding, testing, deployment, and operations to ensure successful integration.</p> <p>Participate in technical discussion during sprint planning/ grooming. Review source code of engineers and propose good feedback. Experience in system design and good knowledge in Typescript</p> <p>Authentication and Authorization Knowledge Oath 20</p> <p>Dependency Injection.</p>
		<ul style="list-style-type: none"> • Reacts and Redux 4 RMS and in memory DBS • Docker and Kubernetes • CI/CD experience • Experience in system design and good knowledge in Typescript
8	UI/UX Designer	<ul style="list-style-type: none"> · Minimum BE/ B.tech/BCA/BFA/B. Arch/B. Design/PG diploma in Web Design · Minimum 5 years' experience in designing for IT/ software development / IT System projects /Website Development / Mobile Application Development. · Minimum of 2 years' relevant experience in Software Applications / Web / Mobile UI-UX design and development. · Exposure to Government Web designing preferred
	Senior Developer	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA <p>In-depth knowledge of JavaScript and React concepts, excellent front-end coding skills, and a good understanding of progressive web applications</p>

9		<ul style="list-style-type: none"> · 5+ Years' experience: 5+years' experience Minimum 5 years' experience in IT/ software development / IT System projects / Website Development /Mobile Application Development with Minimum of 2 years' experience in Website and Mobile Application development for IT Projects.
10	Developer	<p>Minimum B.E. / B. Tech / MCA</p> <p>In-depth knowledge of JavaScript and React concepts, excellent front-end coding skills, and a good understanding of progressive web applications</p> <ul style="list-style-type: none"> · 3-5 Years' experience: 3-5 years' experience Minimum 3 years' experience in IT/software development / IT System projects / Website Development /Mobile Application Development with Minimum of 2 years' experience in Website and Mobile Application development for IT Projects.
11	Mobile Application Developer	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA · 5+ Years' experience: Minimum 5 years' experience in IT/ software development/ IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Mobile Application Development).. · 3-5 Years' experience: Minimum 3 years' experience in IT/ software development/ IT System projects / Website Development / Mobile Application Development with minimum of 2 years' experience of same role. (i.e. Mobile Application Development)..
12	Cloud architect	<p>7 + years in Cloud architectural or engineering experience: Minimum B.E. / B. Tech / MCA</p> <p>Cloud Architect in 1 cloud platform (Azure, ,AWS or GCP), Kubernetes, Architecture, Networking</p> <p>Extensive architecture knowledge on public & private platforms</p> <p>Ensure that all designs are aligned with the organization's security policies and hosting standards and that designs are reviewed properly.</p>
13	Security Expert	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA · Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development. · Minimum of 2 years' experience in same role (i.e. Security Expert). · Exposure to BS 15000 process /ISO 27001/ BS 7799/ISO 20000/ ITIL or ITIL certified.
14	Tester	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA for all testers

		<ul style="list-style-type: none"> · 5+years' experience: Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Tester). · 3-5 years' experience: Minimum 3 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Tester).
15	BPM Architect	<p>Degree in Computer Programming, Computer Science, or a related field from a reputed institute. Post-graduate education desired.</p> <p>12+ years professional software development experience, with 5+ years as Architect or Principal Engineer with ability to architect & design large scale enterprise class platforms & Software-as-a-service on cloud.</p> <p>Application Development Proficient in programming as per the user story and delivers the module prescribed in the requirement. He is hand on with technical skills necessary for delivering the module. This includes design patterns, application frameworks, UI concepts and intermediate level of database programming in any one platform. Translate design to code and ability to perform the unit tests on developed modules</p> <p>Good knowledge on React js, bootstarp, es6 Good knowledge of GIT, JIRA and jenkins</p>
16	Documentation on Expert	<p>CONTENT WRITER</p> <ul style="list-style-type: none"> · Minimum Graduation / Post Graduation in English / Hindi/ any other Indian language , PG Diploma in Mass Communications from Government recognized universities / institutes. · Minimum of 3 years' experience in content writing for Websites & / or Web Portals. <p>TECHNICAL WRITER</p> <ul style="list-style-type: none"> · Minimum B.E. / B. Tech with excellent technical writing skills. · Minimum of 3 years' experience in same role (i.e. Technical Writer).
17	Training and Change Management Expert	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA/MBA · Minimum 5 years' experience in training / change management. · Minimum of 2 years' experience in delivery of User Training Programs through Training and Change Management.

3 Obligations of the Vendor

3.3 Standard of Performance: The manpower provided by Vendor shall perform the Services and carry out their obligations here under with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The service provider shall always act, in respect of any matter relating to this Empanelment or to the Services, as faithful advisers to AICTE, and shall at all times support and safeguard AICTE's legitimate interests in any dealings with third Parties.

3.4 Prohibition of Conflicting Activities: The manpower provided by Vendor shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Empanelment.

- i. The manpower provided by Vendor shall keep safe, secure, confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Vendor for the discharge of services.
- ii. The manpower provided Vendor shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from AICTE, other than that required for discharge of services.
- iii. The manpower provided Vendor shall not give access to the information or data collected and received from AICTE in the course of discharge of services, to any pers who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the AICTE.

3.5 General Confidentiality: Except with the prior written consent of AICTE, the Vendor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from AICTE in the course of the Services, nor shall the Vendor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.6 Sub- contracting: The Vendor shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this Empanelment without the prior written approval of AICTE.

3.7 Reporting Obligations: As per terms and conditions mutually agreed at the time of award of work.

3.8 Rights of Use: All rights of use of any process, product, service, or data developed, generated, or collected, received from AICTE or any other task performed by the manpower deployed by Vendor under the execution of projects awarded under this Empanelment, would lie exclusively with AICTE or its nominated Vendors in perpetuity free from all liens, encumbrances, and other third party rights and the manpower deployed by Vendor shall, wherever required, take all steps that may be necessary to

ensure the transfer of such rights in favor of AICTE or its nominated Vendors.

3.9 Safety & Security of Data, Premises, Location/site

The data, information, documents provided by the AICTE to the manpower deployed by Vendor is the property of AICTE. The manpower deployed by Vendor shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.

The manpower deployed by Vendor shall not use the information, the name or the logo of AICTE and or Government of India without authorization of AICTE.

The manpower deployed by Vendor shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the AICTE, without prior written permission from the AICTE.

The Vendor shall follow the Security Guidelines issued by AICTE.

The Vendor would be governed by the provisions of the Law of the Land, including but not limited to the IT Act and other relevant Acts.

AICTE reserves the right to carry out third party Audits of the Vendor to ensure compliance of stated and implicit requirements.

The rogue behavior of the employees of Vendor shall fall under the 'Unlimited liability' to the Vendor.

3.10 Equipment or Materials Provided by the Vendor: Equipment or materials brought by the vendor and the Personnel and used either for the Project or personal use shall remain the property of the vendor or the Personnel concerned, as applicable. However, Equipment or materials bought/provided by AICTE for the use of vendor shall remain the property of AICTE.

3.11 Intellectual Property Rights (IPR): AICTE/its client shall own the IP Rights of the software solution developed by vendor except the pre-existing IP.

3.12 Assignment: The vendor shall not assign, in whole or in part, any of their obligations under this Empanelment without prior approval of AICTE.

3.13 Development Sites

- i. Development work can be carried out at AICTE premises or at AICTE's client site.
- ii. Based on the mutually agreed terms for specific work orders, the vendor may have to undertake travel of key manpower to the project site for a specific phase of project as per the requirement of the project.
- iii. In case the development work is required to be carried out at vendor premises the required infrastructure will be provided by vendor. AICTE personnel may be contacted over telephone, VC, messenger etc. During development phase, visits by AICTE and vendor's personnel to each other's premises may be arranged whenever required.

4.0 Evaluation Criteria for as per RFP

4.1 Pre-Qualification Criteria

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Remarks
1.	The prospective Vendor shall be an Indian entity registered and operating in India under appropriate Laws of India.	Undertaking/proof	
2.	The prospective Vendor should not have incurred loss in last three (03) financial years viz. 2020-21, 2019-20 and 2018-19	Yes/ No	
3.	Audited copies of balance sheets or a certificate to this effect from a Chartered Accountant must be submitted.	Yes/ No	
4.	The prospective Vendor must not be blacklisted or debarred by any Central Govt./State Govt./PSU/Municipal Corporations/other Govt. Bodies, as on date of submission of proposals.	Yes/ No	
5.	The bidder must be a CMMI level 3 company	Yes/ No(Copy of the certificates to be produced/uploaded)	
6.	The prospective Vendor must have successfully completed at least three orders/contracts/development projects in last three years, based on any one or more of the following, a. Open-Source Technologies (Java, J2EE) or b. REACT, Node, Devops or c. Microsoft Technologies/Cloud Computing.		

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Remarks
7.	Turnover of the bidder should be more than Rs. 100 Crore for each year for past 3 Years (financial year 2018-19, 2019-20, 2020-21)	Yes/ No(Copy of the Audited statements of A/c to be produced/uploaded)	
8.	The prospective vendor must have the minimum 250 number of manpower of related skill sets on their roll A certificate to this effect from Chartered Accountant or a Cost Accountant must be submitted with the proposal.	Yes/ No(Copy of proof)	
9.	The Vendor should be operating in India for at least 5 years.	Yes/No (Documentary proof to be enclosed)	
10.	Copy of purchase order or Contract / Completion Certificate/ Satisfactory report from Client, duly attested by Vendor should be enclosed along with the Technical Bid	Yes/No	
11.	The Vendors shall provide PAN, TAN, Sales Tax, GST, EPF registration certificate under their own name. The registration must be in force and shall not expire during the course of - Contract/work.	Yes/No (Documentary proof to be enclosed)	
12.	Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership & Deed, Registration Certificate issued by the Registrar of Firms, MSME etc.	Yes/No (Documentary proof to be enclosed)	
13.	Authorization letter for signing the bid document on behalf of the Vendor.	Yes/No	

For MSME and Startups: RFP clauses shall be applicable as per Government of India Notifications.

4.1 Technical Evaluation Criteria

Sr. No.	Technical Qualification Criteria	Break up of Parameters	Weightage/ Score	Max. Score	Remarks
1	Average Annual Financial Turnover	Rs. 100- 300 Cr	4	15	Documentary evidence required
		> Rs. 300< =500 Cr	8		
		> Rs. 500<=1000 Cr	12		
		Greater than 1000 Cr	15		
2	Past Experience of the Bidder- in executing similar projects in Govt/Education sector as per RFP	2 to 5 projects	3	10	Documentary evidence required
		5 to 10 projects	7		
		Greater than 10 projects	10		
3	ISO certifications	ISO 9001:2015 & CMMi level 3	3	10	Documentary evidence required
		ISO 9001:2018 & CMMi level 4/5	7		
		ISO 9001:2018 & ISO 27001 & CMMi level 4/5	10		
4	No. of Technical manpower on Roll as per Qualifications and Experience mentioned in RFP	250 to 500	3	10	Documentary evidence required
		>500 <=750	5		
		>750 <=1000	7		
		Greater than 1000	10		
5	Experience of Handing Large projects at National Level in the last financial year. (Including IT professional manpower deployment Services for central/state government.)	2 to 3 projects of Project value Rs. 2.4 Crore each	5	10	Documentary evidence required
		2 to 3 projects of Project value Rs. 5 Crore each	7		
		Greater than 3 projects of project value Rs. 5 Crore each	10		
6	Technical Presentation: Understanding of Project		30	30	
7	Project Experience of National level in emerging areas like AI/ML/Big Data Analytics, Block Chain Technologies, BI tools etc. Demo during Technical Presentation.	2 to 5 projects	5	15	
		5 to 10 projects	10		
		Greater than 10 projects	15		

Note:

- **Technical Evaluation Shall be based on Marks given by Technical Expert Committee (TEC) duly constituted by the Competent Authority of AICTE. The decision of TEC shall be final and binding on all participating bidders.**
- **Total Marks shall be calculated based on Marks Obtained in Technical Bid (70% Weightage) and financial Bid (30% Weightage).**
- **Evaluation of Financial Bid shall be based on L1-to be arrived as Overall cost-basis and not based on Individual Items/Services.**
- **For MSME and Startups: RFP clauses shall be applicable as per Government of India Notifications.**

ANNEXURE-A: COVERING LETTER

(To be submitted in original on letterhead of vendor)

Date:

To
Member Secretary,
All India Council of Technical Education
Nelson Mandela Marg,
Vasant Kunj, New Delhi-110070

Subject: Submission of RFP for Empanelment of vendors for System Study, Design, Development, Implementation and Maintenance of Websites, Web Portals, Web Enabled Applications and Mobile Apps.

We hereby submit our proposal in response to the invitation for Expression of Interest (RFP) No. AICTE/RFP/IT-Manpower published on _____ for the above purpose.

We would like to express our interest for empanelment as vendor. Please find enclosed herewith the below listed documents, as required.

1. Authority Letter (Annexure – B)
2. Undertaking towards EMD (Annexure - C)
4. Experience of Organization (Annexure - D)
3. Details of the skilled manpower on our roll (Annexure - E)

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

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our proposal valid for 90 days as stipulated in the RFP document.

We also undertake that we are not blacklisted or debarred from bidding process, by any Educational/R&D /Govt. Organization, as on date of submission of the bids and that there have been no regulatory actions initiated /pending against us as on the date of release of RFP.

We agree that the IPR of the technology developed will vest with AICTE perpetually. We understand you are not bound to accept any bid you receive.

Sincerely Yours,

Signature of the Competent Authority (with date)

(full name)

(designation)/Stamp

ANNEXURE-B: AUTHORITY LETTER

(To be submitted in original on letterhead of vendor)

Date:

To:

Member Secretary,
All India Council of Technical Education
Nelson Mandela Marg,
Vasant Kunj, New Delhi-110070

Subject: Authority Letter

Reference: RFP document no. AICTE/RFP/IT-Manpower dated _____,

Dear Sir,

We, M/s _____ (Name of the prospective Vendor) having registered office at _____ (address) herewith submit our proposal against the said RFP document.

Mr./Ms. _____ (Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the proposal documents on our behalf against said RFP.

Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us.

For M/s _____ (Name of the prospective Vendor)

Signature and company seal

Name

Designation

Email

Mobile No.

ANNEXURE-C: Undertaking Towards EMD

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMO
(On Bidders Letter head)**

I / We, the authorized signatory of M/s , participating in the subject tender No for the item / job of , do hereby declare :

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Mangalore Refinery and Petrochemicals Limited for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory

Company Name

Annexure-D: Organization Details

Sr. No.	Information Heading	Details
1	Name of the Organization	
2	Name, designation, e-mail and mobile number of contact Person	
3	Address of Head Office/Registered Office	
4	Details of Branch offices, Regional Offices, if any	
5	Total number of employees on roll	
6	Nature of Business – like manufacturer, trader, service provider, IT Support Professionals etc.	
7	Details of products, technologies or services you are presently dealing with	
8	List of Esteemed Clients (please attach a list)	
9	Organizational Chart (please attach separate document)	
10	Organizational Certifications and Accreditations	
11	Any other information	

For M/s _____ (Name of the vendor)

Signature and company seal

Name

Designation

Email

Mobile No.

Annexure-E

DECLARATION REGARDING BLACKLISING/NON-Blacklisting

I/ We Proprietor/ Partner (s) / Director(s) of M/shereby declare that the firm/Company namely M/s. _____ has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I/ We proprietor / Partner (s) / Director(s) of M/S hereby declare that the firm/Company namely M/s. _____ was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of Year w.e.f..... The period over onand now the firm /company is entitled to take part in Government tender. In case the above information found false I/we are fully aware that the tender/ contract will be rejected / cancelled by All India Council for Technical Education, New Delhi shall be forfeited. In addition to the above All India Council for Technical Education, New Delhi will not be responsible to pay the bills for any completed /partially completed work.

Signature:
Name:
Capacity in which as signed:

Seal of the firm should be affixed

Name & address of the firm:
.....

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

ANNEXURE-F: FINANCIAL CAPABILITY OF BIDDER

[On the letter head of the Bidder]

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
A	2018-2019	
B	2019-2020	
C	2020-2021	

[Extra rows may be added, if required]

*Audited Balance sheet and profit & Loss account statement of the Bidder for each of the above-mentioned financial year shall submit as supporting evidence.

1. Please affix the signature of the authorized signatory of the Bidder with name, designation, seal and date here.

2. Please affix the signature of the authorized signatory of the statutory auditor of the Bidder with name, designation, seal and date here.

Note: It related activities/ services should mean projects involving development of software, end to end Integrated It Software Implementation, system integration, supply of hardware, provisioning hosting & maintenance services, providing networking support, providing operational and maintenance services for integrated It software and It infrastructure.

Authorized Signatory

(Signature in full): _____

Authorized Signature of Statutory Auditor: _____

Name and title of Signatory: _____

Stamp of the Company: _____

Stamp of the firm _____

ANNEXURE-G: QUALIFIED MANPOWER ON THE ROLL OF VENDOR

The prospective vendor must submit the certificate from a Chartered Accountant OR a Cost Accountant towards the number of manpower with below listed Minimum Qualification & Experience, on the rolls of vendor, as on date of submission of proposal. Services of the IT Manpower shall be sought as per the project need in a staggered manner. GST as applicable on the bill shall be paid by AICTE. Selected firm/vendor must take approval from AICTE/ Project Head before deployment of Manpower.

S.No	ROLE	MINIMUM REQUIRED QUALIFICATION & EXPERIENCE	Member Required	Unit cost per month excluding GST
1	Project Manager	<ul style="list-style-type: none"> • B Tech/ B.E. / MCA /MSc/MBA • Minimum 10 years' experience in IT/ software development/ IT System projects • Minimum of 2 years' experience as a Project Manager for IT Implementation Projects. • Exposure to Government Projects preferred. • Certified PMP, PRINCE 2 or equivalent. 	1	
2	Solution Architect – Enterprise Applications	<p>B Tech/ B.E./MCA /MSc/ M-Tech/MS</p> <p>Minimum 12 years' experience in IT/ software development/ IT System Projects</p> <p>Minimum of 6 years' experience as an Architect for IT Implementation Projects.</p>	1	

		<p>Proven experience in Enterprise Architecture definition and validation considering all requirements and constraints; Provide architectural blueprints and documentation of requirements using industry standard platforms; Experience in big data projects in the public sector is desirable; Hands on knowledge of databases, Micro services, full stack web-application development and their integration with platform applications like AD, LDAP, certificate services, email etc.; Specific competencies required in building applications using ELK stack, Neo4J graph databases, PostgreSQL, Apache Kafka, Java, Python, JavaScript. Industry certifications on the specified platforms will be a plus; Broad knowledge and understanding of IT concepts and architectures, coupled with practical knowledge of problem management and the principles and processes of implementing and delivering IT services.</p> <ul style="list-style-type: none"> · TOGAF® or similar certification 		
3	Business Analyst	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA/MBA for all Business analysts · 5+years' experience: Minimum 5 years' experience in monitoring of IT/e-Governance projects with Minimum of 2 years' experience in same role (i.e. Business Analyst). · 3-5 years' experience: Minimum 3 years' experience in monitoring of IT/e-Governance projects with Minimum of 2 years' experience in same role (i.e. Business Analyst). 	1	

		<ul style="list-style-type: none"> Experience in requirement gathering and process study/designing is also required 		
4	Data Analyst	<p>5-9 yrs of experience: Bachelor’s degree from an accredited university or college in computer science.</p> <ul style="list-style-type: none"> Work experience as a data analyst or in a related field. Ability to work with stakeholders to assess potential risks. Ability to analyze existing tools and databases and provide software solution recommendations. Ability to translate business requirements into non-technical, lay terms. High-level experience in methodologies and processes for managing large-scale databases. Demonstrated experience in handling large data sets and relational databases. Understanding of addressing and metadata standards. High-level written and verbal communication skills 	2	
5	Data Scientist	<p>Minimum 5 years’ experience: Degree in Computer Programming, Computer Science, or a related field from a reputed institute</p> <p>Work experience as a Data Scientist or in a related field.</p> <p>Machine Learning, Python, Data Science, Stakeholder Management and Operations Research</p>	1	

		<p>strong in-depth understanding of ‘data to insights’ processes and methods</p> <p>Solid experience in Dash boarding using PowerBI or any other visualization tool</p> <p>Experience in building relational data-marts on SQL server/Oracle</p> <p>Experience in Azure data bricks and Azure cognitive services would be a plus</p> <p>Broad experience with various modeling algorithms, data mining tools, data analysis tools, and statistical packages</p>		
6	Cloud Data Engineer	<p>Minimum 3 years: Degree in Computer Programming, Computer Science, or a related field from a reputed institute</p> <p>3+ Years’ experience with SQL queries, ETL, Data warehouse, relation databases</p> <p>Exposure with any public cloud platform like AWS, AZURE, GCP is good to have</p> <p>Experience with Big Data on GCP - BigQuery, Pub/Sub, Dataproc, Dataflow. .</p> <p>Best design, deploy, and optimize FM cloud network infrastructure for high availability, reliability, performance, and scale. .</p> <p>Extensive Experience working with container technology such as Kubernetes, version control systems (Git/BitBucket), build management.</p> <p>Proficient in a modern scripting language for Infrastructure automation.</p>	1	

7	Integration Architect	<p>6-8 years of experience: Degree in Computer Programming, Computer Science, or a related field from a reputed institute. Post-graduate education desired. Designs the integration strategy endpoints and data flow to align technology with business strategy and goals. Understands the entire project life-cycle, including requirements analysis, coding, testing, deployment, and operations to ensure successful integration.</p> <p>Participate in technical discussion during sprint planning/ grooming. Review source code of engineers and propose good feedback. Experience in system design and good knowledge in Typescript Authentication and Authorization Knowledge Oath 20 Dependency Injection.</p> <ul style="list-style-type: none"> • Reacts and Redux 4 RMS and in memory DBS • Docker and Kubernetes • CI/CD experience • Experience in system design and good knowledge in Typescript 	1	
8	UI/UX Designer	<ul style="list-style-type: none"> • Minimum BE/ B.Tech/BCA/BFA/B. Arch/B. Design/PG diploma in Web Design • Minimum 5 years' experience in designing for IT/ software development / IT System projects /Website Development / Mobile Application Development. • Minimum of 2 years' relevant experience in Software Applications / Web / Mobile UI-UX design and development. • Exposure to Government Web designing preferred 	2 1	
		<ul style="list-style-type: none"> • Minimum B.E. / B. Tech / MCA 		

9	Senior Developer	<ul style="list-style-type: none"> · 5+ Years' experience: 5+years' experience Minimum 5 years' experience in IT/ software development / IT System projects / Website Development /Mobile Application Development with Minimum of 2 years' experience in Website and Mobile Application development for IT Projects. 	2	
10	Developer	<ul style="list-style-type: none"> · 3-5 Years' experience: 3-5 years' experience Minimum 3 years' experience in IT/software development / IT System projects / Website Development /Mobile Application Development with Minimum of 2 years' experience in Website and Mobile Application development for IT Projects. 	4	
11	Mobile Application Developer	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA · 5+ Years' experience: Minimum 5 years' experience in IT/ software development/ IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Mobile Application Development).. · 3-5 Years' experience: Minimum 3 years' experience in IT/ software development/ IT System projects / Website Development / Mobile Application Development with minimum of 2 years' experience of same role. (i.e. Mobile Application Development).. 	1	
12	Cloud architect	7 + years in Cloud architectural or engineering experience: Minimum B.E. / B. Tech / MCA	1	

		<p>Cloud Architect in 1 cloud platform (Azure, ,AWS or GCP), Kubernetes, Architecture, Networking</p> <p>Extensive architecture knowledge on public & private platforms</p> <p>Ensure that all designs are aligned with the organization's security policies and hosting standards</p> <p>and that designs are reviewed properly.</p>		
13	Security Expert	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA · Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development. · Minimum of 2 years' experience in same role (i.e. Security Expert). · Exposure to BS 15000 process /ISO 27001/ BS 7799/ISO 20000/ ITIL or ITIL certified. 	1	
14	Tester	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA for all testers · 5+years' experience: Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Tester). · 3-5 years' experience: Minimum 3 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development with Minimum of 2 years' experience in same role (i.e. Tester). 	2	

15	BPM Architect	<p>Degree in Computer Programming, Computer Science, or a related field from a reputed institute. Post-graduate education desired.</p> <p>12+ years professional software development experience, with 5+ years as Architect or Principal Engineer with ability to architect & design large scale enterprise class platforms & Software-as-a-service on cloud.</p> <p>Application Development Proficient in programming as per the user story and delivers the module prescribed in the requirement. He is hand on with technical skills necessary for delivering the module. This includes design patterns, application frameworks, UI concepts and intermediate level of database programming in any one platform. Translate design to code and ability to perform the unit tests on developed modules</p> <p>Good knowledge on React js, bootstarp, es6 Good knowledge of GIT, JIRA and jenkins</p>	1	
16	Documentation on Expert	<p>CONTENT WRITER</p> <ul style="list-style-type: none"> · Minimum Graduation / Post Graduation in English / Hindi/ any other Indian language , PG Diploma in Mass Communications from Government recognized universities / institutes. · Minimum of 3 years' experience in content writing for Websites & / or Web Portals. <p>TECHNICAL WRITER</p> <ul style="list-style-type: none"> · Minimum B.E. / B. Tech with excellent technical writing skills. · Minimum of 3 years' experience in same role (i.e. Technical Writer). 	1	

17	Training and Change Management Expert	<ul style="list-style-type: none"> · Minimum B.E. / B. Tech / MCA/MBA · Minimum 5 years' experience in training / change management. · Minimum of 2 years' experience in delivery of User Training Programs through Training and Change Management. 	1	
----	--	--	---	--