

**GOVERNMENT OF ORISSA
DEPARTMENT OF HIGHER EDUCATION**

INVITATION OF BIDS

Sealed Bids are invited from eligible and reputed software companies for supply and installation of **Multimedia English Language Laboratory (MELL)** in 30 (thirty) Colleges under the administrative control of Higher Education Department located in the district headquarters of the State. The details of the Bid documents, terms and conditions and other relevant information will be available in the Department website i.e. www.dheorissa.in from 26.02.2010 to 12.03.2010. BIDS in sealed cover are required to be submitted to the Director, Higher Education, Heads of the Department Building, Bhubaneswar on or before at 12 Noon on 12.03.2010 to be opened on the same day at 4.00 P.M. in the office of the Director, Higher Education in presence of Bidders who may want to join.

The Director, Higher Education reserves the right to cancel, withdraw, modify fully or partially the "invitation of Bids" or to reject one or more of the Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such decision. Queries in this regard may be met to Dr. Rajat Kumar Mohapatra, Deputy Director (GCB), Directorate of Higher Education, Bhubaneswar during the office hour (0674-2323193).

SLO-cum-Deputy Secretary



REQUEST FOR PROPOSAL

[Directorate of Higher Education]

LANGUAGE LAB SOFTWARE PLATFORM & ENGLISH LANGUAGE LAB CONTENT

Enquiry No :

**Directorate of Higher Education (DHE)
Government of Orissa**

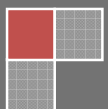


Table of Contents

1	CHECKLIST	5
1.1	General Bid.....	5
1.2	Technical Bid	6
1.3	Commercial Bid	7
2	INVITATION OF BIDS	9
2.1	Introduction	9
2.2	Mission and values	9
2.3	Objectives	9
2.2	About The Bid Documents	9
2.3	Schedule Of The Tender Process.....	9
2.4	Amendment Of Invitation	10
3	PREQUALIFICATION FOR GENERAL BID	12
4	SCOPE OF WORK.....	14
4.1	Multimedia English Language Labs	14
4.2	Requirements.....	14
4.2.1	Mandatory technical requirements	14
4.3	Application functionality	14
4.3.1	Student Administration	15
	• Add audio exercises	15
4.3.2	Conduct class	15
4.3.3	Client side	17
4.3.4	The course material should be inline to:	17
4.3.5	Complete course should be facilitated with AUDIO PLAYBACK facility with minimum three accents i.e. Indian, British, American	18
4.3.6	Specific Features.....	18
4.4	Installation.....	20
4.5	Training.....	20
5	INSTRUCTION TO BIDDERS	23
5.1	Cost Of Bidding	23
5.2	EMD	23
5.3	Time Schedule For Work	23
5.4	General Information	23
5.5	Disqualification Or Rejection Of Tender	24
5.6	Forfeiture Of EMD.....	24
5.7	Compensation For Termination Of Contract.....	25
5.8	Documents To Be Furnished With General Bid.....	25
5.9	Documents To Be Furnished With Technical Bid	25
5.10	Commercial Bid	25
5.11	Evaluation & Selection Criteria	25
5.12	Contractual requirements.....	26
5.13	Amendment of Bids	27
5.14	Language of Bid & Correspondence	28
5.15	Bid Currencies.....	28
5.16	Period Of validity Of Bids	28
5.17	Sealing And Marking Of Bids	28
5.18	Enquiries/Forwarding of bids	28
5.19	Deadline For Submission of Bids	28
5.20	Late Bids.....	28
5.21	Modification & Withdrawal Of Bids	28
5.22	Supplier and support structure	29
5.22.1	User Base	29
5.22.2	Supplier viability	29
5.22.3	User support	29
5.23	Product release history.....	29
6	TERMS & CONDITIONS.....	31
6.9	Modifications.....	32
6.10	Inspection/checking/testing.....	Error! Bookmark not defined.
6.11	Packing and Marking:	Error! Bookmark not defined.
6.12	Dispatch of Materials:	Error! Bookmark not defined.
6.13	Demurrage/Wharfage:	Error! Bookmark not defined.
6.14	Jurisdiction:	32

Enquiry No:

6.15	Validity of offers:	32
6.16	DELIVERY & WARRANTY	32
6.17	Rejection of Request for Proposal.....	32
6.18	Acceptance of Request for Proposal	32
6.19	Preparation of Submission.....	33
6.20	Disclosure	33
6.21	Prices:	33
6.22	Terms of Payment:	33
6.23	Payments	33
6.24	Liquidated Damages/ Failure and Termination:	33
6.25	Performance Bank Guarantee:	34
6.26	Insurance:	34
6.27	Removal of Rejected Goods and Replacement:	34
6.28	Termination For Default.....	35
6.29	Progress Of The Project	35
6.30	Confidentiality.....	35
6.31	Force MajeurE.....	35
6.32	Completeness Of Tender Offer	35
7	BID OPENING & EVALUATION.....	38
7.1	Opening Of Bids By DHE	38
7.2	Evaluation & Comparison Of Commercial Bids.....	38
7.3	Ranking Of Bidders.....	38
7.4	Negotiations.....	38
8	PROFORMA & ANNEXURE	40
8.1	PROJECT Profile	40
8.2	Self Declaration	41
8.3	Representative AUTHORIZATION Letter	42
8.4	Acceptance Of Terms & Conditions Contained In The Tender Documents	43
8.5	Brief Vendor Profile.....	44
8.6	Technical Bid (Bid Particulars)	45
8.7	Bid Letter (Technical Bid)	46
8.8	Proposed Methodology & Time Line	47
8.9	Statement Of Deviation From Scope Of Work	48
8.10	Statement Of Deviations From Tender Terms & Conditions	49
8.11	Guide-lines for Submission of Bank Guarantee towards Performance Security.....	50
8.12	BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY	51
8.13	LIST of INSTITUTIONS FOR SETTING UP OF LANGUAGE LAB.....	52
8.14	Commercial Bid (Bid Particulars)	53
8.15	Bid Letter (Commercial Bid)	55
8.16	Statement Of Commercial Deviation (s)	56
8.17	Price Schedule	57

CHAPTER – 1

CHECKLIST

Enquiry No:

1 CHECKLIST

1.1 GENERAL BID

Please check whether following have been enclosed in the respective covers, namely, letter of General Bid (Pre-qualification Criteria), Technical Bid and Commercial Bid:

- | | | |
|--|--------|--------------------------|
| <p>1. Tender Paper Cost (DD No.:, Amt:, Bank.:, Date:)</p> | Yes/No | <input type="checkbox"/> |
| <p>2. Earnest Money (DD No.:, Amt:, Bank.:, Date:)
<i>(Please refer to clause 5.2 of Section-V, Instruction to Bidders)</i></p> | Yes/No | <input type="checkbox"/> |
| <p>3. The applicant must be either a firm registered under the Indian Partnership Act or a company registered under the Indian Companies Act, 1956.
<i>(Please refer to clause 3.3 of Section-III, Pre-Qualification Criteria)</i></p> | Yes/No | <input type="checkbox"/> |
| <p>4. Proof (such as Lease Agreement) of having Service Centre in Orissa
<i>(Please refer to clause 3.5 of Section-III, Pre-Qualification Criteria)</i></p> | Yes/No | <input type="checkbox"/> |
| <p>5. Proof of Turn over of not less than Rs 50.00 Lakhs
<i>(Please refer to clause 3.6 of Section-III, Pre-Qualification Criteria)</i></p> | Yes/No | <input type="checkbox"/> |
| <p>6. Proof of having executed similar project in the state and/or country
<i>(Please refer to clause 3.7 of Section-III, Pre-Qualification Criteria)</i></p> | Yes/No | <input type="checkbox"/> |
| <p>7. Declaration of ineligibility for corrupt and fraudulent practices
<i>(Please refer Annexure-2) [Refer clause no. 3.9, Section-III]</i></p> | Yes/No | <input type="checkbox"/> |
| <p>8. Representative authorization letter
<i>(Please refer Annexure-3)</i></p> | Yes/No | <input type="checkbox"/> |
| <p>9. Vendor Profile
<i>(Please refer Annexure-5)</i></p> | Yes/No | <input type="checkbox"/> |

1.2 TECHNICAL BID

- | | | |
|--|--------|----------------------|
| 1. Details of the job undertaken during the last three years
(Please refer Annexure-1) | Yes/No | <input type="text"/> |
| 2. Certificates regarding satisfactory Work Report from prominent customers | Yes/No | <input type="text"/> |
| 3. Acceptance of terms & conditions contained in the tender documents
(Please refer Annexure-4) | Yes/No | <input type="text"/> |
| 4. Bid Particulars
(Please refer Annexure-6) | Yes/No | <input type="text"/> |
| 5. Bid Letter
(Please refer Annexure-7) | Yes/No | <input type="text"/> |
| 6. Proposed Methodology
(Please refer Annexure-8) | Yes/No | <input type="text"/> |
| 7. Statement of Deviation from Scope of Work
(Please refer Annexure-9) | Yes/No | <input type="text"/> |
| 8. Statement of Deviation from Tender Terms and Condition
(Please refer Annexure-10) | Yes/No | <input type="text"/> |
| 9. Soft Copy of the presentation on CD/DVD/Pen Drive
(2 set each) | Yes/No | <input type="text"/> |

Enquiry No:

1.3 COMMERCIAL BID

- | | | |
|---|--------|--------------------------|
| 1. Bid Particulars
(Please refer Annexure-14) | Yes/No | <input type="checkbox"/> |
| 2. Bid Letter
(Please refer Annexure-15) | Yes/No | <input type="checkbox"/> |
| 3. Statement of Commercial Deviation(s)
(Please refer Annexure-16) | Yes/No | <input type="checkbox"/> |
| 4. Price Schedule
(Please refer Annexure-17) | Yes/No | <input type="checkbox"/> |

CHAPTER – 2

INVITATION OF BIDS

2 INVITATION OF BIDS

2.1 INTRODUCTION

The Directorate of Higher Education (DHE) of the state looks after education at university, post-graduate, graduate and higher secondary level. The Directorate also promotes professional courses in Government and Private Sector.

2.2 MISSION AND VALUES

The mission of DHE is to provide world-class education to the students and preserve the intellectual property developed while educating the students so that both the students and teachers can benefit from it. The DHE has decided to modernize and improvise the education system in the colleges controlled by the DHE to ensure that the students are well aware of the new trends and technologies.

It desires to support its students and staff in degree and post-graduate education by providing software based English Language skills through establishment of English Language Labs. These Labs support competency based training in communication skills and professional development programs, and provide management with a mechanism for delivering and tracking 'just-in-time' training. Current technical issues and limitations with the system have led management to investigate the provision of new software that can:

- Fully meet the educational and training requirements
- Have the ability to be implemented across other areas of the organisation; and
- Cater for a variety of professional groups' educational needs.

This document is intended to provide the minimum functional requirements for English Language Labs skills that will meet the needs of various users across the colleges and establishments controlled by the Directorate of Higher Education. It is also intended to provide a context for the relationships between this system and the various information systems being used within the Directorate. As a part of this mission the DHE would like to provide Language Labs in English tools and facilities to integrate about 30 colleges at present.

2.3 OBJECTIVES

The primary objective of the project is to establish and Implement Multimedia English Language Labs (MELLs) that meet the social, technical and educational requirements of the colleges controlled by the DHE. As a first step, this concept will be tried out in about 30 colleges.

2.2 ABOUT THE BID DOCUMENTS

The tender document comprises of the following.

SECTION- I	CHECK LIST
SECTION- II	INVITATION FOR BIDS
SECTION- III	GENERAL BID (Pre Qualification Criteria)
SECTION- IV	SCOPE OF WORK
SECTION- V	INSTRUCTION TO BIDDERS
SECTION- VI	GENERAL TERMS & CONDITIONS
SECTION- VII	BID OPENING & EVALUATION
SECTION- VIII	AWARD OF WORK
SECTION- IX	PROFORMA & ANNEXURE

2.3 SCHEDULE OF THE TENDER PROCESS

- ❖ The Tender will have 3 (Three) Parts viz., Prequalification Claim, Technical Bid & Commercial Bid.
- ❖ Issue of Tender Document – **From 26-FEB-2010 to 12-March-2010, 12.00 Noon (will be available)** in the website www.dheorissa.in
- ❖ Cost of the Tender document (Non-refundable) :**Rs. 1,000.00 (Rupees One Thousand only)**.
The tender document can be downloaded from the above website and is to be submitted along

Enquiry No:

with the Tender Document Fee of **Rs. 1,000.00 (Rupees One Thousands only)** in form of a Demand Draft, drawn on a scheduled bank, in favour of Director, Higher Education, Government of Orissa and payable at Bhubaneswar.

- ❖ Receipt of Bids – On or before **12-March-2010 up to 12.00 Noon at Directorate of Higher Education, Government of Orissa**
- ❖ Opening of General Bids & Eligibility Claims and EMD – On **12-March-2010 at 4:00 PM** in the office of Director, Higher Education, Government of Orissa in the presence of bidders who may want to attend.
- ❖ Opening of Technical Bids – On **12 MARCH 2010 at 04:00 PM**
- ❖ Date of Presentation – **To be decided later on**
- ❖ Opening of Commercial Bids – **To be decided later on**

Notwithstanding anything else contained to the contrary in this tender document, DHE reserves the right to cancel / withdraw / modify fully or partially the "Invitation of Bids" or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.4 AMENDMENT OF INVITATION

At any time prior to the deadline for submission of bids, DHE reserves the right to add / modify / delete any portion of this document by issuance of an addendum, which would be published on the web site and will also be made available to the all the bidders who have indicated their intention to bid. The addendum shall be binding on all bidders.

CHAPTER – 3

PREQUALIFICATION FOR GENERAL BID

3 PREQUALIFICATION FOR GENERAL BID

THE APPLICATION TO INVITATION IS OPEN TO ELIGIBLE APPLICANTS ONLY AS PER THE FOLLOWING PRE-QUALIFICATION NORMS

- 3.1 Tender cost **Rs. 1,000.00**
- 3.2 The Bidder should have furnished the EMD of **Rs. 75,000.00** as per clause 5.2.
- 3.3 The applicant must be either a firm registered under the Indian Partnership Act or a company registered under the Indian Companies Act, 1956.
- 3.4 The Company should be in existence for the last 3 (Three) Years & ISO Certified (Proof to be attached).
- 3.5 The Company should have Service Center in Orissa (proof to be attached).
- 3.6 The applicant should have an annual turnover of at least **Rs. 50 LAKHS** in any one of the three previous Financial Years in IT / ITES sector and must submit certified copy of the audited balance sheet, as a proof of annual turnover stated.
- 3.7 The Company should have earlier supplied and implemented Multimedia English Language (MELL) software with Content for at least equal to the current quantity at any state Govt./Central/ Universities or Colleges/ Institutions/Pvt./Semi Govt. in India
- 3.8 The Company should be the authorized developer of software or the authorized representative of original developer of products/items/software. The Company should have the in-house facility for designing and development to customize the software and the content.
- 3.9 Applicants should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of India/State Govts. A self-declaration certificate should be enclosed. *Proforma in Annexure 2*

Note : The bidders must furnish all the supporting documents towards fulfillment of above pre-qualification criteria failing which their bids shall be not be considered. Only successful pre-qualifiers will be called for a technical presentation.

CHAPTER – 4

SCOPE OF WORK

4 SCOPE OF WORK

4.1 MULTIMEDIA ENGLISH LANGUAGE LABS

The scope of the project is to establish and Implement Multimedia English Language Lab (MELL) software platform and content that meets the social, technical and educational requirements of the colleges controlled by the DHE. DHE currently does not operate any Language Labs in English Learning at colleges which is software based. The DHE desires to establish and implement Multimedia English Language Labs (MELLs) in all Govt./Govt. Aided Colleges across the state. The MELLs supports the English Labs Curriculum both oral and aural skills.

As a first step, this concept will be tried out in about 30 colleges

4.2 REQUIREMENTS

DHE will consider responses from any vendor who can provide a solution that meets the requirements. Vendors should respond to each of the mandatory items listed below indicating how their product meets each listed requirement. The decision as to whether to proceed with a detailed evaluation of the product will be based largely on how the selection criteria are addressed, including the ability to address the mandatory requirements below. It is expected that the vendor would provide any appropriate marketing brochures and product descriptions to support their responses.

4.2.1 Mandatory technical requirements

4.2.1.1 Software environment

- It is expected that the system will preferably adopt a client-server approach
- The preference is for a server operating on a relational database accessed by SQL/MS-Access, and
- Concurrent or site based licensing model.

4.2.1.2 Hardware environment

- If the vendor is providing remotely-hosted Web services, they must provide details of their provisions for data integrity, backup and disaster recovery;
- **The client software must operate on standard IBM-compatible PCs connected in LAN with Windows XP/2000/Vista or above Operating system.**
- The vendor should indicate their Web interface; and
- The system must operate on a standard Ethernet\Fast Ethernet using the TCP/IP communication protocol.

4.3 APPLICATION FUNCTIONALITY

Multimedia English Language Lab should comprise:

Teacher Console

To facilitate the faculty to conduct classes in an easy and effective manner through the following functionalities

- Facilitate registering of the students Branch wise and course wise
- Facilitate to define Branch and course of each student for easy reference
- Search student by user ID / name / branch
- Block students temporarily from attending the classes (disable user ID)
- Ability to take control over any student at any point of time during the lab session.
- Ability to identify the logged in student by short name / hall ticket no./ Roll.No
- Ability to send selected lessons to selected students.
- Ability to logoff/restart/shutdown all the client terminals from the server terminal.

4.3.1 Student Desktops/Consoles

- **Access to select course modules**

Provide access to students to the appropriate modules selected by the faculty.

- **Flexibility to add resources including multimedia content by faculty**

Provide the flexibility to the teachers to add classroom PPTs, **video clippings / pdfs / html / other** resources as additional study material for student reference.

- **ADD AUDIO EXERCISES**

- Flexibility may be provided for the teachers to add their own exercises in speech practice module to help student improve his/her pronunciation.
- Added lessons should be embedded and be part of the pronunciation software / module accessed by the student. All the features like wave comparison should be functional

- **Video / Audio broadcast**

Facilitate faculty to broadcast Audio/Video in real time to select/all students

4.3.2 Conduct class

- Access desktop

Teacher should be able to access student desktops from server to review/monitor their work and provide needed help. Teacher should also be able to **Share / transmit their desktop to the select student.**

- **Communication with students**

Teacher may communicate with students through audio chat in various modes: One-to-one, One-to-many and group chat. Teacher may form groups, assign students to each group and facilitate group discussion.

- **Review student performance**

Student's performance like the time of study, duration for studying each module, performance in the quiz should be captured by the software and a detail report has to be generated for the teacher to review the same and provide needed feedback.

Speech practice exercises completed by the students should be monitor by the teacher at the server end (student-wise) to review and provide individual and personalized feedback. Teacher should have facility to view wave comparison on server side during the lab session.

- **Notice board**

Faculty may add important information in the server machine and the same is flashed on student systems in the notice board section.

- **Examination Module:**

Module should be purely network based examination system and it itself should jumble the questions from the given question bank. Given answers should also be jumbled for every random generation of questions. Instant results & reports should be generated along with graphical format.

- **Assessments**
 - **Faculty may add questions to the question bank and categorize them**
 - **Faculty may create their own questions selecting different question types. Questions may be added/modified/deleted**
 - **Question types support audio/visual/multimedia**
 - **Question types include Multiple choice, True or false, Match the following, fill in the blanks, audio response, subjective, etc.**
 - **Question paper may be set by the faculty to suit the requirement (pick random questions / fixed questions)**
 - **Faculty may assign time limit for each of the test.**
 - Student responses are evaluated and the score is compiled. Access to score may be provided to student, if so desired by the faculty.
 - A detailed report may be generated indicating marks, pass / fail, etc.

Back Up:

Taking of complete data backup of the database should be available with the software.

4.3.3 Client side

- Make sound recordings of words for enhancing pronunciation accuracy.
- Student may take the role of a participant in the conversations section and practice for fluency.
- Phonetic symbols animated with added examples.
- Comparison of phonetic symbols among British & American accent.
- **Comparing** the recorded sound with pre recorded message in the phonetics database.
- Student will be able to attract faculty attention through Electronic **hand raise**
- Students should be able to view their own **facial expressions** to understand and practice the right expressions provided with webcam attached to the system.
- **Text to speech** tool to facilitate students listen to the text copied into the tool

4.3.4 The course material should be inline to:

- **Enhance the student communication skills:**

Language Skills:

To enhance student's capabilities of using English in everyday communication situations and to provide the student with an opportunity to test his or her language skills and perfect the pronunciation to handle situations in highly competitive corporate world. Vocabulary building & aptitude module to help students aspiring higher education like GRE, GMAT etc.

- **Training in soft Skills:**

To train students in crucial soft skills to help them succeed in recruitment process. Soft skills will also be helpful to students in their day-to-day activities all through their life. The courses like personality development, group discussions, time management, interview skills, Entrepreneurship skills and etc.

- **Aptitude Skills:** Ensure Success in Corporate Recruitment Tests by providing required concepts and ample practice aptitude tests.

4.3.5 Complete course should be facilitated with AUDIO PLAYBACK

facility with minimum three accents i.e. Indian, British,

American

4.3.6 Specific Features

Proposed systems must have the ability to:

Teacher console

- Audio chat (one-one/group)
- Student desktop review
- Faculty desktop broadcast
- Full control of student system(audio/video/file transfer/shutdown) etc
- Exam/Quiz (fully configurable) and Paperless examination.
- Provision for faculty to add new resources
- Provision to include practice words in phonetics and vocabulary modules
- Audio/Video broadcasting
- Customized lesson scheduling for each student / batch
- Hand raise
- Text-speech conversion software
- Usage of General Indian English and content developed keeping the Indian context would be preferred
- Video samples of Group Discussions / Interviews and other skills
- Thorough analysis of GD, interview, presentation skills, etc.
- Student study pattern report generation giving details like time of study score in quiz, etc. Class average time spent and scores.

Courses must offer:

Psychometric Assessment and a detailed profile of student strength Assessment to help student make right career choice

Multimedia English Language Lab

- Phonetics (British & American)
- Listening Skills with technical topics for graduates.
- Reading Skills

Enquiry No:

- Writing skills
- Studying Skills
- Vocabulary Building

- Situational Dialogues
- Grammar
- Sentence Analysis (In Any given grammatically correct sentence, system should automatically classify the parts of speech of each and every word of the given input sentence)
- Describing Objects/people/situation
- Conversations with technical topics for graduate students
- Giving Directions
- Information Transfer
- E-Correspondence

Advanced English Communication Skills Lab

- Functional English
- Reading Comprehension
- Role Play
- Debate
- Public Speech
- Just A Minute
- Telephoning Skills
- Resume Preparation
- Group discussion
- Interview skills

- Oral Presentation

- Personality Development
(Understand yourself, Self esteem, Divergent thinking, Problem solving, Decision making)
- Technical Report Writing
- Assertiveness
- Entrepreneurship Skills

Aptitude Lab

- Concepts on Quantitative, Verbal and reasoning ability
- Problem solving methodologies for right approach
- Practice tests to perfect the methodologies
- Company specific mock tests for thorough and focused preparation
- My Test facility (students can select questions from different topics across the concepts for practice test)

- Capability to provide assessments in Language., Behavior aspects and Aptitude would be an added advantage.
- Brain teasers/Tongue twisters.

Examination Module

Module should be purely network based examination system it itself should jumble the questions from the given question bank. Given random answers should also be jumbled for every random generation of questions. Instant results & reports should be generated along with graphical format.

Practical Oriented Module

Entire course should be practical oriented with self analysis.

Online Query Form

Facilitate with: *Have a question? Ask it. Know an answer? Share it.*

Security

- All access to the software platform must be secure;
- The system must have a range of access/permission levels; and
- All access to or changes to information must be tracked and logged.
- Quick customization to suit customer requirements

4.3.6.1 Performance

- Multiple users must be able to access the program simultaneously in the LAN; and

4.3.6.2 Information

- Flexible search function;
- Creation of new enrolments/records;

4.3.6.3 Reports

Systems that cannot allow collection of information to allow the generation of at least the following set of reports will not be considered:

- Authorised users and access details;
- Ability to track user progress;
- Audit trails;
- Ad-hoc reports.

4.4 INSTALLATION

The Installation should be done as per the Annexure – 13 enclosed at free of cost.

4.5 TRAINING

- A. The Company shall give Training to all the English Lecturers on the Usage of ELL Software Platform for 5 days after Installation of the MELL Software at the Locations mentioned at Annexure-13. This 5-days shall be divided into 3 parts.
1. Induction Training – 3 days

Enquiry No:

2. First Refresher- 1 day after 1 month
3. Second Refresher 1 day after 3 months

The Training Location will be at Bhubaneswar and the Training may be in different batches. The Trainers expenses shall be borne by the Company only.

- B. At least one day demonstration and hand holding training shall be provided by the company's functionaries at the college site (as per Annexure-13) which will not only test the software but also make the teachers aware about various facilities in this software by hand holding. This will be done immediately after the 3 days induction training of the teachers.

CHAPTER – 5

INSTRUCTION TO BIDDERS

5 INSTRUCTION TO BIDDERS

5.1 COST OF BIDDING

5.1.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and DHE (hereinafter referred to as the 'Purchaser') will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

5.1.2 Non-transferable Tender:

The Tender Document is not transferable. Only the party who has purchased this tender form shall be entitled to quote.

5.2 EMD

The bidder shall furnish, as part of its general bid, an EMD of amount **Rs. 75,000.00 (Rupees Seventy Five Thousand Only)**. The EMD is required to protect DHE against the risk of bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause 5.7. The EMD shall be in the form of Demand Draft / Pay Order from any nationalized / scheduled / commercial bank located in India, drawn in favour of Directorate of Higher Education, Govt of Orissa, payable at Bhubaneswar and will not be liable for an interest. Any bid, not containing the EMD will be rejected as non-responsive. Unsuccessful bidder's EMD will be discharged / returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity.

5.3 TIME SCHEDULE FOR WORK

The Delivery should be made with in four weeks from the date of receipt of Purchase Order.

5.4 GENERAL INFORMATION

5.4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and DHE (hereinafter referred to as the 'Purchaser') will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

5.4.2 There are THREE parts of Tender Document namely "Selection of Software Company for implementation of Language Lab – General Bid (Eligibility Claim)", "Selection of Software Company for implementation of Language Lab - Technical Bid" and "Selection of Software Company for implementation of Language Lab – Commercial Bid". The bidder is required to fill out all the three parts of contract papers and place them in three separate sealed envelopes, which should be superscribed as "Selection of Software Company for implementation of Language Lab" by DHE- Eligibility Claim and EMD", "Selection of Software Company for implementation of Language Lab" by DHE- Technical Bid" and "Selection of Software Company for implementation of Language Lab" by DHE- Commercial Bid". These envelopes should be placed in another sealed envelope and addressed to Directorate of Higher Education, Government of Orissa, Orissa Secretariat, Bhubaneswar – 751 001. The envelope must show the name of the Bidder, address and should be superscribed as "Selection of Software Company for implementation of Language Lab by DHE" on top of the envelope.

5.4.3 Tender(s) (non-transferable) would be considered in the prescribed tender form/document only, which is to be downloaded from www.dheorissa.in on or before **12-March-2010** by **12:00 Noon**. Tender, duly filled and accompanying all supporting documents, should be submitted on or before **12-March-2010** by **4:00 PM** after which no tenders would be accepted and would be liable for outright rejection.

5.4.4 The bidder must furnish the tender fee of **Rs. 1,000.00 (Rupees one Thousand only)** along with the General Bid (Pre Qualification Criteria) apart from EMD (to be enclosed in the Pre-qualification Bid) of amount **Rs. 75,000.00 (Rupees Seventy Thousand Only)** payable in form of DD in favour of Directorate of Higher Education, Govt of Orissa and payable at Bhubaneswar.

5.4.5 The bids will be opened at Directorate of Higher Education, Govt of Orissa. The sealed covers containing bids will be opened in the presence of tenderer's representatives as per the bid opening schedule mentioned earlier. One representative per tenderer would be permitted to be present at the time of opening the tender. The General Bids of only those bidders who have submitted the EMD will be opened. The Technical Bids of only the bidders short-listed from the General bids will be opened.

Enquiry No:

- Similarly, The Commercial Bids of only the bidders short- listed from the Technical bids will be opened. The bids will be opened on the scheduled date and time even in case of absence of the tenderers.
- 5.4.6 Tenders shall be fully in accordance with the requirements of the General Terms and Conditions. Appropriate forms furnished with this specification shall be used in filling quotation. Incomplete, illegible and unsealed tenders will be rejected. Telegraphic tenders will not be accepted and no correspondence will be made in this matter.
 - 5.4.7 All offers should be made in English. Conditional offers and offers qualified by such vague and indefinite expression such as "Subject to immediate acceptance", "Subject to prior sale" etc. will not be considered.
 - 5.4.8 The Price and conditions of the offer should be valid for at least a period of 120 days from the date of tender opening. Tender with validity of less than 120 days may be rejected.
 - 5.4.9 Modification of specifications and extension of closing date of tender if required will be made by an Addendum. Copies of Addenda will be notified on the website. This shall be signed and shall form a part of the tender in full and/or part thereof.
 - 5.4.10 Tenderers shall carefully examine the tender documents and the technical specification and fully inform themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof. Should a tenderer find discrepancies in or omissions from the specification or other documents, or should there be any doubt as to their meaning, he should at once notify DHE and obtain clarification in writing. This however does not entitle the tenderer to ask for time beyond the due date fixed for receipt of tenders.
 - 5.4.11 Submitted tender forms, with overwritten or erased or illegible rate or rates not shown in figures and words in English, will be liable for rejection. In case of discrepancy between words and figures noted against each item of the tender and between unit rates and the total amount, the decision of the tendering authority will be final and binding on the tenderers. Total of each item and grand total of whole tender should be clearly written. Corrections in the tender, if unavoidable, should be made by rewriting with dated initial of the tenderer after scoring out of the wrong entries. Clerical and arithmetical mistakes may result in rejection of the tender.
 - 5.4.12 The terms of payment applicable in this case are indicated in the General Terms and Conditions. DHE, in exceptional cases, consider alternative payment terms than those specified.
 - 5.4.13 Request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates after opening of the tender will not be considered.
 - 5.4.14 While tenders are under consideration, tenderers and their representatives or other interested parties, are advised to refrain from contacting by any means tenderer's personnel or representatives, on matters relating to the tenders under study. DHE if necessary will obtain clarification on tenders by requesting such information from any or all the tenderers either in writing or through personal contact as may be necessary. The tenderer will not be permitted to change the substance of his offer after the tenders have been received in DHE. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for DHE tenders in future for a period of three years.
 - 5.4.15 DHE reserves all rights to cancel the tender without assigning any reason thereof.

5.5 DISQUALIFICATION OR REJECTION OF TENDER

The tender is liable to be rejected or the bidder disqualified at any stage on account of the following.

- 5.5.1 If the bid or its submission is not in conformity with the instruction mentioned herein.
- 5.5.2 If the bid is not accompanied by the requisite EMD **(Rs. 75,000.00) and Tender cost of Rs. 1000**
- 5.5.3 If it is not signed with seal, on all the pages of the bid document.
- 5.5.4 If it is received after the expiry of due date and time.
- 5.5.5 If it is incomplete and required documents are not furnished.
- 5.5.6 If misleading or false statements/ representations are made as part of pre-qualification requirements.
- 5.5.7 If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.

5.6 FORFEITURE OF EMD

EMD submitted by the bidder may be forfeited under the following conditions

- 5.6.1 If the bid or its submission is not in conformity with the instruction mentioned herein.
- 5.6.2 If the bidder withdraws the tender before the expiry of the validity period.
- 5.6.3 If the bidder violates any of the provisions of the terms and conditions of the tender.

Enquiry No:

- 5.6.4 In the case of a successful bidder fails to (a) accept award of work, (b) sign the Contract Agreement with DHE, after acceptance of communication on placement of award, (c) furnish performance security, or the bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of DHE in timely finalization of this tender.

The decision of DHE regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the bidder by DHE/GoO.

5.7 COMPENSATION FOR TERMINATION OF CONTRACT

If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by DHE, without any valid reasons acceptable to DHE, DHE may terminate the contract after giving 7 (seven) days notice, and the decision of DHE on the matter shall be final and binding on the bidder. Upon termination of the contract, DHE shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

5.8 DOCUMENTS TO BE FURNISHED WITH GENERAL BID

- 5.8.1 As per pre-qualification criteria of general bid along with all supporting document
- 5.8.2 Self Declaration of ineligibility for corrupt and fraudulent practices (Annexure-2)
- 5.8.3 Representative authorization letter (Annexure-3)
- 5.8.4 **Copy of Income Tax clearance, Service Tax Clearance and VAT Clearance (as Applicable)**
- 5.8.5 Brief profile of the company (Annexure-5)
- 5.8.6 Options for Contractual requirements as indicated at clause 5.12 .
- 5.8.7 Supplier and Support Structure as indicated at clause 5.22

5.9 DOCUMENTS TO BE FURNISHED WITH TECHNICAL BID

This part of the bid must comprise of the following documents

- 5.11.1 Details of the job undertaken during the last three years (Annexure-1)
- 5.11.2 Certificates regarding satisfactory Work Report from prominent customers
- 5.11.4 Acceptance of terms & conditions contained in the tender documents (Annexure-4)
- 5.11.5 Bid Particulars (Annexure 6)
- 5.11.6 Bid Letter (Annexure 7)
- 5.11.7 Proposed Methodology (Annexure 8)
- 5.11.8 Statement of Deviation from Terms of Reference (Annexure 9)
- 5.11.9 Statement of Deviation from Tender (Annexure 10)
- 5.11.10 Soft Copy of the presentation on CD/DVD/Pen Drive (2 set each)
- 5.11.11 product Release details as indicated at clause 5.23

5.10 COMMERCIAL BID

The Commercial Bid shall be given in (Annexure-17) and consist of cost against work to be performed. However, comparison shall be done only for the aggregate amount.

5.11 EVALUATION & SELECTION CRITERIA

Quality-cum-Cost Based Selection (QCBS) method shall be followed for choosing the software firm. 60% weightage shall be given for Quality (Technical efficiency) and 40% weightage shall be given for commercial quote using following formula.

$$S_{\text{Tech}} = \text{Technical Score} / \text{Maximum Technical Score} * 100$$

$$S_{\text{com}} = \text{Minimum Commercial Quote} / \text{Commercial Quote} * 100$$

$$S_{\text{final}} = S_{\text{tech}} * 60\% + S_{\text{com}} * 40\%$$

The bidder scoring maximum S_{final} shall be selected for the job.

The technical Marks shall be awarded on following criteria.

Sl.	Item	Total	Criteria	Marks
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Enquiry No:

		Marks		
1	Overall Experience of the Company during the last 3 years.			30
1.1	Implementation of English Language Lab Software (Set up of software platform and content provision) in different academic institutions.	25	30 Nos. or more >=20 and < 30 >=10 and < 20 >=5 and < 10 Otherwise	25 15 10 05 00
1.2	Quality Certification	5	CMM level 5 or above CMM Level III ISO 9001 or equivalent Otherwise	05 04 03 00
2	Technical Presentation Bid Approach and Methodology			30
2.1	Presentation on work plan, approach, relative strengths vendor management	30	Bidder should talk about how they handled the similar project/s in the past.	
2.2	Work Plan Approach and Proposed Methodology for this project	40	Formulation of clear work plan with various activities defined separately. The bidder should provide the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here. The work plan should be consistent with clearly defined, work Schedule Deliverables.	

The minimum qualifying marks in the technical Bid shall be **70 (70% of 100)** out of 100.

Commercial bids of those bidders who are only technically qualified in the technical evaluation will only be opened. All other Commercial bids will be ignored.

5.12 CONTRACTUAL REQUIREMENTS

The successful applicant will be required to enter into an agreement that will define in detail the requirements for implementation of the product and its ongoing support within the DHE. Vendors must indicate their willingness to enter into such agreement, if required by the individual colleges.

The following table sets out some of the key terms and conditions that may be required by the DHE. Vendors must indicate their acceptance of these terms and conditions by circling "Yes" or "No" in the second column of the table. Where a "No" is circled, please specify alternative proposed terms.

Required term	Details	Vendor acceptance (please circle)
Intellectual property	Intellectual Property created for, or in connection with the agreement will vest in DHE or its nominee.	Yes/No
Limitation of liability	Vendor's liability will be limited in relation to claims for breach of contract to the amount of the contract: <ul style="list-style-type: none"> • For loss of or damage to tangible property; • For personal injury; • For negligence or fraud of Vendor, its 	Yes/No

Enquiry No:

	<p>employees, contractors or agents;</p> <ul style="list-style-type: none"> • For infringement of intellectual property; • No exclusion of liability for consequential losses. 	
Indemnity	<p>Vendor to indemnify the DHE, its employees, contractors and agents ("the Indemnified") for damages, costs and expenses (including legal costs) suffered by the Indemnified arising out of:</p> <ul style="list-style-type: none"> • A breach of the agreement; • Wilful, unlawful or negligent act or omission of the Vendor, its employees, agents or sub-contractors in connection with the agreement; • An infringement, or an alleged infringement, of the Intellectual Property Rights of any person. 	Yes/No
Product warranties	<p>Vendor must warrant that the software:</p> <ul style="list-style-type: none"> • Will not infringe intellectual property rights; • Will comply with relevant standards and all relevant specifications; • Will be properly installed; • Will be compatible with the technical environment in which the software will be used. 	Yes/No
Warranty period	<p>Product warranty period of 01 Years commencing from the date of final Acceptance.</p>	Yes/No
Escrow	<p>Vendor is required to enter into an Escrow Agreement, whereby a copy of the software source code is lodged and stored with a neutral third party.</p>	Yes/No
Confidentiality	<p>Vendor must ensure all information which it, its employees, contractors or agents become aware of through performance of the agreement are kept confidential;</p> <p>Vendor must ensure its entire employees, contractors and agents sign confidentiality agreements with the DHE.</p>	Yes/No
Privacy	<p>Vendor must comply with all privacy requirements of the DHE</p>	Yes/No
Governing law	<p>Agreement to be governed by the laws of India and exclusive jurisdiction of the Bhubaneswar courts.</p>	Yes/No

5.13 AMENDMENT OF BIDS

5.13.1 Bids once submitted cannot be amended. However, in case of some administrative exigencies, DHE may decide to take fresh bids from all the Bidders before actually opening of the Technical and Commercial Bids.

5.13.2 In order to afford prospective Bidders reasonable time to make amendment in their bids, DHE may, at its discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on DHE.

Enquiry No:

5.14 LANGUAGE OF BID & CORRESPONDENCE

The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English, and the correspondence between the Bidder & DHE will be in English language only. The correspondence by Fax / E-mail must be subsequently confirmed by a duly signed formal copy.

5.15 BID CURRENCIES

Prices shall be quoted in **INDIAN RUPEES**, inclusive all prevailing tax.

5.16 PERIOD OF VALIDITY OF BIDS

- 5.16.1 For the purpose of placing the order, the Bids shall remain valid for at least 120 days after the date of bid opening. A bid valid for a shorter period may be rejected by DHE as being non-responsive. During the period of validity of Bids, the rates quoted shall not change.
- 5.16.2 In exceptional circumstances, DHE may ask for extension of the period of validity and such a request shall be binding on the Bidder. DHE's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

5.17 SEALING AND MARKING OF BIDS

The Bidder shall seal & mark various parts of the Bid as follows:

- 5.17.1 Each of the General, Technical and Commercial Bids must be sealed properly and must be superscribed as per the instructions stated earlier. Besides, each of bid envelope must be superscribed with "Do not open before <the bidder must write the date of opening as instructed>". The outer envelope containing all the bids must also be sealed properly along with proper superscription.
- 5.17.2 If the envelopes are not sealed and marked as required above, DHE will assume no responsibility for the Bid's misplacement or premature opening.
- 5.17.3 Bids sent through Telex / Telegrams / Fax / Email shall not be acceptable.
- 5.17.4 The envelope shall be sealed by signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures.
- 5.17.5 A Bidder who packs its Bid in a manner other than what has been described in para 5.8 above, may face rejection of the Bid.

5.18 Enquiries/Forwarding of bids

Every envelope and forwarding letter of various parts of the Bid along with enquiries if any should be addressed to:

The Deputy Director, GCB
Directorate of Higher Education
Bhubaneswar, Orissa

5.19 DEADLINE FOR SUBMISSION OF BIDS

- 5.19.1 Bids will be received by the DHE at the specified address not later than **12-March-2010 by 12.00 Noon**
- 5.19.2 DHE may, at its discretion, extend this deadline. DHE may also extend this deadline for any other administrative reason.

5.20 LATE BIDS

- 5.20.1 Any bid received by DHE after the deadline for submission of bids prescribed by DHE will be rejected.

5.21 MODIFICATION & WITHDRAWAL OF BIDS

- 5.21.1 Modifications of Bids may be allowed by DHE if any substantial changes have to be made in the scope of work. This option will be available to every Bidder who has submitted Bid.
- 5.21.2 Bids cannot be withdrawn during the interval between its submission of bids and expiry of Bid's validity period, as specified by DHE.

Enquiry No:

5.22 SUPPLIER AND SUPPORT STRUCTURE

5.22.1 User Base

Vendors should supply the details for a few educational sites, including the version details of the software installed, and the name and phone number of a contact person. In addition, if the product is in use in Government of Orissa controlled Degree colleges, please supply the same information for a representative number of such sites.

5.22.2 Supplier viability

The vendor should provide details of the company's viability for the operations, and overseas operations where appropriate. The details should include:

- Company size and ownership (revenue and staff numbers);
- Education industry commitment (% of staff and education based products);
- Amount of resources spent annually on research and development;
- Implementation approach and timing, and commitments required from the DHE.

5.22.3 User support

The vendor must have ongoing, support for the product being proposed. This is crucial to the selection of a package. The supplier should provide details of the following support functions:

- Number of support staff in Orissa.
- Phone Number
- Product warranties;
- Support policies – where is support provided from, nature of local support, availability of out-of-hours support;
- Resources available to develop and warrant any necessary changes to the standard software to meet changes in government or accreditation requirements or specific DHE needs;
- Training courses available and mode of delivery for user and technical staff;
- Documentation available (online and hardcopy);
- Capability to provide remote support through Internet
- Existence of a locally based user group

5.23 PRODUCT RELEASE HISTORY

The bidder should provide details of the current version of the product, and of all versions released in the last 18 months. For each version, show:

- Version number;
- Date Released from development;
- Date Released from alpha (internal) testing;
- Date Released from beta (external) testing; and
- Date of general release.

Enquiry No:

CHAPTER – 6

TERMS & CONDITIONS

6 TERMS & CONDITIONS

GENERAL

6.1 The following terms and expressions used herein shall have the meaning as indicated therein:

Supplier/ Vendors: shall mean the individual firm or company whether incorporated or otherwise in whose name this purchase order is addressed and shall include its permitted assigns and successors.

Purchaser: shall mean Directorate of Higher Education, Government of Orissa Education (DHE).

6.2. **Reference:**

This purchase order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with this purchase order.

6.3. **Waiver:**

Any waiver by the authority of any breach of the terms and conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms or conditions.

6.4 **Sub-letting and Assignment:**

The supplier shall not, save with prior consent in writing of the DHE, sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibilities under the contract.

6.5. **Information Provided by the DHE:**

All drawings, data and documentation that are given to the supplier by the DHE for the execution of the order are the property of the DHE and shall be returned back when demanded. Except for the purpose of executing the order of the DHE, supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the DHE is not disclosed to any person, firm, body, corporate and/or authority and make every effort that the above information is kept confidential. All such information shall remain the absolute property of the DHE.

6.6. **Supplier's Liability**

Supplier hereby accepts full responsibility and indemnifies the DHE and shall hold the DHE harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the purchase order. The supplier also agrees to defend and hereby undertakes to indemnify the DHE and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the purchase order.

6.7. **Access to supplier's Premises:**

The DHE and / or its authorized representative shall be provided access to suppliers and / or his sub-contractor's premises, at any time during the pendency of the purchase order, for expediting the supplies, inspection, checking etc.

Enquiry No:

6.8 ADDITION / ALTERATIONS / MODIFICATIONS:

The DHE reserves the right to make additions/alterations/modifications to the number of participants to be trained after issue of work order to the successful Tenderer. The Firm should train such participants also at the same rate as originally agreed to and incorporated in the work order to be placed on the successful Tenderer. The variation shall, however, be limited to $\pm 20\%$ of the ordered quantity.

6.9 MODIFICATIONS

This purchase order constitutes an entire agreement between the parties here to. Any modification to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

6.10 JURISDICTION:

All and any disputes or difference arising out of or touching this order shall be decided only by the Courts or Tribunals situated in Orissa. For the purpose of any legal obstruction, the material, spares etc., should be deemed to pass into company's ownership only at the destination stores where they are delivered and accepted.

6.11 VALIDITY OF OFFERS:

The offers shall be valid for a period of 120 days from the date of opening of bids. The period of validity cannot be counted from any other date other than the date of opening the bids. During this period bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, the EMD shall be forfeited

6.12 DELIVERY & WARRANTY

Delivery Period: The Delivery should be made within four weeks from the date of receipt of Purchase Order.

Warranty: The supplier/vendor shall be guaranteed against any defects and should provide time-to-time operational maintenance support for a period of 01 years (On Site Warranty) from date of Installation of the software at site as per Annexure – 4. Necessary guarantee certificates shall accompany the supplies. You shall be liable to rectify any defects that may be found in the equipment supplied by you at free of cost

6.13 INSPECTION OF INSTALLATION:

The software after installation and made functional at the sites shall be verified by an inspection team consisting of members from the Department of Higher Education, Directorate of Higher Education, OCAC and nodal officers of the project from the respective colleges. Payment will be released on the basis of the certification by the team on successful functioning of the software.

6.14 REJECTION OF REQUEST FOR PROPOSAL

On rejection of a Request for Proposal DHE will not return any documentation to the vendor unless expressly requested to do so in the Request For Proposal documentation.

6.15 ACCEPTANCE OF REQUEST FOR PROPOSAL

This invitation and any Request for Proposal received and any other communications between the Vendor, DHE and any party are not to be deemed to be offers and acceptances. No binding agreement shall come into existence until DHE has given written notice of acceptance of the Request for Proposal to the Vendor and a formal agreement has been negotiated and executed by DHE and the Vendor.

Enquiry No:

6.16 PREPARATION OF SUBMISSION

DHE accepts no liability or responsibility for any costs incurred by Vendors in the preparation of their submissions.

6.17 DISCLOSURE

DHE shall not be obliged to disclose to any respondents to the Request For Proposal, third party or the public acceptance or otherwise of any Request For Proposal until a Request For Proposal has been accepted and a binding agreement between DHE and the Vendor has come into force.

FINANCIAL

6.18 PRICES:

Prices quoted shall be inclusive of all taxes and firm till completion of the programme.

6.19 TERMS OF PAYMENT:

85% of the prices of the product will be paid on installation and acceptance of the product at the sites. 10% of prices will be paid after 90 days of installation. Rest 5% will be paid after one year of installation. 5% Bank Guarantee will be refund after the Guarantee period.

6.20 PAYMENTS

- i) Payment shall be made through Account Payee cheques only. Bank charges if any shall be borne by the supplier.
- ii) If the Firm has received any over payments by mistake or if any amounts are due to the DHE due to any other reasons, when it is not possible to recover such amount under the contract resulting out of this order the DHE reserves the right to collect the same from any other amounts and/ or Bank Guarantee given by the supplier due to or with the DHE.

6.21 LIQUIDATED DAMAGES/ FAILURE AND TERMINATION:

- i) In the event of any delay in the supply of Material beyond the stipulated date or any delay in supply of material beyond the stipulated date of completion schedule including any extension permitted in writing, the DHE reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of delayed materials/equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.
- ii) Alternatively, the DHE may resort to give the contract elsewhere at the sole risk and cost of the supplier and recover all such extra cost incurred by the DHE in procuring the materials by above procedure.
- iii) Alternatively DHE may cancel the Purchase Order completely or partly without prejudice to its right under the alternatives mentioned above.
- iv) In case of recourse to above alternatives above, the DHE shall have the right to repurchase the materials which is readily available in the market to meet the urgency of requirements caused by supplier's failure to comply with the scheduled delivery period irrespective of the fact whether the material/ equipment are similar or not.

- v) Delivery Schedule: Time is essence of this order and no delay shall be allowed in the delivery time/ delivery schedule mentioned in the purchase order. Delivery of equipment/materials described shall be deemed to constitute acceptance of this order and terms and conditions by the supplier at the price specified.

6.22 PERFORMANCE BANK GUARANTEE:

The supplier shall ensure that all materials under this purchase order shall conform to DHE's requirements and specifications. An additional security in the form of Performance Bank Guarantee is essential for satisfactory performance of the equipment over a period of time. In view of this, suppliers of equipment/instruments/ machinery shall be required to furnish a Bank Guarantee (5% of order value) as follows against any manufacturing defects/ poor workmanship/poor performance within 7 (seven) days of award of work. In case any deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost. BG shall be from any Scheduled Bank or any other bank as approved by DHE from time to time in the prescribed Performa (Annexure-12). Bank Guarantee for 5% of the order value with validity up to 12 months from the date of supply of equipment.

The DHE shall at its discretion have recourse to the said bank guarantee for recovery of any or all amount due from, the supplier in connection with the purchase order including of guarantee obligations. Checking/approval of supplier's drawings, inspection and acceptance of materials/equipment furnishing to effect shipment and/or work done by erection, installation and commissioning of the equipment by DHE or any other agency on behalf of the DHE shall not in way relieve the supplier from the responsibility for proper performance during the guarantee period.

6.23 INSURANCE:

Supplier shall arrange suitable insurance cover at their risk and cost.

6.24 REMOVAL OF REJECTED GOODS AND REPLACEMENT:

- a) If upon delivery, the material/equipment is found not in conformity with the specifications stipulated in the purchase order, whether inspected and approved earlier or otherwise, those shall be unacceptable to the DHE or its authorized representative. A notification to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at our Stores.
- b) Supplier shall arrange suitable replacement supplies and remove the rejected goods within 30 days from the date of notification failing which, the goods shall be dispatched to vendor by road transport on 'freight to pay basis' at supplier risk and cost.
- c) External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing shall be intimated within a fortnight of the receipt of the materials, spares etc. In case of internal defects, damage or shortages or any internal parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing should be intimated within 3 months from the date of receipt of these articles. In either case the supplier free of cost to the company should replace the damaged or defective materials.
- d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as company may deem proper to afford, the company may without prejudice to its other rights and remedies arrange for repairs/rectification of the defective materials or replace the same and recover the expenditure incurred from the deposits such as EMD, SD and performance guarantees or other dues available with the company or by resorting to legal action.

- e) However, if any advance payment had been made by the DHE for the goods so rejected on technical ground, rejected materials shall be returned to supplier after receipt of suitable replacement supplies. If the supplier does not settle the rejection within a period of 60 days from the date of notification from stores, rejected goods shall be sent back to supplier at his risk and cost. The dispatched documents shall be negotiated through bank to recover the advance payment already made. Supplier shall make the payment to the bank and take possession of dispatch documents so as to collect the materials from the Road Carrier.

OTHERS

6.25 TERMINATION FOR DEFAULT

DHE may without prejudice to any other remedy for breach up of terms and conditions (including forfeiture of Performance Security by written notice of default sent to the company, terminate the work / task in whole or in part, after sending a notice to the Company in this regard.)

- i) If the Company fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the Tender Document.
- ii) If the Company fails to perform any other obligations under the terms and conditions.

6.26 PROGRESS OF THE PROJECT

Progress of the Project may be intimated in writing to DHE on weekly basis.

6.27 CONFIDENTIALITY

Any information pertaining to the Govt. of Orissa or any other agency involved in the project, matters concerning Govt. of Orissa that comes to the knowledge of the vendor in connection with this contract, will be deemed to be confidential and the contractor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The vender shall ensure due secrecy of information and data not intended for public distribution. The affidavit to this effect should be submitted along with security deposit.

6.28 FORCE MAJEURE

This clause shall mean and be limited to the following in the execution of the contract placed by DHE.

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Tempest, Lightning or other natural physical disaster
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the consultant, which prevent or delay the execution of the order by the consultant

The software company shall advise DHE in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, DHE reserves the right to cancel the contract without any obligation to compensate the consultant in any manner for whatsoever reason, subject to the provision of clause mentioned.

6.29 COMPLETENESS OF TENDER OFFER

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The

Enquiry No:

tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

CHAPTER – 7

BID OPENING & EVALUATION

7 BID OPENING & EVALUATION

7.1 OPENING OF BIDS BY DHE

- 7.1.1 The Bids shall be opened at DHE in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in Proof of their presence.
- 7.1.2 In order to assist in the examination, evaluation and comparison of Bids, DHE may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.
- 7.1.3 In the first instance, envelopes super scribed with the words 'Eligibility Claim' only will be opened, and eligibility of each Bidder will be ascertained after ensuring that the EMD is submitted. Technical Bids of only those Bidders shall be opened who are found to be eligible as per the pre-qualification. In doubtful cases (where further documents or clarification are required to establish eligibility), DHE at its discretion, may decide to open Technical Bid. However, such Bids can be rejected subsequently, if it is found that the Bidder has claimed eligibility on false grounds.
- 7.1.4 The envelopes containing Technical Bids of only the Eligible Bidders will be opened and the contents will be announced in the presence of all Bidders or their representatives. A Bidder may also be allowed to inspect the Technical Bids and supporting documents given by other Bidders. An open discussion regarding various elements contained in the Technical Bids may also take place, if required. Marks for quality shall be assigned in accordance with the criteria provided.
- 7.1.5 Opening of Commercial Bids: The Commercial Bids of only those Bidders will be opened who get at least 70 % marks in the Technical. DHE's determination of technical qualification shall be based on objective evaluation of the contents of the Bid itself and not on any extrinsic Proof (except the one that is given by way of a written technical clarification in response to a query by the Tender Committee). However, while determining the technical qualification of various Bidders, DHE may waive off any minor infirmity, which does not constitute a material deviation. The decision of DHE in this regard shall be final.

7.2 EVALUATION & COMPARISON OF COMMERCIAL BIDS

- 7.2.1 The comparison of Commercial Bids shall be done as follows:
The Bidders are required to complete their Commercial Bid in Schedule-I & II. Initial evaluation / comparison for various categories of items given in the Tender Document will be done on the basis of Gross Bid Value, for both the Modules put together.

Note 1: The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or DHE may take a final decision about such conditionalities at its discretion.

7.3 RANKING OF BIDDERS

QCBS method as explained earlier shall be followed. The Bidders will be ranked in order of the final score (highest to lowest) as per the aforesaid method.

7.4 NEGOTIATIONS

- 7.4.1 DHE may finalise the Tender & award the work without any negotiations, if it is satisfied with reasonableness & workability of the best offer. Therefore, Bidders are advised to make best possible quotations in the first instance only.
- 7.4.2 During the negotiations, a revised Technical / Commercial Bid may be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace / supersede the earlier Technical & Commercial Bids, provided that the original offer (i.e. Technical / Commercial) will not be allowed to be changed to the detriment of DHE, as far as rates of every individual item and terms & conditions are concerned.

Therefore, Bidders are advised to send sufficiently senior representatives (who can take on-the-spot decisions) for negotiations.

CHAPTER – 8

PROFORMA & ANNEXURE

8 PROFORMA & ANNEXURE

ANNEXURE-1

8.1 PROJECT PROFILE

Company Name & Address

Name	:				
Address	:				
City	:		District	:	
State	:		Pin	:	
Telephone	:		Cell	:	
Fax	:		E-mail	:	

Sectors in which firm has provided computerization consultancy covering System Analysis, Design, Development, Implementation etc.	Location	Year of completion	Technology on which the project is developed	No. of skilled IT Professionals involved in the project	Project Cost (INR) (Attach WO)

Signature of witness
Date:
Place:

Signature of the Tenderer
Date:
Place:

Company Seal

Enquiry No:

ANNEXURE-2

8.2 SELF DECLARATION

Date : _____

Ref : _____

To,
The Director, Higher Education
Govt. of Orissa

In response to the invitation No. _____, Dt: _____. Of Ref. Ms. /Mr. _____, as a _____, I / We hereby declare that our company _____ is having unblemished past record and was not declare ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

Signature of witness
Date:
Place:

Signature of the Tenderer
Date:
Place:

Company Seal

Enquiry No:

ANNEXURE-3

8.3 REPRESENTATIVE AUTHORIZATION LETTER

Date : _____

Ref : _____

To,
The Director, Higher Education
Govt. of Orissa

Ms. /Mr. _____ is hereby authorised to sign relevant documents on behalf of the company in dealing with invitation reference No. _____, Dt: _____. S/He is also authorised to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorised Signatory

Representative Signature

Signature attested

Company Seal

Enquiry No:

ANNEXURE-4

8.4 ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENTS

To,
The Director, Higher Education
Govt. of Orissa

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. _____] regarding Supply and implementation of Language Lab Software

I declare that all the provisions of this Tender Document are acceptable to my company. I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Signature of witness
Date:
Place:

Signature of the Tenderer
Date:
Place:

Company Seal

Enquiry No:

ANNEXURE-5

8.5 BRIEF VENDOR PROFILE

01	Name of the Firm/Company				
02	Year Established				
03	Address of Office				
04	Telephone No.				
05	Fax No.				
06	E-mail Address				
07	Website				
08	Sectors' in which the company/firm has provided similar services to Govt./PSU/Agencies in India				
09	No. of full time personnel currently under employment (Department wise)	(i) Marketing (ii) Operations (iii) Admin			
10	No. of years of Proven experience of providing similar Services in Orissa.				
11	Annual turnover Audited Annual Turnover in last two years	Annual turnover of the company in Rs.			
		FY	Turn Over (Rs.)		
			PBT	PAT	ATO
		2008-2009			
		2007-2008			
2006-2007					
12	Paid up capital as on 01-Apr-2009				

Signature of witness
Date:
Place:

Signature of the Tenderer
Date:
Place:

Company Seal

Enquiry No:

ANNEXURE-6

8.6 TECHNICAL BID (BID PARTICULARS)

1. Tender Number : _____
2. Name of the Tenderer : _____
3. Full Address of the Tenderer : _____
4. Name of the actual signatory of the Product(s) offered : _____
5. Tenderer's proposal number and date : _____
6. Name & address of the officer to whom all references shall be made regarding this tender : _____

Telephone :
Fax :
E-mail :

Witness
Signature -----
Name -----
Address -----
Company -----
Date -----

Tenderer
Signature -----
Name -----
Designation -----
Company -----
Date -----

Company Seal

Enquiry No:

ANNEXURE-7

8.7 BID LETTER (TECHNICAL BID)

To
The Director, Higher Education
Govt. of Orissa

Ref: Tender No: _____

Sir,

We declare:

- i) That we have domain knowledge in implementing the project under reference
- ii) That we/our principals are equipped with adequate manpower/machinery/technology for providing the services as per the parameters laid down in the Tender Document and we are prepared for live/technical demonstration of our capability and preparedness before the representatives of DHE

1. We hereby offer to provide the Services at the prices and rates mentioned in the Commercial Bid.

3. Schedule for Providing Services

We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

4. We enclose herewith the complete Technical Bid as required by you. This includes:

- i) Project Profile (Annexure 1)
- ii) Bid Particulars (Annexure 6)
- iii) Bid Letter (Annexure 7)
- iv) Proposed Methodology & Timeline (Annexure-8)
- v) Statement of Deviation from Scope of work (Annexure 9)
- vi) Statement of Deviation from Tender Terms and Conditions (Annexure 10)

5. We agree to abide by our offer for a period of 120 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

6. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions. The deviations from the Terms of Reference are only those mentioned in Annexure-9. The deviations from the above terms and conditions are only those mentioned in Annexure-10.

7. Certified that the tenderer is a company and the person signing the tender is the duly constituted attorney.

8. Bid Security (Earnest Money) for an amount equal to Rs. 75,000.00 (Rupees Seventy Five Thousand only) is enclosed in the Cover containing the letter for Pre-qualifying Requirements.

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

Date: _____

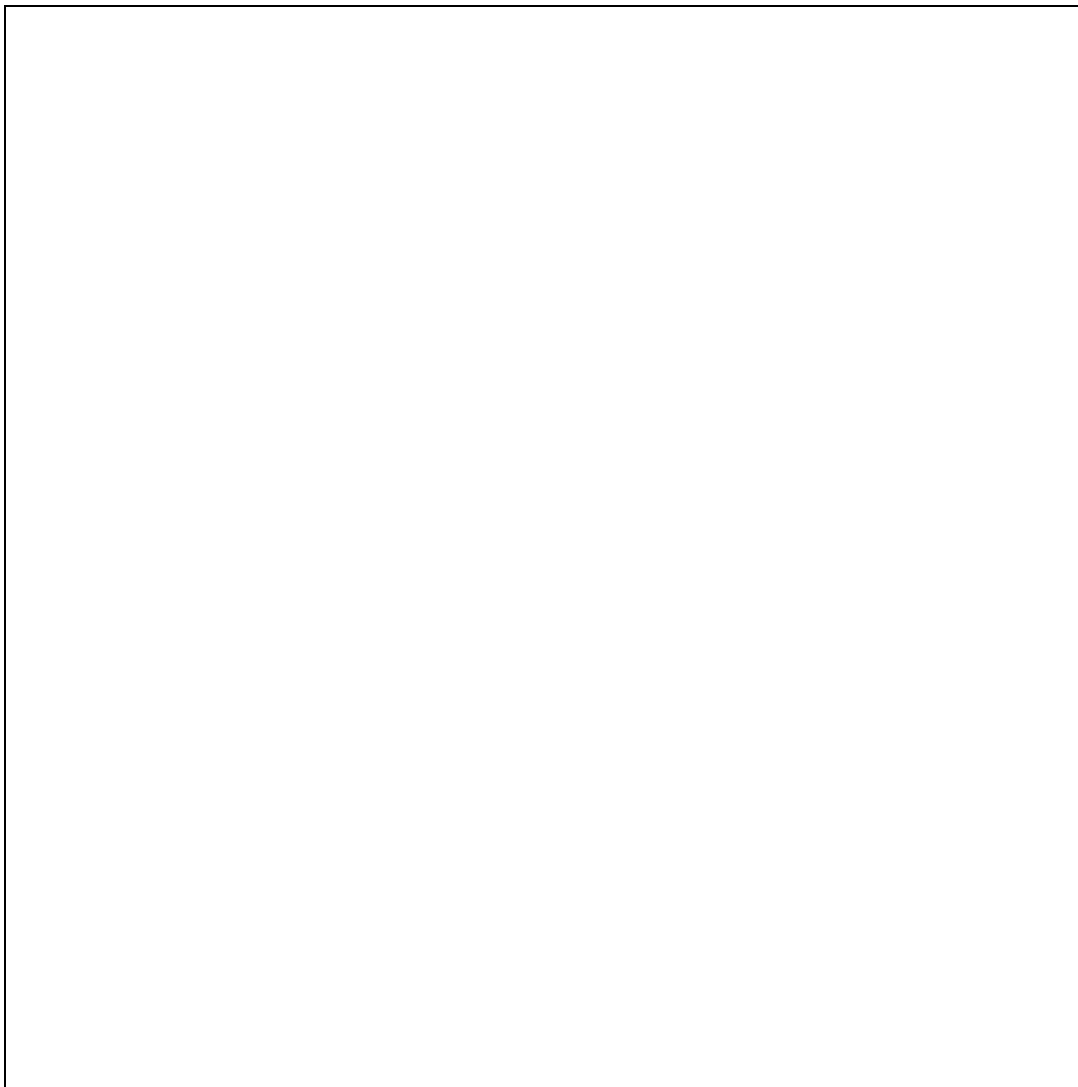
Signature of Tenderer
Full Address:
Telephone No
Fax No

Company Seal

Enquiry No:

ANNEXURE-8

8.8 PROPOSED METHODOLOGY & TIME LINE



- Attach extra sheet(s), if required.

Signature of witness
Date:
Place:

Signature of the Tenderer
Date:
Place:

Company Seal

Enquiry No:

Annexure – 11

8.11 GUIDE-LINES FOR SUBMISSION OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

The Bank Guarantee shall fulfill the following conditions failing which it shall not be considered valid:

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
3. The contents of the Bank Guarantee shall be as per our proforma (Annexure- 11).
4. The Bank Guarantee should be executed by a scheduled bank or banks viz. _____

_____.
5. The executor of Bank Guarantee (Bank Authority) should mention the Power of Attorney No. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of Power of Attorney.
6. All conditions, corrections, deletion in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
8. Two persons should sign as witnesses mentioning their full name and address.

Director

ANNEXURE-13

8.13 LIST of INSTITUTIONS FOR SETTING UP OF LANGUAGE LAB

SL.NO.	NAME OF THE DISTRICT	NAME OF THE COLLEGE	GOVT./NON-GOVT.
1.	ANGUL	Govt. Auto College, Angul	Govt.
2.	BALASORE	F.M. Auto College, Balasore	Govt.
3.	BARAGARH	Panchayat College, Bargarh	Govt.
4.	BHADRAK	Bhadrak Auto College, Bhadrak	Govt.
5.	BOLANGIR	Rajendra Auto College, Bolangir	Govt.
6.	BOUDH	B.P.College, Boudh	Non-Govt.
7.	CUTTACK	S.B. Women's College, Cuttack	Govt.
8.	DEOGARH	Deogarh College, Deogarh	Non-Govt.
9.	DHENKANAL	Dhenkanal Auto College, Dhenkanal	Govt.
10.	GAJAPATI	S.K.C.G. Auto College, Paralakhemundi	Govt.
11.	GANJAM	Khalikote Auto College, Berhampur	Govt.
12.	JAGATSINGHPUR	S.V.M Auto College, Jajpur	Non-Govt.
13.	JAJPUR	N.C. Auto College, Jajpur	Govt.
14.	JHARSUGUDA	L.N.College, Jharsuguda	Non-Govt.
15.	KALAHANDI	Govt. Auto College, Bhawanipatna	Govt.
16.	KANDHAMAL	Govt. Auto College, Phulbani	Govt.
17.	KENDRAPARA	Kendrapara Auto College, Kendrapara	Non-Govt.
18.	KEONJHAR	D.D. Auto College, Keonjhar	Govt.
19.	KHURDA	B.J.B. Auto College, Bhubaneswar	Govt.
20.	KORAPUT	V.Deb Auto College, Jeypore	Govt.
21.	MALKANGIRI	Malkangiri College, Malkangiri	Non-Govt.
22.	MAYURBHANJ	M.P.C. Auto College, Baripada	Govt.
23.	NAWARANGPUR	Nawarangapur College, Nawarangapur	Non-Govt.
24.	NAYAGARH	Nayagarh Auto College, Nayagarh	Non-Govt.
25.	NUAPADA	National College, Nuapada	Non-Govt.
26.	PURI	S.C.S. Auto College, Puri	Govt.
27.	RAYAGADA	Rayagada Auto College, Rayagada	Non-Govt.
28.	SAMBALPUR	Govt. Women's College, Sambalpur	Govt.
29.	SONPUR	Sonpur College, Sonpur	Non-Govt.
30.	SUNDERGARH	Govt. College, Sundergarh	Govt.

Enquiry No:

ANNEXURE-14

8.14 COMMERCIAL BID (BID PARTICULARS)

- 1. Tender Number : _____

- 2. Name of the Tenderer : _____

- 3. Full Address of the Tenderer : _____

- 4. Name of the actual signatory of the Product(s) offered : _____

- 5. Tenderer's proposal number and date : _____

- 6. Name & address of the officer to whom all references shall be made regarding this tender : _____

Enquiry No:

Telephone :
Fax :
E-mail :

Witness
Signature -----
Name -----
Address -----
Company -----
Date -----

Tenderer
Signature -----
Name -----
Designation -----
Company -----
Date -----

Company Seal

Enquiry No:

ANNEXURE-15

8.15 BID LETTER (COMMERCIAL BID)

To
The Director, Higher Education
Govt. of Orissa

Ref: Tender No: _____

Sir,

We declare:

1.
 - i) That we have domain knowledge in implementing the project under reference
 - ii) That we/our principals are equipped with adequate manpower/machinery/technology for providing the services as per the parameters laid down in the Tender Document and we are prepared for live/technical demonstration of our capability and preparedness before the representatives of DHE
2. We hereby offer to provide the Services at the prices and rates mentioned in the Commercial Bid at Annexure 14 to 17.
3. Schedule for providing Services
We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.
4. We enclose herewith the complete Commercial Bid as required by you. This includes:
 - i) Bid Particulars (Annexure 14)
 - ii) Bid Letter (Annexure 15)
 - iii) Statement of Commercial Deviations(s) (Annexure 16)
 - iv) Price Schedule (Annexure-17)

We agree to abide by our offer for a period of 120 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions. The Commercial Deviations are only those mentioned in (Annexure 16).

Certified that the tenderer is a company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs. 75,000.00 (Rupees Seventy Five Thousand only) is enclosed in the Cover containing the letter for Pre-qualifying Requirements.

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

Signature of Tenderer

Full Address:
Telephone No
Fax No

Company Seal

Enquiry No:

8.17 PRICE SCHEDULE

We/ M/s _____ offer the following price:

Component	Details	Unit Cost (Per site or concurrent user as the case may be)	Taxes if any	Total For 30 sites (including all taxes)
Software cost	<ul style="list-style-type: none"> License costs /Software costs including customization, content development integration if any 			
Implementation cost	<ul style="list-style-type: none"> Project management for development and installation. Development of detailed implementation specification. System set-up, including software installation and application parameters. Training of staff in each core module and any required training of technical staff Any required interfacing to other systems (e.g. Human Resource System/Payroll System). 			
Recurring costs	<ul style="list-style-type: none"> Standard annual maintenance fees for the product, per site or concurrent user. 			
Others	<ul style="list-style-type: none"> The bidder may specify as per requirement 			

Note : The quantity may vary as per actual requirement

Signature of witness
Date:
Place:

Signature of the Tenderer
Date:
Place:

Company Seal

Enquiry No: