


REQUEST FOR PROPOSAL

Virendra Kumar Sakhlecha Government Medical College, Neemuch

Selection of Agency for Rate Contract for Supply &
Installation of Computer, Printer & UPS

Issued by:

Dean, Virendra Kumar Sakhlecha Government Medical College, Neemuch
Madhya Pradesh


Dr J K Sahu
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DEAN
Virendra Kumar Sakhlecha
Govt. Medical College
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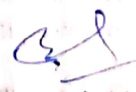


DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the Dean of Government Medical College, (hereinafter referred to as "DEAN") to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. DEAN does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DEAN to consider needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DEAN in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own assessment and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. DEAN will not have any liability to any prospective Bidder/ Firm/ or any other person under any laws (including without limitation the law of contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DEAN or their employees, any agency or otherwise arising in any way from the selection process for the Assignment. DEAN will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
4. DEAN will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DEAN is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and DEAN reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DEAN also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Proposal.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DEAN accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

DEAN reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the Madhya Pradesh Government e Procurement System website: <https://mptenders.gov.in>


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20	Earnest Money Deposit	Rs. 10,000/- (Ten Thousand only)
21	Performance Security	3 % (Three Percent) of the annual Financial Proposal
22	Method of Selection	Least Cost Based Selection

Note-

- Amendments/ Corrigendum to the RFP, if any, would be published on website only, and not in newspaper.
- DEAN reserves all the rights to cancel the tender process and reject any or all the proposals at any point of time.
- No contractual obligation whatsoever shall arise from the RFP document/process unless and until a formal contract is signed and executed between DEAN and the Selected Bidder.
- DEAN disclaims any factual or other errors in the RFP document (the onus is purely on each Proposer(s) to verify such information) and the information provided therein are intended only to help the Proposer(s) to prepare a proposal in accordance with the terms and conditions as set out in this RFP document/process

Issuing Authority

Dean

Government Medical College,



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Intention

Institute intends to provide world class education to its Medical Students by giving them Latest Technology education solutions. With an intention increase reach of students to the best faculties of the State and most complicated surgeries in the State, DEAN of the Institute is looking forward to establish Rate Contract for Supply & Installation of Computer, Printer & UPS at its Medical College.


Documents for Submission

S. No.	Documents to be Submitted
1	Documents as mentioned for pre-qualification, technical qualification and any other supporting document as requested in the RFP and as deemed suitable by the
2	ANNEXURE 1: COVER LETTER
3	ANNEXURE 2: AVERAGE ANNUAL TURNOVER OF BIDDER
4	ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL
5	ANNEXURE 4: SELF-DECLARATION
6	ANNEXURE 5: BLACKLISTING AND PENDING SUIT
7	ANNEXURE 6: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
8	ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
9	ANNEXURE 8: FINANCIAL PROPOSAL SUBMISSION FORMAT
10	ANNEXURE-9: NON-MALICIOUS CODE CERTIFICATE
11	ANNEXURE-10: PATENT RIGHTS/COPYRIGHTS CONFIRMATION

Please Note:

- I. All documents shall be submitted in complete and in the form prescribed under this RFP.
- II. DEAN, at its sole discretion, may cancel any submission of Bid if it appears that a Bid does not include the required documents/ includes incomplete/ incomprehensible/ wrong documents.
- III. The aforesaid list is inclusive and not exhaustive. The Bidder shall submit other relevant documents required in the RFP or requested by DEAN from time to time.



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ABBREVIATIONS & DEFINITIONS

Agency	The selected Bidder with whom the Contract is signed after completion of all requirements in terms of the RFP document.
Authorized Signatory	The Agency's representative/officer must be explicitly vested with the authority to commit the organization to a binding agreement by means of a Power of Attorney, as required under this RFP. In the case of a corporate entity, the Power of Attorney must be supported by a Board Resolution, duly certified by the Company Secretary or a Director of the organization. Such an authorized individual is also referred to as the "Signing Officer," holding the Power of Attorney (PoA) from the competent authority of the respective firm. The authorization of the Authorized Representative must be confirmed through a written Power of Attorney issued by the competent authority of the organization (Annexure 7). However, if the tender document is signed by a Director of the company, submission of a Power of Attorney shall not be required.
Bidder	Single entity participating in the bidding process
Contract/ Procurement	The contract to be entered between the DEAN and the selected Bidder for undertaking the Project.
Day	A calendar day as per GoMP
DEAN	Dean of Government Medical College
EMD	An Earnest Money Deposit provided to the DEAN by a Proposer for securing the fulfilment of any obligation in terms of the provisions of the RFP documents.
SP	Services Provider
GoMP/State	Government of Madhya Pradesh
INR /Rs.	Indian Rupee
IT	Information Technology
KPI	Key performance Indicators
MIS	Management Information System
NOC	Network Operating Centre
PDD	Project Due Date
Proposal/Bid	A formal offer made in pursuance of an invitation by DEAN and includes proposal or quotation in response to this RFP
Proposer/ Bidder	Any firm/ company/ contractor/ Service provider/ agency/ participating in the procurement/ RFP process
RFP document	Documents issued by the DEAN in relation to this RFP process, including any amendments thereto, that set out the terms and conditions of the given procurement
SLA	Service Level Agreement
Selected Bidder	Bidder who will be declared successful after completion of the entire process of evaluation as defined under this RFP
Selection Process or Tender Process	The process of procurement extending from the issue of invitation to proposals till the award of the Contract or cancellation of the Selection/Tender Process, as the case may be.
WO	Work Order


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Section 1. Notice for Request for Proposals

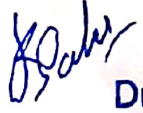
"Request for Proposal for Annual Rate Contract for Setting up of Rate Contract for Supply & Installation of Computer, Printer & UPS in Virendra Kumar Sakhlecha Government Medical College, Neemuch."

Virendra Kumar Sakhlecha Government Medical College, Neemuch, intends to set up Rate Contract for Supply & Installation of Computer, Printer & UPS with interconnectivity with Operation Theatre and other areas of interest. Proposals are invited for Annual Rate Contract (can be extendable) from Service Providers who could supply, install & commission the Computer, Printer & UPS by supplying all required hardware & Software as stated in this RFP. All the supplies made under this RFP should be backed up with Comprehensive standard warranty.


The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this RFP document as uploaded on the Madhya Pradesh Government eProcurement System website <https://mptenders.gov.in>

Interested bidders are requested to submit their technical and financial proposals in response to the RFP online on the Madhya Pradesh Government eProcurement System website: <https://mptenders.gov.in>.

S. No	Description	Date & Time
1	Publish Date	22/08/2025
2	Document Download/Sale Start Date	23/08/2025
3	Pre-Bid Meeting Address- Online	----
4	Bid Submission Start Date	23/08/2025
5	Bid Submission End Date	13/09/2025
6	Bid Opening Date	15/09/2025
7	Bid Validity (Days)	90 Days
8	Period of Work (months)	03 months
9	Location	Madhya Pradesh
10	Pin code	458441
11	Bid Opening Place	DEAN, Virendra Kumar Sakhlecha Government Medical College, Neemuch.
12	Product Category	IT Hardware,
13	Nature of Work	Setting up
14	Proposals Invited By	Dean, Virendra Kumar Sakhlecha Government Medical College, Neemuch
15	Date of Technical Presentations	Will be communicated to the bidders after Prequalification evaluation
16	Date of Opening Financial Proposal	Will be communicated to the shortlisted bidders after Technical Proposal evaluation
17	Mode of Submission of Proposal	Online on https://mptenders.gov.in
18	Website for Downloading RFP Document, Corrigendum/ Addendum and any other RFP related Information	https://mptenders.gov.in ;
19	Cost of RFP Document	1000 However tender portal charges if any to be paid


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Introduction

- a) DEAN will select an Agency in accordance with the method of selection specified in the RFP. The selection of Agency shall be on the basis of an evaluation by DEAN through the selection process specified in this RFP (the "Selection Process"). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DEAN's decisions are final without any right of appeal whatsoever.
- b) The Bidders are invited to submit Technical and Financial Proposals (collectively called as "the Proposal/Bid"), as specified in the Schedule of RFP, for the services required for the Assignment. The Proposal will form the basis for grant of Work Order/Contract to the selected Agency. The Agency shall carry out the assignment in accordance with the Scope of Work of RFP (the "SOW").
- c) The Bidder shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- d) Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DEAN or any other costs incurred in connection with or relating to its Proposal. The DEAN is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to execution of the Contract, without thereby incurring any liability to the Bidders.
- e) DEAN requires that the Bidder hold DEAN's interests" paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DEAN and the Project.
- f) **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by the court
- g) **Number of Proposals:** No Bidder shall submit more than one Technical Proposal and Financial Proposal.
- h) **Right to reject any or all Proposals:**
 - (i) Notwithstanding anything contained in this RFP, the DEAN reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

(ii) Without prejudice to the generality of above, the DEAN reserves the right to reject any Proposal if:

- at any time, a material misrepresentation is made or discovered, or
- The Bidder does not provide, within the time specified by the DEAN, the supplemental information sought by the DEAN for evaluation of the Proposal.

(iii) Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder.

If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranked bidder does not enter into contract with the DEAN / gets disqualified/ rejected, then the DEAN reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit.

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discretion of the DEAN , including annulment of the Selection Process. DEAN may award the contract to the next higher ranked bidder at its quoted rate.

- i) Acknowledgement by Bidder,
 - i. It shall be deemed that by submitting the Proposal, the Bidder has:
 - made a complete and careful examination of the RFP;
 - received all relevant information requested from the DEAN ;
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the DEAN ;
 - satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Proposal and performance of all its obligations there under;
 - acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertaking provided by it under and in terms hereof.
 - ii. The DEAN and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the DEAN and/ or its consultant.
- j) DEAN shall adopt the Least Cost Based Selection (L1) methodology for selection of the bidder post qualification of the bidders based on the Eligibility Criteria and subsequent financial proposals submitted.
- k) The contract agreement shall be signed with the bidder who Quotes minimum lumpsum rates for setting the Rate Contract for Supply & Installation of Computer, Printer & UPS at Medical College (i.e the L1 Bidder) with DEAN, subject to all conditions laid down in the tender document and the bidder fulfilling the eligibility criteria.
- l) Annual Rate Contract will be executed with the selected agency for 1 year and can be extendable for 2 more year.

Pre Bid meeting

- a) Pre-Bid Meeting of the Bidders will be convened as per the details set out in the MP tender portal, DEAN website and Datasheet in the RFP regarding the designated date, time and venue of the meeting. Bidders willing to attend the pre-bid should inform DEAN beforehand in writing and email. The maximum number of participants from a Bidder, who chose to attend the Pre-Bid Meeting, shall not be more than two per Bidder. The representatives attending the Pre-Bid Meeting shall accompany with a letter or email, duly signed by the authorized signatory of his/ her organization.
- b) During Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the DEAN . The DEAN will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process. The clarification shall be posted on the official website of MP tender portal and DEAN website.

Clarification and amendment of RFP documents

- a) Bidders may seek clarification on this RFP document within the stipulated date as set out in the RFP document.
- b) Any request for clarification must be sent by standard electronic means (PDF and word file) to the DEAN "s email address: <http://www.medicaleducation.mp.gov.in/>
- c) The DEAN will post the reply to all such queries on its official <http://www.medicaleducation.mp.gov.in/>

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and <https://mptenders.gov.in>

- d) At any time before the submission of Proposals, the DEAN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the DEAN "s official website.
- e) To afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the DEAN may at its discretion extend the Proposal Due Date (PDD).


Tender Fee


- a) The RFP document is available online to registered users, apart from gateway and service charges, by each Bidder for their bids to be accepted.
- b) This amount shall only be paid online. Online payment details are available on this website:
<https://mptenders.gov.in>

Earnest Money Deposit

- a) An Earnest Money Deposit shall be paid online for the sum of Rs 10,000/- (Rupees Ten Thousand Only) shall be required to be submitted by each Bidder.
- b) DEAN will not be liable to pay any interest on Earnest Money Deposit. Earnest Money Deposit of Pre- Qualified but unselected bidders shall be returned, without any interest, within one month after grant of the work order or execution of the Contract to the selected Bidder (whichever is later) or when the selection process is cancelled by DEAN. The selected Bidder's Earnest Money Deposit shall be returned, without any interest upon the Bidder accepting the work order or executing the Contract (whichever is later) and furnishing the Performance Security in accordance with provision of the RFP and work order.
- c) DEAN will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to DEAN in regard to the RFP without prejudice to DEAN's any other right or remedy under the following conditions:
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of work order)
 - ii. If any Bidder withdraws its Proposal during the period of its validity (180 days) as specified in this RFP and as extended by the Bidder from time to time,
 - iii. In the case of the selected Bidder, if the selected Bidder fails to accept the work order or execute the Contract within the specified time limit, or
 - iv. If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to DEAN.
- d) Any entity which has been debarred/blacklisted by the Central Government, any State Government, a statutory authority or a Public Sector Undertaking, as the case maybe, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- e) A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.


Preparation of Proposal



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General Considerations	<p>a. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The DEAN will evaluate only those Proposals that are received in the specified forms and complete in all respects.</p> <p>b. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP document.</p> <p>c. The Technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the Technical Proposal.</p> <p>d. Failure to comply with the requirements spelt out above shall lead to DEAN being entitled to reject the Proposal. However, if any information related to Financial Proposal is included in the Technical Proposal the Bidder shall be disqualified and his proposal will not be considered</p>
Authorized Representative	<p>The Proposals must be digitally signed by the Authorized Representative (the "Authorized Representative") as detailed below:</p> <ol style="list-style-type: none"> by a partner, in case of a partnership firm and/or a limited liability partnership; or by a duly authorized person, in case of a Limited Company or a corporation; by the Lead bidder in case of consortium.
Proposal Due Date	<p>Bidders should note the Proposal Due Date, as specified in Schedule of RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the DEAN, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in Schedule of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the DEAN reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.</p>
Extension of Period of Bid Validity	<p>In exceptional circumstances, DEAN may request the Bidder(s) for an extension of the period of bid validity. The request and the responses thereto shall be made in writing. The bidder shall be at liberty to refuse the request. In such a circumstance, it will be construed that the bidder has withdrawn his bid and will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of his bid documents submitted.</p>


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Proposal	<p>While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a Proposal inclusive of all the costs associated with the Assignment (excluding GST). While submitting the Financial Proposal, the Bidder shall ensure the following:</p> <ul style="list-style-type: none"> (i) The Bidder shall submit the Technical and Financial Proposal as per the instruction provided in this RFP document. (ii) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. The Financial Proposal shall only be submitted in soft copy through e- procurement portal https://mptenders.gov.in as prescribed in this RFP. Any proposal with financial details may be rejected by the DEAN.
	<ul style="list-style-type: none"> (iii) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, office supplies including stationary material, printing of documents, secondary and primary data collection, cost for assessment, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. (iv) The Financial Proposal shall consider all the expenses and liabilities specified in the work order/Contract (as the case may be), applicable under the prevailing law. Further, all payments shall be subjected to deduction of applicable taxes at source as per applicable laws.
Financial Proposal	<p>The Proposal should be submitted online as per the standard Financial Proposal submission forms prescribed in this RFP (Annexure-8). The Financial Proposal needs to be filled in completeness based on Financial Submission Sheet on the e-portal itself:</p> <ul style="list-style-type: none"> i. The Bidder shall quote price in the prescribed format, as per the RFP document. ii. The rate, and GST wherever applicable would be paid extra. iii. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. iv. The Price bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. v. If there is a change in the applicable taxes, prevailing taxes shall apply. vi. Bidders shall express the price of their services in Indian Rupees only. vii. Bidders shall quote prices keeping in mind that Annual rate contract will be executed and can be extended for two more year.

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Rectification of Errors	Arithmetical errors in the Financial Bid will be rectified on the following basis: i. Items described in the Technical Proposal but not priced in the Financial Bid, shall be assumed to be included in the prices of other activities or items, and no corrections shall be made to the proposal.
	ii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations. iii. If there is a discrepancy between words and figures, the amount in words shall prevail. If there is any discrepancy in the sum total, the corrected sum total will be considered. Any other arithmetical error will stand corrected for evaluation. iv. If the bidder does not accept the correction of errors, the bid will be rejected, and the bid security may be forfeited.

Submission, receipt and opening of proposals

- The Proposal shall be submitted through e-procurement portal <https://mptenders.gov.in>. The procedure for filing of e-tender is provided on the portal.
- The Authorized Representative of the Bidder should authenticate EMD details, Prequalification, Technical and Financial proposal.
- The authorization of the Authorized Representative must be confirmed by a written Power of Attorney issued by the competent authority of the organization (Annexure 7). However, if the tender document is signed by a Director of the company, submission of a Power of Attorney shall not be required in that case.
- No Proposal shall be accepted after the Proposal Due Date and Time.
- After the deadline for submission of Proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed Minimum Qualification Criteria.
- After the Proposal submission until the execution of the Contract, if any Bidder wishes to contact the DEAN on any matter related to its Proposal, it should do so in writing at the issuing authority (DEAN) official address: Any effort by a Bidder (including the Selected Bidder) to influence the DEAN during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the Bidder's Proposal.

Proposal Evaluation

- As part of the evaluation, the Minimum Qualification Proposal submitted by the bidder shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. Subsequently, the Financial Proposals, for Bidders who meet the Minimum Qualification Criteria ("Shortlisted Bidder"), shall be evaluated for Least Cost Criteria.

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On the day of evaluation of Proposals, the DEAN will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below.

The DEAN, in his/her sole discretion, reject any Proposal that is not responsive to the RFP. A Proposal

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will be considered responsive at each stage only if:

- i. To the satisfaction of DEAN, the Bidders meet the minimum qualifications prescribed before evaluating Technical and Financial Proposals.
- ii. The Technical Proposal submitted by the Bidder is:
 - a. received in the form specified in this RFP;
 - b. received by the Proposed Due Date including any extension thereof in terms hereof;
 - c. does not contain any condition or qualification; and
 - d. it is not non-responsive in terms hereof.
- iii. That the Financial Proposal submitted by the Bidder is:
 - a. Submitted online only. No hard copy shall be submitted to the DEAN. In case a Bidder submits the Financial Proposal in hard copy, the Proposal shall be summarily rejected.
 - b. The Financial Proposal is received in the form specified in this RFP;
 - c. it is received by the Proposed Due Date including any extension thereof in terms hereof;
 - d. it does not contain any condition or qualification; and It is not non-responsive in terms hereof.

The DEAN reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the DEAN in respect of such Proposals. However, DEAN reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. The DEAN will subsequently examine and evaluate Proposals in accordance with the Selection Process.



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SECTION 3 : SELECTION OF AGENCY

Qualification Criteria

The bidder must possess the requisite experience, strength and capability necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how sought by nodal agency, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Sr. No	Basic Requirements	Description	Documents required
1	Legal Entity	The bidder should be a legal entity registered in India since last 5 years as on bid submission date.	Certificates of incorporation/ Registration Certificates along with by laws/ MoA&AoA or similar legal document.
2	Turnover	The bidder should have minimum annual average turnover of Rs. 1Crore (Rupees One Crore Only) during the last three financial years. In case the turnover certificate for FY 24-25 is available, they may be used as part of the last three-year average turnover).	CA Certificate
3	Technical Capability/ Experience	Sole bidder/ All members of consortium jointly/individually should have experience of execution of Similar work for any state / central government/ PSU / scheduled commercial Bank / other reputed organizations/institutions/ society in last 03 Years from the date of bid submission.	Related work orders / contracts for ongoing or completed projects. Work completion certificate Required.
4	Statutory Registrations	Bidder must have valid GST Number and PAN Card. The applicant bidder must have registered office in Madhya Pradesh.	Copy of valid certificate, Gumastha or any other govt document of proof of registered office in Madhya Pradesh. ISO copies required
5	Black listing / Terminations	Should not have been blacklisted by any Central or State Government department or Corporation or Board/PSU/ Semi Government organization as on the date of	A signed undertaking to this effect should be submitted on bidder's letter head
6	OEM Authorization letter	Bidder should submit Tender Specific Authorization letter from respective OEM's of Respective Products	OEM Authorization letter for participating the tender is required sealed signed by competent authority for respective products.
8.	OEM Qualification criteria		

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- 9) **Manufacturer authorization:** When bids are submitted by Authorized Distributors / Dealers, they must include a Manufacturer Authorization Form (MAF) or Certificate containing OEM details including name, designation, address, email ID, and phone number.
- 10) Datasheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 11) Dedicated/ toll free Telephone No. for service support, Escalation Matrix for Service support.
- 12) The manufacturer of the Computer must have a Direct/Authorized Service Center in India to ensure prompt technical assistance.
- 13) The manufacturer for the Desktop must have minimum average annual turnover of 1000 Crores in last 3 financial year (2021- 22, 2022-23 and 2023-2024).
- 14) The manufacturer of the Computer must have maintained an office in India for over 10 years. A valid certificate of incorporation is necessary to confirm this requirement.
- 15) The buyer retains the authority to make changes, cancellations, or rejections to any part or the entirety of the bid, without providing any reasons whatsoever.
- 16) The manufacturer of Computer must have been operating in the IT industry for a minimum of 10 years. Documentary evidence is necessary to validate this requirement. Additionally, Purchase Orders or Appreciation Letters from Government bodies or Government Undertakings dating back to before 2015 for Supply of Computers should be provided as attachments.
- 17) The manufacturer of the Computer must have fulfilled specific criteria within defined time frames:
 - A. Should have atleast implemented minimum 4000 in a single order, directly or through their authorized vendors during last Five (5) financial years. Purchase order copies should be submitted along with the bid.
 - B. OEM should have Experience of supply and Installing (Direct/In Direct Channel) minimum of 10orders, with each order comprising 50 or more units of Computers to state/ Central Govt. Department in last 5 years.
- 18) For seamless integration,
 - a. All Computers must be from the same Manufacturers.
 - b. All Printers must be from the same Manufacturers.
- 19) The manufacturer of the Computer must be classified as a Class-I supplier on GeM (Government e-Marketplace) and must furnish valid documentation demonstrating at least 50% indigenous content as per the Make in India (MII) initiative.
- 20) The BIS certificate of the provided manufacturer must indicate a registered office or manufacturing unit located in India, with the same address specified in the certificate.



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Financial Proposal

The Bidders are required to quote lump sum amount to establish Rate Contract for Supply & Installation of Computer, Printer & UPS in Medical College under Annual Rate contract and can be extendable for another 2 year.

Final Selection

- a) DEAN will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The Proposal with minimum quoted proposal would be termed as L1 Proposal and respective bidder as the selected Bidder.
- b) In case of two or more Bidders quoting the same value, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence.
- c) In case of any unforeseen circumstances, if the first ranked Bidder doesn't wish to engage with DEAN, then the second ranked Bidder would be offered to take up the contract on the rates quoted by first ranked bidder. If the second ranked Bidder accepts the contract, then the second ranked Bidder would be selected for providing the services within the scope of this RFP. In case the second ranked Bidder also doesn't agree to take up the contract, the process would be repeated to the third Bidder.
- d) Penalty shall be imposed to the first ranked Bidder disagreeing to get into a contract with DEAN for this RFP. This penalty may include blacklisting of the firm and/or forfeiture of EMD money.
- e) The Selected Bidder will enter into a Rate Contract with DEAN and shall work in accordance with the Scope of work mentioned in the RFP.

Grant of Work Order

After selection, Annual Rate contract will be signed between DEAN & the selected bidder. A Work Order will be issued, in duplicate, by the DEAN to the selected Bidder(s) and the selected Bidder(s) shall, within Three (3) working days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof.

Exclusion of Proposal/ Disqualification

DEAN may exclude or disqualify a proposal if:

- f) The information submitted, concerning the qualifications of the Proposer, was false or constituted a misrepresentation; or
- g) The information submitted, concerning the qualifications of the Proposer, was materially inaccurate or incomplete; and
- h) The Proposer is not qualified as per qualification/ eligibility criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by committee.
- i) The Proposal materially departs from the requirements specified in the Proposal or it contains false information;
- j) The Proposer submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give, to any officer or employee of the DEAN or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process;

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- k) A Proposer, in the opinion of the DEAN, has a conflict of interest materially affecting fair competition.
- l) A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

Award Criteria

The DEAN will award the Annual Rate Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. Evaluations will be based on the Bids, and any additional information requested by the DEAN

Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The DEAN reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for DEAN action. DEAN also reserves the right to accept or reject all proposals.

Notification of Award

Prior to the expiration of the validity period, DEAN will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within three (3) days of issuance of LOI or work order. In case the tendering process / public procurement process has not been completed within the stipulated period, the DEAN, may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

Contract finalization and award

The DEAN shall invite the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Government/Central Vigilance Commission (CVC). On this basis the draft Rate contract agreement would be finalized for award & signing.

Signing of contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a Annual Rate contract within 15 days of issuance of LOI or work order, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the DEAN and the successful Bidder.

Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DEAN may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the DEAN shall invoke the PBG of the most responsive Bidder.

Rate Inflation

10% annual inflation adjustment on hardware costs shall be applicable after the first year.

SECTION 4: SCOPE OF WORK

Supply, Installation & Commissioning of IT Hardware & Software

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Tentative list of IT Hardware required to establish Rate Contract for Supply & Installation of Computer, Printer & UPS functionality is stated below. Due care has been taken to prepare the List, However the list might not be comprehensive and Service provider may add any additional hardware required to make the supplied equipment functional.

The bidder shall provide IT infrastructure as per below BoQ:-

1. Technical Compliance Criteria

S.No	Items (Per Set)	Quantity
1	Desktop Computer	20
2	All in One Desktop	05
3	Printer	20
4	Multifunction Printer	5
5	Line interactive UPS	20


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1. Desktop Computer

	Make:		
	Model:		
Sr	Description	Requirement	Compliance
1	Processor	Core i7 13700 (10 cores up to 5.2 Turbo Frequency)	
2	Operating System	Win 11 Home	
3	Video Card	Intel® Iris® Xe Graphics	
4	Monitor	21.5 Inches VA/IPS 100 Hz or above TCO Certified, Dual Speakers inbuilt (Same make of PC)	
5	Memory	16 GB: 2 x 8 GB, DDR4, 3200 MT/s	
6	Storage	512GB M.2 PCIe NVMe Solid State Drive	
7	Colour	Black colour	
8	Microsoft Office	Microsoft Office Home 2024 + Microsoft 365 Basic 1-year subscription	
9	Support Services	3 Years Warranty onsite	
10	Input Device	Wireless Mouse included with Keyboard	
11	Ports	1x COM Port, 3PCL/PCLE 4.0 Slot, 1x HDMI Port, 1x DP Port, 1x D-Sub (VGA) port, 2x USB 3.2 Gen2 Ports (Type-A + Type C), 1x PS/2 Keyboard + Mouse, 4x USB 2.0 ports, 1x RJ45 port, PORTS 4* SATA III Connector (6 gb/s), 2x USB 3.2 Gen1 Ports, 1x Audio port (Line-in, Line-Out, MIC), 1 M.2 2230/2280 slot for PCIe solid-state drive, 1 M.2 2230 slot for WiFi and Bluetooth combo card	

2. All in One Desktop

	Make:		
	Model:		
Sr	Description	Requirement	Compliance
1	Processor	Intel core i5-13400, 9MB L2 Cache	
2	Storage	512 GB PCIe® NVMe™ M.2 SSD	
3	Operating System	Windows 11 Home	
4	Display	60.5 cm (23.8) diagonal FHD display with Intel® Integrated Graphics	
5	Memory	8 GB DDR4-3200 MT/s (1 x 8 GB)	
6	Input Device	Standard Wireless Key board & mouse	
7	Ports	1x Type C (Data USB3.1 Gen1), 2x USB 2.0 Type A port, 1x Audio Combo, COM (Serial) port (optional), DisplayPort, HDMI port, 4x USB 3.1 G1 ports, Ethernet (RJ-45) Port	

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8	Certification	EPEAT Silver, CE, FCC, UL, Windows, TCO 9.0, RoHS, ENERGY STAR®, MII class-1	
9	Support Services	3 Years Warranty onsite	

3. Single Function Mono Laser Printer (Option-1)

	Make:		
	Model:		
Sr	Description	Requirement	Compliance
1	Print Technology	Laser	
2	Core Function	Print Only	
3	Type of Printing	Monochrome (Black)	
4	Minimum Print Speed per Minute	30 PPM	
5	Auto Duplexing Printing (2-Sided Feature)	Yes	
6	Minimum Duty Cycle (Number of Prints/Month)	35000 Pages	
7	RAM Size (in MB)	64	
8	Connectivity	USB Port	
9	Paper Size	A4	
10	Minimum Yield of the Toner (Number of Prints)	3000	
11	Minimum Yield of the Drum (Number of Prints)	15000	
12	Cartridge Technology	Separate Toner and Drum	
13	Paper tray	250 Sheet	
14	Bypass Tray	Yes	
15	Warranty	3 Years	


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4. Single Function Mono Laser Printer (Option-2)

	Make:		
	Model:		
Sr	Description	Requirement	Compliance
1	Print Technology	Laser	
2	Core Function	Print Only	
3	Type of Printing	Monochrome (Black)	
4	Minimum Print Speed per Minute	34 PPM	
5	Auto Duplexing Printing (2-Sided Feature)	Yes	
6	Minimum Duty Cycle (Number of Prints/Month)	35000 Pages	
7	RAM Size (in MB)	128	
8	Connectivity	USB Port	
9	Paper Size	A4	
10	Minimum Yield of the Toner (Number of Prints)	2600	
11	Minimum Yield of the Drum (Number of Prints)	12000	
12	Cartridge Technology	Separate Toner and Drum	
13	Paper tray	250 Sheet	
14	Bypass Tray	Yes	
15	Warranty	3 Years	


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5. Multifunction Mono Laser Printer

	Make:		
	Model:		
Sr	Description	Requirement	Compliance
1	Print Technology	Laser	
2	Core Function	Print, Scan and Copy	
3	Type of Printing	Monochrome (Black)	
4	Minimum Print Speed per Minute	34 PPM	
5	Auto Duplexing Printing (2-Sided Feature)	Yes	
6	Minimum Duty Cycle (Number of Prints/Month)	35000 Pages	
7	RAM Size (in MB)	256	
8	Connectivity	USB Port	
9	Paper Size	A4	
10	Minimum Yield of the Toner (Number of Prints)	2600	
11	Minimum Yield of the Drum (Number of Prints)	12000	
12	Cartridge Technology	Separate Toner and Drum	
13	Paper tray	250 Sheet	
14	Bypass Tray	Yes	
15	Warranty	3 Years	



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5. 600VA Line interactive UPS

	Make:			
	Model:			
Sr.	Description		Requirement	Compliance
1	INPUT	Normal Voltage	220/230 240V AC	
		Voltage Range	140-300 VAC	
		Frequency	50 Hz \pm 6%	
2	OUTPUT	Normal Voltage	220/230 240V AC	
		Voltage Regulation	\pm 10%	
		Frequency Regulation (Batt. Mode)	\pm 1Hz	
		Output Waveform	Modified Sinewave	
		Battery Type (In Built)	1x12V7AH	
3	BATTERY	Backup Time (at a PC load with 15" monitor)	10-15 minutes	
		Recharge Time	6 hours to 90% after complete discharge	
4	TRANSFERTIME	Typical	4 - 8 ms	
5	INDICATOR	AC Mode	Green lighting	
		Backup Mode	Green flashing	
6	AUDIBLE ALARM	Backup Mode	Beep every 10 seconds	
		Low Battery	Beep every 1 second	
		Overload	Beep every 0.5 second	
		Fault	Continuously Beep	
7	PROTECTIONS	Full Protection	Discharge, overcharge, and overload protection	
8	PHYSICAL	Dimension (mm) D x W x H	278 x 100 x 143	
9	WEIGHT	Net Weight	4.4 kgs	
10	ENVIRONMENT	Operating Environment	0 - 40° C, 0 - 90 % relative humidity (non-condensing)	
		Noise Level	Less than 40 dB	
11	Services	Warranty	3 Years.	


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General terms for Supplies:

- a) All equipment of the contract shall be delivered and installed at Neemuch.
- b) The service provider shall bear all the costs for the supply, installation and maintenance to respective locations.
- c) The service shall provide spares and necessary support to Colleges, on technical issues for all hardware equipment. These include full guarantee as well as warranty as per standard warranty provided by OEM.
- d) The equipment & peripherals must be supported for perfect installation at the delivery site & the service provider should indicate the proposed arrangement / spare parts stocking for providing high quality services.
- e) The Service Provider shall have to supply all necessary accessories along with the supplied goods viz appropriate cable, power supply cords/wires/cables etc. and appropriate licenses, device drivers and documentation that may be required, whether mentioned or not mentioned in the tender, for successful acceptance of the quoted product by College.
- f) The bidder must have the full licensed rights of the software nationally as well as internationally of a software/operating systems developed and /or supplied to the College through this tender.
- g) The service Provider will sign a Annual Rate contract with the DEAN Medical College which is extendable

COMPREHENSIVE WARRANTY:

The period of onsite comprehensive OEM Standard warranty will be 3 Years and will start from the date of delivery of ordered equipment.

SECTION 5: PROJECT & PAYMENT MILESTONES

Project Milestones

S.	Activities	Timeline
1	Delivery of Ordered Equipment	T + 8 Weeks

Payment Milestones and Terms

Milestone	Percentage of Bid Amount
Hardware cost will be released after successful supply, delivery of Goods at Medical College.	90%

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Balance Hardware cost will be released after, installation and commissioning of the Hardware and submission of Performance Bank Guarantee.	10%
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Payment Terms

- All payments to the Agency shall be made in INR by the provisions of this RFP
- The payment will be based on rates finalized for the award of contract to the successful Firm
Payments shall be paid within 30 days after invoices raised
- Given the nature of the assignment, the bidders are expected to ensure the quality of resources and services to be deployed for this assignment, and hence the financial proposal should represent the required quality.
- Invoices will have to be raised to DEAN after achieving the payment milestone
- The GST would be paid at the prevailing rates on actual.
- All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Acts & Laws.

SECTION 6 : GENERAL TERMS OF RFP

Performance Security:

Performance security equivalent to 3% (Three percent) of the total project cost ("Performance Security") shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP. The Performance Security will be retained by DEAN until the completion of the assignment by Agency and be released Sixty (60) Days after the completion of the assignment.

The Performance Security shall be returned upon being satisfied that there has been due performance of the obligations of the Agency under the Contract. However, no interest shall be payable on the Performance Security.

The Performance Security may be invoked (in part or full) on violation of any of the conditions given below:

- The Agency is not able to deliver services as per KPIs as set out in the Contract.
- The Agency or its employee(s) is involved in any unlawful activity during its engagement with DEAN.

Fraud and corrupt practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the DEAN will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the DEAN will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the DEAN for, inter alia, time, cost and effort of the DEAN, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

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Without prejudice to the rights of the DEAN under this Clause, hereinabove and the rights and remedies which the DEAN may have under the work order or the Contract, if a Bidder or Agency, as the case may be, is found by the DEAN to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Contract, such Bidder or Agency shall not be eligible to participate in any tender issued by the DEAN during a period of 03 (three) years from the date such Bidder or Agency, as the case may be, is found by the DEAN to have directly or through an agent, engaged or indulged in any Prohibited Practices.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DEAN who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DEAN, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the DEAN in relation to any matter concerning the Project;
- b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the DEAN with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Confidentiality

- a) This document is meant for the specific use by such parties who are interested to participate in the current tendering process.
- b) The Bidders shall be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the DEAN in the event that such a circumstance is brought to the notice of DEAN. By downloading/purchasing the document, the interested party is subject to confidentiality clauses.
- c) The Bidders shall have to sign a Non-Disclosure Agreement with DEAN and all the data, reports, presentations, assessment and any other content generated during the engagement shall be sole property intellectual property of DEAN.

Interference with Tender Process

For a Proposer who withdraws from the Tender Process after opening of financial proposal / withdraws from the Tender Process after being declared the Selected Bidder / fails to enter into Contract after being declared

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the Selected Bidder / fails to provide Performance Security or any other document or security required in terms of the RFP document after being declared the Selected Bidder, without valid grounds, shall, in addition to the recourse available in the RFP documents or the Contract, EMD submitted will be forfeited.

Debarment from Bidding

If DEAN finds that a Proposer has breached the code of integrity prescribed above, it may debar the Proposer for a period of 03 (three) years.

Where the entire Earnest Money Deposit or the entire Performance Security or any substitute thereof, as the case may be, of a Proposer has been forfeited by DEAN in respect of the Tender Process or procurement Contract, the Proposer may be debarred from participating in any tender process undertaken by DEAN for a period of 03 (three) years.

DEAN shall not debar a Proposer under this section unless such Proposer has been given a reasonable opportunity of being heard.

Monitoring of Contract

If delay in delivery of service is observed, a performance notice would be given to the Selected Bidder/Agency to speed up the delivery. Any change in the constitution of the Selected Bidder/Agency (as the case may be) etc. shall be notified forth with by the such Selected Bidder/Agency in writing to DEAN and such change shall not relieve Selected Bidder/Agency, from any liability under the Contract.

Sub-Contracting

The Selected Bidder/Agency shall not assign or sub-contract the Contract or any part thereof to any other agency without the prior written permission of DEAN.

Signing of Contract

The Selected Bidder shall execute the Rate Contract within 14 working days from the date of work order with DEAN. In exceptional circumstances, on request of the Selected Bidder in writing for extension, DEAN reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the tender and corrigendum issued shall also be applicable for the Contract.

Execution of agreement

During the term of Contract, the Agency will work closely with DEAN and will perform the activities as per the scope of work. In case of poor performance, or unjustified & repeated delays in execution and implementation of services, DEAN shall terminate the Contract. In this case, the Performance Security shall be forfeited.

Failure to agree with the "Terms and Conditions" of the Tender

Failure of the Selected Bidder(s) to agree with the terms & conditions of the Tender/Contract shall constitute sufficient grounds for the annulment of the Proposal or the Award. In such circumstances, DEAN would reject the Proposal and forfeit the Earnest Money Deposit as specified in this RFP document.

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DEAN
Virendra Kumar Sanklecha
Govt. Medical College
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Contract Documents

Subject to the order of precedence set forth in the Contract, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

Language

Bidder shall deliver all documents in English language only. For documents submitted in Hindi, the Bidder shall submit an English translation for the same.

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Selected Bidder and DEAN, shall be written in English or Hindi language only.

Taxes & Duties

- a) GST, if applicable, should not be included in the Proposal price and shall be paid by the DEAN separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the proposal price.
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the Contract.

Copyright

The copyright in all materials containing data and information furnished to the Agency herein shall remain vested in DEAN, or, if they are furnished to the DEAN directly or through the Agency by any third party including Service providers of materials, the copyright in such materials shall remain vested in such third party. Annexure 11


TER

Patent

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the agency shall expeditiously extinguish such claim. If the agency fails to comply and the Authority is required to pay compensation to a third party resulting from such infringement, the agency shall be responsible for the compensation including all expenses, court costs and lawyer fees. Such amounts will be deducted from agency claim, without notice. Annexure 11

Misc


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Force Majeure

- a) Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics/ pandemic or disturbances in the country.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- c) A Party affected by an event of Force Majeure shall immediately notify the other Party within 7 working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- d) The failure of a party to fulfill any of its obligations under the work order/ Contract shall not be considered to be a breach of, or default under the work order/ Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: - has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the work order/ Contract, and has informed the other party within 7 days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the work order/ Contract.

TERMINATION

a) Termination for Default

1. Council may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default send to the Agency, terminate the Contract in whole or part if the Agency fails to depute resources within 3 months of issuance of Letter of award, or within any extension thereof granted by the Council pursuant to conditions of the terms and conditions set out in the Contract or if the Agency fails to perform any other obligation(s) under the Contract.

b) Termination for Force Majeure

In event that a Force Majeure event continues for 90 (ninety) days and/or DEAN or the Agency does not see any feasibility of continuing the project due to a Force Majeure event, then DEAN may, on expiry of 90 (ninety) days or at any period before that in event of no foreseeability of project, issue a termination notice to the Agency, terminating the Contract with immediate effect. The Agency shall be awarded 60 (Sixty) days to complete any pending activities and clear the premises provided by DEAN. Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Agency by DEAN.

Miscellaneous

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Neemuch shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the DEAN, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto

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and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

- c) All documents and other information provided by DEAN or submitted by a Bidder to DEAN shall remain or become the property of DEAN. Bidders or the Agency, as the case may be, are to treat all information as strictly confidential. DEAN will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to DEAN in relation to the assignment shall be the property of DEAN.
- d) The DEAN reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- e) The Agency shall bear all the expenses regarding delivery of services.
- f) The Agency shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
- g) The Agency shall execute the whole work in strict accordance with guidelines of DEAN.
- h) DEAN shall reserve the right to make any alterations in or additions to the original scope of work on mutually agreed terms. Any additional work which the Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by DEAN.
- i) Any publicity by the Agency in which the name of DEAN is to be used should be done only with the explicit written permission of DEAN.


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ANNEXURE-1: COVER LETTER

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that DEAN will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to DEAN any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DEAN to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFP, including any addendum issued by the DEAN;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with DEAN or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that DEAN may cancel the selection process at any time and that DEAN is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
8. We declare that we are not directly or indirectly related to any other Bidder applying for selection as an Agency.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed

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- by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
 11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Partners/Directors/Managers/employees.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DEAN in connection with the selection of Agency or in connection with the selection process itself in respect of the abovementioned Project.
 13. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
 14. We agree to keep this offer valid for 180 (one eighty) days from the Proposal Due Date (PDD) specified in the RFP.
 15. The Technical Proposal and Financial Proposal is being submitted online as per the prescribed timeline set out in the RFP Document. This Proposal read with the Technical and Financial Proposal shall constitute the Proposal which shall be binding on us.
 16. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:


Name of Firm:

Address: Telephone:

Fax:

(Name and seal of the Bidder)


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ANNEXURE-2: AVERAGE ANNUAL TURNOVER OF BIDDER

Average Annual Turnover

S. No.	Financial years	Revenue (INR)
1.	2022-23	
2.	2023-24	
3.	2024-25	
	Average Annual Turnover	

Positive Net worth

The Bidder has a Positive Net Worth in the previous Two (2) Financial Years

Note:

Kindly provide supporting audited financial statements (balance sheets, P&L statements, etc.). of the bidding organization/ firm


Authorized Signature [In full and initials]: Name and Title of Signatory:-

Name of Firm: Address:

Telephone: Fax:

(Name and seal of the Bidder)


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ANNEXURE-3: FORMAT FOR TECHNICAL PROPOSAL

[Location,]

Date:

To,
DEAN
Virendra Kumar Sakhlecha Government Medical College, Neemuch
Madhya Pradesh, 458441

Request for Proposal for Setting up _____


Dear Sir/Madam,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder].

Sr. No	Basic Requirements	Description	Documents required
1	Legal Entity	The bidder should be a legal entity registered in India since last 5 years as on bid submission date.	Certificates of incorporation / Registration Certificates along with by laws/ MoA&AoA or similar legal document.
2	Turnover	The bidder should have minimum annual average as mentioned.	CA Certificate
3	Technical Capability/ Experience	Sole bidder/ All members of consortium jointly/individually should have experience of execution of Similar work for any state / central government/ PSU/ scheduled commercial Bank/other reputed organizations/ institutions/ society in last 03 Years from the date of bid submission.	Related work orders/ contracts for ongoing or completed projects. Work completion certificate Required.
4	Statutory Registrations	Bidder must have valid GST Number and PAN Card. The applicant bidder must have registered office in Madhya Pradesh. Bidder Must have ISO 9001 & ISO 14001 Certification.	Copy of valid certificate, Gomastha or any other govt document of proof of registered office in Madhya Pradesh. ISO copies required
5	Black listing/ Terminations	Should not have been blacklisted by any Central or State Government department or Corporation or Board/PSU/ SemiGovernment organization as on the date of	A signed undertaking to this effect should be submitted on bidder's letter head


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6	OEM Authorisation letter	Bidder should submit Tender Specific Authorization letter from respective OEM's of Respective Products	OEM Authorization letter for participating the tender is required sealed signed by competent authority for respective products.
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Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:


Name of Firm:

Address:

Telephone: Fax:

(Name and seal of the Bidder/Member in Charge)


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VKSGMC, Neemuch (M.P.)


DEAN
Virendra Kumar Saklecha
Govt. Medical College
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ANNEXURE-4: SELF-DECLARATION

{To be submitted on the letter head of the Bidder}

To,

Date:

DEAN

Virendra Kumar Sakhlecha Government Medical College, Neemuch
Madhya Pradesh 458441

In response to the RFP Ref. No..... dated, as an Owner/ Partner/
Director/ Auth. Sign. of hereby declare that presently our Company/ firm, I/ We, at the time of bidding,

- Possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by the DEAN;
- Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP document;
- Have an unblemished record and is/are not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- Do not have any previous transgressions with any entity in India or any other country during the last three years.
- Is/are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- Do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- Do not have a conflict of interest which materially affects the fair competition. h) Will comply with the code of integrity as specified in the RFP document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoMP, my/ our security may be forfeited in full; our proposal, to the extent accepted, may be cancelled and the DEAN may choose to blacklist me/us for a period it may deem fit.

Thanking you,

Authorized Signature {In full and initials with Seal}: Name and Title of Signatory:

Name of Bidder (Firm/ Company's name): In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time & Place:

(On Non-Judicial paper of Rs. 100/-duly notarized by Notary Public / First Class Magistrate)

AFFIDAVIT

I

Dr JK Sahu

Professor & HOD

Department of Biochemistry

VKSGMC, Neemuch (M.P)

DEAN

Virendra Kumar Sakhlecha

Virendra Medical College

(M.P.)



which they might have against the DEAN and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between the DEAN and the Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the DEAN of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the DEAN or any other indulgence shown by the authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the DEAN at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the client may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Agency/the Bank or any absorption, merger or amalgamation of the Agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by DEAN on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS


1. [signature, name and address]


2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp] Note:


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DEAN
Virendra Kumar Samlecha
Govt. Medical College
Neemuch (M.P)



ANNEXURE-5: BLACKLISTING AND PENDING SUIT DECLARATION

We..... (Full name in capital letters starting with surname), the Proprietor/ Partner /Managing Director / Holder of power of attorney of the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking.

- i. It is declared that the firmis not declared insolvent any time in the past. Not debarred/ black listed by either DEAN /Central Govt. / State Govt. / Public Sector Undertaking/ any other Local body from start date of tender notice not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
- ii. It is further declared that the firm..... shall inform DEAN of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP.
- iii. The firm do hereby agree that if in future, it comes to the notice of DEAN / if it is brought to the notice of DEAN that any disciplinary/ penal action due to violation of terms and conditions of the tender/RFP document which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in DEAN or either by any of Central Govt. / State Govt. / Public sector undertaking/any other Local body, DEAN will be at discretion to take appropriate action as its finds fit.

Full name and complete address with Signature of Bidder

WITNESS:

(1) Full Name

..... And Address

..... Signature

(2) Full Name

..... And Address

Signature

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:


Bank Guarantee:

Date:

Dear Sir/Madam,

In consideration of[Name of Client] (hereinafter referred as the „DEAN “, which expression shall,


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ANNEXURE-6: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

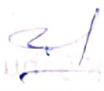
unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to [name of Agency] a [provide nature of organisation], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the „Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of DEAN "s Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in a work order/contract valued at Rs. [amount in figures and words] for [Scope of Work]) (hereinafter called the „Work order") and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the DEAN for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the DEAN immediately on demand an or, all monies payable by the Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Agency. Any such demand made by the DEAN on the Bank shall be conclusive and binding notwithstanding any difference between the DEAN and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the DEAN discharges this guarantee.

The DEAN shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. The DEAN shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right


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which they might have against the DEAN and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between the DEAN and the Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the DEAN of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the DEAN or any other indulgence shown by the authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the DEAN at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the client may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Agency/the Bank or any absorption, merger or amalgamation of the Agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by DEAN on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]


2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp] Note:


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Govt. Medical College
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The stamp papers of appropriate value shall be purchased in the name of bank which issues the „Bank Guarantee“. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the DEAN.



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ANNEXURE-7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non – Judicial stamp paper of Rs. 100 duly attested by Notary Public) POWER OF ATTORNEY

Know all men by these present, we (name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. /Ms , R/o (name and address of residence) who is presently employed with us and holding the position of as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the proposal/bid for supporting DEAN by setting up as defined under this RFP, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative till, if not revoked earlier or as long as the said Attorney is in the service of the organization, whichever is earlier

Accept (Signature)


(Name, Title and Address of the Authorized representative) For (Signature)

(Name, Title and Address) Notes:

- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

[Location] [Date]


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DEAN
Virendra Kumar Saklecha
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Neemuch (M.P.)

ANNEXURE-8: FINANCIAL PROPOSAL SUBMISSION FORM

To, Designation,

Department, Address

Dear Sir,

Subject: Request for Proposal (RFP) for Selection of an Agency for Rate Contract for Setting up SmartClassroom for Seating capacity of 180 Students).

We, the undersigned, offer to provide the services in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for [amount(s) in words and figures] lumpsum for Rate Contract for setting up of _____ integrated with Operation theatre in the Medical College (exclusive of all taxes, duties etc)

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. 180 days.

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".


We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address:


Dr J K Sahu
Professor & HOD
Department of Biochemistry
VKSGMC, Neemuch (M.P)


DEAN
Virendra Kumar Saklecha
Govt. Medical College
Neemuch (M.P.)

ANNEXURE-9: NON MALICIOUS CODE CERTIFICATE

[Location] [Date]

To, Designation,
Department, Address

Dear Sir,

Sub: Non-Malicious Code Certificate

I/We hereby certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:-
Inhibit the desired and the designed function of the equipment.

Cause physical damage to the user or his equipment during the operational exploitation of the equipment.


Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

There are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software developed.

Without prejudice to any other rights and remedies available , we are liable in case of physical damage, loss of data/database/information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software .

Yours faithfully,
Authorized Signatory
Designation


Dr J K Sahu
Professor & HOD
Department of Biochemistry
VKSGMC, Neemuch (M.P)


(M.P.)
DEAN
Govt. Medical College
Neemuch (M.P.)

ANNEXURE-10: PATENT RIGHTS/COPYRIGHTS CONFIRMATION

[Location] [Date]

To, Designation,
Department, Address

Dear Sir,


Sub: Commitment for Patent Right/ Copyrights Confirmation


I/We do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment's, systems or any part thereof to be supplied by us. We shall indemnify Authority against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use.

Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies of the software / applications including upgrades as and when they are made available and uninterrupted use of the software solution and/or system or any part thereof to Authority, irrespective of the fact of claims of infringement of any or all the rights mentioned above. If at a later date it is found that it does infringe on patent rights, I/We absolve and indemnify Authority of any legal action.

Yours faithfully, Authorized Signatory Designation


Dr J K Sahu
Professor & HOD
Department of Biochemistry
VKSGMC, Neemuch (M.P.)


DEAN
Virendra Kumar Saklecha,
Govt. Medical College
Neemuch (M.P.)