Revised RFP dated 19-01-2015- (The bidder should submit their bid as per the revised RFP)



National Council for Teacher Education Wing-II, Hans Bhawan, 1, Bahadur Shah Zafar Marg, New Delhi-110002 Tender Notice

National Council for Teacher Education (NCTE) invites bids for selection of IT service provider to provide services pertaining to development of the e-solution for regulatory functions and redesigning & development of its website (hosting optional- i.e. with or without hosting).

S.No	Description	Date & Time
1.	Last date for Sale of tender & Availability	Up to 24-01-2015 till 5 pm
2.	Pre-bid conference	17-01-2015 at 3 pm
3.	Last date for submission of bids	29-01-2015 before 12:00 noon
4.	Date of Bid Opening	03-02-2015 at 02:00PM

- a. Tender fee of ₹ 2000 must be submitted along with the bid
- b. Earnest Money Deposit of amount ₹ 1.5 (One lakh fifty thousand only) must be submitted along with the bid.
- c. RFP document must be read carefully for details.

All further communication by NCTE regarding this tender shall be through its website www.ncte-india.org only. Tender document available on NCTE website w.e.f 03-01-2015. Bids may be submitted by hand or by post to:

Member Secretary, NCTE, Room No.212, 2nd Floor, Wing-II, Hans Bhawan, 1, Bahadur Shah Zafar Marg, New Delhi-110002

NOTICE INVITING REQUEST FOR PROPOSAL

For

PARTICIPATION IN THE RFP PROCESS FOR REGULATORY FUNCTIONS SOLUTION UNDER E-GOVERNNANCE PROJECT OF NCTE

The National Council for Teacher Education (NCTE), set-up in 1993 as a National Level Statutory Body, is marching ahead with its mission of regulating, developing and promoting qualitative teacher education in the country in a coordinated and integrated manner. The Council is constantly endeavoring to encourage a meaningful association between the teacher education system and research & development activities in a concerted effort aimed at nation-building.

As a part of E-Governance the NCTE now invites 'Request for Proposal' from reputed Companies/Concerns with proven track record for developing Regulatory functions solutions and redesigning and development of its website (hosting optional i.e. with or without hosting).

Interested Companies/Concerns may download the complete request for Proposal Document along with Draft Agreement and Schedules, from NCTE website www.ncte-india.org from 03/01/2015 onwards. All prospective Companies/Concerns are advised to go through the RFP Document.

A pre-bid meeting will take place in the NCTE, Conference Hall, Room No.107, First Floor, Wing II, Hans Bhawan, Bahadur Shah Zafar Marg, New Delhi-110002 on 17-01-2015 at 03.00 P.M.

Sealed Completed Proposals as per the forms prescribed in the RFP along with Bidding Document Application Fee of ₹ 2000/- (non-refundable) to be submitted at address mentioned below on or before 29-01-2015 by 12.00 P.M.:

Member Secretary, NCTE, Room No.212, 2nd Floor, Wing-II, Hans Bhawan, 1, Bahadur Shah Zafar Marg, New Delhi-110002 (Telephone No. 23370119). Email: egov@ncte-india.org Further details are available at www.ncte-india.org.

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National Council for Teacher Education, New Delhi

(File.N:104-1/2013/NCTE/MIS/E-governance)

INVITATION FOR RFP OFFERS

National Council for Teacher Education, hereinafter referred to as the NCTE, invites sealed RFP offers (Technical bid and Financial bid) from eligible reputed firms to independently design, develop, implement e-Governance solution for the regulatory functions and design & develop dynamic website (hosting optional i.e. with or without hosting) for NCTE as specified in the schedule below.

Bid collection and submission of	letails:	
RFP reference Number	File.N:104-1/2013/NCTE/MIS/E-governance	
Pre bid meeting with the Bidders	17-01-2015 at 3 pm	
Last date and time for receipt of RFP offers	29-01-2015 before 12:00 noon	
Date of opening of technical Bids	03-02-2015 at 02:00PM	
Offer Validity Period	RFP would remain valid for 90 days	
Earnest Money Deposit/Bank Guarantee	EMD of ₹ 1,50,000/- (Rupees One Lakh fifty thousand only) by Demand Draft in favour of _'Member Secretary, NCTE, New Delhi, payable at New Delhi.	
Address for communication	Member Secretary, NCTE, Room No.212, 2 nd Floor, Wing-II Hans Bhawan, 1, Bahadur Shah Zafar Marg, New Delhi- 110002	
Place where RFP offers would be opened	NCTE, Hans Bhawan, Wing II, 1, Bahadur Shah Zafar Marg,	
Fax No.	011-23379980	
e-mail	egov@ncte-india.org	

ABOUT NCTE

The National Council for Teacher Education (NCTE), set-up in 1993 as a national level Apex Advisory Body, is marching ahead with its mission of developing and promoting qualitative teacher education in the country in a coordinated and integrated manner. The Council is constantly endeavoring to encourage a meaningful association between the technical education system and research & development activities in a concerted effort aimed at nation-building.

A) PROJECT SCOPE

- The selected bidder shall be required to provide services pertaining to development of the e-solution for regulatory functions and redesigning & development of its website (hosting optional- i.e. with or without hosting) and maintain it for one year which will include training the NCTE officials and transfer the e-Regulation solution for the regulatory functions of NCTE within the period specified in the agreement. The solution should be capable of migrating the existing data into the new proposed database. The regulatory functions include implementing the provision of the Sections 13,14,15,17,18 and Rules, Regulations, and Norms & Standards notified thereunder.
- The selected bidder shall be required to independently arrive at the methodology, based on globally acceptable standards and best practices, suitable for the Council.
- The bidder would be required to maintain the solution for a minimum of one year and after one year provide AMC support for 2 years.

General conditions:

- a. NCTE shall not provide the resources (hardware, software and manpower) for designing and development of the module(s). The bidder shall use legal/licensed software.
- b. Designated NCTE officials will be liaising with the bidder during the entire period of involvement of the bidder.
- c. The module/database should be capable of extendibility
- d. The bidder must provide comprehensive technical support 24x7 after development of the module till the period of contract.
- e. The bidder shall include a quantity and description of every item to be required by NCTE to implement and maintain the module at least six months before its transfer to NCTE

Training requirements:

Training of NCTE officials shall consist of on-site group and individual training of all staff at HQ and its four Regional Offices.

Training of designated NCTE officials shall be taken up for capacity building in management and maintenance of the module at least six months before the transfer of the module to NCTE.

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Module Maintenance

- a. The proposed bidder solution must describe how they propose to provide minimum bidder response time to service calls. Describe the proposed methodology to respond to service requests with respect to the proposed bidder solution after its implementation.
- b. Proposal shall include a module maintenance proposal for bidder provided components, clearly describing the standard product maintenance contract coverage, any optional maintenance services, post-warranty period maintenance coverage, and costs for each proposed level of maintenance service.

GENERAL REQUIREMENTS

The RFP offer must be valid for a period of 90 days from the date of submission. Any offer falling short of the validity period is liable for rejection.

DELIVERABLES

- a. Fully tested and functional solutions for implementation of e Regulation.
- b. New dynamic website for NCTE as per the technical specification.
- c. Fully functional, detailed and latest version of the source code of the module, any other details required by the NCTE officials for smooth transfer and handling of the module by NCTE.

SYSTEM DOCUMENTATION

The selected Bidder shall provide complete documentation on the following:

a. Administrator's Technical Manual:

This manual shall provide a detailed description of:

- 1. Module design and module Architecture
- 2. Details of database including database design and objects
- 3. system flow and system diagrams
- 4. Application development platform
- b. Operator Manual:

This manual shall provide a detailed, simple operational description of all the components of the software and shall include the application flow showing the various operating instructions.

c. Installation Manual and Documentation:

The installation manual shall consist of a printed section that describes the proper installation procedures for

- 1. Hardware installation
- 2. System software
- 3. Application software.

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This manual shall include clear illustrations of the system

d. Database recovery Manual and Documentation: This manual shall describe detailed procedures to recover the database in case of failure.

e. Module Transfer mechanism: This documentation shall describe detailed

procedures to transfer the module from the bidder to NCTE site.

f. On-line Help: Every option in the software/module should have context sensitive help available for the user while the software is in use. Manuals shall address the issue of alternate solutions

B) INSTRUCTIONS TO BIDDERS

DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated below:

Bidder or Contractor or Service Provider shall mean the successful bidder to whom
the contract has been awarded and with whom the RFP-accepting authority
signs the contract for rendering of goods and services.

- 2. Contract means the agreement entered into between the RFP-accepting Authority and the Bidder, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein; "Bidder- means a Government Organization / PSU / PSE / Private Limited Company or Limited Company in the field of software development under Indian Laws. The Contract Price means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations.
- The Product means all the Module(s) and Manuals/Documentations, which the Bidder is required to supply to the RFP-accepting Authority under the Contract;
- Services means design, development, documentation, hosting, implementation, training and transfer of the module as specified in the contract; and any other incidental services and other obligations of the Bidder covered under the Contract;
- RFP-accepting Authority means the official authorized in/by the NCTE to sign the contract
- 6. NCTE means National Council for Teacher Education

LOCATION FOR SUPPLY OF PRODUCT, SERVICES AND INSTALLATION

 Delivery, Installation of application software should be at the Sites/Locations at NCTE Head quarter i.e. NCTE, Hans Bhawan, Wing II, 1, Bahadur Shah Zafar Marg, New Delhi - 110 002, at the risk and cost of successful bidder.

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COST OF REQUEST FOR PROPOSAL DOCUMENT

RFP document may be down loaded from the website <u>www.ncte-india.org</u>. A
demand draft of ₹ 2000/- shall be attached with the RFP document.

SUBMISSION OF RFP

The RFP shall be submitted in the following manner: An envelope shall contain a covering letter along with demand draft of ₹ 2000/- as the application fee (non-refundable). Without the application fee the documents shall not be considered as RFP for bidding. It shall contain the EMD in the form of demand draft/pay order of ₹ 1,50,000 /- (if applicable or proof of exemption from payment of EMD has to be given).

Envelopes containing technical bid and financial bid separately shall be submitted in different covers. An envelope containing financial bid, technical bid, EMD and DD of ₹ 2000/- shall be submitted in a common cover.

NON TRANSFERABLE RFP

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Council.

QUALIFICATION CRITERION

- a. The vendor/service provider may be a Government Organization / PSU / limited Company in the field of software development under Indian Laws.
- b. The vendor/service provider should be in existence for minimum 5 years. The vendor/service provider should have a minimum turnover of at least Rs 3 Crore in total in the past three years (2011-12, 2012-13 and 2013-14) Balance Sheet and Profit and Loss Account for the past 5 years should be enclosed with the RFP.
- c. Should have executed/completed software development projects in Government and/or in Private sector in the last 5 years.

The adequate documentary proof for the above must be supplied at the time of bidding

OFFER VALIDITY PERIOD

RFP should remain valid for 90 days

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COMPLETENESS OF RFP OFFER

• The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Request for Proposal Document. Failure to furnish all information required by the Request for Proposal Document or submission of a RFP offer not substantially responsive in every respect to the Request for Proposal Documents will be at the Bidder's risk and may result in rejection of its RFP offer. The RFP offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the RFP document is not given therein, or if particulars asked for in the Forms / Performa in the RFP are not fully furnished.

SUBMISSION OF TWO BID SYSTEMS RFP

- The offer shall be in two separate parts. One Envelop containing Technical offer in duplicate and Financial offers in second envelop. These Two separate sealed envelopes containing the Technical and Financial offers separately should be enclosed together in a large envelop, sealed and superscripted with the RFP Reference Number, Name and address of the Bidder. RFP Offer without separate envelops for technical offer and financial offer will be rejected outright.
- All pages in technical and financial bid shall be numbered, stamped with the
 official company seal and duly signed by the authorized signatory.
- The bidders should use the formats prescribed by the Council for submitting both technical and financial bids.
- All two inside envelops should be separately sealed and stamped. The sealed envelopes must be super-scribed with the following information:
 - o Type of offer (Technical or Financial):
 - o RFP Reference Number:
 - Name and address of Bidder:
 - Date of submission of RFP Offer

ENVELOP-I (TECHNICAL OFFER)

- The technical offer shall be submitted.
- The technical bid should not contain any price information.
- The Technical offer should include all items asked for in Annexure-A.
- The Technical offer should be complete to indicate that all products and services asked for are quoted and should give all required information including technical brochure, manuals, technical specifications, data sheet of the quoted products in an organized and neat manner. No documents, brochures, leaflets, etc. should be submitted in loose form. (Submit hard copy and soft copy in CD)
- The technical specifications are the minimum requirements of the Council. The

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Bidder is at liberty to indicate higher specifications than the minimum level. The Council reserves the right to place order at the higher specifications offered by the Bidder.

- One RFP should contain only one product option.
- Any additional accessories, services for Hardware and Software which can
 be supplied should be included separately indicating their need/use. Those
 additional accessories, services which are essential for basic functional use of the
 equipment in the overall system should be marked as essential and others as
 optional.

EARNEST MONEY DEPOSIT

 Subject to compliance of Response Submission Process the intending bidders should pay along with bids an Earnest Money Deposit of ₹ 1,50,000/- (Rupees One Lakh fifty thousand only). The EMD shall be paid by Demand Draft in favour of Member Secretary, NCTE, New Delhi, payable at New Delhi. The EMD will not carry any interest.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his RFP before processing of the same.
- The bidder withdraws his RFP after processing but before acceptance of —Letter of appointment issued by Council.
- The selected bidder withdraws his RFP before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this RFP specification.

The EMD will be refunded to:

- The successful bidder, 3 months after successful Go Live of the solution.
- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value.
- The unsuccessful bidders, only after acceptance of the —Letter of Appointment|| by the selected bidder.

ENVELOP-II (FINANCIAL OFFER)

- Financial Offer as per Annexure -B shall be submitted.
- It should give all relevant price information and should not contradict the Technical Offer in any manner.
- The prices quoted in the financial bid should be without any conditions.

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- The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or financial bids submitted.
- The price schedule must be filled in completely, without any error, erasures or alterations.
- Bidder should quote only all-inclusive Price inclusive of Supply, Installation, commissioning, Transportation, Forwarding, Insurance, Training, Warranty, taxes and duties etc except Octroi.
- The financial offer shall be on a fixed price basis, inclusive of all taxes, no price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.
- Price quotation accompanied by vague and conditional expression such as subject to immediate acceptance subject to confirmation before sales etc will be treated as being at variance and shall be liable for rejection.
- The envelop consisting of Financial Offer shall be marked as Envelop"
- Prices quoted will be firm for the entire period of Contract. All prices to be quoted in Indian Rupees, and must clearly state all applicable taxes which must be included in quoted price.
- It is the responsibility of the Bidder to clearly identify all costs associated with
 any item or series of items in this RFP. The Bidder must include and complete all
 parts of the cost Proposal in a clear and accurate manner. Omissions,
 errors, misrepresentations, or inadequate details in the Bidder's cost proposal
 will be considered as valid ground for rejection of the Bidder's proposal. Costs
 that are not clearly identified will be borne by the Bidder.
- Bidder should indicate separately the cost of additional accessories, services of essential and optional nature.
- The financial offer should include incidental charges and customization charges if any.

AUTHORISED SIGNATORY

 The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Council, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a

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certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy, to discuss, sign agreements / contracts with the Council. The bidder shall furnish proof of signature identification for above purposes as required by the Council.

ONLY ONE SUBMISSION PERMITTED

• Only one submission of response to RFP by each Bidder will be permitted. All submissions, including any Banking documents, will become the property of Council. Recipients shall be deemed to license, and grant all rights to, Council to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

SUBMISSION OF RFP OFFER

- Sealed RFP offers shall be received by the —Member Secretary, NCTE, New Delhi, at the address specified not later than the time and date specified in the invitation of RFP offer. In the event of the specified date for the submission of RFP offers being declared a holiday, the offers will be received up to the appointed time on the next working day.
- RFP Offer submitted without Application Fee, sent by fax or e-mail will not be considered for evaluation. No RFP Offer received late will be considered.

OPENING OF RFP OFFER

- RFP offers received within the prescribed closing date and time will be opened in the presence of bidders' authorized representatives who choose to attend the opening of the RFP on the specified date and time as mentioned in the Request for Proposal Document.
- The bidders' authorized representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for verification.

PRELIMINARY SCRUTINY

• The Council will determine the responsiveness of each offer to the Request for Proposal Document. For purpose of this clause, a responsive bid is one which confirms to all the terms and conditions of the Request for Proposal Document without any material deviations. The material deviations are defined as non production of evidence of eligibility under the stipulated criterion as given above. The Council's determination of an offer's responsiveness shall be based on the

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- contents of the RFP offer itself without recourses to extrinsic evidence.
- An RFP offer determined as not responsive will be rejected by the Council and the financial bid for such Bidder will not be opened.
- The Council shall reserve the rights to allow any Bidder to clarify/furnish further documentation which does not alter the RFP.

CLARIFICATION OF OFFER

• To assist in the scrutiny, evaluation and comparison of offer, the Council may, at its discretion, ask some or all Bidders for technical clarification of their offer. The request for such clarification and the response shall be in writing. To speed up the response process, the Council, at its discretion, may ask for any technical clarification to be submitted by means of facsimile/scanned copy through email by the Bidder. In such cases, original copy of the document describing the technical clarification must be sent to the Council by means of courier / in person.

SHORT LISTING OF BIDDERS

 The Council will short list technically qualifying Bidders and financial bid of only these Bidders will be opened.

Opening of financial bid and determination of successful bidder

- The Council will evaluate the financial bid of Bidders previously shortlisted and determined to be substantially responsive.
- After opening of the financial offers of the short-listed Bidders, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

AWARD CRITERIA

- Contract will be awarded to the Bidder whose technical proposal is responsive and financial offer has been determined to be lowest evaluated offer.
- Council however reserves the right not to accept the lowest financial proposal without assigning any reason to the bidder.

OTHER RIGHTS OF COUNCIL

- The Council reserves the right to vary specifications during the period of bidder's engagement with the Council.
- NCTE reserves the right to make any changes in the terms and conditions of

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the RFP.

 NCTE will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

CORRUPT AND FRAUDULENT PRACTICES

 The Council will reject a proposal for award if it determines that Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The bidder is liable to be blacklisted in such an event.

SIGNING OF CONTRACT AGREEMENT

• The contract agreement will be signed within two weeks of award of the contract failing which. NCTE reserves the right to take appropriate decision.

TERMS AND CONDITIONS OF CONTRACT

PAYMENT TERMS

- No advance payment shall be made to the bidder.
- TDS shall be deducted on all the payments made to the bidder on the rates as specified by GOI.
- Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.

Payment schedule:

For the component of the design, development, training and implementation of the module along with launching of new website

	TASK	PAYMENT	PERIOD
1	Initial amount after acceptance of SRS (Software Requirement Specification)	10%	
2.	Demonstration of working and functional module - eRegulation 10%, Website 10%	20%	60 days from the date of award of contract
3.	Testing of functional module after changes	20%	15 days from item 1
4.	User Acceptance Testing	20%	15 days from item 2
5.	Go Live	20%	5 days from item 3
6.	Balance on one year successful implementation of the solution	10%	
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2. Payment for AMC:

AMC will commence from the completion of one year from the date of implementation (order of Go Live) of the project

AMC will be payable only on quarterly basis @25% on production of the invoice subject to satisfactory fulfillment of terms and conditions of AMC.

In all above phases, the payments shall be made against bill and satisfaction of the Council.

LIQUIDATED DAMAGES

For any delay in Implementation and Commissioning of the project, the NCTE will charge penalty as under:

1% of the component cost per week or part thereof, subject to the cost not exceeding 10% of the total cost.

TERMS AND CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT (AMC)

- · A Service Level Agreement (SLA) will be drawn up between the successful bidder and the Council to establish the responsibilities of each party with regard to the AMC.
- Each and every call will be attended by competent staff of the Bidder immediately on its notification either on phone or in writing. Undue delay is liable to attract reasonable penalty as determined by the Council.
- Record of all notifications and action taken to resolve the issues raised shall be maintained by the bidder.
- A monthly meeting shall be held with the competent authority in the Council and the bidder to resolve the issues arising out of the implementation of the project. This shall also be a review meeting of the project.
- Minor changes (if required) in the module shall be a part of the AMC.

CANCELLATION OF CONTRACT AND COPMENSATION

- The Council reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Council on the following circumstances:
- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

- After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Council reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to bear the additional expenditure, which the Council may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- The Council reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- The Council shall be entitled and it shall be lawful on bidders part to forfeit the amount of Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfillment or performance of the contract under reference in all respects satisfaction of the Council. The Council shall be entitled to deduct from the amount of Performance Bank Guarantee any loss or damage which the Council may suffer or be put by any reason of or due to any act or other default recoverable by the Council from the contract. The losses recoverable by the Council from the Performance Bank Guarantee shall include all losses incurred by the Council during the period of engagement on account of failure of bidder to carry out responsibilities or delay in doing so by the contractor as per stipulations of the contract. The Performance Bank Guarantee will be returned to the contractor without any interest on performance and completion of the contract.

ASSIGNMENT

 Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Council.

SUBCONTRACTING

 The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Council.

APPLICABLE LAW AND JURIDICTION OF COURT

 The Contract with the selected bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

NO LEGAL RELATIONSHIP

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• No binding legal relationship will exist between any of the Recipients / Vendor/service providers and Council until execution of a contractual agreement.

ANNEXURES TO THE RFPS

The RFP comprises of following schedules / Annexure:

Annexure-A	Technical Bid
Annexure-B	Financial Bid
Annexure-C	RFP Offer Form
Annexure-D	Bidder Authorization Letter
Annexure-E	Self-Declaration (Notarized Affidavit)
Annexure-F	Details Of Bidder
Annexure-G	Details Of Manpower Exclusively Associated With This Project (to be submitted after award of contract.)
Annexure-H	Performance Statement
Annexure-I	Contract Form
Annexure-J	Performance Security Form
Annexure-K	Locations of NCTE Offices
Annexure-L	Service Level Agreement
Annexure-M	Non Disclosure Agreement
Annexure-N	Indicative flow of Activities in NCTE

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SPECIFICATIONS FOR TECHNICAL OFFER (TECHNICAL BID FORM) (Annexure A)

S.No.	General Compliance	Complied (Yes/No)	Remarks
(1)	The Solution should be browser based		
1	The system should be platform independent and should support both Linux and Windows platforms. It should support both these platforms with or without virtualization.		
2	The proposed solution should have the Software product available as per open source standards		
3	The proposed solution should support open, scalable, Multi-tier architecture with each tier being fully independent having support for clustering		
4	The proposed solution should support open, scalable, Multi-tier architecture with each tier being fully independent having support for clustering		
5	The Solution server (software server) should have been built using open source technologies		
(11)	Security & User Management		
1	The Solution shall support definition of Users, Groups and Roles relation in the system.		
2	The Solution shall have a facility to define password policy with extensive password validations like passwords must be of minimum 8 characters, shall be alphanumeric, locking of user-id after three un-successful attempts, password expiry, password history so that passwords are not same as previous passwords etc. Session expiry provision is also to be made.		
(111)	Administration		
1	The solution shall support browser-based administration module for the complete management of system.		
2	The Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password and session expiries		
3	The Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions		
(IV)	Reports and Audit Trails Features		



1	The system shall support extensive reporting facility at document, folder and user level and also generate need based customised reports. All inbuilt reports available in the system shall be specified. Effort estimates for new Custom reports to be designed must be provided.	
2	The proposed solution should be capable of providing the system logs.	
(V)	Reminders and Alerts	
1	The system should have the capability to set automatic reminders and alerts to concerned users.	
(VI)	Integration and Web Services	
1	Should be based on open standards and have API (Application Programming Interface) support for data import & export.	
2	The System shall support integration based on standards such as XML, JSON	
3	The System shall support message-based collaboration on protocols such as HTTP, FTP and SMTP.	
4	The System shall support integration with Email Servers.	
5	The System shall provide fully functional APIs for Integration	
6	The System shall support Web based interfaces.	
7	The Website must be responsive and cross browser compatible. Website must have CMS (content Management system) for management of the same.	



ANNEXURE-B

PRICE SCHEDULE (PS)

RFP Reference:

Last date and time for submission of RFP:

The Member Secretary,

NCTE.

Hans Bhawan, Wing II, 1, Bahadur Shah Zafar Marg,

New Delhi-110002

SUBJECT: REQUEST FOR PROPOSAL DOCUMENT FOR PARTICIPATION IN THE RFP PROCESS FOR REGULATORY FUNCTION SOLUTION AND DESIGN AND DEVELOPMENT OF WEBSITE (HOSTING OPTIONAL) UNDER E-GOVERNANCE

That we/the undersigned agency is equipped with adequate hardware/software and other facilities required for providing services and our establishment is open for inspection by the representatives of NCTE

We hereby offer to provide Services at the prices and rates mentioned in the financial bid (as per financial template).

We do hereby undertake, that,

In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the RFP terms and conditions to the Bid and that we shall perform the entire incidental services.

The prices quoted are inclusive of all charges inclusive of traveling, hardware/software/manpower etc. for providing the desired services.

We agree to abide by our offer of period of 90 days from the date fixed for opening of the RFPs and what we shall remain bound by a communication within that time.

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

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Financial Bid

ANNEXURE-B

S. No.	Item description	Basic Rate	Taxes as applicable in (%)	Taxes as Amount	Total
1	Design, development and implementation and maintenance for one year of eRegulation software and website up to Go Live				
2.	AMC for first year				
	AMC for second year				
3.	Hosting of Solution and website per annum			, -	
Grand Total					

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Note:

- The financial bid scrutiny for evaluation of the bid will be based on the GRAND TOTAL of all schedules extension in the period of AMC.
- 2. In case of extension in the differential cost will be paid to the bidder for the extended contract period.
- All the costs should be quoted in Indian Rupees and should be fixed on lump-sum basis, no escalation of cost will be allowed under any circumstances.
- NCTE shall not pay separately any specific statutory taxes / service charges to any authority.
- 5. No hidden charges will be allowed, if any.
- 6. Bills should be raised in the name of and will be paid by the Competent Authority, as specified

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation of the project at site.

Dated:	Signature:	
Name of Agency:		
Company Seal		Full Address:

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ANNEXURE-C
RFP OFFER FORM
Date:
RFP Reference No.: File No.
То
The Member Secretary,
Member Secretary, NCTE, Hans Bhawan, Wing II, 1, Bahadur Shah Zafar Marg, New Delhi - 110 002.
SUBJECT:RFP DOCUMENT FOR PARTICIPATION IN THE RFP PROCESS FOR REGULATORY FUNCTIONS SOLUTION AND DESIGN AND DEVELOPMENT OF WEBSITE (HOSTING OPTIONAL)
Gentlemen:
Having examined the Request for Proposal Documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Bidder as mentioned in the Scope
I/We declare that we are an established service Provider in the area of IT service Provider under the name and style of
We declare that we are equipped with adequate machinery/technology for providing the services as per the parameters laid down in the Request for Proposal Document and we are prepared for live demonstration of our capability and preparedness before the representatives of the NCTE.
I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for executing this work.
I/ we undertake, in the event of acceptance of our bid, the services shall be provided as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services.
If our Bid is accepted we shall submit the performance guarantee of bank as specified in the Request for Proposal Document for the due performance of the Contract during the Contract period at the NCTE Office.
I / We agree to abide by this Bid for the period of 90 days after the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
We understand that you are not bound to accept the lowest or any offer you may receive.
We agree to the terms and conditions mentioned in the Request for Proposal Document.
Dated this day of Signature:

Biff

(In the Capacity of:)

Duly authorized to sign the RFP offer for and on behalf of

Encl.: - Envelope-1

Covering letter + DD ₹ 2000/- as the application fee (Non- refundable)

Envelop I Technical Bid, Envelop II Financial bid and common envelop containing both envelop I, envelop II EMD of Rs. 1.5 lakh, Rs. 2000/- RFP document fee and covering letter EMD in the form of DD of One Lakh and fifty thousand or proof of exemption from payment of EMD.

- 1. RFP offer
- 2. Bidder Authorization Letter
- 3. Self Declaration for unblemished record

Details of Bidder

- 4. Performance statement along with necessary Documents
- VAT Registration Certificate along with VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1St August, 2013.
- 6. Downloaded RFP Document where all the annexures are completely filled and every page of the Request for Proposal Document including annexures, duly signed and stamped with the authorized company seal.
- Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- 8. Copy of the PAN Card
- 9. Proof in support of having experience of minimum of 3 years of existence in the field of implementation, maintenance of DR and IT related activities as on 1st May, 2014. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- 10. Proof in support of experience in implementation, maintenance of DR and development of software and providing IT related services to the Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted
- 11. Proof in support of minimum 3 clients (present and / or past) who are Public Sector Organizations / Corporations with total order volume of Rs 3 cr for last 3 years out of which Rs. 2.4 Crore should have been generated from S/W development work only (Scope of Work of this RFP). Proof for the above should be submitted along with the RFP. Client work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted.
- 12. Proof in support of proven track record of having successfully provided on-going training, maintenance of and handholding support for its developed applications.
- 13. Proof in support of prominent presence in NCT of Delhi.

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- Technical proposal
- 15. Hardware resources proposed for deployment.
- Problem Escalation Mechanism with name, designation and contact details at each level up to the level of CEO
- 17. Proposed Quality Plan.
- 18. Proposed Software Change Management Methodology.
- 19. Proposed Methodology to complete this project.
- Details regarding proposed infrastructure for desired services.
- 21. Details regarding miscellaneous / Add-on technical services.
- 22. There should be audited financial statements copies for past three years i.e. (2011-12, 2012-13 and 2013-14).
- 23. The firm must have sufficient number of technical qualified software developers etc and should have a prior experience in providing IT infrastructure maintenance services. The vendor must have expert manpower for Seibel database (should be supported by necessary certificate)
- 24. Bidder should provide an outline of recent experience of programs and projects undertaken of same size and nature.

(D) Envelope-4 (Earnest Money Deposit, EMD)

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BIDDER AUTHORIZATION LETTER

The Member Secretary NCTE New Delhi-110002

Subject: Bidder Authorization Letter- regarding participation in the RFP process for regulatory functions solution and design and development of website (hosting optional) under E-Governance project of NCTE

Madam,	10 New 2007 1 200	
I, Sh./Smt./Ms	(Name of the person),	(Designation
of the	(Name of the concern) hav	ing been awarded
under E-Governance project	(Name of the concern) have rticipation in the RFP process for regulatory of NCTE vide NCTE order No.	lated
hereby authorize Sh./Smt./N	As. as the single	contact point for
dealing with all requirements	s on the above said project on regular basis. Hi	s complete details
and contacts are given below:	:	
Name of the Person: Sh./Smt.	./Ms	
Phone Numbers:		
(i) Landline Num	bers: a)b)	
(ii) Mobile Number	ers: a)b)	
(iii) E-mail IDs:	a)b)	
Permanent postal address for	communication:	
All assignments of NCTE	shall be carried out on behalf of the contractor within time and up to your satisfaction. The	r by Sh./Smt./Ms
for delay in fulfilling the com	nmitment on part of the contractor as 1% of the cost to the cost not exceeding 10% of the total cost.	omponent cost per
Yours faithfully,		
Name of the Contractor		
Signature	•	
Seal of the Organization	Birl _	

ANNEXURE-E
SELF-DECLARATION (NOTARIZED AFFIDAVIT OF RS 100)
D. A. S.
Ref Date: -
Γο,
The Member Secretary,
NCTE, Member Secretary, NCTE, Hans Bhawan, Wing II, 1, Bahadur Shah Zafar Marg,
New Delhi
110001.
In response to the RFP No
I/ We M/s (Name of the Company) are not blacklisted in any Department of Government of India or any State Government
We further undertake that our company (Name of Bidder) having office are also not blacklisted in any Department of Government of India or any State Government
I/We hereby declare that there are no pending cases against M/s
(Name & Address of Bidder) with Department of Government of India or any State Government or any other court of law
I/We hereby declare that Bidder's company or Director/Owner of the company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean(Economical & Criminal) as on 15 st January, 2015
Name of the Bidder: -
Signature: -
Saal of the Organization:

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DETAIL	SOF	BIDDER

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

referenced to the relevant question.	
General Profile of the Company/Firm:-	
Name and Address of the Company / Firm With Telephone Nos., Fax, E-mail and Website	
Date of Incorporation	
Offices situated at different locations	
Infrastructure facilities	
Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)	
Profile of Management	
Service Tax Registration Number	
VAT Registration Number	
PAN No.	
Premises / space available in square feet	
Details of Manpower:-	
Technical Personnel available:	
Number of Computer Programmers/ Software Engineers	1
Number of Supervisors:	
Number of Managers:	

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	Name of the Certificate	Certified By	Year of getting Certification	Whether Certificate is valid as on date
ward	ls for products/Serv	vices, if any:		
				Field of Award S/W development Consultancy etc.)
Name.	, address and Teleph all References shall	one Number [Of be made regard	fice, Residence, Mobing this RFP:	ile] of the Contact Person to
Telenl	hone: Office -	Resid	lence -	
Гетер	Mobile -	Fax 1	No.:	E-mail:
Place:	•		Sign	nature:
Date:			Nan	ne:
Date.				Company Seal
N T				
Note:		37 38-31-27 82	to disqualification of	24 1.14

Quality Certificate, if any:

	ubmitted by the successful bi			
DETA	ILS OF MANPOWER EXCI	USIVELY ASSOCIATED V	VITH THIS	PROJECT
To be	furnished on a separate sheet	for each employee)		
NAME	OF THE FIRM:			
	of the staff and Designation:-			
. 50 1 1	Birth:-			
	ional Qualification :-			
	in the firm from :- Salary :-			
	is employment record :-			
	is omproviment record (
Sr. No	Organization	From	to	Total Salary
1				
2				
3				
4				
Det	ails of Key assignments hand	ed in the past three years		
	Organization	Month & Year	Details of assignmendone	
1				
2				
3				
4				
ate:		Name of the Bid	der: -	
lace: -		Signature	e: -	
		Seal of the Orga	nisation	
ote:-N	To change of any kind should	be made in this format. In	-adequate i	information

								XURE-H
					PERF	ORMANO	CE STA	FEMENT
3id N	lo			Date of	opening		• • • • • • • • • • • • • • • • • • • •	
Jame	of the Firm							
Detai	ils of Past Contr	act simila	r to this	Contract (for a period	of last Five	e years)	, ,
s.N.	Name and Address of the client with Tel. No. Contact Person and Contact Number Nature of Job Sites Total Value of the Contract (In Rs.)	Value of			Penalty imposed by clients if any			
5.11		As per Contract	Actual					
(Sen	arate pages may	be taken to	elaborat	e the proje	cts undertak	en).	~~	
NT 4	e: - Please encimonial given by	loce Worl	-orders	along with	h Completi	on Certifi	cates /	Client's
Date	:			Name	of the Bidd	er: -		
	e:			Signat				
				Seal of	f the Organi	sation: -		

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		ANNEXURE-I
		CONTRACT FORM (CF)
AGREEMENT MADE this	day	of Two thousand
Thirteen	Between	
Contractor") of the one part and the	Mamban Canatami, N	(hereinafter called "the
AND AND ADDRESS OF THE PARTY OF	THE TAX TO STREET AND THE TAX TO SEE	contain again that the total case of the case
		iding Total solution for Regulatory
Function Solution and design and d Governance project of NCTE (here		
terms and conditions mentioned in		
		e RFP inviting Authority the sum of
Rs.5 Lacs (Rupees F		
NOW IT IS HEREBY AGREED be		
The contractor has accepted the co	ontract on the terms an	d conditions set out in the RFP
notice no dated	d as wel	Il in the acceptance of RFP no.
dated	, which shall hold goo	d during period of this agreement.
Upon breach by the contractor of	any of the conditions	of the agreement, the RFP
inviting		श्तकः ।
Authority may issue a notice in wri	ting, determine and put	an end to this agreement without
prejudice to the right of the NCTE to	to claim damages for ar	ntecedent breaches thereof on the
part of the contractor and also to refailure of the contractor to fulfill to		fied in writing by the RFP inviting
Authority which certificate shall be	conclusive evidence of	f the amount of such compensation
Upon the determination of this agre		
deposit shall after the expiration of	months fr	om the date of such determination
be returned to the contractor but win	thout interest and after	deducting there from any sum due
by the contractor to the Governmen		
This agreement shall remain in force	e until the expiry of 48	months from the date of entering
into the contract but the RFP invitir		
giving		20
one months notice in writing withou		
may be extended for a further period	d by mutual consent as	specified in such extension.
The RFP inviting Authority may give	ve notices in connection	n with the contract.
In consideration of the payments to	o be made by the RFP	inviting Authority to the Bidder as
hereinafter mentioned the Bidder he	ereby covenants with th	e RFP inviting Authority to provide
the Services and to remedy defects	therein conformity in a	ll respects with the provisions of
the Contract.	50	

The RFP inviting Authority hereby covenants to pay the Bidder in consideration of provision of the Services and the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. If subject to circumstances beyond control (Force Majeure) the contractor fails to deliver the services in accordance with the conditions mentioned in the RFP, the RFP inviting Authority shall be entitled to render services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without canceling the contract or to cancel the contract. In the event of action to be taken, the contractor shall be liable for any losses, which the RFP inviting Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose. CONTRACTOR Member Secretary, NCTE Witnesses 1 2

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THIS IS BANK GUARANTEE

	ANNEXURE-J
	PERFORMANCE SECURITY FORM (PSF)
To:	
(Name of Indenter)	
WHEREAS Bidder) hereinafter called	"the Bidder " has undertaken Contract
No.	dated, 2015 to render services
hereinafter called "the Contract".	=
furnish you with a bank Guarante	bulated by you in the said Contract that the Bidder shall bee by a recognized bank for the sum specified therein as Bidder's performance obligations in accordance with the
AND WHEREAS we have agreed	to give the Bidder a guarantee:
the Bidder, up to a total ofin Words and Figures) and we	that we are Guarantors and responsible to you, on behalf of (Amount of the guarantee undertake to pay you, upon your first written demand ult under the contract and without cavil or argument, any
sum or sums within the limit of	as aforesaid, without your
	grounds or reasons for your demand or the sum specified
This guarantee is valid until the	day of 20
Signature and Seal of Guarantors	
Date	
Address:	.4

		ANNEXURE- K
		LOCATION OF NCTE OFFICES
	Offices of NCTE	Location
1	Head Office	NCTE, Hans Bhawan, Wing II, 1, Bahadur Shah Zafar Marg, New Delhi - 110 002.
2	Eastern	Eastern Regional Committee (NCTE), 15, Neel Kanth Nagar, Nayapalli, Bhubaneshwar - 751 012, Orissa.
3	Northern	Northern Regional Committee (NCTE), 20/198, Kaveri Path, Mansarover Nagar, Near Mansarover Stadium, Mansarover, Jaipur - 302020.
4	Southern	Southern Regional Committee (NCTE), Jnana Bharathi Campus Road, Nagarabhavi, Opp. National Law School, Bangalore - 560 072
5	Western	Western Regional Committee (NCTE), Manas Bhawan, Shyamla Hills, Bhopal - 462002, Madhya Pradesh.

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Service Level Agreement (SLA) between NCTE and the Contractor

General conditions:

- a) NCTE shall not provide the resources (hardware, software and manpower) for designing and development of the module(s). The Contractor shall use legal/licensed software's.
- b) Designated NCTE officials will be liaising with the Contractor during the entire period of involvement of the Contractor.
- c) The module/database should be capable of modifications/ additionalities.
- d) The Contractor must provide comprehensive technical support 24x7 after development of the module during the period of contract.
- e) The Contractor shall include a quantity and description of every item to be required by NCTE to implement and maintain the module at least one year before its transfer to NCTE. The contractor has to list out the infrastructure (hardware, software and manpower etc.) required by NCTE to maintain the solution on its own prior to transferring the solution.
- f) The Contractor shall survey and specify the minimum hardware, network and software requirements at the client site for implementation of the module.
- g) Requisite permissions from various authorities shall be the sole responsibility of the Contractor
- h) The Contractor shall not outsource the entire project or part of it to any other third party

System Documentation including SRS

The selected Contractor shall provide complete documentation of the following: System Requirement Specification documents (SRS)

a. Administrator's Technical Manual:

This manual shall provide a detailed description of:

- a) Module design and module Architecture
- b) Details of database including database design and objects
- c) System flow and system diagrams
- d) Application development platform

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e) Fully functional, detailed and latest version of the source code of the module

f) Any other details required by the NCTE officials for smooth transfer and handling of the module by NCTE

b. Operator Manual:

This manual shall provide a detailed, simple operational description of all the components of the software and shall include the application flow showing the various operating instructions.

c. Installation Manual and Documentation:

The installation manual shall consist of a printed section that describes the proper installation procedures for

- Hardware installation
- System software
- Application software.

This manual shall include clear illustrations of the system:-

- a) Database recovery Manual and Documentation: This manual shall describe detailed procedures to recover the database in case of failure.
- b) Module Transfer mechanism: This documentation shall describe detailed procedures to transfer the module from the Contractor to NCTE site.
- c) On-line Help:
 - a. Every option in the software/module should have context sensitive help available for the user while the software is in use. Manuals shall address the issue of alternate solutions

Location for Supply of Product, Services and Installation

Delivery, Installation of application software should be at the NCTE Hqrs New Delhi and its Regional Offices located at Jaipur, Bhopal, Bangalore and Bhubaneswar at the risk and cost of successful Contractor.

Non Transferable RFP

· Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Contractor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Council.

NON-DISCLOSURE AGREEMENT (ON ₹ 50/- STAMP PAPER, TO BE COUNTER SIGNED BY THE OATH COMMISSIONER)

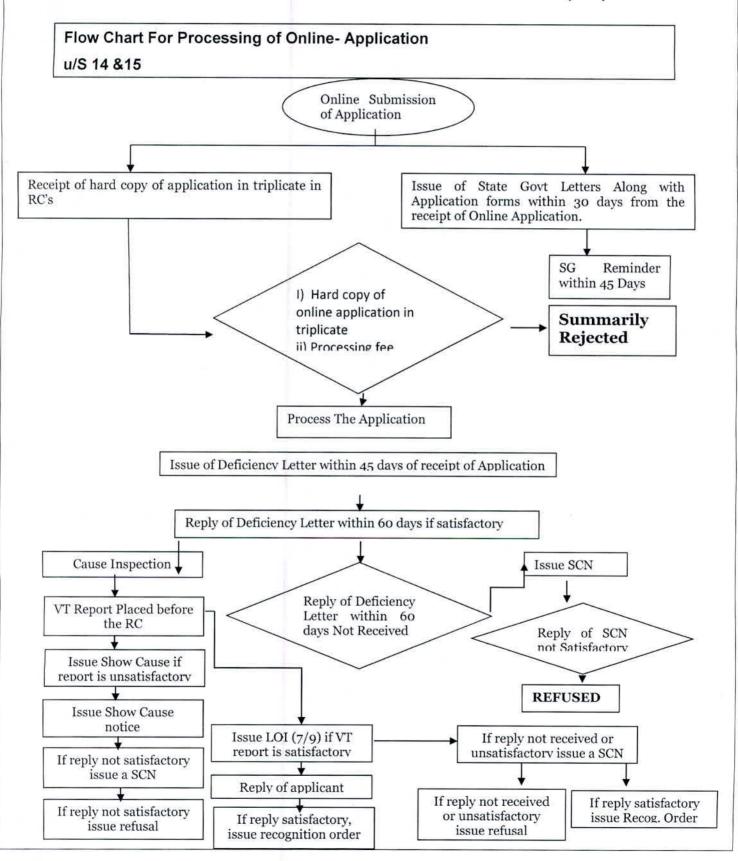
After having been awarded the contract by NCTE for implementation of E-Governance in NCTE vide NCTE'S Letter of Appointment dated it is assured that the bidder/contract shall abide by all terms and conditions mentioned in the offer of appointment and also maintain confidentiality in matters connected therewith by not sharing the same with any persons/companies/concern at any point of time during the period of its contract and also after successful transfer of project to the NCTE. Any breach of trust on part of the contract is liable to cancellation of the contract.

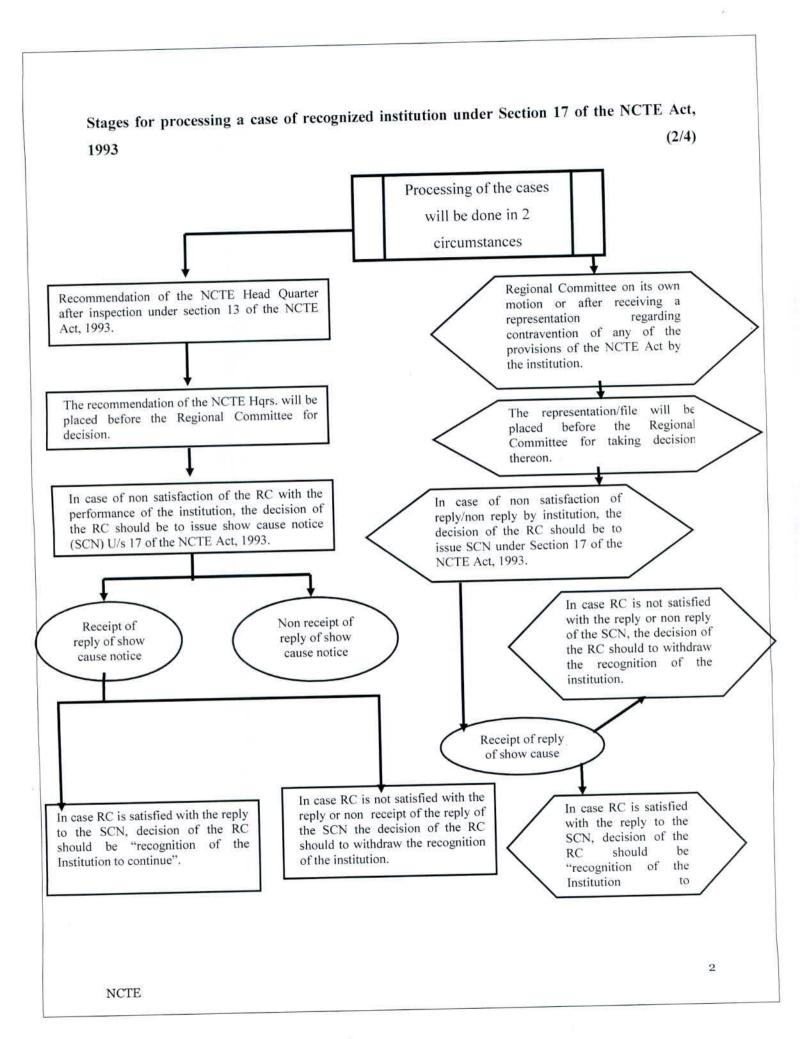
Signed by authorized signatory of the contractor

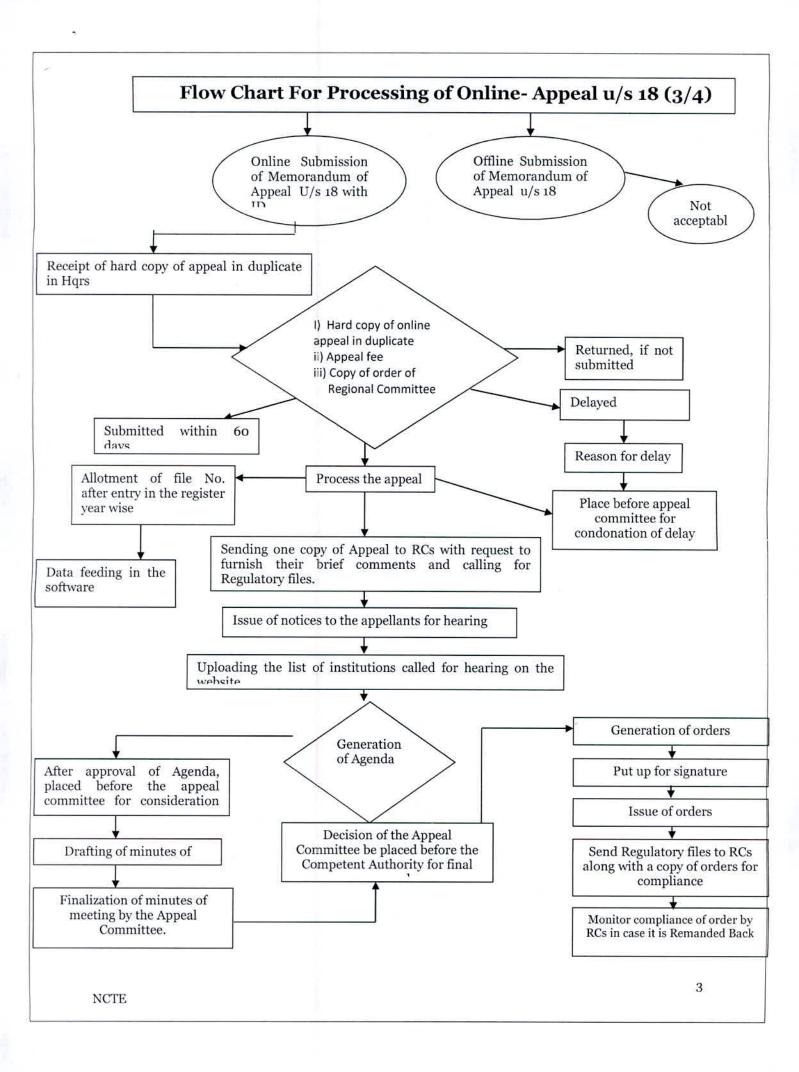
Signature of the Oath Commissioner

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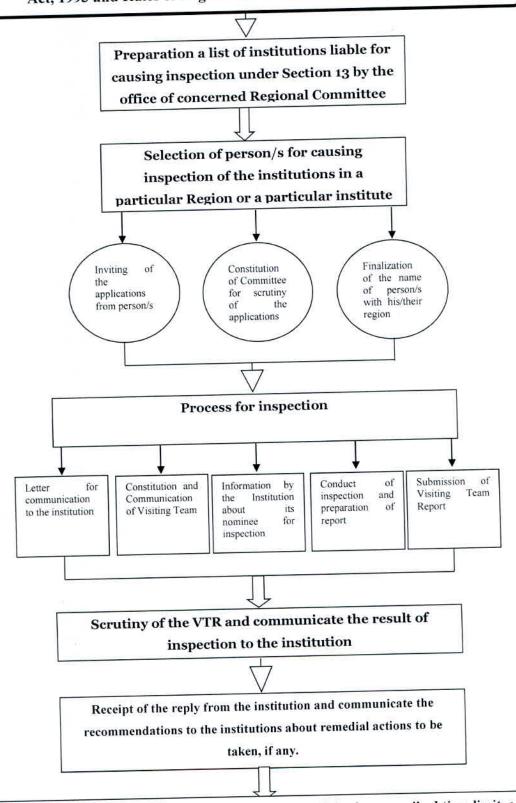
Annexure- N- Indicative Flow of activities in NCTE (1/4)







Stages for processing a case of recognized institution under Section 13 of the NCTE Act, 1993 and Rules & Regulations made there under (4/4)



In cases, where the institution has not take remedial actions within the prescribed time limit, a communication to the concerned Regional Committee for initiating action under Section 17 of the NCTE Act, 1993 as the same is in contravention of the provisions of the NCTE Act, Rules, Regulations and orders made or issued there under.