



राष्ट्रीय मुक्त विद्यालयी शिक्षा संस्थान NATIONAL INSTITUTE OF OPEN SCHOOLING

आईएसओ 9001 : 2008 प्रमाणित / ISO 9001 : 2008 CERTIFIED

(स्कूल शिक्षा और साक्षरता विभाग, शि.मं., भारत सरकार के अंतर्गत एक स्वायत्त संस्था)

(An Autonomous Institution Under Deptt. of School Education and Literacy, M.oE., Govt. of India)

F.No.121-1/2019/CD/CSC

18.08.2023

TENDER FOR DEVELOPING AND MANAGING STUDENT DATA MANAGEMENT INFORMATION SYSTEM (SDMIS) FOR THE NIOS LEARNERS

The National Institute of Open Schooling (NIOS) provides several Vocational, Life Enrichment and community-oriented courses besides General and Academic Courses at the Secondary and Senior Secondary levels. It also offers Elementary level Courses through its Open Basic Education Programmes (OBE). The NIOS requires an online registration system for students to provide flexibility in registration and payment from various micro services to examination fee.

Sealed tenders are invited from the firms/ companies/ organizations owned or established by Central/State Government for developing and managing student data management information system (SDMIS) – Student Portal for the NIOS learners in National Institute of Open Schooling (NIOS), A-24-25, Institutional Area, Sector-62, NOIDA for a period of 1 (one) year which may further be extended upto two more years subject to satisfactory performance for the services provided by the Agency/Firm and mutual consent of both the parties on year to year basis.

The NIOS reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject the tender without giving any notice or assigning any reason. The decision of the Chairperson, NIOS in this regard shall be final and binding on all.

Secretary
NIOS

(IMPORTANT DATES AND TIME)

Published Date	18.08.2023
Bid Document Download / Sale Start Date	18.08.2023
Clarification Start Date & Time	21.08.2023 AT 10.00 AM
Clarification Closing Date & Time	08.09.2023 AT 4.00 PM
Bid Submission Start Date & Time	11.09.2023 AT 9.00 AM
Bid Submission End Date & Time	11.09.2023 AT 2.30 PM
Bid Opening Date & Time	11.09.2023 AT 3.00 PM
Duration of Contract	The period of contract shall be initially for the period of one year which will be extendable on year to year basis upto two more years, subject to satisfactory performance for the services provided by the Agency/Firm
Tentative date & time for opening of Financial Bid of eligible tenderers	Date will be intimated through email/ speed post or telephone message.
Validity of Bid from the date of opening of Technical Bid	90 days

TENDER FOR DEVELOPING AND MANAGING STUDENT DATA MANAGEMENT INFORMATION SYSTEM (SDMIS) FOR THE NIOS LEARNERS

The Tenderer must read carefully all the terms, conditions and specification before filling up the tender schedule and the financial bid. The tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderer who are confident of executing the contract in time need only participate in this tender.

GENERAL TERMS AND CONDITIONS

The Tenderer must quote the lowest rates for undertaking the work for developing and managing student data management information system (SDMIS) – Student Portal for the NIOS learners in National Institute of Open Schooling (NIOS), A-24-25, Institutional Area, Sector-62, NOIDA on the enclosed prescribed tender proforma of **Technical Bid (Annexure-I)** and **Financial Bid(Annexure-II)** duly filled and sealed in two separate envelopes superscribed as **“Tender for for developing and managing student data management information system (SDMIS) – Student Portal for the NIOS learners in National Institute of Open Schooling (NIOS), A-24-25, Institutional Area, Sector-62, NOIDA”** and put together **Technical bid and Financial bid** envelopes in a one big envelop. The Technical bid should accompany requisite **EMD of Rs.5,00,000/- (Rupees Five lakh only) by way of Demand Draft in favour of “Secretary, NIOS payable at NOIDA** and should be submitted in the tender box kept for the purpose in NIOS Hqrs., A-24/25, Institutional Area, Sector– 62, NOIDA by (Date) 11.09.2023 at 14.30 Hours. Technical bids will be opened at 15.00 Hours on 11.09.2023 in the presence of the representatives of the bidders, if any, available at the time of opening of the Technical Bid. The Financial Bids of only those bidders who will qualify in the Technical Bid will be opened, for which date, time and venue will be intimated over phone/e-mail to the Company.

1. The Tenderer should be firms/ companies/ organizations owned or established by Central/State Government.
2. The bidder must quote rates only in the enclosed Financial Bid Performa.
3. The tender shall be valid for 90 days from date of opening of Financial Bid.
4. The Earnest money must be in the form of Demand Draft only drawn in favour of **“The Secretary, NIOS payable at NOIDA.**
5. Tender not on the prescribed proforma (attached) without requisite EMD and received after the closing date/time of tenders shall be summarily rejected.
6. While opening the tenders, the envelope containing Technical Bid shall be opened first and the same shall be examined by a duly constituted Committee of the NIOS. Financial Bids of only those Tenderers who qualify in the Technical Bid will be opened at a later stage for which the Tenderer shall be informed over phone about the date, time and venue of the opening of Financial Bids. No tender without Earnest Money Deposit (EMD) will be entertained.
7. Canvassing in any form will be viewed seriously and if any bidder found to be resorting to such practice, the tender of such Company will be rejected. Conditional Tenders will also not be considered and rejected.
8. In case of any clarification is required, the bidder may seek the same from the Computer Division before submitting the tender *i.e.* prior to 11.09.2023 at 2.30pm. Any request /clarification after the last date and time for submission of tenders will not be entertained.
9. The National Institute of Open Schooling (NIOS) reserves the right to reject any or all tender(s) without assigning any reason.

OTHER CONDITIONS:

The NIOS requires an online registration system for students to provide flexibility in registration and payment from various micro services to examination fee. The system shall have the following:

- Choice of subject: The learner can choose subjects of his/her choice from the given list keeping in view the passing criteria.
- Admission: The learner can take admission online under various streams or through Study Centre, Facilitation Centre and Regional Centres for the Secondary and Senior Secondary Education Courses.
- Examination: Public Examination is held twice a year. Nine examination chances are offered to the learners in five years. A learner can take any examination during this period as and when he/she is well prepared and can avail the facility of credit accumulation. The learner can also appear under the On-Demand Education System (ODES) of the NIOS at the Secondary and Senior Secondary levels.

The tenderer/bidder shall perform the following:

- (a) Provide Technical support in developing the portal.
- (b) Provide infrastructure and service for hosting the application on the Servers available on the cloud and share the SLA with the NIOS.
- (c) To support any third-party service integration with this portal and share the SLA with the NIOS.
- (d) To provide SSL certificate(s) (extended validation – global sign) on all the domains and sub-domains owned by the NIOS.
- (e) Manpower:
 - To provide details of the manpower engaged in developing and maintaining the NIOS applications.
 - The tenderer/bidder should get into the Non-Disclosure Agreement (NDA) with the NIOS for all the manpower engaged in developing and maintaining the NIOS application(s).
 - Any change in the manpower should be informed to the NIOS before the change. In addition, appropriate replacement should be ensured before the change.
 - To provide technical support for strategic planning.
 - The tenderer/bidder ensure that they will provide a minimum of the above manpower for the total period of the agreement. In due course, if the NIOS requires additional manpower, they should provide the same.
 - The tenderer/bidder should continue with a minimum of 60% of their designated manpower year to year and commit to current manpower for the next two years.
 - The minimum development team which should be made available should comprise the following:

Level	No. of resources
Project Manager	1
Web Developer	5
DBA	2
Front End Designer	1
Android App Developer	1

- (f) The tenderer/bidder should maintain the confidentiality of data generated through NIOS applications and submit the details of the security measures being used for maintaining the confidentiality.
- (g) Enabling services to be provided to execute day-to-day operations.
- (h) Provide data for the execution of services.
- (i) Record completion of works.
- (j) Perform routine maintenance tasks.
- (k) Implement approved operational changes.
- (l) Perform system tuning.

SCOPE OF WORK

- Student registration for admission in Secondary and Senior Secondary courses, OBC and Vocational courses
- Student registration for examination for Secondary and Senior Secondary courses, and Vocational courses
- Student registration for On-Demand Exams for Secondary and Senior Secondary courses
- Student registration in various projects/ schemes like KGBV, SPQEM, Out-of-school children project, Delhi Govt. Project for registration of students in Secondary courses, Sri Satya Sai Project etc.
- Online TMA management
- Study Centre (AI, AVI and AA) management
- Result portal development and management
- Development and maintenance of portal for ASHA registration and certification
- Payment Gateway integration
- Recruitment portal development and maintenance
- Grievances Redressal System development and maintenance
- Public exam centre registration system development and maintenance
- Theory exam centre allocation system with split allocation methodology
- Development and maintenance of Online Practical Centre Allocation system
- Development and maintenance of online practical exam award entry system for Secondary and Senior Secondary courses and for Vocational courses
- Development of Stock management system for Material publishing and distribution department
- Development and maintenance of student centric module for e-service related with corrections in the basic details and also for addition or change of subject, study centre, exam centre etc services
- Development of services to be consumed by the NIOS for verification and validation of student data from CBSE
- Development of various mobile apps for the NIOS, like Flying Squad App, AKAM App
- Development and maintenance of dedicated portal for accreditation
- Development and maintenance of e-services for study centres (AI/AVI/AA)
- Development and maintenance of Virtual Open School

The NIOS will have the following role:

- (a) Support integration of the portal with the NIOS services.
- (b) Provide regular and efficient support for third-party transactions, reconciliation and settlement mechanisms with the portal.
- (c) Nominate a single point of contract for giving requirements, confirming and verifying the deliverables.

The tenderer/bidder is abided by the following:

- (a) The tendere/bidder shall take all reasonable care to ensure that intellectual property, privacy and confidentiality of an information (inclusive but not limited to citizen data, software, designs, dataset, etc.) from another party (and other institutions, as applicable) are not compromised.
- (b) The tendere/bidder will treats as confidential all Confidential Information of the NIOS and shall not disclose such confidential information to any third party without the prior written consent of the NIOS.
- (c) The tendere/bidder shall promptly notify the NIOS of the actual or suspected misuse or unauthorized disclosure of the NIOS's confidential information.
- (d) The employees and all other persons concerned with the provision of the services are aware of and understand the duty of confidentiality imposed on them under the provisions.
- (e) Exceptions notwithstanding the above, neither party will have the liability to the other about any confidential information of the NIOS which the receiving party can demonstrate:
 - That the information was in the public domain at the time, it was disclosed or has become in the public domain through no fault of the receiving party.
 - That the information was known to the receiving Party through no breach of any other confidentiality clause at the time of disclosure, as evidenced by the receiving party/ documents in existence at the time of disclosure.
 - That the information was independently developed by the receiving party as evidenced by the receiving parties' file/ documents at the time of disclosure.
 - That the information disclosed by the disclosing party to any third party without any confidentiality obligations.
 - That the information is disclosed under a court order or administrative order of the governmental body, provided that the receiving party will give prompt notice thereof to the other party before any disclosure to enable the concerned party to seek a protective order or otherwise to prevent or restrict such disclosure.
 - If the receiving party claims that confidential information falls under one of the above sub-sections, the receiving party has the burden of establishing the fact of such exception by clear and convincing evidence.

INDEMNITY

The tenderer/bidder agrees and undertakes to indemnify and to hold harmless the other party, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents and representatives from and against any losses, damages, liability, claim, costs, penalty and expenses incurred because of (i) any breach or alleged breach of obligations, role, representations, or warranties; (ii) any violation by either Party of applicable law or regulation.

REPORTS

The tendere/bidder shall periodically provide transactional and operations reports, which may be specific to services, geographic regions, or consolidated in a format specified by the NIOS. These reports would help in understanding the effectiveness of the services, an issue faced in the field, potential improvement areas, infrastructure, and other complements under its scope of operations.

ELIGIBILITY CRITERIA:-

- 1) The firm should be firms/ companies/ organizations owned or established by Central/State Government.
- 2) The tenderer should have previous experience of Government Departments for five years and should be accompanied with necessary proof of execution of such order from atleast FIVE organizations during the last five years.
- 3) The tenderer/bidder should have valid GST registration and PAN/TAN which is to be quoted in the sealed quotation.
- 4) The Tenderer should have Annual Turnover of Rs.50,00,00,000 (Rupees Fifty Crore only) in each last three financial year
- 5) The Tenderer should not be blacklisted from any of the Govt. Organizations/ Departments/Institutions. The tenderer should submit an undertaking in the Non-Judicial Stamp Paper worth Rs,100/-

FINANCIAL CONDITIONS

The contractor/bidder will have to specify the rate to be charged for per paid registered learner for one time only (irrespective multiple payment(s) made by the learner).

TERMS OF PAYMENT

- (a) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work. The payment will be made in yearly basis after satisfactory execution of the contract.
- (b) The contractor shall submit the bill alongwith all supporting documents for sanction of the amount of bill and passing the bill for payment.
- (c) All payments shall be made by e-payment only.
- (d) The NIOS, shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.
- (e) The term 'payment' mentioned in this Para includes all types of payment due to the tenderer/bidder arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

VALIDITY OF THE BIDS

The bids shall be valid for a period of 90 days from the date of opening the tenders. The contract shall commence from the date of consent of the firm to the terms and conditions. The contract will be for a period of 01 year from date of work order subject to fulfillment of terms and conditions of the work order. The contract so awarded can be terminated by the NIOS, at any time without any notice or conveying any reason therefore.

RIGHT OF ACCEPTANCE

The NIOS, reserves all rights to reject any tender, including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever, and does not bind itself to accept the lowest or any specific tender. The decision of the competent authority of the NIOS, in this regard shall be final and binding. Any failure on the part of the contractor to observe the prescribed procedure or any attempt to canvass for the work will prejudice the contractor's quotation.

PERFORMANCE SECURITY

The successful tenderer shall furnish performance security @5% of the value of the contract in the form of Bank Guarantee in the name of the “**Secretary, NIOS**” from a Nationalized bank within 7 days from the date of acceptance of the tender.

The Security Deposit shall remain valid for a period of 60 days beyond the date of completion of all contracted obligations of the service provider.

The bank guarantee can be forfeited by order of the competent authority of the NIOS, in the event of any breach, negligence, or non-observance of any term or condition of the contract, for unsatisfactory performance, or for non-acceptance of the work order. On expiry of the contract, such portion of the said bank guarantee as may be considered sufficient by the NIOS, to cover any incorrect or excess payments made on the bills to the firm shall be retained until the final audit report on the account of the firm’s bill has been received and examined.

PENALTY

In case of breach of any conditions of the contract and for all type of losses, the NIOS shall make deductions as per the recommendation of a Committee duly constituted by the Competent Authority of the NIOS time to time from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the NIOS,

The powers of the NIOS, under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned above.

DISCLAIMER

The near relatives of employees of the NIOS, are prohibited from participation in this tender.

BREACH OF TERMS AND CONDITIONS

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit in the form of performance Bank Guarantee shall be en-cashed.

SUB-LETTING OF WORK

The firm shall not assign or sublet the work or any part of it to any other person or party. The tender is not transferable.

ARBITRATION

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitrate tribunal containing a Sole Arbitrator to be appointed by the Chairperson, NIOS, The arbitration proceedings shall take place in the NIOS, A-24-25, Sector-62, NOIDA, U.P. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

LEGAL JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and the courts in the city of New Delhi alone shall have jurisdiction to entertain any suit, application or other proceeding arising under it.

FORCE MAJEURE

- (a) "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- War, hostilities, invasion, act of foreign enemy and civil war;
 - Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
 - Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
 - Earthquake, fire, flood or cyclone, or other natural disaster.
 - As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:
- (b) The date of commencement of the event of Force Majeure;
- (c) The nature and extent of the event of Force Majeure;
- (d) The estimated Force Majeure Period,
- (e) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- (f) The measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (g) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

Secretary
NIOS

**TENDER FOR DEVELOPING AND MANAGING STUDENT DATA
MANAGEMENT INFORMATION SYSTEM (SDMIS) FOR THE NIOS LEARNERS**

TECHNICAL BID

1	Name of the Tenderer/firm Whether the Firm Govt./PSU/Pvt.	
2	Address of the firm <i>(give both Registered Office and Operating/Branch Office details)</i>	
3	Registration & Incorporation particulars of the firm <i>(please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)</i>	
4	Telephone No. (with STD code) (office) (Mobile) (e-mail id)	
5	Whether the bidder has successfully completed/executed the contracts for similar services in last five years from the date of issue of this bid with any five Govt. Organizations/PSUs/ Semi Govt. Organization/ Govt. Autonomous Bodies. If yes, Please mention the name of the same and submit the satisfactory completion certificate from any FIVE of the organization/institution.	
6	Total Turnover of the Company during the last financial years in the similar services: 2022-23 2021-22 2020-21 The Company should have turnover of Rupees Fifty crore each during the last three financial years.	
7	Financial Status <i>i.e.</i> evidence of filling of IT Returns for the last 3 years <i>i.e.</i> 2022-23, 2021-22, 2020-21 alongwith final accounts for the financial years for last three years attached	Yes/No
8	Permanent Income Tax Number, Income	

	Tax circle (attach a copy of PAN card)	
9	GST Registration No. (attach attested copy) Please attach the GST paid challans of last three month,	
10	Tenderer's bank, its address and his current account number	
11	Whether the Tenderer is blacklisted from any of the Govt. Organizations/Departments/Institutions. If not, the tenderer should submit an undertaking in the Non-Judicial Stamp Paper worth Rs,100/-	YES/NO

S. No.	Details of client alongwith address, telephone and email id	Amount of the Contract (Rs.)	Experience certificate for the period	
			From	To
1				
2				
3				
4				
5				

Particulars of EMD

Amount : _____
Bank Guarantee No. : _____
Date of Issue : _____
Name of the bank and branch : _____

Note: EMD in the form of DD shall be submitted only with the Technical Bid and not with the Financial Bid.

UNDERTAKING

I/ we undertake that I/ we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the NIOS and shall abide by them.

Place: _____

Date: _____

Signature of Tenderer _____
Authorized Signatory _____
Name of the Tenderer _____
Seal of the Tenderer _____

TENDER FOR DEVELOPING AND MANAGING STUDENT DATA MANAGEMENT INFORMATION SYSTEM (SDMIS) FOR THE NIOS LEARNERS

FINANCIAL BID DOCUMENT

To

The Secretary
National Institute of Open Schooling
A-24-25, Sector-62, NOIDA, UP

Subject: Financial Bid for Student Portal

Sir,

Having examined the tender documents, terms and conditions stipulated therein, we the undersigned offer the rates as quoted below:

Name of tendering Company/ Firm/ Agency : _____

Rate for per paid registered learner in NIOS for one time only(Excluding GST) (irrespective of multiple payment(s) made by the learner) : Rs. _____

GST applicable (%) Rs.

Total Rs.

UNDERTAKING

I/ we undertake that I/ we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the NIOS and shall abide by them.

Place: _____ Signature of Tenderer _____
Authorized Signatory _____
Date: _____ Name of the Tenderer _____
Seal of the Tenderer _____