



சென்னைப் பல்கலைக்கழகம்

UNIVERSITY OF MADRAS

[Established under the Act of Incorporation XXVII of 1857 -
Madras University Act 1923](State University)

Phone: 044 -2561 3701 / 2561 3715 / 2561 3733
Centenary Building, Chepauk, Chennai – 600 005.



LIMITED TENDER DOCUMENT

TERMS AND GENERAL CONDITIONS TOGETHER WITH CREATION AND IMPLEMENTATION OF LEARNING MANAGEMENT SYSTEM (LMS) TO BE ABIDED BY THE TENDERERS :

01. INTRODUCTION:

The Tender is given in accordance with the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 & 2012 as amended from time to time.

A.	Tender Ref. No. G-IDE/ Implementation of LMS/LT/2022/	Dated: 20/05/2022
B.	Designation and Address of the Tender Inviting Authority	The REGISTRAR, University of Madras, Centenary Building, Chepauk, Chennai – 600 005.
C.	Nature of work to be carried out as per requirement furnished in ANNEXURE - I	Tender for the Development and Implementation of Learning Management System [LMS] with basic features. [Admission Module / Content Hosting and Delivery / Real time live sessions modules with recording facilities / Examinations modules with online proctoring / Secure fee payment integration with banks and financial services].
D.	LMS Development work to be carried out at	Institute of Distance Education, University of Madras, Chepauk Campus, Chennai-600 005
E.	Total Value of the Equipment	Rs.10,00,000/- approximately as detailed below :
F.	Earnest Money Deposit (EMD) (1% from the total value) as detailed above to be paid	Rs.10,000/- by way of Demand Drafts drawn in favour of “The Registrar, University of Madras” payable at Chennai and enclosed in the Sealed Technical Bid Cover. [THIS AMOUNT SHOULD NOT EXCEED OR LESSER THAN THE PRESCRIBED AMOUNT AND DD to be taken in nationalized Bank only]
G.	Tender Document (Terms & General Conditions together with Specifications/ Configurations and Technical Bid / Commercial Bid) available at: [Submission : By way of TWO-COVER SYSTEM as detailed in Sl.No.6 &7]	Availability of Document in the Website www.unom.ac.in www.ideunom.ac.in From 20/05/2022 to 07/06/2022
H.	Last date & time for Submission of Tender	07/06/2022 till 2.00 P.M. at The Registrar’s Secretariat, UNOM, Chepauk, Chennai-5
I.	Date, Time & Venue of Opening of Tender	07/06/2022 at 3.00 P.M. at The Registrar’s Secretariat, UNOM, Chepauk, Chennai-5
J.	Contact Section for clarification	Network Operating Centre / General Section, Institute of Distance Education, University of Madras, Centenary Building, Chepauk, Ch – 600 005 - Phone: 044 – 2561 3715 /2561 3733

02. GENERAL INSTRUCTIONS:

The Tender Inviting Authority reserves the right to cancel in full / part of the tender of any item or to make any changes/additions in the Terms and Conditions / Agreement of Contract without consultation with the Firm / Tenderer / Supplier without assigning any reason therefor at any time. Any reasons for not complying the contract furnished by the tenderer shall not be entertained and any failure will be construed as breach of contract and the name of the company will be recommended for listing them under “Blacklisted”. The Tenderer should not have been blacklisted

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or debarred by any of the Organizations for their deficiency of service in complying the orders entrusted to them (Declaration to this effect is to be furnished). The Tenderer shall bear all costs associated with the preparation and submission of this Tender. The Tender Inviting Authority may amend the tender wherever it is felt that such an amendment is absolutely necessary. The Tender shall remain valid for period of not less than ninety days after the due date for bid submission. A tender valid for a shorter period shall be rejected by the Employer as non-responsive. Tenders with conditions are liable for rejection. Any amendment to the tender will be uploaded on the website – www.unom.ac.in www.ideunom.ac.in

It is the responsibility of the tenderer to verify the amendments, if any. Additional terms and conditions will be incorporated in the Purchase/Supply/Installation / Work order, if needed, to safeguard the interests of the University. The Tender document is not transferable under any circumstances. **Tender documents should be downloaded through website www.unom.ac.in www.ideunom.ac.in ONLY. The Tenderer shall put their signature and affix Company Seal on all pages of this Tender Document and Annexure – I Specifications / Configurations without fail and submit the same along with the Annexure- II Technical Bid duly filled-in and signed by the Tenderer through Sealed Cover-1–after taking a photo copy for the purpose of Tenderer’s reference.**

03. ELIGIBILITY CRITERIA :

1. The bidders must fulfill the following Eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. The University will consider the Commercial Bid of the vendors who qualify in the Technical bid. For those vendors who are not qualified in the Technical Bid, the Commercial bid will not be considered for opening.
2. The Bidder should have successfully implemented a standard Learning Management System (LMS) in at least one Higher Education Institution (State (or) Central University (or) Affiliated College). The bidder should be able to provide relevant proof (or) demonstration of functional LMS.
3. The Bidder should deploy a dedicated technical support team. Details of team members with proof of qualification and technical competence must be provided.
4. The Bidder should preferably member of National Educational Alliance for Technology (NEAT) of Department of Education, Government of India. Proof of listing in the website should be attached, if applicable.
5. The Bidder should be able to deploy at least one experienced trainer to train University Staff on the LMS and other related services.
6. The annual turnover of the bidder during the previous three financial years **shall not be less than the cost of the LMS** (Attach certificate from the Chartered Accountant along with the audited balance sheet including Profit & Loss statement for the last financial years).
7. The Bidder should be wholly responsible for all License / Copy Right / Patent to the development of the LMS (Software) no liability will incurred to the University for any joint ownership of source codes or third party product of Service used in the development of the product.

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04. EARNEST MONEY DEPOSIT (EMD) :

The Tenderer should submit the prescribed EMD amount of **Rs.10,000/- [Rupees Ten Thousand Only]** by way of Demand Draft along with the Technical Bid Sealed Cover ONLY. After opening of Technical Bid Sealed Cover, any Tender without the Demand Draft towards EMD shall be considered as NON-RESPONSIVE and shall be SUMMARILY REJECTED without any communication. Only on receipt of the Security Deposit from the successful tenderer/s and after execution of the Agreement of the said contract, the EMD will be returned to the unsuccessful tenderer/s within a reasonable period. **No interest will be paid on the EMD.** Earnest Money Deposit of the successful Tenderer/s will be returned only after successful completion of the one year maintenance period of the ordered/supplied item after successful 100% utilization of the ordered/supplied item without any complaints as per purchase/supply/work order, subject to the satisfaction of the University.

As per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000, the Small Scale Industrial (SSI) Units registered with Tamil Nadu Small Industries Development Corporation (SIDCO) or National Small Industries Corporation (NSIC) in respect of those items for which the Registration Certificate has been obtained in respect of tenders called for by Government Departments, State Owned Public Sector Undertakings, Statutory Boards, Local Bodies and Co-operatives are granted exemption from the payment of Earnest Money Deposit.

05. QUOTING RATE:

- a. The Tenderer should quote the **RATE** in the Annexure-III Commercial Bid for **“Development and Implementation of Learning Management [LMS] with basic features”** to be carried out as per specifications / requirements with due endorsement of the Tenderer (i.e. Name/Signature/Address of the Tenderer). The Rate includes (exemption from excise duty and custom duty) surcharge, clearing and forwarding charges, freight, octroi, insurance for delivery, delivering upto the point of installation and commissioning of the equipment and such other levies, if applicable.
- b. The rate should be indicated clearly both in words and figures. Any scoring or overwriting should be attested by the Tenderer with full signature. The rate quoted should be firm and should not be subject to any variation clauses.
- c. The rates quoted shall be kept firm for 120 days from the date of opening of the Tenders for acceptance.
- d. The University shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government after allotment / issue of work order / at the time of supply.

06. TWO-COVER SYSTEM / SUPERSSCRIPTION :

“Two-Cover System” means a procedure under which the tenderers are required to submit the tenders simultaneously in two separate sealed covers i.e. Sealed Cover-1-Technical Bid & Sealed Cover-2-Commercial Bid in the following manner :

“SEALED COVER-1 – TECHNICAL BID and shall be superscribed as **TENDER FOR DEVELOPMENT AND IMPLEMENTATION OF LEARNING MANAGEMENT SYSTEM (LMS)** and it should contain the following enclosures **as per the sequence indicated below:**

a.	The Demand Draft towards Earnest Money Deposit (EMD) as detailed above should be attached first on the top of Tender Document
b.	Tender Document as prescribed in the order of pages together with ANNEXURE - I Specifications / Configurations should be submitted with Tenderer’s Signature and Company Seal in each and every page

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c.	ANNEXURE-II Technical Bid should be duly filled-in and submitted with Tenderer's Signature and Company Seal.
d.	Copies of proof of evidence (capability to undertake the tender) as sought in the Technical Bid should be attached in the order of Sl.No. wise and it should be numbered page-wise
e.	Specimen copy if any, as per the Specifications / Configurations prescribed in the ANNEXURE - I shall be attached at the end

“SEALED COVER-2 – COMMERCIAL BID and shall be superscribed as TENDER FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF **“DEVELOPMENT AND IMPLEMENTATION OF LEARNING MANAGEMENT SYSTEM (LMS)”** and it should contain the Price Quotation as per the format given in **ANNEXURE-II Commercial Bid**. The Tenderer should quote the Rate along with his Signature and Company Seal. The tenderer shall not enclose any other document or statement that will influence the price. In such an event, the Tender inviting authority shall summarily reject the tender.

OUTER BIG SIZE SEALED COVER-3 shall contain SEALED COVER-1 and SEALED COVER-2 and shall be superscribed as “TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF **“DEVELOPMENT AND IMPLEMENTATION OF LEARNING MANAGEMENT SYSTEM (LMS)”**”

Tender submitted without following the procedure as mentioned above shall be summarily rejected.

07. MODE OF SUBMISSION OF SEALED COVERS :

A OUTER BIG SIZE SEALED COVER-3 after superscribed as “TENDER FOR **DEVELOPMENT AND IMPLEMENTATION OF LEARNING MANAGEMENT SYSTEM (LMS)”** should reach the Registrar, University of Madras, Centenary Building, Chepauk, Chennai-600 005, on or before the last date and time as given in the Tender Notification, by Registered Post with Acknowledgement due or in person. The Tender inviting authority shall not be responsible for any postal delay in receipt of the tender. Delayed / Late Bids shall not be accepted under any circumstances. **The Technical Bid Cover; Commercial Bid Cover and the Outer Big Size Cover should bear the Round Seal or facsimile of the Tenderer / Wax Seal properly fixed on all the opening sides/ places of the cover in addition to the affixing of the Tenderer's from address stamp, pending which the bids will not be opened and summarily rejected.**

08. DUE DATE FOR SUBMISSION OF TENDER :

The Tender can be submitted on all working days up to the prescribed closing date and time. In the event of the closing date is being declared as a holiday, the tenders can be submitted up to the fixed time on the following next working day. The Tender inviting authority will not be held responsible for any delay in the receipt of the Bank Draft or any delay in the receipt of the documents by the Tenderer including loss of the documents in transit or delay in obtaining any document / certificate or on any other account. No extension of the date and time for the submission of the document will be given for any such delay. The Tender inviting authority may extend the due date for submission of tender by issuing an amendment in which case all the rights and obligations of the Tender Inviting Authority and the Tenderers previously subject to the original due date for submission will then be subject to the new date for submission. Any Tender received after the due date and time will not be considered and will be returned to the Tenderer and no communication in this regard shall be entertained.

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09. ACCEPTANCE AND WITHDRAWALS:

The final acceptance of the tender is entirely vested with the University of Madras which reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. There is no obligation on the part of the University to communicate with rejected Tenderers. After acceptance of the tender by the University, the Tenderer shall have no right to withdraw his Tender of claim higher price. The Tenders with incomplete information will be summarily rejected.

10. OPENING OF TENDERS :

The OUTER BIG SIZE SEALED COVER-3 of the tender concerned received within the stipulated time & date will be opened first by the Registrar, or any other Officer / Committee authorized by him on his behalf on the opening date and time in the presence of those Tenderers or their representatives with bonafide certificate who may be present at the time of opening. Immediately, the "SEALED COVER-1 – Technical Bid" which is found in the OUTER BIG SIZE SEALED COVER - 3 of the Tenderer concerned, will also be opened and the names of tenderers who have enclosed the EMD will ONLY be read out. The Sealed Cover - 2 – Commercial Bid of the Tenderers those who technically qualified alone will be called for to participate in the meeting of the Commercial Bid opening and the meeting date with time and Venue will be intimated. The tenderers who desire to participate may be present at that occasion. The rate quoted in the tender by the Tenderer will remain unchanged till the finalization of the contract. Any subsequent change of rate after opening of tender shall not be entertained.

11. AWARD OF THE TENDER:

The award of the Tender shall be made strictly in accordance with the "Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000" and no deviation will be made. Notwithstanding anything that is said herein, the Tender Accepting Authority reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of tender, without thereby incurring any liability to the affected tenderer/s on the grounds for the tender accepting authority's action. The successful Tenderer will be intimated by the Tender Accepting Authority in a usual manner.

12. SECURITY DEPOSIT:

- a. The successful Tenderer shall be required **to remit 5% of the total value of the purchase towards Security Deposit (covered for the maintenance period) within TEN days from the date of receipt of Communication regarding acceptance/approval of the Tender** in the form of Demand Draft drawn in favour of "The Registrar, University of Madras, payable at Chennai". On receipt of the above and execution of the agreement in a Rs.100/- Non-judicial Stamp Paper between The Registrar, University of Madras and the successful Tenderer, the Purchase/Supply/Work order will be released.
- b. In the case of successful Tenderer, the **Earnest Money Deposit already remitted shall not be adjusted towards Security Deposit** to be remitted by the Tenderer. If the successful Tenderer fails to remit the Security Deposit within the prescribed period, the Earnest Money Deposit remitted by him will be forfeited to the University of Madras and his tender will be held void and the Tender accepting authority shall continue the process with other responsive tenderers as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000. The tender inviting authority also reserves the right to take any other action as deemed necessary against such tenderer. No interest will be paid on the Security Deposit.

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- c. The Security Deposit remitted by the Tenderer in respect of the Tender concerned will not be returned to the Tenderer till the successful completion of the end of the prescribed maintenance **period** of the ordered/supplied Non-consumable items **OR** after successful 100% utilization of the ordered/supplied Consumable items without any complaints as per purchase/supply/work order, subject to the satisfaction of the University.
- d. If the successful Tenderer fails to act according to the Tender conditions or back out when his Tender is accepted, his Security Deposit mentioned above will be forfeited to the University.

13. AGREEMENT:

The successful tenderer should **submit Rs.100/- Non-judicial Stamp Paper and the Security Deposit within TEN Days from the date of acceptance of the tender**, for fulfilment of the contract for executing the Agreement between the Registrar, University of Madras and the Successful Tenderer. The agreement should be executed before getting the Purchase/Supply/Work Order from the University.

The expenses incidental to the execution of agreement shall be borne by the successful Tenderer. The Terms and conditions etc. stipulated in the Tender Document / Agreement / Work order should be strictly adhered to and violation of any of them will entail termination of the contract without prejudice to the rights of the University and any consequential loss shall be recovered from the successful Tenderer.

14. TIME AND SUPPLY:

The successful bidder should develop & deploy the entire LMS in not more than **Four Months** as per the required / specifications mentioned in the Annexure-II (Technical Bid) of the Tender Document and also according to the supply / installation schedule as specified in the Tender Document/Agreement of Contract /Work order. This should be adhered strictly. If any defects are found in the supply, the same will have to be rectified or reinstalled at free of cost by the successful tenderer. If the supply of the items are not given effect before the specified period, the University shall have the authority to cancel the order and to take any such action which will be deemed fit in the circumstances. In case of failure by the successful tenderer to deliver the items demanded from them within the period specified for delivery or in case of items being delivered without a correct invoice in duplicate, the Registrar or anyone duly authorized by him shall have power to reject any such items delivered or not delivered unless the supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Tenderer over and above the value of the contract together with all charges and expenses attending the purchase shall be recoverable by the University from the Supplier/Tenderer. The University reserves the right to repudiate the contract and entrust the work to any other third party/agency in the event of any breach of terms and conditions of Tender Document / Agreement of contract committed by the Tenderer or failure to perform to contract in part or whole or by any neglect of instructions of the University by the Tenderer and any additional expenditure that may be incurred by the above process shall be recovered from the Tenderer apart from claiming any damages or any loss to the University, besides forfeiture of EMD/Security Deposit in full. Tenderer should installed the software items only at the specified premises of the University of Madras **within THIRTY days from the award of contract.**

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(i) **SUPPLY AND INSTALLATION :**

Development and Implementation of Learning Management System (LMS)

University of Madras needs a customized open source Learning Management System (LMS) which can efficiently handle the delivery of our Online course content with four quadrant format which includes Video Lectures, Flip Book, Assessments and Discussion Forum. The proposed implementation of a standard Open Source LMS should have the following basic features and functionalities.

Open Source & Complete Ownership

The proposed LMS should be a true, full-featured open source with complete ownership of the application and data. LMS should provide full control over the privacy and security of data, whether it is hosted on our own servers, or any of the standard third party cloud solution.

Edtech Standards

LMS should support common educational technology standards for getting data in and out of LMS. It should comply SCORM (Saas Training Delivery Platform) and AICC for content packages and IMS-LTI (Integrated Management System - Learning Tools Interoperability) for external apps.

Skin Changes

It should be tailor-made according to our needs and customized with our brand name and preferred themes and chosen from a large number of settings and built-in tools to design the perfect LMS whether our courses are instructor-led, self-paced, blended or entirely online.

Customize Functionality

It should be able to extend and customize the functionality to meet our needs using a huge ecosystem of plugin add-ons and Certified Integrations with third party software, by

1. Providing for promotion, admission, sharing and screening of applications, and scrutiny of each student's form with attachments and submission of completed application form to the University.
2. Providing support with an integrated online payment gateway for online you admission management, fees management system and link it with the University website.
3. Providing Virtual Campus using student's credentials with a login, password which will provide students with the complete learning ecosystem and will guide them through their chosen course of study, through synchronous and asynchronous lectures with access to the discussion threads, chats, doubt clearance sessions, etc.
4. Creating a student's support cell for query, solving and counselling.

Accessibility

The LMS should be inclusive and accessible for all stake holders. It should be able to perform accessibility audits and develop in line with common accessibility standards (WCAG 2.1). It

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should have integrated text accessibility checking tools to help us build courses and content with full support for all learners.

Support for All types of Learning

LMS should support all types of learning from fully online learning to a blended approach, from self-paced courses to collaborative learning, from college pupils to corporate learning. As online learning is different everywhere, it should support all types of learning processes and views of online education.

Security

As an open source LMS, it should have a large group of developer community looking at the source code and collaborating on making it more secure through well-established processes. Fixes should be reported globally and applied to past releases. Security features will apply to mobile app and should follow established standards.

Privacy

The LMS should have incorporated world-leading privacy compliance features and should allow us to configure our LMS site to meet our local privacy legislation requirements, including some of the best UNIVERSITY compliance on any education platform. LMS should have built-in tools to manage privacy and site policies, age-of consent checks, data collection purpose and retention periods, as well as perform data exports and handle deletion requests.

Flexible Learning

LMS should support deep collaborative learning through group activities forums foster peer review in workshops: run our learners through a checklist for compliance or provide a full-scale MOOC for thousands of learners according to our online education style as preferred by the University

Progress Tracking

We should be able to monitor our learners' performance and progression with learning plans based on custom competencies and scales Allow the learners to view their own plans so they can see the associated competencies and track their own progress towards achieving them. Should have learning analytics to receive insights to predict and support students at risk of failing.

Cross Platform Learning

LMS should have Mobile APP, so that our learners can access all our content, submit activities and complete assignments from their mobile devices. Mobile notifications should be available to always keep the students updated.

User Friendly Offline Learning

LMS Mobile App should allow full courses to be downloaded onto mobile devices, helping learners with limited data plans or bad connectivity. They should be able to do everything offline, such as reading materials, answering quizzes or writing on discussion forums. When the internet connectivity is prevalent everything they've done should be securely uploaded back to the site.

Integrate with all our existing systems

The LMS should streamline our processes by seamlessly connecting LMS with external platforms and services. Should be able to Integrate LMS with video conferencing for live meetings: Student Information Systems, plagiarism detection; portfolios, popular document suite, content repositories etc.

For detailed requirements on the Learning Management System (LMS), Refer Annexure I

PURCHASE ORDERS

Purchase Order (PO) will be issued to carry out the Job Work as per the given and delivery timeline as directed by the DIRECTOR, Institute Of Distance Education, University of Madras. The deliverables should be submitted to the University within the timeline stipulated in the PO.

PAYMENT TERMS

1. The selected firm has to submit an invoice in Duplicate along with Delivery challan in favour of "The DIRECTOR, Institute Of Distance Education, University of Madras, CHENNAI 600 005".
2. Payment will be released after delivery, satisfactory installation, commissioning, testing and training (if any), against submission of valid TAX Invoice with GSTIN number of the supplier.

DISPUTE AND JURISDICTION

Any legal dispute arising to this tender will be settled in the Court of Competent Jurisdiction located within the city of Chennai in Tamil Nadu.

Note: The firms are asked to submit 2 sealed covers superscribed as (1) Technical Bid and (2) Financial Bid along with our reference details. The Technical Bid document will be assessed by an Expert Committee and the qualifying companies would be called for a demonstration. Such companies should demonstrate before the Expert Committee the LMS they have already implemented for any one State University/Central University/Higher Educational Institution. Marks will be awarded by the Expert Committee based on the demonstration, which will be used to shortlist the vendor. The University reserves all the rights to accept or reject, any or all the sealed quotations without assigning any reason thereof.

(ii) POST MAINTENANCE:

- a. The maintenance shall also include for normal performance of **the software** is one year. The post maintenance / Annual Maintenance Charges (AMC) is applicable for the remaining period of the life cycle after the satisfactory completion of the maintenance period offered by the vendor.

The modification of all features (or) interface (or) addition of features (or) fixing of bugs (errors) AMC payable from the date of completion of in advance against invoices/bill to be preferred by the vendor. The vendor agrees to provide comprehensive maintenance of the above said **LMS**, which shall include preventive maintenance and corrective maintenance at the location specified by the University. The maintenance shall also include modification of all the features of above said **LMS**. The above said **LMS** which is down should be restored in good working condition within 48 hours. Otherwise the supplier shall be liable for a penalty of 1% per week of the breakdown period on the total value the above work. The Department reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.

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15. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD) :

The EMD is liable to be forfeited,

- (a) **if** the tenderer who withdraw his tender at any stage after the last date and time fixed for the submission of tender.
- (b) **if** the tenderer on becoming successful, fails to furnish the required Security Deposit or Sign the Agreement, within the stipulated time limit.
- (c) **if** the successful Tenderer fails to abide by the tender conditions or withdraws after his tender has been accepted.
- (d) **if** the successful Tenderer shall assign or make over the contract, the benefit of burden thereof to any other person or persons or body corporate.
- (e) **if** the successful Tenderer shall underlet or sublet to any person(s) or body corporate for executing the contract or any part thereof.

16. PENALTY FOR NON-FULFILMENT OF CONDITIONS:

The Supplier shall agree that the **penalty at 1%** of the Purchase/Supply/Work order shall be imposed by the Purchaser if necessary, **for each week of delay** in delivery with reference to the delivery period given if the supplier fails to deliver the same within the specified period mentioned in the Purchase/Supply/Work order to **maximum extent of 10%** subject to force majeure conditions. Besides, such performance may entail black listing of the supplier. The supplier shall also agree that in the event of non fulfilment or non-observance of any of the conditions stipulated in the Tender conditions, the Supplier shall pay as penalty an amount equivalent to **10% of the total value of the work** or an amount equal to the actual loss incurred by the purchaser. This provision applies up to the end of the life cycle of the equipments (i.e.) even during the post period.

17. CONTRACT / MAINTENANCE PERIOD :

The Contract period shall be **1 year** from the date of issue of Work order. The period shall be 3 years after installation and commissioning of the maintenance and handing over the Equipment to the University.

18. TENDER EVALUATION:

The Tender Inviting Authority shall have the power to constitute Tender Scrutiny Committee for evaluation of Tender as per Tender document and it shall furnish the evaluation report as per tender specifications/configurations contained in the tender conditions.

19. PAYMENT:

- A. No payment shall be made in advance** for the procured items in general. Advance Payment shall be made in the case of goods, commodities, apparatuses etc., are procured through imports requiring opening of Letter of Credit. However, the decision of the University authorities shall be the final.
- B. 90% of the total value of the Contract against Bill/Invoice shall be released only after completion of the contract work or supply as per purchase/supply/work order and fulfilling the Tender specifications/configurations based on the (1) Report of the appropriate Committee constituted by the authorities of the University; or (2) Test Reports of the Govt. approved firms; or (3) Report of the Expert/Personnel concerned.** Payment shall be made directly to the supplier only by way of Account Payee Cheque after making proper stock entries / verification / good certification / approval of the authorities concerned / deducting 2% Income Tax.
- C. The Balance 10% of the total value of the purchase shall be retained as performance maintenance which shall be released after successful completion of (a) 100% installation work.** Alternatively, if the supplier gives irrevocable Bank

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guarantee in lieu of the balance 10% of the Retention Amount during the period, the University shall reserve the Rights to accept or reject the same.

D. Percentage of payment to be withheld for the effective performance of the contract, provided that withheld amounts do not exceed 10% of the total value of purchase for the supply of items i.e. Hardware / Software / Material / Equipment, etc.”

20. DISPUTES AND JURISDICTION:

In case of any dispute arising out of any breach of contract pertaining to this tender, the matter will be referred to an Arbitrator under Arbitration and Conciliation Act 1996” The arbitration shall be held in the City of Chennai only and the court at Chennai only shall have jurisdiction in relation thereto.

DECLARATION FOR UNDERTAKING THE TENDER	
Having gone through / examined carefully the Terms and Conditions with Specifications/Configurations of the Tender Document, I/We hereby undertake to provide the items described in the tender schedules as per the Specifications/Configurations prescribed and at the NET Rates entered in the attached schedule or at the Rates to be approved by the University after negotiation.	
I/We do hereby undertake to deliver the item/s within the time specified by the authorities of the University.	
OFFICE SEAL WITH DATE	SIGNATURE OF THE TENDERER NAME DESIGNATION

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ANNEXURE I

1 - Front-End Display, Access

- Fully responsive, front-end, accessible on multiple devices (desktop, laptop, tablet, mobile phone)
- Customizable Admin & User Dashboards (for Admins, instructors and students)
- Admin dashboard should be dynamic for uploading, editing variables like course structure/fee structure etc.
- Admin dashboard and user panels should also be updated whenever needed with required changes/additional features as required by University

II - Platform:

- Custom Domain with SSL
- Based on platform; Updating of stable releases of platform and all accompanying components such as required on a regular basis
- Cloud hosted / Server based - fully managed, scalable
- Fully responsive design
- Social Media Integration (Face book, Twitter, Whatsapp etc)
- Theming Integration
- Auto back-up facility
- Initial set up for a minimum of 500 concurrent users. Platform must be scalable to more concurrent users in the future.
- Cloud service provider audited and certified by Meity as per Government of India [Meahrai guidelines](#)

III – Online Registration, Admission & Student Information System

- User Registration
- Online Application for admission
- Course Admitted into
- Personal Details
- Qualifications
- Category (Gen/SC/ST etc.) with Gender
- Uploading applicants' photograph & signature
- Verification of Admission Criteria
- Provision for Admission through Entrance Test
- Procession of Entrance Test Result
- Admission Letter generation with Student's Photograph
- Student Master - Database
- Updating / Import student data into database along with it.
- Fee Management
 - Fee Structure
 - Fee Collection Details (Batchwise/Semesterwise)
 - Fee Collection Report (Date, Month, Year)
 - Fees Refund Details
 - Various MIS related Reports
 - Export student details
- Late Fee Management
- Student Application Data (On line /Offline)
- Downloading/Printing of applicant's information
- SMS Email Integration
- Exam event and schedule creation by COE

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- Marks Entry System and Processing
- Admission Cancellation on Request

III - Content Development & Management System

- Uploading the developed content and videos approved by the university
- Back-end Studio for easier formatting & insertion of images, illustrations embed audio/ video and codes from other customized API.
- Easy to use files and uploads
- Easy file management system; searchable by course, day, month, year
- Auto /scheduled emails to users; reminders; weekly highlights to subscribers etc.
- Facility to launch quizzes at designated times
- Provision for inclusion of e-content development by in-house faculty with H5P Programming - interactive video (minimum of 3. quizzes /video).

IV - Learning Platform

- Self-registration and single/ group registration by instructor administrator
- ID enabled Aadhar (Indian national) and passport for foreign nationals with ID upload facility,
- Content types: Text (MS Office Docs; Worksheets, PDF); Latex; Audio, Video, Superman Graphics and embedding Virtual Labs
- Assessments: Quiz (Single, multiple choice, fill in the blanks, Numerical Circuit Schematic Builder. Custom JavaScript. Display and grading, Drag a Drop (Matching), Math Expression input, essay uploads. Peer-assessment enabled. Problems should have adaptive hints. Instructor should be able to enable uploading of case studies
- Provision for submission of online assignments, submission and grading
- Auto scoring engine for assessments
- Single and multi-instructor-led courses
- Enabling Drip-feeding of course content or full content release at once
- Course reviews
- Instructor led and self-paced
- Cohort grouping
- Open and closed groups for interactive learning
- Online forum for discussions and interactive learning
- Online notices, announcements to students
- Course progress indicator including provision to analyze to skill-gap of the students and give remarks
- Course introduction with cover-image and featured image/ video; Instructor Name, Duration & Type of course, Category etc.,
- Course-related requirements.
- Import/Export courses

V-Learner Engagement provision

- Certificates & badges on completion of course.
- Graded or non-graded assignments; both pass/fail and alphanumeric grading scale
- Peer-based, self and faculty grading with ability to provide feedback in both rubric and freeform
- Open Response Assessment (ORA)
- Course progress indicators for both teachers and students

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VI – Four quadrant support

- E-Learning (Video Lectures)
- E-Content (Reading Materials like e-books, PDF, PPT)
- Storage of Course Content with Searching Facilities.
- E-Assessment (MCQ, Short Answer, Image Upload)
- Discussion Forum (Teachers & Learners can discuss individually or in a Group)

VII - Payments, Gateways etc.,

- Integration of Payment Gateway approved by University of Madras
- Secure Payment in Indian currencies and permissible foreign currencies
- Course-wise Revenue Reports & programme -wise revenue reports
- Payment made through Net-Banking, Debit/Credit card should be acceptable

VIII – Supporting Tools

- Plagiarism check for uploaded assignments
- Ability to conduct Live lectures. If using 3rd party software then the same should be fully integrated into platform (like **Big-Blue-Button integration**) with all its features including recording of lectures
- Provision to upload Feedback form

VIII - Scalability

- It is expected that there will be 500 concurrent users to begin with. The entire setup should to accommodate more concurrent users and should be scalable depending on the requirement.

ANNEXURE - II
TECHNICAL BID [Limited Tender]

Tender Schedule for the “**Development and Implementation of Learning Management System (LMS)**” for the Institute of Distance Education, University of Madras, Chepauk Campus, Chennai 600 005,

Profile of the Company and details of the Eligibility Criteria:

The Tenderer should provide the following details.

1. Name of the Organization with Address			
2. Company / Firm Registration Certificate. Relevant Documents should be furnished			
3. Client list with contact name, phone numbers and details			
4. The Bidder should have a minimum experience of 1 year in implementation of LMS for online teaching & learning for any State University /Central University/Higher Educational Institution (Certificates should be furnished on demand)			
5. The bidder shall enclose any MOU / AMC agreements with a minimum of one university! Higher Educational Institution for which you have implemented LMS			
6. Nature of the Organization (Govt. / Public / Private / Partnership / Proprietorship)			
b) The following anyone or all the Certificates to be enclosed for the period of one year			
a) A Proof for work order / Supply Order / to Govt./ Quasi-Govt./Semi-Govt./Public Sector Undertaking / Private / Govt. Higher Education Institution			
b) Annual Turnover of the bidder shall not be less than the cost of LMS during previous 1 / 2/ 3 financial years.			
c) Income Tax Certificate [IT Returns for 1 / 2/ 3 financial years]			
d) PAN No. / GST No.			
7. Maintenance and service centre facilities in Chennai city / other areas and total number of Service Engineers available:			
8. What type of maintenance support does your company provide for the spares			
9. What are your conditions for up gradation of software			
10. In case of breakdown of the, state whether an alternative arrangement will be made			
11. State whether you will agree to supply the manuals Drivers for items supplied.			
18. EMD PAYMENT PARTICULARS [The DD should be enclosed in the Technical Bid only]			
i) Whether exemption claimed as per			
(a) MSME			
(a) Adhaar Udyog Certificate			
(a) Others			
(ii) If payment made by way of DD:			
Sl. No	Name of the bank and Branch	DD no. and date	Amount (in Rs.)

Signature:
Name of the Firm
Phone/Cell No.

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ANNEXURE III

COMMERCIAL BID [Limited Tender]

Supply & Installation of “Development and Implementation of Learning Management System (LMS)” – Institute of Distance Education, Centenary Building, University of Madras, Chepauk Campus, Chennai 600 005,

FINANCIAL BID

Sl. No.	Description	Quantity	Rate (Rs.)
1	Implementation of a standard Open source Learning Management System with the required Skin changes and customization of functionalities as preferred by the University either on CLOUD hosting or on a LOCAL SERVER (including uploading of a video lectures, assessments and other resources		
2	Implementation of Open source video conferencing solution for synchronous learning		
3	Configuration and setup of a standard Cloud implementation		
4	Handover and knowledge transfer cost (inclusive of Technical Training for 2 Technical Staff for a duration of 1 month)		
5	User Training for faculty members for 3 days		
	Sub – Total		
	Applicable GST, if any		
	Grand Total		

[*Note:-If the rates quoted other than Indian value, equivalent Indian value should be quoted]

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[To be executed at the time of entering into agreement before placing order. Each page of this agreement shall be signed by the bidder for acknowledging that the bidder has seen the terms and conditions of the agreement]

AGREEMENT OF CONTRACT

This **AGREEMENT** made on the..... day of2022 between The Registrar, University of Madras, Centenary Building, Chepauk, Chennai – 600 005 (herein after called “the Buyer or the Purchaser or the Tender Inviting Authority”) of the one part and.....

.....
(Name and address of “the Supplier”) (herein after called “the Bidder or the Contractor or the Firm or the Manufacturer or the Seller or the Supplier or the Tenderer”) of the other part.

WHEREAS the said Supplier has agreed with the Registrar, University of Madras for supply of required items to the University of Madras in conformity with the requirements and specifications / configurations.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the following documents referred to, and they shall be deemed to form and be read and construed as part of this agreement :
 - a. The Purchase/Supply/Work order issued by the University based on the acceptance letter submitted by the successful Tenderer after price negotiation.
 - b. Tender Document (Terms and General Conditions together with Specifications / Configurations to be abided by the Tenderers).
 - c. Annexure -I Specifications / Configurations
 - d. Annexure-II Technical Bid
 - e. Annexure-III Commercial Bid
 - f. The Supplier’s Bid including enclosures, annexure, documents, etc.
 - g. Any other document listed in the Tender Document.
2. The Supplier agrees to undertake to install the items as per the requirements as agreed to, in their Acceptance Letter Dated at the rates quoted by him/them after negotiation. The prices are inclusive of all the taxes, duties and charges etc.
3. The supplier agrees that in the event of non-fulfilment or non-observance of any of the conditions stipulated for supply of required items to and at the appropriate premises of the University of Madras as mentioned in the Tender Document in conformity with the requirements and specifications / configurations, the Supplier shall pay as penalty an amount equivalent to 10% of the total value of contract or an amount equal to the actual loss incurred by the University.
4. Neither the Purchaser nor the Supplier shall be liable for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as
 - a. Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - b. Acts of any Government authority domestic or foreign including limited to declare or undeclared, priorities and quarantine restrictions.
5. Any notice to the Supplier shall be deemed to sufficiently served, if given or left in writing at their usual or last known place of abode or business.
6. The period shall be three years or as stipulated by the University authorities with effect from the date of completion of the supply/installation of other than Consumable item/s –

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i.e. Hardwares / Softwares / Computers / Printers / Photo Copiers / Equipments, etc.
Annual maintenance contract shall be two years after completing period.

7. The items shall be supplied **within THIRTY days or as stipulated by the authorities from the date of issue of Supply/Work order.**
8. The Supplier shall agree that the **at 1%** of the Purchase/Supply/Work order shall be imposed by the Purchaser if necessary, **for each week of delay** in delivery with reference to the delivery period given if the supplier fails to deliver the same within the specified period mentioned in the Purchase/Supply/Work order to **maximum extent of 10%**, subject to force majeure conditions. Besides, such performance may entail black listing of the supplier. The supplier shall also agree that in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Tender conditions, the Supplier shall pay as penalty an amount equivalent to **10% of the total value of contract** or an amount equal to the actual loss incurred by the purchaser.
9. **The University shall have the power to make any changes / any other additional conditions as and when found necessary in the Terms and Conditions / Agreement / Work Order without consultation with the Firm / Tenderer / Supplier.**
10. **The University also reserves the right to cancel the transaction and agreement, if and when it is found that the tenderer has failed to supply the items within the period as stipulated in the Agreement / Work Order or violates any of the terms and conditions stipulated in the "Tender Form".**

For and on behalf of

PURCHASER

SUPPLIER

WITNESSES:

WITNESSES:

1.

1.

2.

2.

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