

Request for Proposal

For Conduct of AP Web Based Admission Counseling (APCETs)



**Andhra Pradesh State Council of Higher Education (APSCHE)
3rd, 4th and 5th floors, Neeladri Towers, Sri Ram Nagar,
6th Battalion Road, Atmakur(V), Mangalagiri(M),
Guntur-522503**

**Cost of Tender form : Rs.5,000
EMD – Rs.5 lakhs**

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1. Fact Sheet

S. No	Particulars	Details
1	Tender / RFP ID	APSCHE -CETs-Web Based Admission-2021-22-01
2	Title	Web Based Admission Counselling
3	Tender / RFP date	25.06.2021
4	Selection Method	Tender will be awarded to the Bidder who qualify the PQC and obtain highest score based on the QCBS Evaluation Method
5	RFP issued by	Secretary, APSCHE , Mangalagiri, Guntur (Dt.)
6	Availability of RFP	RFP can be downloaded from APSCHE website: www.apsche.org by 5.00 p.m from 25.06.2021
7	Cost of Tender Form / RFP	Rs.5,000 (Rupees twenty five thousands only) Demand Draft in favour of Secretary, APSCHE payable at Guntur from any of the nationalized bank
8	EMD	Earnest Money Deposit of Rs.5,00,000 (Rupees five lakhs only). Demand Draft in favour of Secretary, APSCHE payable at Guntur from any of the nationalized bank
9	Nodal Officer for correspondence and Clarification	Secretary, APSCHE
10	Last date for Pre bid queries	28.06.2021
11	Pre bid conference	29.06.2021 https://apsche.webex.com/apsche/j.php?MTID=mbfa7fb698534df8ae685d1a17b58b1af Meeting number: 184 828 5882 Password: 2021
12	Issue of addendum/clarification(if any)	29.06..2021
13	Last date of bid submission	Proposals must be submitted no later than 17.07.2021 by 04.00 p.m
14	Opening of Technical bid to assess essential pre-requisites	19.07.2021
15	Presentation & Demonstration by shortlisted bidders	20.07.2021
16	Opening of Financial bid	20.07.2021
17	Declaration of selected	20.07.2021

	bidder	
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2. About APSCHE

The Andhra Pradesh State Council of Higher Education, the first of its kind in the country, set up as per the recommendations of the National Education Policy 1986, is primarily a coordinating body between the University Grants Commission (UGC), the State Government and the Universities. It is the general duty of the Council to coordinate and determine standards in institutions of Higher Education, Research, Scientific and Technical Institutions in accordance with the guidelines issued by the University Grants Commission from time to time. The Chairman, APSCHE is the Competent authority for conducting Common Entrance Tests (CETs) and admissions into various professional/PG courses. APSCHE has been conducting Computer Based Tests (CBT) and admissions in efficient, transparent manner in order to assess the competency of candidates for admission to higher education institutions for many years.

Definitions

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

- I. "Council" means Andhra Pradesh State Council of Higher Education
- II. "Contract" means the agreement entered between the Tendering Authority and the Service Provider, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- III. "Data Processing" includes Data Extraction from database, Data Verification and Data Validation and generation of Reports as required by the Council from time to time.
- IV. "Bidder" - The word "Bidder" when used in the pre award period shall be synonymous with "Selected Bidder" which shall be used after award of the contract.
- V. 'Bid' means the Technical, Commercial and Financial bids
- VI. "The Contract Rate" means the rate offered by the Service provider and accepted by the Tendering Authority under the Contract for the full and proper performance of its contractual obligations.

- VII. "Services" means services ancillary to the Scope of Work herein-above, transportation, any other incidental services and other obligations of the Service provider covered under the Contract.
- VIII. "Service Provider" means the Selected Bidder who becomes the successful bidder after the final evaluation of the tender and to whom this contract is awarded by APSCHE .
- IX. "Day" means all the 7 days of the week including Holidays.
- X. Category-A means all the seats which shall be filled by the convener.
- XI. Spot admissions means admission process for the unfilled seats of category-A in private affiliated institutions as per the procedure specified by APSCHE
- XII. Category-B means, the management quota of seats for which admission process as per the procedure specified by APSCHE
- XIII. Program admissions means admissions into a program admission such as B.Tech, MBA/MCA,MA/M.Com/MSc. etc. leading to award of a degree
- XIV. "Tendering Authority" means The Secretary, APSCHE or any Officer of the APSCHE who has been authorized to issue a work order under this contract.
- XV. "Tender Accepting Authority": The Chairman of APSCHE

3. Request for Proposal (RFP)

Tenders are invited from eligible, reputed and qualified IT Firms/agencies with sound technical and financial capabilities for conducting:

Online web based Admission counselling

This invitation to bid is open to all Bidders meeting the pre-qualification criteria (**PQC**) as mentioned in this RFP Document.

The bidder shall submit quotations for the items mentioned below as part of the financial bid (per registered candidate):

Online web based counselling for admissions

3.1 Background Information

APSCHE conducts admissions to various courses like:

- **AP EAPCET:** Andhra Pradesh Engineering, Agriculture & Pharmacy Common Entrance Test (previously known as APEAMCET)
- **AP ECET:** Andhra Pradesh Engineering Common Entrance Test
- **AP PGECET:** Andhra Pradesh Post Graduate Engineering Common Entrance Test
- **AP ICET:** Andhra Pradesh Integrated Common Entrance Test
- **AP PECET:** Andhra Pradesh Physical Education Common Entrance Test
- **AP LAW CET:** Andhra Pradesh Law Common Entrance Test
- **AP PGLCET:** Andhra Pradesh PG Law Common Entrance Test

- **AP EdCET:** Andhra Pradesh Education Common Entrance Test
- **AP RCET:** Andhra Pradesh Research Common Entrance Test
- APSCHE may conduct any other test such as APPGCET in addition to the above

Total number of candidates seeking admission through the bidder's portal is expected to be about 5 Lakhs. For the academic year 2021-22.

Detailed scope of the work is provided in **Section 4 – Scope of Work**. APSCHE intends to select / the agency to execute the scope described in this section.

APSCHE invites responses ("Proposals") to this Request for Proposal ("RFP") from Companies / Agencies ("Bidders") for selection of "Service Provider".

Proposals must be received not later than the time, date and the venue mentioned in the Fact Sheet. Proposals received after the deadline will not be considered.

Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

4. Scope of Work

Online web based admission phase

Bidder should go through the scope thoroughly, assess the fitment of their solution and fill-up the scope fitment questionnaire provided as part of Annexure – VI

4.1 Online web based – Admission Counselling

- The selected bidder should provide counselling software and services for admission process. The selected bidder shall provide online systems to accept applications to various courses, collect fees, seat allocation in multiple rounds as per business rules, rules of reservation as specified by APSCHE
- Below is the detailed scope of admission counselling:
 1. Selected bidder shall develop Registration form for accepting candidate registrations online and collection of prescribed fees on behalf of APSCHE .
 2. Bidder shall integrate its payment gateway on the website to facilitate payment of prescribed fee.
 3. For all successful registrations, confirmation message shall be sent to candidates by SMS and email
 4. Bidder shall provide screens to APSCHE officials for recording the results of verification session against the candidates' application digitally over internet via secure login ids.

5. Provision for eliminating candidates who do not attend/complete verification session from further process.
6. Web option engine shall be developed to display institute profile, eligibility master, courses offered, tuition fee particulars etc. to the candidates to facilitate web options.
7. Post verification session, the candidates shall be able to record their options for the institutions, courses as per their priority through web option engine as per APSCHE business rules.
8. The software should have provision for uploading scanned copies of certificates by the candidates. The system shall have provision for certificate verification by the verification officers and provision for re upload by the candidate
9. Post web options freezing, provisional allocation will be done by the system based on the business rules shared by APSCHE .
10. The admission process shall be done on multiple phases (iterations) as per business rules of APSCHE
11. Intimation shall be given to the respective students (via email and SMS) on their allotment of the seat and college. Same shall be hosted on bidder's admission portal.
11. Post seat allocation, screens shall be provided to APSCHE officials to update the seat availability for each course/college once an admission round is completed.
12. The software should have provision for generation of allotment order, option for the student to accept and institute to confirm the allotment
13. For each iteration in the process, student shall be able to
 - (a) freeze their current allocation and opt out of next iterations or
 - (b) cancel their current allocation and opt out of the admission process or
 - (c) continue to participate in next iterations, the choices given earlier can be edited in this case
 - (d) opt for any other option as per business rules of APSCHE
14. A report with the final allocations shall be provided to APSCHE post the final iteration. Interim reports shall be provided as per APSCHE requirements.
15. The selected bidder should maintain required bandwidth for hassle free accessibility of the website
16. The selected bidder shall integrate various web services to validate student credentials
17. The selected bidder should facilitate training of APSCHE officials

4.2 Online web based– Admission Counselling for institutional spot and category-B seats

- The selected bidder should provide counselling software and services for institutional spot and category-B admission process for each CET and category separately. The selected bidder shall provide online systems to accept applications to various courses, collect fees, late fees and penalties if any as per business rules specified by APSCHE
- Below is the detailed scope of institutional spot and category-B admission counselling:
 1. Selected bidder shall develop software to generate unfilled seats after final phase of counselling under convener quota for institutional spot admissions.

2. Selected bidder shall provide logins and password to the institutions for uploading the spot and category-B admission details separately.
3. Bidder shall integrate its payment gateway on the website to facilitate payment of prescribed fee/late fee/penalty.
4. Selected bidder shall send SMS and emails to institutions at various stages of institutional spot and category-B admission process.
5. Bidder shall provide screens to APSCHE officials for recording the results of verification session against the candidates' application digitally over internet via secure login ids.
6. Selected bidder shall provide facility to institutions to upload the certificates of the candidates for verification in the admission portal.
7. Selected bidder shall arrange for sharing the uploaded certificates to verification officers for verification and accept/reject/resubmit options with appropriate comments.
8. Selected bidder shall provide facility for re uploading the certificates of rejected/resubmit candidates and facility for re verification.
9. Selected bidder shall provide the facility for downloading the proceedings copy to universities/institutions from their logins.
10. Selected bidder shall provide different levels of administrative logins and rights to APSCHE officers as specified by APSCHE .
11. Selected bidder shall make modifications in the software as and when required by APSCHE to suit the revised policies of APSCHE /Govt. of A.P

Deliverables from APSCHE for Online Web based Counselling:

1. Business rules for Admission
2. Time lines and schedules for web counselling
3. Notification regarding web counselling and schedules for each CET
4. Finalize the list of institutions, fee structure and intake participating in the counselling
5. Share the business rules including rules of reservation for seat matrix and allotment
6. Rules for institutional and category-B admissions

5. Eligibility Criteria (PQC – Pre-Qualification Criteria)

Bidder must comply with entire PQC and fill-up the compliance form provided in Annexure – I: Questionnaire for Eligibility Criteria. Bidder not compliant with any PQC parameter will be rejected.

5.1 PQC – Organization

- 1) The bidder should be a company/ firm registered in India. The bidder should be registered and operating in India for a minimum of 5 years with prior experience of offering relevant web based admission counselling Services that is the subject matter of this tender.
- 2) The bidder shall be single point of contact with APSCHE and shall be solely responsible for the execution and delivery of the work.

- 3) The average turnover of the bidder should be minimum INR 5Crore in each of previous 3 consecutive financial years (FY 2019-20, 2018-19, 2017-18) of which atleast INR 1.0 crore turnover shall be from web based counselling
- 4) The bidder should not have incurred any loss during previous consecutive three years up to financial year ending 31 March 2020. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.
- 5) The bidder should be registered with appropriate tax authorities such as Income Tax, GST and should submit valid certificates of registration with these authorities.
- 6) The bidder must have relevant experience in conducting web based admission counselling
- 7) The bidder must have successfully executed Web based admission counselling for atleast 3 different programs. The documentary evidence in the form of work order/contract/project completion etc. must be enclosed.
- 8) The bidder/ group companies must have owned/outsourced servers and network bandwidth. Bidder should submit self-declaration along with Master Service Agreement with DC/DR service provider (for outsourced DC/DR)
- 9) The contract shall be on “End to End outsource basis” and the bidder should have all relevant facilities and logistics available to execute entire scope of work.
- 10) The bidder should not have been blacklisted at any time by central / state government departments / undertakings.

5.2 PQC - Assessment Platform

- 1) The proposed software must be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the Web based admission counselling.
 - a) The bidder should have all the necessary components and dependency of source code web based admission counselling system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by APSCHE must be met immediately. The bidder should have sufficient number of regular technical employees employed in-house in India for Conduct of web based admission counselling, development of software, maintenance of software, networking and data security.
 - b) The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
 - c) Proper security provision for source codes shall be maintained.
- 2) The proposed software should be Govt. of India compliant CERT-IN certified for IT security.
- 3) The bidder should be able to support the entire solution and provide necessary response in a reasonable timeframe.
- 4) At any time before the submission of bids, APSCHE may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required. APSCHE reserves the right to cancel or modify the tender.
- 5) Even though bidders may satisfy the above requirements, they may be disqualified:

- a) if they have made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or

Sr. No.	Criteria (Online admission counselling)	Score
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financial failures/weaknesses.

- b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

6) Scoring Model for Web based admission counselling

1.1	Bidder's profile	20
1.1.1	Legal Structure	10
	Partnership /Proprietary Private Limited Limited Company	3 7 10
1.1.2	Overall regular staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations)	10
	= 100 - 200 > 200 - 400 > 400	3 7 10
1.2	Bidder's Financial Capability	10
	Average annual turnover for the period 2017-18, 2018-19, 2019 – 20	10
1.2	More than 5 CR and Less than 10 Crore INR More than 10 CR and Less than 20Crore INR More than 20 Crore INR	3 7 10
1.3	Bidder's experience in projects of similar scale	15
1.3.1	Maximum no of candidates registered for online web based admission counselling in the last three years (Year 2020-21, 2019-20& 2018-2019)	10
	20,000 – 50,000 Candidates 50,001 to 1,00,000 Candidates >1,00,000 Candidates	3 7 10
1.3.2	No of online admission counselling projects implemented in last three years (Year 2020-21, 2019-20 & 2018-2019)	5
	1-5 6-10 >10	1 3 5
1.4	Software Solutions	20
1.4.1	Software - source code of the online web based counselling software	10
	Third party software Own software	5 10
1.4.2	Software certification	10
	Non CERTin empanelled	5

	CERTin empanelled	10
1.5	Bidder's infrastructure capability	20
	Data Centre Operations	10
1.5.1	Hosting and DC operations outsourced to a 3 rd party	5
	Own DC, with ISO 9001 & ISO 27001 certified operations	10
	Data Centre	10
1.5.2	Tier III DC infrastructure	5
	Tier III DC infrastructure owned by the bidder company/group	10
1.6	Bidder's Presentation and Demonstration	15
	Presentation and Demonstration	15
	TOTAL	100

7) Evaluation of Bids

7.1 Technical Evaluation

- 1 Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.
- 2 The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for APSICHE requirement. However, the committee shall have sole discretion to call for discussion/presentation.
- 3 To qualify for technical evaluation the bidder must comply with the Questioner for Eligibility Criteria given in Annexure – VI.
- 4 Bidder compliance with Scope fitment (Annexure – VI) will be thoroughly evaluated and bidders not supporting APSICHE critical requirements will be rejected

7.2 Financial Evaluation

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. APSICHE shall inform the date, place and time for opening of the Financial Bid.

7.3 Evaluation and Comparison of Bids

70 % weightage will be awarded for Technical Evaluation and 30 % weightage will be awarded for Financial Evaluation

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

7.4 Final Evaluation Criteria - Quality and Cost based selection (QCBS)

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$ (rounded off to 2 decimal places) Where,

F_n = Normalized commercial score for the Bidder under consideration

F_b = Absolute financial quote for the Bidder under consideration

F_{min} = Minimum absolute financial quote

Composite Score (S) = $T_s * 0.70 + F_n * 0.30$

The Bidder with the highest Composite Score(S) would be awarded the contract.

8) Important Instructions

1. The Bidder should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the web based admission counselling. Results of such performance tests should be made available for each major release of the system used to conduct the admissions.
2. Suitable emergency management plans towards any crisis situations/redundancy of servers, students' data etc. should be maintained by the Bidder.
3. The Bidder should be able to support the entire solution (across INDIA) on a 24 x 7 basis with a maximum response time of 3 hours for mission critical issues.
4. At any time before the submission of bids, APSCHE may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
5. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by APSCHE .

9) General Information

The tender is a "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial bid should contain only commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Tenders made by fax and those received late will not be entertained.

The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.

The bidder should enclose bid security (EMD) in form of Demand Draft in favor of Secretary, APSCHE as specified in Fact Sheet. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document.

Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. APSCHE may also independently seek information regarding the performance from the clients.

The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless APSCHE calls it for.

Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.

Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.

The tender document must be downloaded from APSCHE web site www.APSCHE.org and submitted along with a fee of Rs.5,000 (Rupees five thousands only) in the form of demand draft in favor Secretary, APSCHE. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted. The technical and financial documents should be kept separately in sealed envelopes and both these envelopes should be kept in one envelope super scribing "**Tender for web based Admission Counselling and Processing**" conducted by APSCHE so as to reach Secretary, APSCHE, 3rd, 4th and 5th floors, Neeladri Towers, 6th Battallion Road, Sriram Nagar, Atmakur (Vil), Mangalagari (M), Guntur (Dt.) Andhra Pradesh, PIN - 522503 by 04.00 p.m

on 17.07.2021. Late tenders shall not be accepted. The technical bid shall be opened as mentioned in the tender document in the presence of bidders who may like to be present.

All disputes arising shall be subject to the jurisdiction of Hon'ble High Court of Andhra Pradesh Amaravathi alone and shall be governed by the law of India. APSCHE reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of APSCHE shall be final. Initially the contract will be for one year and may be extended for 2 more years depending upon successful completion of the job and performance review.

The payment shall be in Indian Rupees and shall be paid only after successful completion of work. The successful bidder must sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost, and time over runs etc.

Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.

Any disputes arising out of this tender will be subject to the courts in Amaravathi only

- Even though bidders may satisfy the above requirements, they may be disqualified in the following scenarios:
 - If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
 - If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - If confidential inquiry reveals facts contrary to the information provided by the bidder.
 - If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

In such cases, APSCHE reserves the right to reject the bid.

The technical bid (Cover-I) shall consist of –

Document	Description
RFP Response	RFP Response except commercials
ANNEXURE-I	Checklist of Supporting Documents
ANNEXURE- II	Financial Information
ANNEXURE- III	Details of Similar Works Executed
ANNEXURE –IV	Structure of The Organization
ANNEXURE – V	Details of Technical and Administrative Personnel to be Employed for the Work
ANNEXURE – VI	Questionnaire for Scope fitment checklist
Additional Documents	EMD & Tender Fees

The financial bid (Cover-II) shall consist of –

- I. Quote for Conduct of online web based admission counselling

10) Appointment of Successful Bidder

10.1 Award Criteria

APSCHE will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

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

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

10.3 Notification of Award

Prior to the expiration of the validity period, APSCHE will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, APSCHE may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, APSCHE will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after signing of Contract.

10.4 Signing of Contract

After APSCHE notifies the successful bidder that its proposal has been accepted, APSCHE shall enter a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between APSCHE and the successful bidder with mutually agreed terms and conditions.

10.5 Penalty

1. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidated damages on account of delays, errors, cost and time overrun etc.
2. In case of non- fulfillment of the service provider's specific obligation as under the contract, which non-fulfillment leads to data loss/non-compliance of event-based log/data saving. The service provider shall indemnify APSCHE to the extent of any loss suffered by APSCHE as a result of such data loss/ non-compliance of event-based log/data saving. However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount payable for that particular program admissions by APSCHE to the service provider (under the terms of the contract), provided, however, that this limitation shall not apply to any liability for damages arising from willful misconduct or negligence

10.6 Time Frame

The successful bidder would be required to make the system up and operational within a period of 30 Days from the date of signing of Contract.

10.7 Information security and data privacy

The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

The vendor shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

10.8 Processing Norms

APSCHE owns the candidate data and Bidder is only a processor. APSCHE and the vendor acknowledge and agree that the provision of Services under this tender may require the vendor to interact with APSCHE and suppliers of APSCHE relating to the Services as special agent for and on behalf of APSCHE and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by APSCHE and agreed by the Parties. The vendor shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of vendor's compliance with the Processing Norms. APSCHE agrees to indemnify, defend and hold vendor and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from the selected bidder's compliance with Processing Norms. Further, APSCHE shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

10.9 Payment Schedules

The payment to the service provider shall be made in Indian rupees and shall be paid within 2 weeks after the successful completion of the entire admissions of a particular program admissions as per the schedule, without any errors. No advance payment shall be made. Each program admissions shall be treated as separate project and the payment shall be made course

wise once the admissions for that course are completed.

10.10 Fraudulent and Corrupt Practices

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

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

_ "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Admission Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of APSCHE who is or has been associated in any manner, directly or indirectly with the Admission Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of APSCHE , shall be deemed to constitute influencing the actions of a person connected with the Admission Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Admission Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of APSCHE in relation to any matter concerning the Project;

_ "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Admission Process.

_ "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Admission Process;

_ "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by APSCHE with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Admission Process; or (ii) having a Conflict of Interest; and

_ "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Admission Process.

10.11 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or APSCHE as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or APSCHE shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 60 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, APSCHE shall make payment for all the services rendered by the bidder till such date of termination of contract.

10.12 Proprietary Rights

All rights, title and interests in and to the Web based admission counselling Platform and any other material used by the bidder in the provision of the Services shall exclusively belong to the bidder or its licensors ("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and APSCHE shall not be entitled to claim any rights therein. All rights, title and interests in APSCHE Data shall always remain with APSCHE . APSCHE agrees that the bidder shall have the right to list APSCHE in its marketing material and use APSCHE logo with respect to such listing and for reference purposes. APSCHE acknowledges that the provision of the Services hereunder by the selected bidder shall be on a non-exclusive basis and the bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients.

10.13 Limitation of Liability

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of data, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the value paid to bidder by APSCHE for the counselling year wise charges payable that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting

from the willful misconduct and (ii) breach of the use terms in respect of bidder's application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of APSCHE to perform any of APSCHE 's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge APSCHE for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

ANNEXURE-I
Checklist of Supporting Documents
 (To be kept in Cover-I of Technical Bid)

S.No.	CRITERIA	SUPPORTING DOCUMENTS	WHETHER ENCLOSED (YES/NO)
I) GENERAL			
1	The bidder should be a company/ firm registered in India under 'The Companies Act, 2013'. The bidder should be registered and operating in India for a minimum of 5 years with prior experience of offering web based admission counselling Services that are the subject matter of this tender.	Company Registration Certificate issued by ROC.	
2	The Bidder should be registered with appropriate tax authorities such as Income Tax, GST and should submit valid certificates of registration with these authorities.	GST Certificate	
3	The bidder should not have been blacklisted by central / state government departments / undertakings	Self-Declaration	
II) WORK EXPERIENCE			
4	The bidder's Average Annual Turnover during last three financial years (FY 2019-20, 2018-19, 2017-18) should be Rs 5 crores or more, of which atleast Rs.1.0 crores shall be from web based admission counselling in India	Financial Statement / Authorized document	
5	Bidder must have relevant experience in conducting web based admission counselling of similar scale at a State Level and well versed with procedures.	Work Order / Contract / Completion Certificate	
6	The bidder must have successfully executed admission projects of similar scale across the last three years (Year 2020-21, 2019-20 & 2018-2019).	Work Order / Contract /Completion Certificate	
7	The bidder must have successfully executed at least one web based admission project of greater than 20,000 registered candidates for admission in a single year for a single customer in the last three years (Year 2020-21, 2019-20 & 2018-2019).	Work Order / Contract /Completion Certificate/ Client Confirmation Letter	
III) SOFTWARE & SERVICE QUALITY			
8	The bidder/ group companies must have owned/outsourced infrastructure for hosting in data center.	Copy of Cert-In certificate	

9	The proposed software must be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the web based admission counselling	Self-Declaration	
IV) Manpower & Financial Stability			
10	The average turnover of the bidder should be minimum INR 5 Crore in each of during last 3 consecutive financial years (FY 2019-20, 2018-19, 2017-18), of which atleastRs.1.0 crores shall be from web based admission counselling	Financial Statements (P&L, Balance Sheet)	
14	The bidder should not have incurred any loss during last three years up to financial year ending 31 March 2020. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.	Financial Statements (P&L, Balance Sheet)	
15	The bidder should have on his pay roll minimum 100 Technical and Administrative employees for the proper execution of the contract.	HR-Declaration / ESI / PF	

ANNEXURE- II

Financial Information
(To be kept in Cover-I of Technical Bid)

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

S.No.	Details	(1) 2019-20	(4) 2018-19	(5) 2017-18
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Financial Position:			
iv)	Revenue from Digital Assessment works			

- Up to date Income Tax Clearance Certificate/ ITR acknowledgement copies of last 3 years to be enclosed

Note: Attach additional sheets, if necessary.

(Signature of Bidder)

ANNEXURE-III

Details of Similar Works Executed
(To be kept in Cover-I of Technical Bid)

Sr. No.	Name of Work/ Project & Location	Owner of sponsoring organization	Total no of candidates	Date of commencement as per contract	Actual date of completion	Litigation/ Arbitration pending in progress with details	Name, Designation and Address/telephone number of officers to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

(Signature of Bidder)

ANNEXURE – IV

Structure of The Organization

(To be kept in Cover-I of Technical Bid)

1. Name and address of Bidder:
2. Telephone No./Fax No./Email address:
3. Legal status (Attach copies of original document defining the legal statuses).
 - a) An Individual :
 - b) A Proprietary/Partnership bidder :
 - c) A Private Limited :
 - d) A Limited Company or Corporation :
 - e) Any other (Please Specify) :
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy)
 1. Registration Number :
 2. Organization/Place of registration :
 3. Date of validity :
5. Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reasons for not completing the work.
7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work.
8. Have you or your constituent partner(s) been debarred/blacklisted for tendering in any organization at any time? If so, give details.
9. Area of specialization and Interest
10. Any other information considered necessary but not included above.

Signature of the bidder

ANNEXURE –V

Details of Technical and Administrative Personnel to be Employed for the Work

(To be kept in Cover-I of Technical Bid)

SI No	Designation	Total number available in that category	Number available for this work	Name	Qualification	Professional experience and details of work carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

(Signature of Bidder)

ANNEXURE–VI
Questionnaire for Scope Fitment
 (To be kept in Cover-I of Technical Bid)

S.No	Scope	Compliant (Yes/No)	Remarks/ Page Reference
1.	The selected bidder should develop and host Online Application form for the candidates		
2.	Integration with Payment Gateway should be available for application fee payment		
3.	Dashboard / Reports / MIS on various parameters should made available to APSCHE .		
4.	The selected bidder should provide a Mobile App to APSCHE for quick view of dashboard and reports		
5.	The selected bidder should provide a Mobile App to students for view application status, download allotment order, and related features.		
6.	Software should have capability to provide options to record institute wise course preference by the candidates.		
7.	All admission phase processes shall be carried out by the selected bidder in consultation with APSCHE .		
8.	The selected bidder shall implement all rules of admission as prescribed by APSCHE/Govt. of AP from time to time		
9.	The selected biddershall ensure allocation of course to conduct based on the rules/validation shared by APSCHE .		
10.	MIS generation/ customized reports: The selected biddershall provide adequate information to the admission section as per the requirement of APSCHE .		
11.	The selected bidder shall provide online systems to accept applications to various courses, collect fees, seat allocation in multiple rounds as per business rules, rules of reservation as specified by APSCHE		
12.	The selected bidder shall be able to modify the software as required by APSCHE from time to time		

ANNEXURE- VII
FINANCIAL BID

(To be kept in Cover-II of Financial Bid)

Sr. No.	Particulars	Per Registered Candidate per course (Rs. in figure)	Per Registered Candidate per course (Rs. in words)
1	Web based Admission Counselling		

The rates quoted shall be exclusive of duties and taxes.

Date

(Signature of Bidder)