

Request for Proposal for Implementation of Web based ERP System

Volume I – Bidding Instructions and General Terms & Conditions



भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad

Invitation for online bids (e-tender) in two bids systems, for implementation of Web-based Enterprise Resource Planning (ERP) System

Tender Ref. No: IITH/PUR/ERP/T015

Date: 25/01/2021

Indian Institute of Technology Hyderabad invites online bids (e-tender) in two bids systems, for implementation of Web-based Enterprise Resource Planning (ERP) System to automate Academic & Administrative Functions covering the entire Institute. The bidder should be a company registered in India under the Companies Act, 1956 with a registered office and operations in India.

Item Description	Estimate Cost of Tender (Rs).	EMD (Rs)
Implementation of Web-based ERP System at IITH	NA	NA

The Tender Document can be downloaded from <https://mhrd.euniwizarde.com>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>

The bid is to be submitted online only through the E-procurement portal of <https://mhrd.euniwizarde.com> up to the last date and time of submission of tender.

No manual bids will be accepted. All quotation (both Technical and Financial) should be submitted online through E-procurement portal of <https://mhrd.euniwizarde.com>

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support - Phone No. 011-49606060. Mail id: - helpdeskeuniwizarde@gmail.com

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Glossary

IA	Implementing Agency
AMES	Application Maintenance & Enhancement Services
BG	Bank Guarantee
EMD	Earnest Money Deposit
BSD	Bid Security Declaration
RFP	Request for Proposal
FRS	Functional Requirements Specifications
CRP	Conference Room Pilot
UAT	User Acceptance Test
FAC	Final Acceptance Certificate
FRS	Functional Requirements Specification

Chapter-0: INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Tender Document can be downloaded from <https://mhrd.euniwizarde.co>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>.

The bidders are required to submit soft copies of their bids electronically on the <https://mhrd.euniwizarde.com> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, preparing their bids in accordance with the requirements and submitting their bids online.

More information useful for submitting online bids may be obtained at: <https://mhrd.euniwizarde.com>

0.1 GUIDELINES FOR REGISTRATION

1. Bidders are required to enrol on the e-Procurement Portal by clicking on the link “Online Bidder Enrolment ” on the e-tender Portal by paying the Registration fee of Rs. 2000/- +Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact the help desk for getting the DSC.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on portal <https://mhrd.euniwizarde.com>

8. After completion of registration payment, bidders need to send their acknowledgement copy on help desk mail id helpdeskeuniwizarde@gmail.com for activation of their account.

0.2 SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

0.3 PREPARATION OF BIDS

1. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Each bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

0.4 SUBMISSION OF BIDS

1. Bidders should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by IIT Hyderabad.
3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of Bank Guarantee (BG), the bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official of IIT Hyd before the Online Opening of Technical Bid. In case of non-receipt of BG in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal <https://mhrd.euniwizarde.com>), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using <https://mhrd.euniwizarde.com>

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact euniwizard helpdesk (as given below) for any query related to e-tendering
Phone No. 011-49606060. Mail Id: - [helpdeskeuniwizarde@gmail.com/](mailto:helpdeskeuniwizarde@gmail.com) Mr.Vijay - 08448288989/Mr.Gagan-8448288987

CHAPTER-1: INVITATION FOR TENDER OFFERS

Indian Institute of Technology Hyderabad invites online bids (e-tender) in two bids systems, from Indian Origin Software Companies/ERP Implementing Agencies.

Request for Proposal (RFP) Structure

Contents of this RFP have been documented as a set of two volumes explained below.

Volume I: Bidding Instructions and General Terms & Conditions

Volume I of RFP intends to mention all the information that may be required by the potential bidders to understand the evaluation criteria, commercial terms, bid process details, etc. to thereby participate in the bid process for implementation of ERP and Web based ERP-like solutions at IITH.

Volume II: Technical and Functional Requirements, and Solution Scope

Volume II of RFP intends to highlight all the details with respect to functional and technical requirements of the ERP solution along with the necessary scope of work for implementing the solution that IITH deems necessary to share with the potential bidders. This volume has Appendix A which is a separate document.

This document is Volume I.

1.0. About IIT Hyderabad

IIT Hyderabad is an Institute established under IITs Act 1961 and is an Institute of National Importance. IITH is a fully funded Autonomous Body under the Government of India. It is a teaching and research Institute.

IITH has currently 17 Academic departments, Administrative Departments, Centers of Excellence, a few Section-8 Companies (Incubated by IITH), and One Technology Research Park.

At present, the Institute has 2984 students. The Institute has planned to accommodate 4500 plus students by the end of Phase II of campus construction. The Phase II includes 8 departmental buildings, hostels, sports complex, guest house, Admin (main) building, Incubation Centre, Knowledge Centre (Library), Research Centre Complex and Lecture Halls. The construction activities of Phase-II

have commenced in April 2019 and are expected to be completed by 2022. IIT Hyderabad started its academic programmes in 2008 with student strength of 111 in three branches of B.Tech. In January 2009, IITH admitted 11 Ph.D. students. As of September 2020, IITH has 17 departments with enrolment of 2984 students, pursuing studies in various programmes viz. B.Tech. (913 excluding 2020 intake of 425), B.Des(10 excluding 2020 intake of 20), M.Sc. (168), M.Tech. (760), M.Des (61), M.A (19), and Ph.D (1053). IIT Hyderabad started M.Tech in Data Science for working professionals from July 2015. From July 2019, IIT Hyderabad will be offering B.Tech programmes in 11 departments; B. Des. Programme in Design, M.Sc. programmes in 03 departments; 18 M.Tech. programmes across 10 departments; M.Des. Programme in Design; MA programme in Liberal Arts and Ph.D in 15 departments. As of April 2020 IIT Hyderabad has 220 faculty members. As far as non-faculty posts are concerned, the institute is functioning with 157 permanent staff and several project staff. IIT Hyderabad has a very vibrant research culture with nearly 1100 plus Grant-in-Aid projects and 190 labs. It may be noted that the number of Departments and students may vary from time to time.

The Bidders have to understand the functioning of the Institute while preparing their offers. The following are required to be considered:

1. IIT Hyderabad is a growing organization.
2. The number of students, faculty, staff, students, research / project staff, research projects, etc are continuing to grow.
3. The number of departments, centers, and programmes offered will also continue to grow.
4. The proposed ERP solution should facilitate the smooth creation of new departments/centers/courses etc. and also should enable smooth functioning, integration and coordination of all units.
5. The bidder should either port data from the existing systems or integrate them to the ERP system to be deployed.

1.1 Purpose of this Document

This document contains Bidding Terms and Conditions. This document is to provide information that may be required by the potential bidders to understand the evaluation criteria, commercial terms, bid process details, etc to thereby participate in the bid process for implementation of an End-to-End Web-based ERP Solution for Academic and Administrative functions including but not limited to, Finance & Accounts, Stores & Purchases & Asset Management, Human Resources Management & Payroll, Estate Management, Project Management and Asset Maintenance activities for IITH which can be accessed by all the department and section users.

The Bidders are requested to give detailed tender in two bids i.e.,

- a. Part - I: Technical Bid
- b. Part - II: Commercial Bid

1.2 Date & Time Schedule

The timelines for the tender will be as per Table 1.1.

Table 1.1: Date and time schedule regarding the tender process

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	25 Jan 2021	1600 hrs
2	Last Date for Sending Pre-Bid Queries	08 Feb 2021	1700 hrs
3	On-Line Pre-Bid Meeting	15 Feb 2021	1530 hrs
4	Upload of Pre-Bid Clarifications/Corrigendum if any	22 Feb 2021	1700 hrs
5	Bid Submission Start Date	23 Feb 2021	0900 hrs
6	Bid Submission Close Date	15 Mar 2021	1700 hrs
7	Opening of Technical Bids - Envelope 1 'A'	16 Mar 2021	1100 hrs

1.3. Availability Of Tender

The Tender Document can be downloaded from <https://mhrd.euniwizarde.co>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>

1.4. ELIGIBILITY CRITERIA

The following is the pre-qualification criteria:

1.4.1 Eligibility Criteria/Pre-Qualification for Bidders

a. The Bidding firm (Prime Bidder) can form a consortium of a maximum of two members for supply of ERP to automate Academic & Administrative functions of IITH. Out of the consortium members, the Prime Bidder should be responsible and contact point for supply, installation & commissioning of the software solution including the delivery of services as per this RFP scope. The Prime Bidder is responsible for total completion of the project and shall be the contact point during the execution of the Project.

b. The bidder(s) must fulfill the following pre-qualification conditions. Technical bids of bidders fulfilling the following pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Bids not fulfilling the pre-qualification conditions given below will be rejected.

c. Pre-qualification Criteria for Bidders (Refer Table1.2)

Table 1.2: Prequalification parameters and supporting documents required

Sr. No.	Prequalification Parameter	Supporting documents Required
1	The bidding is open to Companies registered in India under Companies Act 1956 or Companies Act 2013, or Firms registered with Registrar of Firms. The firms who qualify this condition can form consortium as a maximum of two companies	<p>a) Self-Attested copies of Memorandum and Articles of Association of Company in case of company, or attested copy of certificate of Registration of firms and societies in case of Firms.</p> <p>b) Self-Attested copy of partnership deed of the form if firm is a partnership firm</p> <p>c) List of its present Directors/Owners/Executive council members/trustees/board members of the bidder/Agency (as applicable) on official letter head of the Agency duly signed by the authorized signatory of the bidder/Agency.</p> <p>d) In case of consortium a copy of the agreement between prime bidder & consorted firm to be submitted.</p>
2	The bidder(s) must be registered with Tax Department.	Self-Attested copy of the GST number issued by Government of India.
3	The Prime Bidder must have experience as an ERP solution providing agency for 5 or more years	Self-attested Experience Certificate to substantiate the declaration. Bidder should provide the Profile in the Proforma given in the form of Annexure II.

4	The Prime Bidder's Annual turnover should have been a minimum of INR 3 Cr during each of the last three financial years from Information Technology (IT) services.	Copies of Audited statements like Balance Sheet, P&L statement along with an audit report certified by their appointed Statutory Auditor must be provided. Bidder should submit in the Proforma given in Form of Annexure IV.
5	The Bidder either individually or jointly (Any of Consortium member) should have implemented an ERP System in at least 2 Higher Education Institutes in India (IITs/IIMs/IISERs/NITs/State or Central Universities) in the Last Five Years. Enclose proof for the same.	Bidders should submit work order copies and work completion letters. Bidders shall submit references from each as per the form given in Annexure V.
6	The bidder(s) either individually or jointly should have not been Debarred and / or blacklisted by any Central / State Govt. Department/ Public Sector Undertaking / Organization in India etc. in the last five years.	Undertaking by an Authorized representative. Proforma given in form of Annexure VI.
7	The Bidder should have the following personnels on their payroll for successful implementation of the ERP solution. i) Higher Education Domain Specialist ii) Functional Lead – Accounts Specialist iii) Functional Lead- Procurement iv) Functional Lead – HR area	Profiles of the personnels to be furnished as per Annexure IX. Please furnish the details on who will handle which of the functionalities.

1.5. Envelope 1- Technical Bid

Bidders are required to submit their Technical Bid in two (2) parts in separate envelopes, as under.

1.5.1 Envelope 1 'A'

Documents as per Eligibility Criteria in 1.4.1 (c) have to be submitted.

1.5.2 Envelope 1 'B'

Envelope 1 'B' will be opened only on compliance to each of the Eligibility and Pre-Qualification Criteria as per 1.4.1 (c) submitted in Envelope 1 'A'.

The Envelope 1 'B' shall have the following documents:

1. Compliance to every clause of Functional and Technical Specifications of the solution, ensuring strict conformity in every respect, in order to avoid ambiguity.
2. Compliance to Project Timelines and Payment Milestones
3. Technical documentation that includes :
 - a. Technical solution being offered providing information, architecture and performance details, etc.
 - b. Product brochure / Technical Specifications / Data Sheets for the solution being offered.
4. Response and supporting documents against Technical Evaluation Criteria given in Section 1.9.2 i.e., Parts A to E.
5. Details about Post Implementation warranty and AMES support.
6. Compliance to Terms & Conditions & duly filled in Annexure forms to be submitted as per Chapter-4.

1.5.3. BID SECURING DECLARATION

Bid Securing Declaration: The Bidders are required to sign a Bid Securing Declaration as per **Annexure XII** accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or submit a Performance Security, they will be suspended for the period of 2 years.

The firm registered with NSIC/MSME must give proof of registration along with their quotation failing which the bid will not be considered.

Exemption from submission of Bid Securing Declaration against valid and relevant NSIC /MSME Certification is permitted, however it shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the NSIC Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as "not-accompanying Bid Securing Declaration". Therefore, Bidders claiming exemption from Bid Securing Declaration against NSIC certificate, should ensure the same carefully, while submitting their bids.

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

Bids submitted without Bid Security Declaration or relevant Certificates for exemption will stand rejected no correspondence in this regard shall be entertained.

1.6. Envelope 2- “Price Bid”

The Price Bid shall consist of the price quoted for the item mentioned in the Annexure XI. The following key points are to be considered while submitting the commercial bids:

- i. All prices are to be quoted in Indian Rupees only.
- ii. Price bid shall indicate per Unit prices and applicable Taxes separately.
- iii. Quoted prices should be inclusive of charges for all activities in scope of work, all types of required support, licenses, upgrades, accessories, tools, utilities, patches required for full functionality of the proposed system.

1.7. Clarifications on RFP

Queries/clarifications either technical, financial or commercial, if any, that may arise should be referred by the bidders by e-mail to office.erp@comp.iith.ac.in. Online Pre-Bid Meeting will be conducted as per the date of schedule. The link for the same will be mailed to all the bidders who have sent the pre-bid queries. The Institute will respond only to those queries sent through e-mail as per the format at Annexure I. The bidders who wish to attend the Pre-Bid Meeting, however have not sent any query should also forward their request for attending the meeting. The link/invitation for attending the meeting will be forwarded to them accordingly. The clarifications will be uploaded to the IIT Hyd & ITI E-Wizard website only.

1.8. Technical Committee

- (i) On the due date the technical bids of pre-qualified bidders will be opened and referred to a duly constituted technical committee.
- (ii) The technical evaluation will be an assessment of the Technical Bid. IIT Hyd representatives will proceed through a detailed evaluation of the Technical Bids in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Hyd will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender. The recommendation of the technical committee is the final and binding on all the parties.

(iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IIT Hyd and these criteria/recommendation will also form as a part of short-listing of the firms.

(iv) The Technical Committee will examine all the technical aspects of the bids received. Further, the Technical Committee may seek additional information from other Institutes and also call for detailed technical presentations from the BIDDERS.

(v) The information received from other institutes, presentations and demos given by the BIDDERS and the bids already submitted together will be examined with reference to the tendered specifications and the technical evaluation criteria given in the RFP by the Technical Committee for arriving at the list of technically responsive bids. The recommendation of the technical committee is the final and binding on all the parties.

(vi) In the event of seeking any clarification from various BIDDERS by IIT Hyd, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation

1.9. Bid Opening And Evaluation Process

a. Technical Bids will be opened as per the Date Schedule & Time.

b. Price Bids of the eligible bidders will be opened on a later date. The date and time for opening of the Price Bids will be announced later.

c. Bids would be summarily rejected, if tender is submitted other than through the online portal. The Bid is to be submitted within stipulated date / time.

1.9.1 Bid Evaluation

i. The evaluation of bids will be based on a composite Quality Cum Cost Based Selection (QCBS) process.

ii. IITH will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms

to all the Specifications, Scope of Work, Eligibility Criteria and Terms & Conditions of the Tender document without deviations, exceptions, objections, conditionality or reservations.

iii. Technical Bids which strictly contain all of the following shall undergo a Technical Evaluation:

- a. Compliance to every criterion of the Eligibility and Pre-Qualification Criteria along with Documentary proof
- b. Compliance to every clause of the Scope of work
- c. Compliance to Functional & Technical Requirement Specifications of this RFP
- d. Brief about Technical solution offered, Technical documentation, Datasheets, etc.
- e. Compliance to Project Timelines and Payment Milestones
- f. Post Implementation Application Maintenance and Enhancement Service (AMES) details
- g. Compliance to Terms & Conditions of this RFP

iv) During evaluation of the bids, IITH may at its discretion, ask the Bidder for clarification regarding its bid. The bidder has to submit the clarification as desired by IITH. The request for clarification and the response shall be in writing and no change in Price of the bid shall be sought, offered or permitted. All clarifications should be submitted within the time stipulated by IITH. Clarifications replies received will be part of the bid document. IITH has the right to accept or reject the clarifications provided by the Bidder.

v. IITH requires the Bidder to make presentation of the proposed ERP solution and may ask arranging site visits of such clients of the bidders where a similar kind of solution has been implemented

vi. Such Technical Bids, that are found suitable after thorough evaluation of the details furnished as per above given list, shall be declared as **Technically Acceptable for further evaluation by opening their respective Price bids.**

vii. Total score of each bid will be calculated by giving **70%** weightage for technical evaluation (based on Technical Evaluation Criteria) and **30%** weightage for commercial evaluation (i.e., financial score).

viii. Bid getting the highest total score will be adjudged as H1, i.e., winning bid for awarding the contract for implementing a web based ERP system for IITH.

1.9.2 TECHNICAL EVALUATION PROCESS

The evaluation of the technical bids will be carried out as per the Technical Evaluation Criteria given below.

Technical evaluation is broken down into 6 Parts i.e., A, B, C, D, E & F which together carry 70% overall weightage. The bidder has to give a technical presentation covering Parts A to E and a demo covering modules mentioned in Part F as per the tender schedule to the technical committee. The technical evaluation committee's scoring decision shall be final and binding on all the parties.

Part A – Technical evaluation related to Bidder's Profile and Related Experience

Evaluation Attributes

Organization, No. of years of operations in educational ERP domain, Annual revenue in India over the past 5 years, Proposed Implementation Team, and Proposed Post Implementation Support Team.

*For each of the attributes listed above, the bidder has to furnish necessary supporting document(s), similar to the documents submitted against the prequalification criteria (refer Table 1.2). Further, the bidder has to submit a document titled **Response-To-Part-A-of-Technical-Evaluation.PDF** which should contain details like name of each attribute, a summary of the response, names of the supporting documents submitted, etc.*

PART B – Technical evaluation of Project Plan and Implementation Methodology given by the bidder for the proposed ERP system

Evaluation Attributes

Proposed Project Plan, Business Design, Implementation Approach and Methodology, Identified Project Risks & Mitigation Strategies, Detailed timelines of project execution, Training Plan for various stakeholders and users of ERP systems, Change Management, Process for creation of Documentation/Help Manuals and their updation from time-to-time, Proposed Escalation Matrix to address tickets raised and for adhering to SLAs.

*For each of the attributes listed above, the bidder has to provide a detailed response. A document titled **Response-To-Part-B-of-Technical-Evaluation.PDF** which should contain details like name of each attribute, a summary of the response, names of the supporting documents providing the complete information, etc.*

Part C – Functional evaluation related to response to the functional requirements specifications (FRS) in Appendix A

Evaluation Attributes

Extent of Direct fit of FRSs of various modules given in Appendix A through the standard ERP solution of the bidder, Extent of fitment of FRSs through Future Releases of ERP Software of the bidder, Extent of Third Party offerings used as part of the integrated ERP solution proposed by the bidder for meeting FRSs of various modules, Extent & complexity of customizations needed for the standard ERP solution of the bidder for meeting FRSs or no solution available at all for the specific FRSs and the bidder has to develop them from scratch

*The bidder shall be provided five options to map the Institute's FRSs at the granularity of module or sub-module given in Appendix A as per their ERS solution capability (viz, **Direct fit through Standard ERP Solution, Future Releases of Standard ERP Solution, Third Party offering used as a part of the integrated ERP Solution, Customization to ERP Solution and No Solution Available**). This mapping has to be submitted in the form of a spreadsheet with the following mandatory fields <Name of Module, Name of Sub-module (if applicable), Fitment Option, names of supporting documents, Remarks>. Bidder must also provide detailed supporting documents like datasheets, user manuals, screenshots, integration methodology in case any 3rd party offering are used, customizations or new developments needed with the difficulty level (low/medium/high), etc in their response to each of the module/sub-modules in Appendix A for the technical committee to fully assess the capability of the bidder and extent of fitment of the proposed solution by the bidder in meeting the Institute's requirements.*

The bidder should assume complete responsibility for their responses against the functionality fitment of the Institute requirements as stated in Appendix A. Any variation found during the evaluation/demonstration/engagement shall be considered as a fraudulent practice which is liable for forfeiture of the PBG without prejudice to other legal remedies that the Institute may take in this regard.

PART D – Technical evaluation of Non-Functional (Technical) Capabilities of the ERP Solution given by the bidder

Evaluation Attributes

General Application/Solution Architecture; Modular Design, Multi-tier approach; Agility, Scalability, High availability; Open APIs, Use of standard data-exchange formats and protocols like XML, JSON, REST API; Usage of free/open source software/databases/OS; Industry standard architectural principles and software engineering principles; Role based access control; Single sign on; Desktop and mobile browser compatibility; Responsive frontend design; Audit trails at ERP level and database level; ERP Administration & Maintenance Capabilities, Reporting/analytics Capabilities, Integration Capabilities; Security Framework; Configuration Capabilities, Usage of workflow or business process engine for adding new processes/workflows/modules, Extensibility Capabilities; Tools/Accelerators & methodologies used for process automation, Issue management, bug tracking & reporting; Load/stress testing; Data migration, Backup/restore, disaster recovery framework; Data archival mechanism.

*For each of the attributes listed above, the bidder has to provide a detailed response for the technical committee to assess technical merit of the proposed ERP solution. A document titled **Response-To-Part-D-of-Technical-Evaluation.PDF** which should contain details like name of each attribute, a summary of the response, names of the supporting documents providing the complete information, etc.*

PART E – Solution Case Studies, Client Reference Checks, and Previous experience with tools for data migration

Evaluation Attributes

I. Client Reference checks and Solution Case Studies

The bidder should provide client reference checks and case studies of ERP systems deployed in the higher education sector.

Refer Annexure V – Past Experience of the Bidder for the format of supporting documents that needs to be submitted. Each case study report should have a section comparing scope of work of their previously deployed ERP systems with the FRS of IITH's ERP system.

II. Previous experience with tools for data migration and issue management

Evaluation will be done based on tools available with the bidder and proposed to be deployed for the data migration phase of IITH's ERP and for issue management during the project tenure. Competence of the bidder in terms of previous experience in managing complex data migration activities will also be considered.

The bidder should provide client reference checks for data migration and issue management tools deployed.

PART F – Technical evaluation of Proof of Concept (POC) demonstrations given by the bidder

All the bidders who have met prequalification criteria and qualified for POC demonstration (based on getting a minimum of **60%** score to each of Parts A to E in the technical evaluation process) shall be invited to present their demos for the following five modules.

- I. **Finance and Accounting** (budgeting & commitment control, etc)
- II. **Payroll** (Salary change due to retrospective Promotion or Pay commission, DA hike, etc)
- III. **Stores & Purchases** (online creation of Indent, Purchase Order. Online Creation and approval of Stores Demand Note and issue of items, etc)
- IV. **Academics** (student dashboard consisting of profile, Scholarship, Course Taken, CGPA, Payment Dues,)
- V. **Issue Management System** (to raise tickets, escalate it, collecting feedback from the user after resolving the issue, etc)

Based on the POC demonstration/s, the Institute technical evaluation team shall evaluate the bidder/s based on their solution mapping capability as per the Institute requirements to compute the final rating.

Table 1.3: Technical Scoring Points

Sr. No.	Main Criteria and Attributes	Min Marks Required (140*)	Max Marks (200)
Part A	<p>Credentials of Bidder & Experience in ERP</p> <p>[Organization, years of experience in educational ERP domain, Annual Revenue, Project Management Capabilities, Proposed Implementation Team, Proposed Support Team]</p>	6	10
Part B	<p>Implementation Approach & Methodology</p> <p>[Project Plan, Business Design, [Implementation Methodology, Identified Project Risks & Mitigation Strategies, Detailed timelines of project execution, Training, Change Management, Documentation, Escalation Matrix]</p>	15	25
Part C	<p>Functional Evaluation as per the FRS in the Appendix A</p> <p>[Extent of Direct fit of FRSs through Standard ERP Solution, Extent of fitment of FRSs through Future ERP Releases, Extent of Third Party offering as part of integrated Solution for the FRSs, Extent & complexity of Customizations as part of ERP Solution for the FRSs or no solution available at all for the specific FRSs]</p>	24	40

<p>Part D</p>	<p>Non-Functional (Technical) Capabilities</p> <p>[General Application/Solution Architecture, Modularity, Agility, Scalability, High availability, Open APIs, REST API, multi-tier approach, standard data exchange formats, usage of free/open source software/databases/OS, industry standard architectural principles, Role based access control, single sign on, browser compatibility, responsive frontend design, audit trails, ERP Administration & Maintenance Capabilities, Reporting Capabilities, Integration Capabilities, Security Framework, Configuration Capabilities, Usage of workflow or business process engine for adding new processes/workflows, Extensibility Capabilities, Tools/Accelerators & methodologies used for process automation, bug reporting, load/stress testing, data migration, backup/restore, DR, archival mechanism]</p>	<p>30</p>	<p>50</p>
<p>Part E</p>	<p>Solution Case Studies & Client References</p> <p>[Client Base in the higher education sector in India (especially in other IITs), No. of concurrent users, total no. of regular Users and nature of modules implemented in the past deployments, Relevant Case Studies, Relevant Client References, Previous experience with tools for data migration, issue management, etc]</p>	<p>15</p>	<p>25</p>

<p>Part F</p>	<p>Proof of Concept Demonstration of the following modules:</p> <p>Finance and Accounting (budgeting & commitment control, etc)</p> <p>Payroll (Salary change due to retrospective Promotion or Pay commission, DA hike, etc)</p> <p>Stores & Purchases (online creation of Indent, Purchase Order. Online Creation and approval of Stores Demand Note and issue of items, etc)</p> <p>Academics (student dashboard consisting of profile, Scholarship, Course Taken/CGPA, Payment Dues, etc)</p> <p>Issue Management System (to raise tickets, escalate it, collecting feedback from the user after resolving the issue, etc)</p>	<p>30</p>	<p>50</p>
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***Note that the sum of the individual minimum scores of Parts A to F is 120 but the minimum qualifying overall score is 140. A bidder should score the minimum marks (i.e., 60%) under each of Parts A to F mentioned above and also secure an overall minimum score of 140 in the technical evaluation in order to be declared technically qualified and only their price bids will be opened for commercial evaluation.**

Technical bid carries 70% weightage. The technical score achieved by a bidder as per above criteria will be equalized / normalized to 70 Marks. For example, if the technical score for a tenderer is 160, normalized technical score for the bidder will be $(160/200) \times 70 = 56$ marks.

1.9.3 Commercial Evaluation

Financial Score (Y): The bidders shall submit their quotes as per the format given in Annexure XI.

i. The Financial proposals shall be evaluated on the basis of Consolidated Cost Summary (Inclusive of all Taxes) – “Grand Total” offered by the bidder to IITH. Any monetary figure in decimal shall be rounded off to the nearest INR.

ii. The financial offers of the qualified bidders (who have secured technical score of 140 or above) shall be tabulated for this project and the bidder with lowest financial offer will be given a financial score of 100.

iii. The financial scores of other bidders for the project shall be computed as follows:

$$\text{financial score} = 30 \times \frac{\text{Lowest Offer of all bids}}{\text{Offer quoted by the bidder}}$$

iv. The marks secured as above shall be the Financial Score of the bidder for the project (Y).

v. In cases of discrepancy between the prices quoted in words and in figures, the value as per the guidelines of Manual of Procurement shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

1.9.4 Award Criteria

Composite score of the Bidders for the bid shall be worked out as in Table 1.4 by following Quality cum Cost Based Selection (QCBS) scheme

Table 1.4: Composite score of the Bidders

Bidder	Technical Score (X) after normalizing it to 70	Financial Score (Y) after normalizing it to 30	Composite Score (D=B+C)
A	B	C	D

The selected bidder (called H1) shall be the one securing the highest composite score (D). However, in the event of two or more Bidders securing exactly the same composite score, then IITH reserves the right to:

- i. Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as Implementing Agency
- ii. If technical scores are also the same, then the Bidder who has successfully implemented more number of ERP projects is declared as the IA.

1.10. Accept / Rejection of Bids

i. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document.

- b. During validity of the proposal, or its extended period after the last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
- c. The Bidder proposing a “Conditional-Proposal”.
- d. Proposal is received in incomplete form.
- e. Proposal is not accompanied by all the requisite documents.
- f. Information submitted in a Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
- g. Bidder tries to canvass or influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
- h. The Bidder(s) have been Debarred and / or blacklisted by any Central / State Govt. Department/ Public Sector Undertaking / Organization in India etc. in the last five years.
- i. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified.
- j. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of signing of agreement or within such extended period, as may be specified by IITH
 - ii. Bidders may note that while evaluating the proposals, if it comes to IITH's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by IITH.
 - iii. IITH will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Agencies and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract.

1.11. Cost of Bidding and Award of Contract

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing product demos, in providing any additional information required by IITH to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit IITH to award a Contract. Further, no reimbursable cost may be incurred in anticipation of award of Contract for implementation of Project.

The bidder securing the highest consolidated score (H1) as per QCBS process will be invited for negotiation if necessary, with IITH. Upon successful negotiation, the work will be awarded to the bidder. If negotiations fail, IITH reserves the right to decide on the next course of action.

1.12. Signing Of Agreement

The signing of agreement for the project is as follows,

1.12.1 Discharge of Bid Securing Declaration

Prior to signing of the Agreement, IITH shall request the Selected Bidder to provide Performance Guarantee pursuant to this RFP.

1.12.2 Signing of Agreement

IITH notifies the Selected Bidder that its proposal has been accepted and IITH shall enter into an Agreement with the Successful Bidder. Upon the successful bidders furnishing of performance security, IITH will notify each unsuccessful bidder.

1.13. Expenses for the Bid/Agreement

The incidental expenses of execution of Bid/Agreement shall be borne by the Implementing Agency.

1.14. Failure to abide by the Terms and Conditions

Failure of the Implementing Agency to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IITH may forfeit the Performance Bank Guarantee. The contract may be awarded to the next Bidder who is second position based on the technical & commercial evaluation. However to award the contract to the second positioned bidder is at the discretion of IIT Hyd and not the right of the second positioned bidder to be awarded the contract.

1.15. Bid Validity

The tender and the price quoted shall be deemed to remain valid for acceptance for a period of six (6) Calendar months from the date of submission. In the event of termination of the tender process due to reasons not attributable to the Bidders/Implementing Agency the IITH shall not be liable for any extra cost or expenses or shall not be liable to pay any claim or expenses to the Bidders/Implementing

Agency. However, if the same pertains to the reasons attributable to the Implementing Agency, appropriate action, including blacklisting of the vendor as deemed fit by the Institute will be taken.

1.16. Fraud and Corruption

IIT Hyd requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

(i) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels; and

(iv) **Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

(b) IIT Hyd will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

1.17. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, Director, IIT Hyd’s interpretation of the clauses shall be final and binding on all parties.

1.18. Legal Compliance

i. The Implementing Agency hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the organization identifies or information comes to the organization's attention that the Implementing Agency is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), IITH shall be entitled to terminate this agreement with immediate effect.

ii. The Implementing Agency shall maintain all proper records, particularly but without limitation

accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation.

iii. The Implementing Agency shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act. In case the same is not paid, the liability under the act shall solely rest with the Implementing Agency.

1.19. Right to accept or reject the bids

The Director, IIT Hyderabad reserves the right to accept the bids in full or in parts or reject summarily or partly without assigning any reason. The Director also reserves the right to cancel this RFP without any financial and legal obligations on IIT Hyderabad.

~End of Chapter 1~

CHAPTER-2: TERMS AND CONDITIONS

2.0. TERMS & CONDITIONS

- i. Bidder shall ensure high security, reliability and data integrity for all the service components provided.
- ii. Bidder shall provide all services specified or otherwise, which are required to fulfill the intent of ensuring performance, operability, maintainability and the reliability of the complete work covered under Scope of Work. If any item, though not specifically mentioned, is required to complete the project for its reliable, efficient and trouble free operation, the same shall also be taken to be included and be installed, configured, developed by the Bidder as per requirement.

2.1. Standards

The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between IITH and the bidder, and when no applicable standard is mentioned, the services / products / deliverables shall be supplied under the authoritative and appropriate international standards of such services / products / deliverables and such standards shall be the latest issued by the concerned institution/s.

2.2. Language

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc., being in a language other than English, a certified translation should accompany the documents as a part of the RFP.

2.3. Performance Bank Guarantee

Security Deposit in the form of Performance Bank Guarantee (PBG) valuing three percent (3%) of the Total Contract price (excluding taxes and duties), valid till the completion of installation, commissioning & maintenance of solution & digitization of records as per the requirement and issue of Acceptance Certificate upon successful completion of the contract, shall be deposited by way of Bank Guarantee from a Nationalized Bank. This Guarantee should be furnished immediately, but in any case, not later than fifteen (15) days from the date of signing the Contract. This amount is liable to be forfeited, in full or in part, for breach of any of the terms and conditions of the Contract.

2.4. Roll-out of specific modules

The IA should prepare module wise development and roll-out of the core and other modules specified in the FRS document.

2.5. Source code, licensing and IP Rights of ERP Software

Any code used in the implementation of the core and other ERP modules should be shared with IITH so that future performance enhancements and/or debugging can be independently carried out by IITH post the project term. However, the ownership of the source code and IP rights of ERP rests with the IA or OEM of ERP software. IITH will not use or distribute the source code for any commercial or non-commercial purposes. Any necessary agreements can be made in this regard between IITH and IA. Further, any updates made to the code during the beta testing, warranty and AMES period should also be provided to IITH. Necessary perpetual licencing (if any) to use the source code and workflow engine (if applicable) should be issued to IITH.

2.6. Third party product and licencing

The IA shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the deliverables, services, applications, services etc. provided by the IA or subcontractors under this agreement shall be acquired in the name of the IITH and IA shall have the non-exclusive, unlimited right to use such licenses for the purpose of execution of any of its obligations under the terms of this agreement. Also, such licencing should be perpetual in nature. However, subsequent to the term of this agreement, such approvals etc. shall endure to the exclusive benefit of the IITH.

If license agreements or other agreements are necessary or desirable between the IA and third parties for purposes of enabling / enforcing/implementing the provisions hereinabove, the IA shall enter into such agreements at its own sole cost, expense and risk and all such licenses etc. shall be bought in name of the IITH unless otherwise directed in writing by the IITH. Also, such licencing should be perpetual in nature.

2.7. Mode of Payment

IITH shall make all payments through RTGS or NEFT within 30 days of submission of all documents and as per the schedule of payments.

2.8. Authorized Signatory

The IA shall advise of the authorized signatories who can discuss and correspond with IITH, with regard to the obligations under the contract. Requisite authorization authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The IA shall submit at the time of

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

2.9 Contract Period

The contract period for providing services will be from the date of the agreement, and will be valid for the timelines as per this RFP. The IA needs to execute a comprehensive, definitive Service Level Agreement (SLA) with IITH covering all terms and conditions of this RFP. The SLA will cover performance and availability of the solution deployed.

Any subcontracting activity by the IA should take place only with the prior approval of IIT Hyderabad.

2.10 Responsibilities of Implementing Agency

The IA will be solely and completely responsible for any deficiency in service, deficiency in the overall product/solution, any deficiency in any third party component/products, any part/module/service developed by subcontractors, and the IA would be completely responsible in fixing and rectifying these deficiency including coordinating with third party for rectifying all such deficiencies where third party component/product/service is deficient. The IA will also be solely and completely responsible for any misdeeds, damages, illegal acts and any other actions or inaction of its project personnel as well as any of the personnels of its subcontractors that results in any kind of harm to IIT Hyderabad or any personnels of IIT Hyderabad or any tangible or intangible assets of IIT Hyderabad in any fashion, including the reputation of IIT Hyderabad.

2.11 Implementing Agency Personnel

The IA will agree, acknowledge and covenant that in case the services of existing employees of the IA are withdrawn / terminated by the IA, sufficient notice has to be given to IITH and a replacement of equivalent qualification should be deployed. Care should be taken so that the handover takes place in a smooth fashion.

2.12 Provisional Acceptance Certificate

The date of successful completion of beta testing of core and other modules shall be treated as the date of Provisional Acceptance Certificate (PAC).

2.12.1 Final Acceptance Certificate (FAC)

The IA shall warrant that the proposed ERP system or any part thereof shall be free from defects in the work executed. The system shall be supported by the bidder for a period of one (1) year under warranty and three (3) Years under AMES. After satisfactory completion of these four years period, IITH shall issue the Final Acceptance Certificate (FAC).

2.13 Termination of Contract

- i. IITH may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the IA, terminate the contract in whole or part,
 - a. If the IA fails to deliver any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by IITH; or
 - b. If the IA fails to perform any of the obligation(s) under the contract; or
 - c. If the IA has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- ii. In the event of IITH terminating the Contract in whole or in part, IITH may engage other Bidders, upon terms and in such manner as it deems appropriate, services similar to those delivered and the IA shall be liable to IITH for any additional costs for such similar services limited to the total amount paid. However the IA shall continue the performance of the Contract to the extent not terminated.
- iii. IITH may at any time terminate the Contract by giving written notice with a notice period of 30 days to the IA, if the IA becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the IA, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IITH.
- iv. IITH may by written notice, with a notice period of 30 days sent to the IA may terminate the Contract in whole or in-part at any time for its convenience. The notice of termination shall specify the termination is for IITH's convenience, the extent to which performance of work under the IA is terminated and the date upon which such termination becomes effective. On termination, the IA is entitled for compensation to the extent of work done till the date of termination.

2.14 Applicable Laws & Jurisdictions

The Contract and all questions, disputes or differences arising under or in connection with this Contract, subject to Arbitration clause, shall be subject to the exclusive Jurisdiction of the courts within the local limits of Hyderabad/Sangareddy District, Telangana State, India.

2.15 Resolution of Disputes & Arbitration

In case of any dispute(s) or difference(s) whatsoever arising under or out of or in connection with the Contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree resolve/settle the same by submitting that dispute to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration proceeding shall be English and the place of arbitration proceedings shall be Hyderabad/Sangareddy, Telangana (St.) India.

All dispute or differences whatsoever arising between the IA and IITH out of or in relation to the construction, meaning and operation or effect of the Contract, with the IA, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/s strictly under the terms and conditions of the purchase contract, executed between IITH and the IA. In case the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators with one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be subject to the exclusive Jurisdiction of the courts within the local limits of Hyderabad/Sangareddy, Telangana, India.

The award shall be final and binding on both the parties and shall apply to the contract.

Work under the Contract shall be continued by the IA during the arbitration proceedings unless otherwise directed in writing by IITH unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by IITH, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

2.16. Liquidated Damages

- i. Liquidated Damage will be levied at the rate of 1% per month subject to a maximum of 10% on the total value along with applicable taxes of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay due to reasons not attributable to the Implementing Agency will be excluded from the delivery schedule.
- ii. In the event of failure by the Implementing Agency to fulfil the delivery conditions, IITH at its discretion may initiate any of the actions as given below.
 - a. Extension of time may be permitted to complete the work.
 - b. Additional resources to be requested for speeding up the work.

- c. Liquidated Damages being levied
- d. Contract with the Implementing Agency terminated as per the Termination clause.
- e. Any other action as may be deemed fit by IITH in the best interest of the Institute.

2.17. Delays In Bidder's Performance

The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the contract and any delay in completion of the obligations by the bidder will enable IITH to resort to any or all of the following:

- i. Claiming Liquidated Damages
- ii. Termination of the contract fully or partly and claim liquidated damages.
- iii. Invoking Bank Guarantee

2.18. Confidentiality

- i. The IITH may allow the IA to utilize confidential information as per the needs of the Project and the IA (including its employees, contractors, agencies and representatives) shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. No member of IA's team shall, without prior written consent from the IITH, make any use of any Confidential and Proprietary Information given by the IITH, except for purposes of performing this Agreement. Each member of IA's team shall keep all the Confidential and Proprietary Information, provided by IITH to them or their respective employees as confidential.
- ii. Additionally, the IA shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities to the extent necessary/required as per regulations/law. The IA shall use the information only to execute the Project.
- iii. IITH shall retain all rights to prevent, stop and if required take the necessary punitive action against the IA regarding any forbidden disclosure. The IITH reserves the right to adopt legal proceedings, civil or criminal, against the IA in relation to a dispute arising out of breach of obligation by the IA under this clause
- iv. IA shall not use the data disclosed by IITH under this Agreement to provide services for the benefit of any third party, as a service bureau or in any other manner
- v. The IA shall notify the IITH promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of the IITH.

2.19. Adherence to Terms & Conditions

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

2.20. Indemnity

The bidder shall indemnify, protect and save IITH against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the ERP System proposed by the bidder. The bidder should also assumes responsibility for, and shall at all times indemnify IITH or their employees from all losses, liability, claims, costs, expenses, taxes and assessments, including penalties, punitive damages, attorney's fees and court costs which are, or may be, required with respect to any breach of the bidders obligations under this Contract, or for which the bidder has assumed responsibility under this Contract, including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages, or the compensation of all persons employed by the bidder or his subcontractors or suppliers in connection with the performance of any work covered by the Contract.

2.21. Ownership of documents

The IITH shall own all documents provided by or originating from the IITH and all the documents produced by or from or for the IA in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by the IITH, the IA shall deliver to the IITH all the documents provided by or originating from the IITH and all the documents produced by or from or for the IA in the course of performing the services, unless otherwise directed in writing by the IITH at no additional cost The IA shall not, without the prior written consent of the IITH store, copy, distribute or retain any such documents.

2.22. Integrity Pact

All bidders shall sign the Integrity pact along with submission of their acceptance of technical specifications and commercial terms & conditions as per **Annexure XIII** of this the RFP. Non-signing of Integrity pact shall disqualify the bidder.

2.23. Conflict of Interest

The IA shall hold IITH's interests paramount, and strictly avoid conflict of interest with other assignments. If during the period of the Agreement, a conflict of interest arises for any reasons, the IA shall promptly disclose the same to the IITH.

The IA shall also cause its staff not to engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under or pursuant to the Agreement.

The IA shall disclose to IITH in writing, all actual and potential conflicts of interest that arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict.

2.24. Exit Management

This schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the Agreement, for any reasons whatsoever. In the case of termination of the Project implementation, the parties shall agree on the exit management procedure and duration at that time. The agreement will also be on business interruptions, transfer of project assets, payment during exit management period, knowledge transfer, transfer of confidential information and data, employee details, transfer of certain agreements, rights of access to premises, exit management plan and transfer costs.

2.25. SERVICE LEVEL AGREEMENTS

2.25.1 Service Level Agreement

The Service level objectives for the project are as follows and this shall be the part of the contract.

i. Timeliness of the following activities:

1. Completion of the overall Architecture and Design for the core and other modules
2. Successful delivery of Conference Room Pilot (CRP) Demos of the core and other modules
3. Successful completion of Cross functional integration test, load and stress test, and subsequent release of beta version Go-Live to all the users of IITH
4. Commissioning of stable version Go-Live at the institute level with the user acceptance test (UAT).

Note: The above activities shall be mentioned in the Project plan

ii. Quality of the proposed ERP Solution

- a. All the bugs of high and medium category shall be closed before the deployment

b. Compliance to the technical requirements and the features detailed in the Functional Requirement Specifications (FRS) of this RFP. These are mentioned in the Appendix A document.

iii. Service level for initial response and resolution of issues

iv. Project timelines as per the agreed timelines

v. Resource availability as planned and committed for project execution

2.25.1.1 Availability Performance Standard

Components	Availability / Uptime
<p>Availability (Uptime) of Proposed Solution in the production system and all associated software components installed by the Implementing Agency (IA).</p> <p>Note: Uptime will be calculated on a basis of 24*7*365 hours availability of the system each quarter.</p>	>=99.5%

2.25.1.2 Liquidated damage structure

The penalty structure is defined in the following Table 2.1.

Table 2.1: Liquidated Damages Penalty structure

Service Target	Target	Penalty
Delay in the completion of Cross functional integration test, load and stress test, and subsequent release of beta version Go-Live to all the users of IITH	15 Months and 18 months for the core and other modules, respectively.	Penalty of 1% of the Total Contract Value per month or part thereof, capped at 10% of Total Contract Value. Any penalty beyond 10% of Total Contract Value shall/may lead to termination of the contract.
Delay in the commissioning of stable version Go-Live at the institute level with the user acceptance test (UAT)	24 Months	

In addition to penalties stated above, IITH reserves the right to recover cost of investment for delay in implementation. Delays arising due to causes not attributable to the Implementing Agency will not attract penalties.

2.25.1.3 Service Levels for Warranty Support and Application Maintenance & Enhancement Services (AMES)

Penalties for various items related to the warranty support and AMES are listed in Table 2.2.

Table 2.2: Penalty regarding service levels during warranty or application maintenance support

Severity Levels	Severity Type	Service target	Resolution Duration	Penalty
Usage Standstill	Critical	1. An application is unavailable and blocks the execution of the primary Institute process. A workaround is not possible. 2. Operations -critical part of an application is not available. A workaround is not possible. 3. Operations critical functions cannot be executed. A workaround is not possible.	0- 8 Hrs.	0.5% of Monthly Charges of Warranty or AMES Charges
Performance Degradation /Partial Impact	High	1. Important functions perform with response times that deviate significantly from the agreement. 2. The user is able to work but is unable to achieve a normal productivity level due to the problem. 3. Partial unavailability of system or components.	0- 48 Hrs.	0.25% of Monthly Charges of Warranty or AMES Charges

Regular, Default Category	Medium	1. A non-critical part of an application is unavailable. A workaround is not possible but the user is able to achieve a normal productivity level. 2. The problem has few consequences for the user and workaround is possible. 3. The majority of the functions operate normally	0- 72 Hrs.	0.1% of Monthly Charges of Warranty or AMES Charges
No Immediate Impact to Institute	Low	1. The problem has few consequences for the user and there is a workaround. 2. The application or its parts are used by a very few users & the unavailability has affected the Institute.	As Agreed mutually for each case.	0.05% of Monthly Charges of Warranty or AMES Charges

Non-adherence to the Service Levels above on account of causes not attributable to the Implementing Agency will not attract penalties. In addition to penalties stated above, IITH reserves the right to recover cost of investment for delay in implementation. Any System Unavailability on account of planned downtime shall be excluded from the definition of breach of Service Level Agreement.

A three-monthly performance evaluation will be conducted using the three monthly reporting periods of that period. The framework for penalties, as a result of not meeting the Service Level Targets is as follows.

- The performance will be measured for each of the defined service level metrics against the minimum / target service level requirements and the violations will be calculated accordingly.
- The number of violations in the reporting period for each level of severity will be totaled and used for the calculation of penalties.

2.26 Public Procurement (Preference to Make in India), Order 2017

a) IIT Hyderabad shall compare all substantially responsive bids to determine the lowest valued bid as per the QCBS process defined in this RFP. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II

dated 15th June 2017 and its subsequent amendments. Accordingly preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

b) As per the above order and its subsequent amendments “Local Content” means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly the suppliers will be classified in the following categories.

- i) Class I local Supplier – has local content equal to more than 50%
- ii) Class II local Supplier – has local content more than 20% but less than 50%

c) **Verification of Local Content** : The Class I Local Supplier /Class II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide **self-certification as per Annexure XIV** that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.

In case of procurement in excess of Rs.10 crores, the suppliers shall be required to provide the certificate from the Statutory auditor or cost auditor of the company giving the percentage of local content.

The bidders can be debarred for a period up to two years as per Rule 151(iii) of GFR 2017, in case of false declaration.

~End of Chapter 2~

CHAPTER-3: PAYMENT TERMS & SCHEDULE

The payments would be as per the schedule given in Table 3.1.

Table 3.1: Payment terms and schedule

Sr. No	Project Milestone	Timeline	Percentage of payment to be released for	
			Core modules	Other modules
1	Upon completion of the overall detailed Architecture and Design for the core and other modules & their approval by IITH	Within 4 Months for Core & Other Modules	15%	15%
2	Upon Successful delivery of Conference Room Pilot (CRP) Demos of the core and other modules	Within 12 and 15 Months for Core & Other Modules, respectively	10%	10%
3	On successful completion and approval by IITH, of Cross functional integration test, load and stress test, and subsequent release of beta version Go-Live to all the users of IITH	Within 15 and 18 Months for Core & Other Modules, respectively	35%	25%
4	At the end of beta testing of all modules at the institute level and commissioning of stable version Go-Live at the institute level with the user acceptance test (UAT) approval by IITH	24 Months for both Core & Other Modules	30%	40%

5	After a successful warranty period for the stable system. The Warranty period is 12 months and it starts after 24 Months.	36 Months for both Core & Other Modules	10%	10%
	Total		100% of Price Quoted for Core Modules	100% of Price Quote for Other Modules
6	Data migration from legacy systems and Integration with legacy systems	Total amount shall be paid after successful migration of data into the production environment for the respective modules and successful integration with legacy systems		
7	Application Maintenance & Enhancement Services (AMES) Support: for three years after the warranty period	Twelve equal Instalments (i.e quarterly basis paid at the end of each quarter)		

The timelines for completion of Core Modules is 15 Months from the date of signing of agreement between IA and IITH.

Timelines for completion of other modules is 18 Months from the date of signing of agreement between IA and IITH (i.e., 3 Months after the completion of Core modules)

~End of Chapter 3~

CHAPTER-4: ANNEXURES

Annexure I- Pre-Bid Queries Format

All enquiries from the Bidders relating to this RFP must be e-mailed to office.erp@comp.iith.ac.in. Queries should necessarily be submitted in the following Format: Institute will respond to only those queries that are sent through mail as per the below format only.

Sr.No	Chapter/ Section No.	Page No	Content of the RFP requiring clarification	Clarification Sought
1				
2				
3				
n				

Annexure II - Profile of the Bidder

Sr.No	Particulars	Details
01	Name of the Company	
2	Year of incorporation	
03	Nature of the Company	
04	Company's Nature of Business	
05	Company's Legal Status	Private Ltd Company Public Ltd Company Partnership Proprietorship Joint Venture/Consortium Others (Please specify in case of others)
06	Company Category	1) Micro Unit as per MSME 2) Small Unit as per MSME 3) Medium Unit as per MSME 4) Ancillary Unit 5) SSI 6) Others (In case of Others please specify)

07	Experience in IT /ERP solution providing agency for 5 or more years (Self- attested Experience Certificate to substantiate the declaration)	
08	Company should have experienced and qualified Software Engineers & ERP experts on its rolls.	
09	Registered Office Address	
10	Office Telephone Number	
11	Contact Person	
12	Name	
13	Telephone Number a. Mobile. b. Landline	
14	Email Address	
15	Permanent Account Number	
16	GST	
17	Banker's Name, Address and Account Number	

Name:

Company Name

Signature Authorized Signatory

Date:

Annexure III - Power of Attorney

Sample form of Power of Attorney for signing the Bid

(On INR 100.00 Non judicial Stamp Paper and duly notarized)

KNOW ALL MEN BY THESE PRESENTS,

We _____ (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (*name*), _____ son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the _____ (the "IITH") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the IITH, representing us in all matters before the IITH, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the IITH in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the IITH.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____.

For _____

(Signature, name, designation and address)

Witnesses:

1. (Notarized)

2.
Accepted
(Signature, Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

In case the Application is signed by an authorized Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such IIT-P may be enclosed in lieu of the Power of Attorney.

Annexure IV - Financial Information

Criteria	Sub Criteria	FY	Total Financials
Financial Capability	Turnover exclusively from business activities related to IT/ ITES services	2019-20	
		2018-19	
		2017-18	
Net worth	Measured as paid- up capital plus free reserves	2019-20	
		2018-19	
		2017-18	

Signed & Certified by

Statutory Auditor of the Company

Note : Audited P&L and Balance Sheet to be submitted.

Annexure V – Past Experience of the Bidder

Sr.No	Particulars	Details
1	Name of Project	
2	Name of Client	
3	Address	
4	Type of Client (IITs/IIMs/IISERs/NITs/State or Central Universities)	
5	Total Number of Students and other users	
6	Order Value of the Project	
7	Project Start Date (month/year)	
8	Project End Date (month/year)	
9	Referrals(Client side): Provide one referral only per client.	1. Name 2. Designation (Head of Organization or ERP Cell) 3. Mobile Number 4. Landline Number 5. Email ID (Organization issued)
10	Brief Description of the Project with module names	

Note: Separate sheet to be submitted for each client.

Documentary proof required:

- Copy of Work order
- Certificate of successful implementation and maintenance issued by the client

Name:

Company Name

Signature Authorized Signatory

Date: On this Day....

Annexure VI - Declaration on Blacklisting

[Date]

To,

The Director
Indian Institute of Technology
Kandi, Sangareddy, 502 285
Telangana

Sub: - Selection of Implementation Agency for Supply, Installation, and Implementation & Hosting of Enterprise Resource Planning Solution to automate Academic & Administrative Functions of IIT Hyderabad.

Tender Ref: _____, Dated __/__/20__

Sir,

I/We hereby declare that my company has not been debarred / black listed as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other Quasi Government bodies / Organizations, and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the firm)

Annexure VII - Certificate Of Conformity/ No Deviation

[Date]

To
The Director
Indian Institute of Technology
Kandi, Sangareddy, 502 285
Telangana

CERTIFICATE

This is to certify that, the specifications of Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired standards set out in the bidding document.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date:
Place:

Annexure VIII - Declaration of Acceptance of Terms & Conditions in the RFP

[Date]

To
The Director
Indian Institute of Technology
Kandi, Sangareddy, 502 285
Telangana

Sub: - Selection of Implementation Agency for Supply, Installation, and Implementation & Hosting of Enterprise Resource Planning Solution to automate Academic & Administrative Functions of IIT Hyderabad

Tender Ref: _____ , Dated ___/___/20__

Sir,

This is to certify that the RFP document – RFP No..... dated..... is carefully read & understood and all the sections and clauses are **COMPLIED WITH UNCONDITIONALLY AND UNEQUIVOCALLY**. There is no deviation from the terms & conditions of the RFP. We also hereby confirm that the solution proposed by us will meet the project requirements.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

Annexure IX - Format for Proposed Project Team

Sr.No	Names of resources	Proposed role	Education Qualification	Relevant Experience	Total Experience
1					
2					
n					

Format for CVs

Sr.No	Attribute	Details
	Proposed position	
	Name of Firm	
	Name of Staff	
	Designation	
	Date of Birth	
	Nationality	
	Language (Speak/ Read/ Write)	
	Education (indicate college/university and other relevant specialized education of staff members, giving names of institutions, degrees obtained and year of completion)	
	Membership and professional association if any	
	Other training (indicate significant training / certification which are relevant for this Project)	
	Details of relevant projects where staff has worked	Project 1 Name:



	(Name of the ERP Product must be mentioned in each ERP project)	<p>Project Detail:</p> <p>Position Held (from month/year-to month/year):</p> <p>Individual's Role & Responsibilities:</p> <p>Individual's Deliverables:</p> <p>Key Achievements</p>	
		<p>Project 2 Name:</p> <p>Project Detail:</p> <p>Position Held (from month/year-to month/year):</p> <p>Individual's Role & Responsibilities:</p> <p>Individual's Deliverables:</p> <p>Key Achievements:</p>	
	Employment Details	<p>From month/year-To month/year: Employer:</p> <p>Position held:</p> <p>Role & Responsibilities:</p> <p>From month/year-To month/year: Employer:</p> <p>Position held:</p> <p>Role & Responsibilities:</p>	
	Details of Certification(s)		
	Signature of Staff		
	Date & Place		



Indian Institute of Technology Hyderabad
Kandi, Sangareddy - 502 285, Telangana, India
Phone: 040-23016071:
Website: www.iith.ac.in, Email: office.erp@comp.iith.ac.in

Name:

Company Name

Signature Authorized Signatory

Date: On this Day....

Annexure X - Manufacturer's Authorization Form

[Date]

To
The Director
Indian Institute of Technology
Kandi, Sangareddy, 502 285
Telangana

Subject: Issue of the Manufacturer's Authorization

Reference: Tender Ref. No. _____ dated _____

Sir/ Madam,

We <name and address of the OEM> who are established OEMs having offices at <addresses of office location> do hereby authorize <M/s _____> who is our <Distributor/ Channel Partner/ Retailer/ Others <please specify> to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their version.}

We hereby confirm that the offered Software is not likely to be declared as End-of- Service/ Support within next <please specify> years from the date of bid submission.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory) –Please attach proof Name,

Designation & Contact No.:

Address: _____

Seal

Annexure XI - Price form

Sr.No	Item/Activity	Base Price(Lump sum to be quoted by the bidder)	GST (%)	GST Amount	Total Amount (INR)
1	Implementation of Core Modules as per RFP scope				
2	Implementation of Other Modules as per RFP scope				
3	Data migration from legacy systems and integration of legacy systems with ERP system as per RFP scope				
4	Application Maintenance & Enhancement Services Support for three years after the warranty period as per RFP scope				
5	Cost of licensing of source code, workflow engine, and any 3rd party packages (if applicable)				

Name:

Company Name

Signature Authorized Signatory

Date:

Annexure XII - Bid Securing Declaration Form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the Implementing Agency, upon the earlier of (i) the receipt of your notification of the name of the Implementing Agency; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)



Indian Institute of Technology Hyderabad

Kandi, Sangareddy - 502 285, Telangana, India

Phone: 040-23016071:

Website: www.iith.ac.in, Email: office.erp@comp.iith.ac.in

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexure XIII - Format for Integrity Pact

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20XX, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry / Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to : -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement o any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares the no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft in favour of _____

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instruments (to be specified in the RFP).

5.2 The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the Implementing Agency a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the buyer, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, Including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

Buyer

Bidder



Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____

ANNEXURE XIV - Declaration for Local Content

(To be given on Company Letter Head - For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date: _____

To,

The Director,

Indian Institute of Technology Hyderabad,

Kandi, Sangareddy 502285

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin : _____

2. We hereby declare that items offered has ____% local content.

3. Details of location at which local value addition will be made / made: (Complete address to be mentioned) _____

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE XV –

Declaration for billing rates for project personnel of IA during AMES Period

S. No.	Role	Monthly Rates in INR
1.	Technical lead	
2.	Developer	
3.	Tester	

---End of the Document---