......Tender ld : DAVV/CC/ACC/2019.....

### देवी अहिल्याविश्वविद्यालय, इंदौर

Name of Work : Software Development and AMC for Accounting System for DAVV

#### **Key Events & Dates**

Sr.No.	Events	Date and Time
1.	Uploading/Publication of Tender Document	9 <sup>th</sup> January 2019 by 1500 hrs.
2.	Downloading of Tender Document through website https://www.mptenders.gov.in/	9 <sup>th</sup> January 2019 by 1600 hrs.
3.	Pre-Bid Meeting	17 <sup>th</sup> January 2019 by 11:30 hrs. at Registrar Office, Nalanda Campus, DAVV, RNT Marg, Indore
4.	Last date of bid submission	1 <sup>st</sup> February 2019 by 1600 hrs.
5.	Technical bid opening	2 <sup>nd</sup> February 2019 by 1600 hrs.
6.	Financial Bid opening	Date will be notified on University website <a href="https://www.dauniv.ac.in">www.dauniv.ac.in</a>
7.	Bid Security / Earnest Money Deposit (EMD).	INR Rs.1,00,000.00 (Rs. One Lacs Only) is to be paid Online
8.	Tender Fee	INR Rs. 2,000.00 (Rupees Two Thousand Only) + GST is to be paid Online

#### **Amendment of RFP Document**

At any time till one day before the deadline for submission of Bids, DAVV may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the DAVV Website.All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. DAVValso reserves the rights to amend the dates.

......Tender Id : DAVV/CC/ACC/2019.....

This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Bidders failing to meet any one of the qualification criteria as mentioned below or not submitting requisite supporting documents/ documentary evidence for supporting qualification criteria are liable to be rejected summarily.

Sr. No.	Clause	Documents Required
1.	The bidder should be a company registered under the Companies Act, 1956 / Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act or Proprietorship Firm.  The Bidder should have been in commercial operations for a period of at least 5 financial years in India.  The Consortium shall not be entertained	Certificate of Incorporation/ Registration.  Self-Certification of being in business for the last 5 years should be attached.  Memorandum of Association/ Partnership deed in case of Partnership firm / Proof of Registration, in case of LLP firm or Proprietorship Firm.
2.	The Bidder should have a valid GST Registration Number and PAN Card.	Certificate of GST Registration Number and PAN Card of Bidding Firm
3.	Bidder should have an annual turnover of at least Rs.5.00 Crores in each of the preceding three Financial years (i.e. 2015-2016 2016-2017 & 2017-18) Turnover should be from software development and data processing activities. Turnover from sale of computers, licensed software and other hardwares will not be considered.	☐ Audited Balance sheets. ☐ Statutory Auditor Certificate of the Bidder or Certificate from the Chartered Accountant clearly specifying the turnover for the specified years.
4.	As on date of submission of the proposal, the Bidder is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law	Self certified letter from the Authorized Signatory to the effect that the Bidder is neitherblacklisted by Central Government / StateGovernment or instrumentalities thereof norany criminal case against the Bidder / ItsPartners / Directors / Agents is pendingbefore any court of Law
5.	Bidder's net worth as on 31 <sup>st</sup> March 2018 should be minimum Rs.2.50	A certificate from Chartered Accountant shall be submitted.

......Tender ld : DAVV/CC/ACC/2019.....

Sr. No.	Clause	Documents Required
	Crores and they should be continuous profit making for last 5 years.	
6.	Bidder should have staff strength of minimum 100. Out of which, minimum 20 should be experienced software developers who should be either MCA / B.E. (Computer Science/IT), M.Sc. (Computer Science/IT)	<ul> <li>Latest Return submitted to P.F. Department for minimum 100 employees.</li> <li>List of software developers to be submitted by the bidder along with their experience and number of years of experience.</li> </ul>
7.	Bidder should be minimum CMMI Level 3 Company for software development.	Enclose CMMI Level 3 Certificate
8.	Bidder must have developed software for accrual based Double Entry Accounting System and should have implemented their software in any three large size government organizations during last 5 years. Out of this, one certificate should be of GST compliance.	Software developed by the bidder must have been developed and implemented in 3 government / autonomous bodies where the yearly budget is more than Rs.100 crores and having more than 250 employees. Enclosenecessary completion certificate from the client.
9.	Bidder should have experience of developing software of any of the government organization for taking online payments for masses during last 5 years	Enclose certificate from the organization.

Note: Bidder shall attach all relevant documents as mentioned in the above table as appropriateannexures along with clear cut indexing of annexures showing the page no where the documenthas been provided.

......Tender Id : DAVV/CC/ACC/2019.....

#### • Financial Accounting System

- Accounting as per University's Rules, Regulation & Chart of Account.
- Projects, Funds, Grants & Budget Based Accounting.
- Bank Reconciliation.
- FDR Management system
- Maker Checker concept
- Fair view of assets and liabilities
- Drill down of report from balance sheet to Ledger to individual
- Voucher or from Trail balance to ledger to individual voucher
- Generation of Income & Expenditure, Balance sheets.
- GST Return preparation
- Automatic reconciliation with revenue ledgers
- Control on Budget
- Management of party wise Security deposits / EMD
- Management of individual advances
- Management of visiting faculties accounting
- Management of Answer book checking
- Correct deductions of government taxes
- Multi users option
- User rights for the system

#### **Main Reports**

- Cash Book
- Bank Book
- Purchase Register
- Journal Register
- Subsidiary ledgers (Creditors / Staff / Advance / Deposit/ Answer book checking / Visiting faculty / Staff travelling, Student data)
- Trail Balance
- Income & Expenditures A/c
- Balance Sheet
- Tax Report (Income tax, professional etc.)
- GST Report
- Utilization Certificate

#### Budget System

- Scientific Approach, data verification from previous year budget & actual figures.
- Projects, Funds, Grants, Cost center wise analysis.
- Provision for Grant & sub grant based budgeting & accounting
- Direct link with Accounts for Budget variance.

......Tender ld : DAVV/CC/ACC/2019.....

### **Main Reports**

- Budget Report Summary / Detail Proposed Year Budget, Current year Proposed & Revised Budget, Previous year Actual figures
- Budget Summary / detail on Projects, Funds, Grants, Cost center

### • Asset Management system

- Recording of individual Asset as per Chart of Accounts
- Depreciation process
- Management of Asset Annual Maintenance Contract
- Management of Asset Insurance information.

#### **Main Reports**

- Asset Register
- Depreciation statement
- Asset purchase during the year
- Asset Sales / Discard during the year
- Asset Annual Maintenance Register
- Asset Insurance Register
- Schedule VI report Fixed Asset Chart

### Fee / Cash Collection System

#### Fee collected from

- Online payment gateway
- Chalan
- College
- University counter

#### Demand system

- For each receipt a demand will be generated & all collection point will use API (to be developed by software developer) to collect the amount. This will clear the time consuming reconciliation work of receipt identification.
- Demand will be of three types:
  - Student related
  - College related
  - General
- Link with Accounting & Academic System for Proper Recording.
- Real time impact of receipt collected at bank counter or at any end.
- Easy to work out outstanding demand
- SMS / Email for receipt

### **Main Reports**

- Scroll book Cashier wise , Center wise
- Head wise report

......Tender Id : DAVV/CC/ACC/2019.....

- Cashier wise report
- Collection summary Head wise, Cashier wise

#### • Store System

- Multiple store
- Multiple location
- Requisition slip preparation
- Reorder level
- GRN
- Issue slip
- Transfer
- Perpetual valuation

### **Reports**

- Purchase order Register
- Pending Purchase order Register
- Goods Received note Register
- Issue Register
- Issue slip Register
- Return register
- Transfer register
- Item Ledger

#### Establishment & Payroll

- Accurate calculation of salaries.
- Maintenance of loan accounts (Advance to Employees) and leave ledgers
- Generation of Form No.16
- Complete history of service.
- Salary Slip to all employees

#### **Main Reports**

- Salary Register Department wise , Employee wise, Grade wise, Post wise
- Pay in Slip
- Salary Earning & Deduction final controls Summary Over all, Department wise
- Income Tax Report
- Loan Ledger
- Establishment Budget

#### Important:

- 1. All modules will be integrated. No data will be entered two times.
- 2. The system should be web based. It should be compatible, to run on local LAN as well as Cloud as per required.

#### **General Terms & Conditions**

......Tender Id : DAVV/CC/ACC/2019.....

- 1. Bidding Agency should have its own qualified software developers for development of software for DAVV. Hiring of third party personnel shall not be permitted.
- 2. Finance controller of DAVVwill provide all necessary support and data for developing the software and its testing.
- 3. The Service Provider whose bid is accepted will have to start the work within 15 days from the date of issuing of the work order. This period will not be extended in normal situation.
- 4. The Service Provider shall suggest DAVV about cloud server and software requirement suitable for the application software. The Cloud resources shall be arranged by the Service Provider during software development and testing Phase at its own cost. While the same cloud services on payment will be continued by DAVV after user acceptance test and once the application software is put into use.
- 5. Advance of any kind shall not be paid to the Service Provider for execution of the contract. The Service Provider shall develop the software at its own cost and no upfront payment for the software shall be made to the Service Provider. The payment terms will be followed as per the terms mentioned in this tender document.
- 6. In case of any operational fault of software, the same shall be rectified within maximum 12 hours so that work of DAVV is not hampered. Failing this the bidder is liable to penalty
- 7. Delay will be calculated from the date and time of registering the fault with the Successful vendor. Any fault should be attended immediately. Failure to maintain above dead line would result in penalty of Rs. 1000/- per hour.
- 8. Software shall become the property of DAVV once it is tested on live data, implemented and all documents submitted. Normally, the handholding time is one year.
- 9. Source code shall be provided by the Service Provider to the DAVV's authorized officer with complete documentation. It shall be provided once after the development is complete and officially accepted by DAVV. Thereafter, the document (architecture, SRS, design and operational manual) will be handed over to DAVV. after every amendment with progressive amendment numbering.
- 10. The technology to be used ASP .Net and MS SQL (latest version) by the successful bidder. Details should clearly have mentionedin Annexure M.

Software Development should be completed in six months' time. During six months, various sub-modules shall be tested with live data.

......Tender Id : DAVV/CC/ACC/2019.....

- 11. It is to be noted that Phase 1 includes software development, testing, implementation and operational support for one year. In the operational support the vendor will provide one operations in charge and four Data Entry Operators for successfully using the software after its implementation.
- 12. During design and development of the software, the Service Provider shall arrange training program for DAVV staff. For training, space and other infrastructure will be provided by DAVV while training material will be provided by the Service Provider.
- 13. Tender should not be sub-let to any other Service Provider and must be executed by the staff of Service Provider at bidder's premises and finally at DAVV premises.
- 14. After the completion of phase 1, the Service Provider will have to maintain software for five yearsin Phase 2. For these five years, the Service Provider shall quote AMC charges separately and during these fiveyears, one operations in chargeand four Data Entry Operators will be arranged in DAVV.DAVV may require the additional manpower of various categories during the contract period for their day-to-day operations. The bidder will have to provide the same on additional payment basis.
- 15. The complete manpower provided by the Service Provider will be governed by all labour laws in any case (i.e. in Phase 1 and Phase 2). The responsibility of their legal payments (such as PF, ESIC/ Medical, Bonus, Gratuity etc.) will be of Service Provider. Service Provider will give sufficient proof of the same to DAVV. There will not be any obligation on DAVV part about any legal payments or service conditions of manpower provided by the service provider.
- 16.TDS will be deducted at source by DAVV in accordance with the rules applicable from time to time for the services provided by the Service Provider. The rates quoted by the Service Provider shall exclude GST. The same will be paid extra. Any tax levied by Central and/or State Government after the date of submission of bid shall also be paid extra.
- 17.A written agreement will be made between DAVV and the Service Provider within 15 days of receiving order along with the submission of performance guarantee. The amount of performance guarantee will be 10% of the ordered value. The agreement period will include the period of Phase 1 and Phase 2. Hence, the performance guarantee must be valid till completion of phase 2.
- 18. The Service Provider shall require to sign non-disclosure agreement with DAVV for not exposing sensitive and confidential data to anyone.
- 19. In case of dispute, the decision of the Vice Chancellor of DAVV shall be final and binding.

......Tender Id : DAVV/CC/ACC/2019.....

20. All disputes shall be subject to Indore judiciary.

21. The shortlisting of vendor in financial bid will be based on sum of amount quoted in serial number 1 and serial number 2 of financial bid.

#### **Payment Terms**

- Part I:The developed software will be tested on previous year's data and current month's live data. After successful testing of the software, the 50% payment of ordered amount in phase 1 will be released to vendor as per university norms.
- 2. **Part II:**After successful implementation of software and services in DAVV and operating it successfully for one year, remaining 40% payment of ordered value in phase 1 will be released to vendor. During this period the vendor will be required to provide operational services and maintain the software.
- 3. **Part III:**Remaining 10 % payment of ordered value in phase 1 will be released to vendor after one year of release of payment mentioned in part II. During this period the vendor will be required to provide operational services and maintain the software.
- 4. AMC payment will be paid on quarterly basis during Phase 2.

#### **Instructions to Bidder**

- a. Other details can be seen in the complete tender documents available on e-portal http://www.mptenders.gov.in and DAVV website.
- b. Tender documents can be purchased only online and download from main portal http://www.mpeproc.gov.in by making online payment for the prescribed non-refundable tender document fees. Only in case if the tender is dropped without opening, the tender fees shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed. It is mandatory for all the bidders to pay tender document fees to participate in tender.
- c. The bid data should be filled in and the bid seals of all the envelops and the documents which are to be uploaded by the bidders should be submitted online upto as per time schedule (Key Dates).
- d. The relevant portion of tender which tenderers have to fill online would be available on above website on date mentioned against each tender. The DAVV reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the DAVV, whether it is lowest or not, without assigning any reason whatsoever it may be.

......Tender ld : DAVV/CC/ACC/2019.....

- e. Since the online bidders are required to sign their bids online using class III -Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, bidders are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011. Telephone No. 0755-2518500 / 269, E-mail: brahme@mpsedc.comToll Free No.18002748484, E-mail Address: eproc\_helpdesk@mpsdc.gov.in.
- f. Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System. They are required to contact the Service Provider-M/s Tata Consultancy Services Limited to confirm their session in advance.
- g. The required amount of EMD shall be paid Online
- h. No offer will be accepted without valid Earnest Money Deposit. If on opening of tender, it is revealed that EMD amount is inadequate / any other discrepancy is noticed, the tender shall be rejected and returned to the tenderer.
- i. The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the DAVV's websitebut will not be published in newspaper. Hence participant bidders are advised to regularly visit the websites until the bid opening. The DAVVshall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).

#### **Authentication of Bid**

The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, shall be initialled and stamped by the personor persons signing the Bid.

#### Validation of interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except as necessary tocorrect errors made by the Bidder, in which case such corrections shall be initialled by theperson or persons signing the Bid.

### **Cost of Bidding**

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 otherdiligence activities, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by DAVVto facilitate theevaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit DAVVto award a Contract or toengage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of Contract.

......Tender Id : DAVV/CC/ACC/2019.....

#### Language of Bids

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

All proposals and accompanying documentation will become the property of DAVV and will not be returned.

### **Documents Comprising the Bids**

The Proposal shall have Two Cover System for this RFP:

- i. TECHNICAL BID
- ii. FINANCIAL BID

The technical Bid submitted by the Bidder shall comprise of proof of payment of EMD, signed tender document and number of formats and Annexures given in this tender document. The information to be filled in the given formats.

Format 1	Proposed Covering Letter
Format 2	General Information about the bidder
Format 3	Affidavit of company's / firm's representative that bidder is not black listed.

Annexure A	Certificate of Incorporation / Registration
	Memorandum of Articles and Association/ Partnership
	etc.
Annexure B	GST Registration Certificate
Annexure C	PAN Card
Annexure D	Audited Balance Sheet of past three financial years
	(2015-16, 2016-17, 2017-18)
Annexure E	C.A. Certificate of turnover of last 3 years
Annexure F	C.A. Certificate of Net worth as on 31 <sup>st</sup> March 2018
Annexure G	Latest PF Return to show total staff strength
Annexure H	Self certified list of minimum 20 software developers
	along with their qualification and experience
Annexure I	CMMI Level 3 Certificate
Annexure J	Experience Certificate of 3 government organization
	as mentioned in qualification criteria
Annexure K	Experience Certificate of 1 government organization
	where accounting system is implemented with GST
	compliance.
Annexure L	Experience of taking online payments

......Tender ld : DAVV/CC/ACC/2019.....

Annexure M	A brief note on technology to be used for application
	software.

Both Technical & Financial Bid to be submitted online through e-procurement to

#### The Registrar,

Devi AhilyaVishwavidyalaya, NalandaCampus,R. N. T. Marg, Indore (M.P.),India Pin- 452 001

Bidders shall furnish the required information on their Qualification and commercial strengthsin the enclosed formats only. **Any deviations with respect to this may make the Bid liablefor rejection**.

#### **Bid Prices**

- a. The Bidder shall indicate the price in the prescribed format, it proposes under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder inaccordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by DAVV.
- b. The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearlyunderstood that the Scope of Work is intended to give the Bidder an idea about the orderand magnitude of the work and is not in any way exhaustive and guaranteed by DAVV.

The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all therequirements of the RFP. If during the course of execution of the Project any revisions to the work are to be made to meet the goals of DAVV, all such changes shall be carried outwithin the current price.

- c. The Bidder shall quote a fixed price as detailed in the RFP on a single responsibilitybasis. No adjustment of the Agreement price shall be made on account of any variations ocsts of labor and materials or any other cost component affecting the total cost infulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by DAVVto the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement.
- d. The prices, once offered, must remain fixed and must not be subject to any escalation forany reason whatsoever within the period of Project. A proposal submitted with anadjustable price quotation or conditional proposal may be rejected as non-responsive.

#### **Bid Currencies**

Prices shall be quoted in Indian Rupees (INR).

......Tender Id : DAVV/CC/ACC/2019.....

#### **Bidder Qualification**

- a. The "Bidder" as used in the RFP shall mean the one who has signed the Bid Form. TheBidder may be either the Principal Officer or his duly Authorized Representative, ineither cases he/she shall submit a Certificate of authority. All Certificates and documents(including any clarifications sought and any subsequent correspondences) receivedhereby, shall, as far as possible, be furnished and signed by the authorized representative and the Principal Officer.
- b. It is further clarified that the individual signing the RFP or other documents inconnection with the Bid must certify whether he/she signs as the Constituted Attorney of the Company.

### **Bid Security (Earnest Money Deposit)**

- a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR **Rs.1,00,000.00 (Rs. One Lac Only)** which is to be paid Online.
- b. The EMD of all unsuccessful Bidders would be refunded by DAVV without any intereston completion of contract agreement and bank guarantee submitted by the successful bidder. The Bid security, of the successful Bidder would be returned after submission of performance security.
- c. Bid without adequate Bid security/EMD shall be rejected without providing anyopportunity to the Bidder concerned.

### d. Forfeiture of Earnest Money Deposit (EMD):

The Earnest Money Deposit will be forfeited in the following cases, in addition to the conditions specified in the earlier clauses:

- a. If the Bidder withdraws the Bid after the last date and time of submission for any reasonwhatsoever;
- b. If the Bidder whose Bid has been accepted, fails to execute the Agreement and/or submitthe Performance Bank Guarantee within the time stipulated by the University, and
- c. If the Bidder adopts unfair practices to influence the outcome of the Bid process.

#### **Bid Validity Period**

a. The proposals shall be valid for a period of Six (6) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as nonresponsive. On completion of the validity period, unless the Bidder withdraws his

......Tender ld : DAVV/CC/ACC/2019.....

proposal in writing, it will be deemed to be valid until such time that the Bidder formally(in writing) withdraws his proposal.

b. In exceptional circumstances, at its discretion, DAVVmay solicit the Bidder's consentfor an extension of the validity period. The request and the responses thereto shall bemade in writing or by email.

#### **Modification and Withdrawal of Bids**

No proposal may be modified / withdrawn in the interval between the deadline forsubmission of proposals and the expiration of the validity period specified by the Bidderon the proposal form. In case the Bidder wishes to withdraw the Bid after the date ofopening of the bids he may do so, but the EMD of the Bidder shall be forfeited.

#### **Opening of Bids**

### **Opening of Technical Bid**

The Online Bid shall be opened in the presence of Bidders' representatives who choose to attend he Bid opening sessions on the specified date, time and address. The Biddersrepresentatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for DAVVthe Bidsshall be opened at the same time and location on the next working day or any further date convenient to DAVVand will be intimated to bidders.

#### **Evaluation of Technical Bid**

- a. Tender Evaluation Committee [TEC] duly appointed by DAVVshall evaluate the Technical Bids.
- b. The evaluation shall be done for only those Bidders, whose EMDamount is in order as per the RFP.
- c. Bidders need to fulfil all the Qualification conditions mentioned in Qualification Criteriaof the RFP. TEC will examine the Bids to determine whether they are complete, whetherthe Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- d. Bids of Bidders whose Qualification proposal do not meet the set criteria shall berejected forthwith.
- e. TEC may seek oral clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of theevaluation of the Bid Documents. The Committee may seek inputs from theirprofessional, technical faculties in the evaluation process.
- f. Conditional Bids will be rejected.

......Tender ld : DAVV/CC/ACC/2019.....

- g. The decisions of the Tender Evaluation Committee on whether the tenders are responsiveor non-responsive will be final.
- h. A Bidder, at any stage of tender process or thereafter, in the event of being found afterverification by the Tender Inviting Authority, to indulge in concealment ormisrepresentation of facts, in respect of the claims of the offer, shall be debarred/blacklisted and agreement / contract / LOI / work order will be cancelled.

#### **Bids Not Considered for Evaluation**

Bids that are rejected during the Bid opening process due to incomplete documentation orlate receipt shall not be considered for further evaluation. The DAVV, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

### Criteria for Evaluation and Comparison of Technical Bids

- a. Bidders need to fulfil all the qualification conditions mentioned in Qualification Criteriaof the RFP. Tender Evaluation Committee [TEC] will examine the Bids to determinewhether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally inorder.
- b. The Bidder needs to strictly adhere to the formats provided in the bid document and provideinformation against each of the line items. Any non-conformance shall constitute adeviation from RFP conditions.
- c. All relevant documentary proofs should be submitted along with the offer. Failure tosubmit the Documents along with the offer could result in disqualification of the Bid.
- d. All conditions mentioned in the qualification criteria should be met. If any of the condition not met will result in disqualification of the bid. \

### **Opening of Financial Bids**

- a. Only the Financial Bids of those companies/firms qualified in the detailed scrutiny and evaluation of the Technical bid conducted by the Tender Evaluation Committee / Tender InvitingAuthority shall be opened in the second round.
- b. The Financial Bid shall be submitted in the format given in this document as FinancialBid Form. The Financial Bids submitted in any other formats will betreated as non-responsive and not considered for tabulation and comparison.

......Tender Id : DAVV/CC/ACC/2019.....

- c. The Price offered should be given strictly on the format given in the Financial Bid only.
- d. The financial bid offer should have detail of allpayable taxes and GST etc.
- e. Financials Offered shall be in Indian Rupees.
- f. If the contract attracts any statutory deductions, the same will be deducted while settlingthe payment.
- g. There should not be any hidden costs.

### **Comparison of Financial Bids**

- a. The commercial quote of the **Lowest** Bidder shall be notified as L1. In case L1 offers toexecute the work as per the schedule and location specified in the RFP, the TenderEvaluation Committee [TEC] then shall have the rights to give the order to the L1.DAVVmay award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound.
- b. In case L1 backs out, it shall be blacklisted from participating in any future bidding of DAVV/Government of Madhya Pradesh projects and are liable for legal action by DAVV/Government of Madhya Pradesh. In such case, university may negotiate with L2 to work on L1 rates and if L2 found suitable the contract may be awarded to L2.

### Negotiation

Normally, there would be no post RFP negotiations. If at all negotiations are warranted, it would be only under exceptional circumstances and DAVVshall reserve the right tonegotiate with the Bidder based on the evaluation of the proposals.

#### **Rectification of Errors**

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse forcorrections in the quoted price will be entertained after the proposals are opened. Allcorrections, if any, should be initialled by the person signing the proposal form beforesubmission, failing which the figures for such items may not be considered.
- b. Arithmetic errors in proposals will be corrected as follows: In case of discrepancybetween the amounts mentioned in figures and in words, the amount in words shallgovern. The amount stated in the proposal form, adjusted in accordance with the aboveprocedure, shall be considered as binding, unless it causes the overall proposal price torise, in which case the proposal price shall govern.

#### **Contacting DAVV**

......Tender Id : DAVV/CC/ACC/2019.....

a. No Bidder shall contact the DAVVon any matter relating to its Bid, from time of openingto the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the RFP Issuing Authority, the same should be done in writing to DAVVThe RFP Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise.

b. Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of theBidder's Bid and also forfeiture of his Bid security.

### DAVV Right to Accept Any Bid and to reject any or All Bids

- i. DAVVreserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without therebyincurring any liability to the affected Bidder or Bidders or any obligation to inform theaffected Bidder or Bidders of the grounds for DAVV's action.
- ii. Canvassing in any form in connection with the tender is strictly prohibited and will disqualify the Bidder.
- iii. Bid(s) will be rejected, if technical specifications offered by the Bidder in the Technical Specification differ from what is quoted in the Financial
- iv. If the Bidders form a cartel. In such a situation, they would disqualify themselves from participation in any Bid invited by the DAVV for three years.

#### **Notification of Award**

- a. The DAVVmay award the contract to the Bidder whose Bid is found to be mostresponsive, competitive and technically sound. The decision of the DAVVin this regardshall be final and binding on the Bidder(s). TheDAVV, however, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.
- b. Purchase Order / Award of Contract (AOC) may be issued only after execution of the Agreement and submission of the Performance Bank Guarantee.

#### **Notification to Bidder**

Prior to the expiry of the Bid validity period, DAVVwill notify the successful Bidder inwriting or by email, to be confirmed in writing by letter (LOI), that its proposal hasbeen accepted. The notification of award will constitute the formation of the Agreement. Upon the successful Bidder's furnishing of performance security, DAVVwill promptlynotify each unsuccessful Bidder and return their EMD.

#### **Signing of Agreement**

At the same time as DAVVnotifies the successful Bidder that its proposal has been accepted and DAVV shall enter into an Agreement with the successful Bidder.

......Tender Id : DAVV/CC/ACC/2019.....

### **Discharge of Bid Security**

Prior to signing of the Agreement, DAVVshall promptly request the Selected Bidder toprovide Performance Guarantee. On receipt of the PerformanceGuarantee, the Bid security of all unsuccessful Bidders will be released. The EMD amount ofsuccessful bidders will also be returned.

#### **Expenses for the Agreement**

The incidental expenses of execution of Agreement/Contract shall be borne by the successfulBidder.

### Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shallconstitute sufficient grounds for the annulment of the award, in which event DAVVmayforfeit the EMD/ Performance Bank Guarantee. The contract will then be awarded to the nextBidder or will start the process of Re-Tendering.

#### **Bank Guarantee for Performance**

- a. The successful Bidder shall at his own expense may deposit with DAVV, within 15(fifteen) days after the receipt of notification of award of the Contract (Letter of Intent)from DAVV, an unconditional and irrevocable Performance Bank Guarantee (PBG) froma Nationalized Scheduled Bank acceptable to DAVV, in the format prescribed in for the due performance and fulfilment of the Agreement by the Bidder.
- b. This Performance Guarantee shall be for an amount equivalent to **10%** of Agreementvalue. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the contract period. Subject to the termsand conditions in the performance Bank Guarantee, at the end of 6 months of completionof contract, the Performance Bank Guarantee may be discharged/ returned by DAVVupon being satisfied that there has been due performance of obligations of the Bidderunder the Agreement. However, no interest shall be payable on Performance Guarantee.
- c. The Performance Guarantee may also be submitted as Demand Draft/Banker's Cheque from a Scheduled Bank.

#### **Rejection Criteria**

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in caseBidder fails to meet the bidding requirements as indicated in this RFP:
  - i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.

......Tender Id : DAVV/CC/ACC/2019.....

- ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
- iii. The Bidder qualifies the proposal with his own conditions.
- iv. Proposal is received in incomplete form.
- v. Proposal is received after due date and time.
- vi. Proposal is not accompanied by all the requisite documents.
- vii. Information submitted in qualification proposal is found to be misrepresented, incorrector 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.
- viii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
- ix. In case any Bidder submits multiple proposals or if common interests are found in two ormore Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.
- x. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement orfails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by DAVV.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to DAVVknowledge expressly or implied, that some Bidders may have colluded in any mannerwhatsoever or otherwise joined to form an alliance resulting in delaying the processing ofproposal then the Bidders so involved are liable to be disqualified for this Contract aswell as for a further period of three years from participation in any of the tenders floatedby the DAVV.
- c. DAVVwill reject a proposal for award if it determines that the Bidder recommended foraward, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;
- d. The Technical Specification Compliance sheet / Technical Datasheet / Leaflet / Brochurenot matched to the specification mentioned in Commercial Bid i.e. BOQ.

#### Income Tax and IndirectTax Liability

The Bidder and Personnel shall pay such direct and indirect taxes, duties including importduties, fees and other impositions levied under the Applicable Laws in India.

Registrar, DAVV

# RFP for Software Development and AMC for Accounting System for DAVV, Indore .....Tender Id : DAVV/CC/ACC/2019......

### Format 1 - Covering Letter

To, Date : The Registrar, DAVV, NalandaCampus,R. N. T. Marg,

Indore (M.P.),India Pin- 452 001

Ref. : Software Development and Annual Maintenance Contract (AMC) for Accounting System for DAVV – Technical Proposal

Dear Sir,

......Tender ld : DAVV/CC/ACC/2019.....

Having examined the complete RFP, we are sure to complete all the qualification criteria as mentioned in the RFP and are fully competent to undertake the project and are fully confident to complete the project in scheduled timeframe given.

We confirm that all the enclosures given in this tender document are true and correct to the best of our knowledge. The proposal includes all information necessary to ensure that the statements do not in whole or in part mislead the DAVV.

We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the RFP response without assigning any reason whatsoever. It is hereby confirmed that I am entitled to act on behalf of our company / firm and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature (in the capacity of)

Duly authorized to sign the RFP response for and on behalf of:

(Name and Address of Company) Seal/ Stamp of Bidder

### Format 2 – General Information about the Bidder

Details of the Bidder		
1	Name of the Bidder	
2	Address of the Bidder	
3	Status of the Company (Public Ltd / Pvt. Ltdcompany registered under the Companies Act, 1956/ Firm registered under the Indian Partnership Act,1932 or under the Limited Liability PartnershipAct)	

		•	
Tende	r ld: D	DAVV/CC/ACC/2019	

4	Details of Incorporation of the Company	Date:
5	Details of Commencement of Business	Date:
6	Valid GST Registration No.	
7.	Permanent Account Number (PAN)	
8.	Name & Designation of the contact person towhom all references shall be made regarding thisRFP	
9.	Telephone No. Of	
	Office (with STD code)	
	Contact Person (Mobile)	
	<ul> <li>Name of Alternate Contact Personal with Mobile No.</li> </ul>	
10.	Email of the contact person:	

Signature (in the capacity of	Signature	(in the	capacity	y of
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Sir,

Duly authorized to sign the RFP response for and on behalf of:

(Name and Address of Company) Seal/ Stamp of Bidder

### Format 3 - Declaration Regarding Clean Track Record

То,	Date:
The Registrar,	
DAVV,	
NalandaCampus,R. N. T. Marg,	
Indore (M.P.),India Pin- 452 001	

•	· · · · · · · · · · · · · · · · · · ·	
 .Tender Id	: DAVV/CC/ACC/2019	

I have carefully gone through the Terms & Conditions contained in the RFP Document. I hereby declare that my Company as on date of submission of theproposal is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law. I further certify that I am competent officer in my Company to make this declaration.

Directors / Agents is pendingbefore any court of Law. I further certify that I a competent officer in my Company to makethis declaration.
Yours faithfully,
(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Address:
(This declaration should be made on Company's/Firm's letterhead)

### Financial Proposal

Name of Work : Software Development and AMC for Accounting System for DAVV
Name of Vendor Firm:------

Sr.	Description	Qty.	Unit	Rate in	Amount in
No.				Rs.	Rs.

......Tender Id : DAVV/CC/ACC/2019.....

1	Development, testing & Implementation of Software and operational support for one year as mentioned in Phase 1	1	Lump sum		
2	Annual Maintenance Charges	20	Per		
	for smooth running of	Quarters	quarter		
	software for specified Scope	of 3			
	of Work as mentioned in	months			
	phase 2	each			
	Total (Sr.No.1+ Sr.No.2)				
3	Additional manpower rates if required by DAVV during				
	AMC period		Per		
	i. Operations Incharge	1	person		
	ii. Data Entry Operator	1	per month		

Signature /DSC Au	uthority Name:	
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#### Note:

- 1. While quoting the rates above, the Service Provider / IT Company should clearly understand that the rates quoted in financial bid should take care of following:
  - a. Service Provider will provide required number of software developers during Phase 1 so that software is ready within the scheduled period.
  - b. Annual maintenance charges will include the charges of software maintenance and operational staff as mentioned in serial number 2 of above table.
  - c. Evaluation of financial bid will be done on the basis of total(Sr.No1 + Sr.No2)

d.

- 2. The rates quoted above should be inclusive of all taxes. However, GST will be paid extra. GST rates as will be applicable at the time of billing.
- 3. Documentation will be provided by Service Provider to DAVVwith no additional charges.
- 4. While quoting the rates, bidder should take care that the development work during Phase 1 will be completed in their own centre and will then be installed in DAVV. Similarly Cloud space will be arranged and paid by Service Provider during development phase