Package Code:TEQIP-III/HP/hruh/15 **Current Date: 05-Mar-2019**
Package Name: HPTU/ERP(MIS) **Method:NCB Goods**

BID REFERENCE NO: TEQIP-III/HP/hruh/15
(Revised after Pre-Bid Meeting)

National Competitive Bidding (NCB)
for
Design, Development, Customization,Supply, Configuration,Operation,Rollout and Maintenance of Web based ERP/MIS portal forHPTU Hamirpur

under
Technical Education Quality Improvement Programme - Phase-III
(TEQIP-III)

(A WORLD BANK ASSISTED PROJECT)
CREDIT NO. - CR. 5874-0 IN

HIMACHAL PRADESH TECHNICAL UNIVERSITY (HPTU)
HAMIRPUR (H.P.) – 177 001
(A State Government University established by an act of Legislative Assembly of Himachal Pradesh)

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website: www.himtu.ac.in

March, 2019

NATIONAL COMPETITIVE BIDDING FORTHE SUPPLY OF HPTU/ERP(MIS)

Bid Reference:	TEQIP-III/HP/hruh/15
Date of Commencement of Sale of Bidding Document:	**Date:**08-Mar-2019**Time:**14:00 hrs.
Last date for Sale of BiddingDocument:	**Date:**24-Apr-2019**Time:**14:00 hrs.
Bid Security Amount (In INR):	**Rs.**6,00,000/- (Rupees Six Lacs only)
Pre-Bid Meeting Date and Time:	**Date:** 23-Mar-2019 Time:11:30
Last date and time for Receipt of Bids:	**Date:**24-Apr-2019**Time:** 14:30 hrs.
Time and Date of Opening of Bids:	**Date:**24-Apr-2019 **Time:** 15:00 hrs.
Place of Opening of Bids:	Himachal Pradesh Technical University, Hamirpur (H.P.) 177001
Address for Communication:	TEQIP Coordinator, Himachal Pradesh Technical University, Hamirpur(H.P.) 177001
Contact	Phone : (01972) 224185, 224153 Fax: (01972) 224150 E-mail: finofficerhimtu@gmail.com deanmgmthptu@gmail.com website: www.himtu.ac.in

SECTION I: INVITATION FOR BIDS (IFB)

SECTION I. INVITATION FOR BIDS (IFB)

Date : 05-Mar-2019

Credit No. : Cr. 5874-0 IN

IFB No. : TEQIP-III/HP/hruh/15

1. The Government of India has received a Credit (Cr. 5874-0 IN) from the International Development Association in various currencies towards the cost of project Technical Education Quality Improvement Programme [TEQIP]-Phase III (TEQIP III) and it is intended that part of the proceeds of this credit will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.

2. TEQIP Coordinator, Himachal Pradesh Technical University now invites sealed bids from eligible bidders for supply of **HPTU/ERP(MIS)** listed below:

Sr. No	Item Description	Quantity
1	**Design, Development, Customization, Supply, Configuration, Operation, Rollout and Regular Updation/Upgradation& Maintenance of Web based ERP/MIS portal for HPTU Hamirpuras per the requirement, scope of work, technical specifications and features specified in the Tender Document.** **The scope of work also include Data Migration, Bug Fixing & Problem Resolution etc. during the Project Life Cycle and imparting necessary Training / Demonstration to the users.**	01 lot including 3 years onsite / remote support and maintenance on 24x7 basis.

3. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of **TEQIP Coordinator,Himachal Pradesh Technical University,Hamirpur**,HP - 177001, India

4. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office and upon payment of a non-refundable fee asindicated below in the form of a Demand Draft in favour of **Finance Officer, HPTU Hamirpur**, payableat **Hamirpur**.

5. The provisions in the Instructions to Bidders and in the General Conditions of contract (GCC) are based on the provisions of the World Bank Standard Bidding Document - Procurement of Goods.

6. The bidding document may be downloaded from the official website of the university or may also be obtained from the office of **TEQIP Coordinator, Himachal Pradesh Technical University, Hamirpur** during office hours on all working days either in person or by post as per following deadlines.

   a) **Price of Bidding Document (non-refundable):** Rs. 5,000/-

   b) **Postal Charges, Inland :** Rs. 500/-

c)	**Postal Charges, Overseas :**	Rs._____
d)	**Date of Commencement of Sale of Bidding Document :**	Date: 08-Mar-2019 Time: 14:00 Hrs
e)	**Bid Security Amount (In INR):**	Rs. 6,00,000/- (Rupees Six Lacs only)
f)	**Pre-Bid Meeting Date and Time:**	Date: 23-Mar-2019 Time: 11:30
g)	**Last date for Sale of Bidding Document :**	Date: 24-Apr-2019 Time: 14:00 Hrs
h)	**Last Date and Time for Receipt of Bids :**	Date: 24-Apr-2019 Time: 14:30 Hrs
i)	**Time and Date of Opening of Bids**	Date:24-Apr-2019 Time: 15:00 Hrs
j)	**Place of Opening of Bid :**	Himachal Pradesh Technical University, Hamirpur H.P. 177001
k)	**Address for Communication :**	TEQIP Coordinator, Himachal Pradesh Technical University, Hamirpur H.P. 177001

7. All bids must be accompanied by a non-refundable tender fee (**Price of Bidding Document)** of Rs. 5000/- in case the Tender Document has been downloaded from website and a**bid security of Rs. 6 lacs**as specified in the bid document and must be deliveredto the above office at the date and time indicated above.

8. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

9. In the event of the date specified for bid receipt and opening being declared as a closed holidayfor purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times

10. **Pre-Bid queries /clarifications preferably be sent in writing via email and hard copy to the university prior two days before the schedule date of such meeting so as to examine the queries thoroughly and address the bidders accordingly. Following format may be used for seeking clarifications:**

S.N.	PageNo.	ClauseNo.	Description of Clause	Clarification or Query
1.				
2.				

SECTION II: INSTRUCTIONS TO BIDDER

SECTION II: INSTRUCTIONS TO BIDDERS

Clause No.	Topic	Page No.	Clause No	Topic	Page No.
	A. Introduction			**D. Submission of Bids**	
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2.	Eligible Bidders	8	19.	Deadline for Submission of Bids	17
3.	Eligible Goods and Services	8	20.	Late Bids	18
4.	Cost of Bidding	9	21.	Modification and withdrawal of Bids	19
	B. Bidding Documents			**E. Opening and Evaluation of Bids**	
5.	Contents of Bidding Documents	10	22.	Opening of Bids by the Purchaser	19
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A. Introduction

1. Source of Funds

1.1 The Government of India has received a credit from the International Development Association(Here-in-after called as Bank) in various currencies equivalent to USD 300 million towards the cost of Technical Education Quality Improvement Programme [TEQIP]-Phase III(TEQIP III)and intends to apply part of the proceeds of this credit to eligible payments under the contracts for which this invitation for Bid is issued.

1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by The Bank in accordance with the terms and conditions of the Credit Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit Agreement prohibits a withdrawal from the Credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Credit Agreement or have any claim to the Credit proceeds.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in Guidelines: *Procurement under IDA Credits*, May 2004, revised October 2006 hereinafter referred as the *IDA Guidelines for Procurement*, except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly ,with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

3. Eligible Goods and Services

3.1 All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *IDA* Guidelines for Procurement and all expenditures made under the

Contract will be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when ,through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and TEQIP Coordinator, Himachal Pradesh Technical University, Hamirpur here-in-after referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding Documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instruction to Bidders (ITB) ;

(b) General Conditions of Contract (GCC) ;

(c) Special Conditions of Contract (SCC) ;

(d) Schedule of Requirements;

(e) Technical Specifications& Criteria;

(f) Bid Form and Price Schedules;

(g) Bid Security Form;

(h) Contract Form;

(i) Performance Security Form;

(j) Performance Statement Form;

(k) Manufacturer's Authorization Form;

(l) Bank Guarantee for Advance Payment Form; and

(m) Equipment and Quality Control Form.

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or mail or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents. The prospective bidders may also attend the pre-bid meeting as per the venue, date and time mentioned in the document.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding

documents by amendment.

7.2 All prospective bidders who have received the bidding documents will be notified of the Amendment in writing or by email, website and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;

(b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable: on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or on the previously imported goods of foreign origin quoted ex-showroom, ex-

warehouse or off-the-shelf.

(ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and the price of other incidental services listed in Clause 8 of the Special Conditions of Contract.

11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price Quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees:

13. Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India.
[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.]

(b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or

partnership, etc.;

(ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested Performa given in Section XI);

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

(a) a detailed description of the essential technical and performance characteristics of the goods ;

(b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for period of two years, following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial Equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the Amount as specified in Section-V - Schedule of Requirements.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

The bid security shall be denominated in Indian Rupees and shall:

(a) at the bidder's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country;

(b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;

(c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;

(d) be submitted in its original form; copies will not be accepted; and

(e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.

15.3 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected byte Purchaser as non-responsive, pursuant to ITB Clause 24.

15.4 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not Later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.

15.5 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

(a) if a Bidder

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or

(b) in case of a successful Bidder, if the Bidder fails:

(i) to sign the Contract in accordance with ITB Clause 34; or

(ii) To furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

16.1 Bids shall remain valid for 90 days after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected byte Purchaser as non-responsive.

16.2 In the case of fixed prices contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows :

The price shall be increased by the factor (B =10 % per Annum) for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.

16.3 In the case of fixed prices contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows :

The price shall be increased by the factor (B =10 % per Annum) for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.

Bid evaluation will be based on the bid prices without taking into consideration the corrections.

17. Format and Signing of Bid

17.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the following address:

TEQIP Coordinator,
Himachal Pradesh Technical University,
Hamirpur, Himachal Pradesh - 177001

(b) bear the Project Name, Technical Education Quality Improvement Programme[TEQIP]-Phase III the Invitation for Bids(IFB) title and number **TEQIP-III/HP/hruh/15**and a statement "Do not open before**15:00**Hrs on **24-Apr-2019**."

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

18.5 Telex, mail or facsimile bids will be rejected.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2(a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

19.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19, will be rejected and/or returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or mail or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

21.3 No bid may be modified subsequent to the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

E. Bid Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at **15:00 Hrs** on **24-Apr-2019** and in the following location: **Himachal Pradesh Technical University, Hamirpur,H.P. 177001.**

The Bidders' representatives 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 the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and readout at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

24.2 Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding documents.

24.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

24.4 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

24.5 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.

Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7). Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.6 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25. Deleted

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid.

However, as stated in Para 11, Bidders are allowed the option to bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

Bid evaluation process will be as follows:

a) The prospective Bidder(s) must comply with general qualifications mentioned in Section VI-A. In case the Bidder(s) do not fulfill the eligibility criteria, their bids will be rejected and shall not be considered for further evaluation.

b) The Bidder(s) will be evaluated on **QCBS (Quality cum Cost Basis Selection) System.** There will be 60% weight age for Technical Bid and 40% for Commercial Bid.

c) A maximum of 100 marks will be allocated for the Technical Bid. Out of these 100 marks, 40 marks shall be awarded based on the technical capabilities of the Bidder(s) according to the following evaluation matrix.

S No	Criteria	Weightage	Maximum Score
1.	Previous experience in ERP / MIS implementation in Indian Universities	1 mark for each University, subject to a maximum of 10 marks. 1 mark will be awarded if at least 50% of the modules mentioned in the NCB are implemented, otherwise no mark will be awarded. Definition of module shall be as defined in the NCB and not as defined by the Bidder.	10
2.	Financial stability	Average annual turnover of ₹ 20 – 50 Crore: 5 marks	10
		Average annual turnover of more than ₹ 50 Crore: 10 marks	
3.	Software development maturity	The OEM of the application certified at SEI CMMi level 3: 5 marks	10
		The OEM of the application certified at SEI CMMi level 5: 10 marks	
4.	Organizational ownership	Government of India PSUs or Companies registered as start-ups by MSME under Make in India programme: 10 marks	10
		PSUs of any State Government or Union Territory Administration: 5 marks	
		Others: 0 marks	
		TOTAL	40

d) The remaining 60 marks will be awarded based on the compliances of the functional specifications asked for in this document as per following details.

Response	Marks	Note:
Standard	4	The total marks thus awarded shall be prorated out of the total 60 marks for application compliance and added together with the 40 marks as per the evaluation matrix given above.
Work Around	3	
Customization	2	
Third Party	1	

Not Possible	0	

e) The technical proposals only will be subjected for evaluation at this stage. The Bidders scoring less than 60 marks (cut-off score) out of 100 marks in the technical evaluation shall not be shortlisted for next stage of Commercial Bid evaluation process.

f) In case, less than three participating Bidders qualify on technical criteria and reach or exceed the cut-off score of 60, then the University at its sole discretion, may qualify maximum three (total) Bidders on the basis of the top three scores (but not less than 30 marks).

g) The Bidders who are shortlisted based upon technical criteria may be asked, if necessary, to make a presentation on their solution at the University, at their own cost. The University will finalize appropriate and suitable technologies on the basis of proposed solution. The University in its best interest reserves the right to reject / modify the proposed solution.

h) To enable the technical evaluation, each Bidder is required to furnish the details as per the proformaprovided for this purpose.

i) The individual technical scores of the technically qualified Bidders, thereafter, will be normalized as per the formula below:

$$T_n = \left(\frac{T_b}{T_{max}}\right) \times \frac{60}{100}$$

where:

T_n = Normalized technical score for the Bidder under consideration
T_b = Absolute technical score for the Bidder under consideration
T_{max} = Maximum absolute technical score obtained by any Bidder

j) Financial Bids of those who have technically qualified only shall be opened for further evaluation.

k) The Commercial Offer shall be the sum total of the Gross Price and the AMC / ATC charges for a total project period of 03 years.

l) The commercial scores will be calculated as per formula given below:

$$F_n = \left(\frac{F_{min}}{F_b}\right) \times \frac{40}{100}$$

where:

F_n = Normalized financial percentage for the Bidder under consideration
F_b = Evaluated percentage cost of the Bidder under consideration
F_{min} = Minimum evaluated percentage cost of any Bidder

m) The overall score will be calculated as per the formula given below:

$$B_n = T_n + F_n$$

where:

B_n = Overall score of the Bidder under consideration
T_n = Normalized technical score of the Bidder under consideration
F_n = Normalized financial score of the Bidder under consideration

n) Final Selection of Bidder will be done based on added individual score achieved by the Bidder in techno-commercial evaluation. The Bidder getting the highest score (Bn) shall be selected for award of work.

27. Contacting the Purchaser

27.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

27.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid

F. Award of Contract

28. Post qualification

28.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whetherthe Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3 (b) and is qualified to perform the contract satisfactorily.

28.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

28.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder.A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

29. Award Criteria

29.1 Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

30. Purchaser's right to vary Quantities at Time of Award

30.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

31. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

31.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

32. Notification of Award

32.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by mail/telex or fax, to be confirmed in writing by registered

letter, that its bid has been accepted.

32.2 The notification of award will constitute the formation of the Contract.

32.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address it's request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

33. Signing of Contract

33.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

33.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and datethe Contract and return it to the Purchaser.

34. Performance Security

34.1 Performance Security 10 % of total value including taxes and other charges.

34.2 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

34.3 Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

35. Corrupt or Fraudulent Practices

35.1 It is the Bank's policy that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, and Contractors, and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts [1]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[2] 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"[3] means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practice"[4] means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) "coercive practice"[5] 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;

(v) "Obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impedea Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub – clause 36.1 (e) below.

(b) will reject a proposal for award if it determines that the 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;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures[6], including by publically declaring such firm or individual ineligible, either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[7] subcontractor, consultant, manufacturer or supplier, or service provider of and otherwise eligible firm being awarded a Bank-financed contract; and

(e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring Bidders, Suppliers, and Contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

35.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 24.1 (c) of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and theSupplier, as recorded in the Contract Form signed by the parties, including allthe attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.

(h) "The Purchaser's country" is the country named in SCC.

(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

(j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the international Development Association (IDA).

(k) "The Project Site", where applicable, means the place or places named in SCC.

(l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the World Bank as further elaborated in SCC.

3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grownor produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components,a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

The Goods supplied under this Contract shall conform to the standards mentioned inthe Technical Specifications, and, when no applicable standard is mentioned, tothe authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract,or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

7.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee or irrevomail Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) A cashier's check, certified check, or demand draft.

7.3 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goodsto confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or itssubcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be

furnished by the supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. Transportation

12.1 Deleted.

12.2 Deleted.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12.4 Deleted

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; an

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

16.4 Payment shall be made in Indian Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipping or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance

with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practice mail after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract

(c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause **24.1** the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for

forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by mail, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

33.1 GST and other levies shall be paid by the university as per actual rates applicable from time to time on production of proof of payment by the firm.

33.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

34. Fraud and Corruption

34.1 It is the Bank's policy that Borrowers (including beneficiaries of Bank loans), as well as Bidders ,Suppliers, and Contractors, and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts[8]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[9] 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"[10] means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practice"[11] means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) "coercive practice"[12] 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;

(v) "Obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub – clause 34.1 (e) below.

(b) will reject a proposal for award if it determines that the 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;

(a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(b) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures[13], including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[14] subcontractor, consultant, manufacturer or supplier, or service provider of and

otherwise eligible firm being awarded a Bank-financed contract; and

(c) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring Bidders, Suppliers, and Contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 24.1 (c) of the General Conditions of Contract.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever

there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is **Himachal Pradesh Technical University**

(b) The Supplier is : ……..

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section XIV of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

3.1 Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

3.2 Substitute Clause 7.3 (b) of the GCC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of Himachal Pradesh Technical University,Hamirpur [Purchaser].

3.3 Substitute Clause 7.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

3.4 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

4. Inspection and Tests (GCC Clause 8)

The following inspection procedures and tests are required by the Purchaser:

(i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test

procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine.

The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. The purchase will test the equipment after completion of the installation and commissioning at the site of the installation.

For site preparation, the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Complete items/ accessories as specified in Section V should be supplied, installed and commissioned properly by the supplier prior to commencement of performance test.

(ii) In the event of the equipment's failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

5. Packing (GCC Clause 9)

Add as Clause 9.3 of the GCC the following:

Packing Instructions :The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

(i) Project

(ii) Contract No.

(iii) Country of Origin of Goods

(iv) Supplier's Name, and

(v) Packing list reference number.

6. Delivery and Documents (GCC Clause 10)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by mail/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

(i) 4 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

(ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);

(iii) 4 Copies of packing list identifying the contents of each package;

(iv) Insurance Certificate ;

(v) Manufacturer's/Supplier's warranty certificate;

(iv) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

(iV) Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

8. Incidental Services (GCC Clause 13)

The following services covered under Clause 13 shall be furnished and the cost shall be included in the contract price:

a. Performance of the onsite assembly, commissioning and start-up of the equipment.

b. Furnishing the detailed operation and maintenance manuals for each items of the supply at each location.

C. Training the purchaser personnel at the suppliers office or other facility, in the installation and operation of the equipment.

d. Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligation under this contract.

e. Maintenance and/or repairs of the supplied goods for a period of three years after the end of warranty period. The bidder should indicate the spares and their costs, if any, which are not indicated in the maintenance contracts.

9. Spare Parts (GCC Clause 14)

Add as Clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

10. Warranty (GCC Clause 15)

(i) G.C.C. Clause 15.2:

In partial modification of the provisions, the warranty and support period shall be 03 years from date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and

expense and to carry out further performance tests in accordance with SCC 4 ;

(ii) Substitute Clause 15.4 of the GCC by the following:

"Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months."

(iii) GCC Clauses 15.4 and 15.5:

The period for correction of defects in the warranty period is 20 days.

11. Payment (GCC Clause 16)

Payment for Goods and Services shall be made in Indian Rupees as follows:

11.1 No payment will be made in advance for any supplies under this invitation for bid.

11.2 50% of the payment due for the COTS licenses shall be released by the Institute upon successful delivery of equipment / software and raising of relevant invoices thereof.

11.3 Remaining 50% of the payment for the COTS licenses shall be released by the Institute after successful performance certificate has been issued by the user within one month from the date of raising of relevant invoices thereof.

11.4 The cost of implementation services, including the cost of support for the COTS, the training, data migration cost etc. will be paid based on the completion of the key milestones of the project and acceptance of the deliverables associated with the milestones, by the University.

11.5 The implementation service also includes three months of adoption support after go live declaration.

11.6 At the completion of project preparation phase, 15% of the cost of implementation services will be paid within one month upon raising of relevant invoices thereof.

11.7 35% of the cost of implementation services will be paid after the completion of the blueprint phase within one month upon raising of relevant invoices thereof.

11.8 35% of the cost of implementation services will be paid at the successful completion of the realization phase within one month upon raising of relevant invoices thereof.

11.9 Remaining 15% of the cost of implementation services will be paid after one annual quarter of successful operation.

11.10 The AMC / ATC for the COTS solution for the period after go-live will be paid at the end of each annual semester on post-paid basis.

12. Prices (GCC Clause 17)

12.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

13. Sub-contracts (GCC Clause 21)

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies

14. Liquidated Damages (GCC Clause 23)

14.1 For delays in supply, configuration, deployment and maintenance of ERP/MIS in view of the specifications and scope of work defined in this document, liquidated damages or penalty shall be charged at the rate is 0.01 % per week of the contract value and a maximum deduction of 10 % of the contract price can be charged depending upon the gravity of the service. (GCC Clause 23.1)

15. Settlement of Disputes (Clause 28)

The dispute settlement mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as follows:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.

(b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each tobe appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held at India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However,

the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration.

16. Notices (Clause 32)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Himachal Pradesh Technical University,Hamirpur, Himachal Pradesh - 177001

Supplier: (To be filled in at the time of Contract signature)

.....

.....

.....

17. Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

a. Quantity offered for inspection and date;
b. Quantity accepted/rejected by inspecting agency and date;
c. Quantity dispatched/delivered to consignees and date;
d. Quantity where incidental services have been satisfactorily completed with date;
e. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from;
f. Consignee/Purchaser with date
g. Date of completion of entire Contract including incidental services, if any; and
h. Date of receipt of entire payments under the Contract

(in case of stage-wise inspection, details required may also be specified).

SECTION V: SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Brief Description	Quantity	Delivery schedule
ERP/MIS for HPTU as per specification and scope of work given in the document.	01 lot	2 months for submitting the blue print. 4 months after the blue print phase is signed off by the University

SECTION VI: TECHNICAL SPECIFICATIONS& CRITERIA

Detailed Scope of Work, Specifications & Deliverables:

INTRODUCTION

Himachal Pradesh Technical University, Hamirpur is a State University established in the year 2010 by an Act of Legislative Assembly of Himachal Pradesh with an objective for value creation and welfare of society through technical education, training, research, innovation, entrepreneurship and by offering continuing education programs. At the same time, the University is responsive to the changing and exceptional requirements of our society and economy and contributes to find answers to global problems.

HPTU ,Hamirpur seeks for a Complete Integrated University Management System (IUMS). The Automation solution should include the modules like Student Lifecycle Management, Colleges Management, Examination Management and University Administration/ Financial & HR Management etc.

The successful bidder is expected to design, develop, customize, supply, configure, operate, rollout and update, upgrade & maintain a Web based ERP/MIS portal for HPTU Hamirpur as per the requirement, scope of work, technical specifications and features mentioned herein. Further, the vendor shall install, host, fine tune and run the ERP/MIS software on the premises i.e. Data Centre of the university. All the required and associated software except the operating systems are to be provided by the Bidder.

OBJECTIVES OF THE PROJECT

Automation of overall activities of the University by facilitating a world-class online education environment for the students, faculty, staff and its affiliated colleges. This will enable the key officials of the university to have better administrative control mechanism, access and reporting and decision making at different level.

At present, HPTU Hamirpur is serving a student strength of approx. 20,000 all over the state. More than 45 Colleges are affiliated to this university which includes both Engineering and Non Engineering Branches and many more Institutes are expected to join HPTU in the near future. So keeping in mind the aspects, quantum of work and complexities of the processes, the bidders are advised to participate and bid accordingly. No extra money shall be paid for any activity whatsoever in the event of increase in terms of no. of Institutions, Programmes, Schemes, Students, Alumni, Staff and Faculty, etc. Therefore, the ERP/MIS design and approach, thus, should be scalable and configurable irrespective of any such increase in numbers and change of business requirement.

Some of the objectives of the project are:

- To facilitate students related services such as admissions, fee payment, examinations etc.
- To facilitate college related services such as affiliation and related services.
- To provide online facilities for the students of various colleges at their own places aiming to achieve the zero-error scenario.
- To improve transparency and accountability in the overall system.

MODULE LIST OF IUMS WITH SCOPE OF WORK

1. Pre-Admission
2. Admission and Academics Module
3. Student Attendance Management
4. Pre Examination Management (Pre and Post)
5. Examination Management and Result Processing
6. Self Service Portal for Students
7. Self Service Portal for Employees

8. Fee Management
9. Financial and Accounting Management System
10. Budget and Audit Management
11. Bill Tracking System
12. Affiliation Section
13. Online Counselling Management
14. Human Resource and Establishment Management System
15. Payroll Management System
16. Purchase, Store & Inventory Management
17. Asset Management
18. Hostel Management Module
19. Training and Placement Cell Management Module
20. Alumni and Convocation Management Module
21. File Tracking / Movement System
22. Letter Tracking / Movement System
23. Digital Document Circulation (DDC)
24. Pension and GPF Calculation
25. RTI Management
26. Recruitment Management System
27. Grievance Management Module
28. Affiliated Management
29. Leave Information Management
30. Guest House Management Module
31. Transportation Management System

Module wise scope of work is given below:

S.No.	Module	Compliance	Remarks
1.	**PRE - ADMISSION** University gives advertisements in News Paper. Candidates should fill form online along with details of entrance examination centres, city information and submit fee online or by bank.		
2.	**ADMISSION MANAGEMENT** The students shall seek admission in the University based on the Cut-off list generated in the Pre-Admission Process. Once their admission is confirmed by the University based on the cut-off list, the status of the particular student should be upgraded to "Approved" in the University Database with the relevant details of the Degree Programs.		
3.	**ACADEMICS MODULE** This module shall display University's Course catalogue, allow online course		

	registration, calculate class availability and allow advisors to communicate directly with students on course selection issues. It shall have features: • Student Data Management • Attendance Management • Student Leave Management • Student Discipline Management • Student Feedback Management		
4.	**EXAMINATION MANAGEMENT SYSTEM (PRE AND POST)** The Students should be able to access and fill up the examination forms online. The examination process should be further streamlined with the Dynamic Exam Centre Allocation, Examination Schedule generation, Student Exam Centre allocation, Admit card printing-college wise etc. During the Internal Examinations, University should feed the Internal Examination marks after approval of competent authority. These marks once fed, should be locked by the University's officials and then, would be made available to the University's Examination Department.		
5.	**STUDENT ATTENDENCE MANAGEMNT** Create an online attendance register to maintain daily attendance records. Generate subject-wise, teacher-wise or course-wise attendance reports. Track and evaluate attendance history to enforce discipline. • Semester wise Teacher Course Allocation • Online Daily Attendance entry • Attendance Rule Configuration • Course Wise Attendance Report • Student Attendance report in all subjects • Attendance module can be integrated with Biometric Smart Attendance Terminal (SAT) • Integration with Smart card, Biometric devices SAT is planned for future and shall be procured by the University and necessary integration kit shall be provided.		
6.	**SELF SERVICE PORTAL FOR STUDENT** Web portal for students must provide a platform for University to get, share and disseminate the required & relevant information through discussion forums, chat rooms, mail, document sharing, SMS alerts etc.		
7.	**SELF SERVICE PORTAL FOR EMPLOYEES** A dedicated portal for employee should allow them to complete various tasks such as apply for leave, generate salary slips, apply for loans, and buy insurance.		
8.	**FEE ACCOUNTING** The modules should be capable of allowing users to setup and define fee structure of any complexity with creation of different fee heads.		
9.	**FINANCE AND ACCOUNTING MANAGEMENT SYSTEM**		

	The Financial Accounting should take care of all financial issues of the University including incomes, expenses, revenue generation, cash and bank related transactions.		
10.	**BUDGET AND AUDIT MANAGEMENT** In this module, the University should be able to identify the underlying values and factors that affect the spending and identifying savings as well as the development of a spending plan.		
11.	**BILL TRACKING SYSTEM** This module should allow bills from all departments to be submitted online and presented for approval. Check the status of each bill, (approved, pending or cancelled).		
12.	**AFFILIATION MANAGEMENT** This module should be used to record the details of those colleges who request for affiliation for degree/program. University officials should update the status of the affiliation file and their approval status so that colleges can check their affiliation status online.		
13.	**HUMAN RESOURCE AND ESTABLISHMENT MANAGEMENT SYSTEM** Store their demographic details, educational qualifications, details related to increments, promotions, transfers and benefits of the employees in a completely secure environment.		
14.	**PAYROLL MANAGEMENT SYSTEM** The module takes care of the payroll process, salary generation arrears and other HR activities of the employees.		
15.	**PURCHASE, STORE AND INVENTORY MANAGEMENT** This module must automate the procurement and inventory part of the University. The application is ought to have a three level of categorization of each item so that it can be distinguished well.		
16.	**ASSET MANAGEMENT** Asset management would help in maintaining records of all the assets the organization wants to monitor. It shall have details of their service schedules, maintenance records, depreciated value and schedule for replacement.		
17.	**HOSTEL MANAGEMENT MOLDULE** The module should automate all the procedures related to hostel, room's information, student information, accounts, payment tracking, a list of hostlers and day-scholars must be generated at any moment of time.		
18.	**TRAINING AND PLACEMENT CELL MANAGEMENT MODULE** Placement services module should manage all the activities related to Employer, Student & University. It must keep track of the Employer visits to the University, their recruitment process, previous recruitment, employer's expectations etc.		
19.	**ALUMNI AND CONVOCATION MANAGEMENT MODULE** Alumni management system is expected to promote interaction among alumni and to provide newcomers with valuable social and professional contacts. A grand annual convocation is ought to get arranged to award the pass outs of the year.		

20.	**ONLINE CONSELLING MANAGEMENT** Student Counseling Management System is to manage the details of Results, Merit List, Student, Counseling's, and Registrations. It manages all the information about Results, Grade, Registrations, and Results. The project is totally built at administrative end and thus only the administrator is guaranteed the access. The purpose of the project is to build an application program to reduce the manual work for managing the Results, Merit List, Grade, and Student. It tracks all the details about the Student, Counseling's, and Registrations.		
21.	**FILE TRACKING / MOVEMENT SYSTEM** File Tracking / Movement System must automate file within the different departments of a University, thus introducing a transparency in a system where volume of files generated is very high.		
22.	**LETTER TRACKING / MOVEMENT SYSTEM** Letter Tracking / Movement System must automate letters within the different departments of a University, thus introducing a transparency in a system where volume of files generated is very high.		
23.	**DIGITAL DOCUMENT CIRCULATION** The module should help in creation of e-note, letter, managing letter inward, entering into work-flow, ending with the closure of respective document when the decision is taken. It should create and track documents moving in an organization		
24.	**PENSION AND GPF CALCULATION** **Pension Calculation:** This module should maintain the details of all those employees who are retired from their service. **GPF Calculation:** This module maintains the records related to GPF/CPF deductions from the employee's salary. It should also take care of all records related to provident fund like GPF number, nominee of an employee, annual interest calculations, loans and refunds against GPF/CPF etc.		
25.	**RTI MANAGEMENT MODULE** This module should cover the entire RTI process starting from the Online submission of application by citizen & response to such query by concerned department, online processing of requested application, Forwarding of application to appropriate department, auto escalation of application through defined escalation process		
26.	**RECRUITMENT (TEACHING/ NON- TEACHING) MANAGEMENT SYSTEM** Manage all aspects of your recruitment process. Publishing job openings, receiving online applications, screen applicants, conduct interviews, award grades and generate merit list.		
27.	**GRIEVANCE (STAFF / STUDENTS) MANAGEMENT MODULE** This module helps the University to handle complaints in a transparent, efficient way. Accept complaints online, forward to relevant HOD/department, auto generation of complaint number makes tracking easier.		
28.	**LEAVE INFORMATION MANAGEMENT** • Leave Type Details		

	• Leave Assignment • Leave Transactions • Holiday List • Leave Approval • Leave Encashment		
29.	**GUEST HOUSE MANAGEMENT MODULE** This module helps the University to manage all types of accommodation establishments. This module is having the flowing features: • Room Management • Booking requisition for guest house. • Online reservation and room status • Billing of bookings for guests • Statistics on occupancy, guests (including graphs)		
30.	**TRANSPORT MANAGEMENT SYSTEM** Travel & Transport System is a web based workshop management tool designed to keep track of all vehicles, their maintenance and activities in an organization. • Vehicle Details • Vehicle Make/Vehicle Type • Vehicle Driver Mapping • Vehicle Logbook Creation		

Important Note:

1. The above specifications & scope of work is indicative and based on university's decision/requirement, the same is subject to change till last date of closing of bid submission. Therefore, the prospective bidders seeking any clarification to any of the tender clause or criteria are advised to raise their genuine queries or concern in writing (via email) before pre-bid meeting.
2. The university also reserves the right to modify and change the scope even during the SRS, project implementation and maintenance phase as per its official requirement, expectations and observations raised by the concerned stake holders. In case of change of rule, ordinances, procedure, practices, law, etc. by the university and state or central govt., the firm is supposed to facilitate the suitable changes/obligations in the software with any extra as and when needed.
3. The ERP/MIS code, modules, licenses and software, etc. so supplied, delivered and installed in line with the specification and scope of the university shall be the sole property of HPTU Hamirpur after final acceptance by the university. This excludes the source code of the COTS software supplied by the Bidder.
4. The university also reserves the right to use and further modify the ERP/MIS software at its own level as per the requirement of the system after expiry and termination of AMC and support period without paying any amount to the vendor. Moreover, all the Data, content and records stored in the Database/Application of ERP/MIS shall be owned by the university free of cost and the same shall be made available by the firm as and when requested by HPTU Hamirpur.
5. During the customization and implementation phase the vendor is required provision as many resources as deemed necessary keeping in view the time lines specified in the document. During first

year of operation after go-live, vendor is required to depute 02 competent professionals conversant with the product on full time basis. During remaining two years of operation after the first year, vendor is required to depute 01 competent professional conversant with the product on full time basis.

6. The number of student users is estimated as 20,000 maximum.
7. The number of employee users is estimated as 500.
8. The vendor has to make provisions with regard to any ancillary software like database or any other middle ware. They are advised to factor in the respective costs in their commercial offer. University will not provide any such licenses.
9. Suitable work space shall be provided by the University during the entire duration of the project.
10. The system will be deployed in the University data center and it is centralized. However, it will be accessed over secure connections from other remote sites as well.
11. All SMS and email subscriptions shall be provided by the University if needed.
12. Approximately 100 users need to be trained depending upon their roles.
13. The resources deployed in the University are expected to follow the University timings and University calendar. However, the L1 support provided from remote back office is expected to be made available on 24x7 basis.
14. Only the existing student and alumni records need to be migrated. They will be provided in csv files.
15. As of now no system needs to be integrated. In future if any new systems are deployed, necessary APIs will be provided.
16. The ERP / MIS to be implemented shall cover basic information of the staff members of the affiliated colleges also in addition to the staff of the University. However, any automation related to ERP like accounting / HR functions / supply-chain etc. shall be limited to the University alone. The academic and examination related stuff shall be provisioned for the entire University, including the affiliated colleges.

SECTION VI-A : QUALIFICATION CRITERIA

(Referred to in Clause 13.3(b) of ITB)

This RFP is open to all companies from within India and as from countries defined in clause 2.1, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding and who fulfil the minimum qualification criteria as hereinafter laid down. Consortia of companies having not more than two consortium partners are also welcome to participate but all the relevant qualifying criteria must be met jointly or severally by them. In case of bidding by consortia, maximum 02 parties can form consortia and shall submit a legally binding contract to that effect, clearly indicating the roles and responsibilities of the consortium partners and specifying the lead bidder in specific reference to this NCB.

GENERAL ELIGIBILITY CRITERIA

#	Criteria	Documents to be submitted**
EG- 1.	The Bidder(s) should be a registered company in India under Companies Act 1956 and in countries as defined in clause 2.1 under respective regulations in those countries.	Copy of the Certificate of Incorporation along with status of organization ownership should be enclosed as Annexure **EG-1**.
EG- 2.	The Bidder(s) should not have been blacklisted/ debarred by the Government of India or their undertakings, any State Governments or their undertakings previously. In such cases the bid will be summarily rejected and no correspondence in this matter shall be replied by the University.	Undertakings from the Bidder(s) in this regard should be enclosed as Annexure **EG -2**.

TECHNICAL ELIGIBILITY CRITERIA

#	Criteria	Documents to be submitted**
ET- 1.	The Bidder(s) must either be OEM(s) or their authorized business partners of repute as evidenced by copies of relevant certificates or their consortia. In case of consortia all the eligibility clauses shall be met by any combination of the consortium partners.	Manufacturer Authorization Certificate from OEM in Case of Channel Partner/ Distributor as per the Format given in Section-XII post should be enclosed as Annexure **ET -1**.
ET- 2.	Previous experience in ERP / MIS implementation in Indian Universities or Institutes of National Importance as described in respective Acts / Statutes.	Copies of relevant purchase Orders be enclosed as Annexure **ET-2**. The list of all such projects executed must be presented in tabular form along with supporting documents.
ET- 3.	The OEM(s)or the Bidder(s)should be certified as SEI **CMMi level 3 or 5**.	Copies of relevant certificate be enclosed as Annexure **ET -3**.
ET- 4.	The Bidder(s) must be have valid VAT/ LST/ CST, Service Tax Registration and PAN number allotted by the respective authorities.	Copies of all the relevant certificates should be enclosed as Annexure **ET -4**.

COMMERCIAL ELIGIBILITY CRITERIA

#	Criteria	Documents to be submitted**
EC- 1.	The Bidder(s) should have at least an annual turnover of more than ₹ 10 Crore in the last successive three	To establish financial stability, copies of the audited balance sheets and profit

	audited financial years on the average.	and loss account for last 3 financial years should be enclosed as Annexure **EC-1**.
EC- 2.	The Bidder(s)as well as the OEM(s)should not be involved in any Bankruptcy filing or for protection from it.	Undertakings from the Bidder(s)as well as the OEM(s) in this regard should be enclosed as Annexure **EC-2**. Otherwise, if they are so involved they must furnish a bank guarantee valid for three years of an amount equal to the total value of their bid along with their commercial bid and should mention that they have done so in their technical bid.
EC- 3.	The Bidder(s) should have a positive net worth.	Please enclose duly certified and signed statement by the authorized CA as Annexure **EC-3** indicating that the firm is having positive net worth.

SECTION VII: BID PROFORMA AND PRICE SCHEDULE

Note: Please attach all the required documents in the given order with your Technical Bid.

S No	Description	Supporting Document Attached (Yes/No)	Bid Page No
1.	Bid Covering Letter		
2.	Profile of the Bidder		
3.	Detail about the Tender Document Fee and Bid Security (Earnest Money Deposit)		
4.	Copy of the Certificate of Incorporation along with status of organization ownership should be enclosed as Annexure **EG-1**.		
5.	Undertakings by the Bidder(s) regarding blacklisting should be enclosed as Annexure **EG -2**.		
6.	Manufacturer Authorization Certificate from OEM in Case of Channel Partner/ Distributor as per the Format given in Section-XII post should be enclosed as Annexure **ET -1**.		
7.	Previous experience in ERP / MIS implementation in Indian Universities/Institutes. Copies of relevant purchase Orders be enclosed as Annexure **ET-2**. The list of all such projects executed must be presented in tabular form along with supporting documents.		
8.	Copy of valid SEI CMMi level 3 or 5.be enclosed as Annexure **ET -3**.		
9.	Copies of valid VAT/ LST/ CST, Service Tax Registration and PAN number allotted by the respective authorities should be enclosed as Annexure **ET -4**.		
10.	Copies of the audited balance sheets and profit and loss account for last 3 financial years should be enclosed as Annexure **EC-1**.		
11.	The Bidder(s) as well as the OEM(s) should not be involved in any Bankruptcy filing or for protection from it. Undertakings from the Bidder(s) as well as the OEM(s) be enclosed as Annexure **EC-2**.		
12.	Please enclose duly certified and signed statement by the authorized CA as Annexure **EC-3** indicating that the firm is having positive net worth.		
13.	Bidder's individual response and compliances to Technical specifications mentioned in the Tender		
14.	Duly signed and stamped copy of the Tender Document published on the HPTU website.		

(Signature and Stamp)

Name: _____

Designation_____

SECTION VII:

BID COVERING LETTER

Date :.....

Credit/Loan No :.....

IFB No :.....

To

TEQIP Coordinator,
Himachal Pradesh Technical University,
Hamirpur,(H.P.)– 177001

Dear Sir/Madam,

Having examined the Bidding Documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description of Goods and Services)* in conformity with the said bidding documents for the sum of ..... *(Total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ..... percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Amount Rupees

Name and address of agent

Purpose of Commission or gratuity

_____

(if none, state "none").

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this ..... day of ..... 2019 .....

_____ _____

(signature) *(in the capacity of)*

Duly authorized to sign Bid for and on behalf of

_____

Profile of the Bidder

S.No.		Detail
1.	Name of the Bidder/Firm	
2.	Address of the Bidder/Firm	
3.	Type of Organization (Govt./PSU/Private/MSME etc.)	
4.	Name of the Authorized Signatory	
5.	Contact No. of the Authorized Signatory	
6.	E-mail address of the authorized Signatory	
7.	Date of Incorporation of Firm	
8.	Sales Tax/Commercial Tax/CSTNos./ServiceTax No.	
9.	PAN No.	
10.	Yearly Turnover of the Firm during last 3 financial years.	2015-2016:_____ 2016-2017:_____ 2017-2018:_____

(Signature and Stamp)

Name: _____

Designation_____

Detail about the Tender/Bidding Document Fee
and
Bid Security (Earnest Money Deposit)

Bidding Document Fee of Rs. 5000/- (non-refundable)	
Value	
Mode of Payment	
Demand Draft Number with Date	
Name and Branch of the Bank	

Bid Security (Earnest Money Deposit) of Rs. 6 Lacs	
Value	
Mode of Payment	
Demand Draft Number with Date	
Name and Branch of the Bank	

(Signature and Stamp)

Name: _____

Designation_____

PRICE SCHEDULE

(To be sealed separately in the Envelop)

PROFORMA COMMERCIAL BID

We hereby quote our commercial offer as given below and duly understand that quote on any other format or any other way shall not be evaluated by HPTU Hamirpur and will be summarily rejected. The bidders are advised to quote in INR only.

S No	Description of goods as per proposed specifications and scope of work mentioned the document (a)	Gross Base Price in ₹ (b)	GST + other levies, as applicable in ₹ (c)	TOTAL Price to be paid including GST and any other levies in ₹ (b) + (c)
A.	**Basic cost of ERP/MIS application software**			
B.	**One time cost incurred towards Rollout, Customization and Deployment of ERP/MIS**			
C.	**Operation, AMC and Support for 1st Year**			
D.	**Operation, AMC and Support for 2nd Year**			
E.	**Operation, AMC and Support for 3rd Year**			
			Grand Total (A + B + C + D + E) (i.e. Criterion for Bid Evaluation)	
AMC and Support charges per year for subsequent engagement by HPTU, Hamirpur				

We hereby agree to supply the above goods and services in accordance with the technical specifications, scope of work and deliverables mentioned in the Tender/ NCB (Bid Ref. No. **TEQIP-III/HP/hruh/15)** for a total contract value of Rs._____(Amount in figures) (Rupees_____ _____ (Amount in words).

Further, we undertake that the rate offered under this work order shall not change during project life cycle and for any default or delay at the part of the firm, the penalty shall be deducted as per the terms & conditions of the Tender.

(Signature and Stamp)

Name: _____
Designation_____
Contact No: _____
Date:_____
Place:_____

SECTION VIII: BID SECURITY FORM

SECTION VIII: BID SECURITY FORM

Whereas .....[1] *(hereinafter called "the Bidder")* has submitted its bid dated ..... *(date of submission of bid)* for the supply of ..... *(name and/or description of the goods)* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ..... *(name of bank)* of ..... (name of country),having our registered office at ..... *(address of bank)* (hereinafter called "the Bank"), are bound unto ..... *(name of Purchaser)* (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20___.

THE CONDITIONS of this obligation are:

1. If the Bidder
   (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
   (b) does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
   (a) fails or refuses to execute the Contract Form if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

   we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

   This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

_____[1] *Name of Bidder*

SECTION IX: CONTRACT FORM

SECTION IX: CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20... Between .....*(Name of purchaser)*of .....*(Country of Purchaser)* (hereinafter called "the Purchaser") of the one part and ..... *(Name of Supplier)* of ..... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ...*(Brief Description of Goods and Services)* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Bid Form and the Price Schedule submitted by the Bidder;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total	DELIVERY TERMS

TOTAL VALUE:
DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of:.....

said ..... (For the Supplier)

in the presence of:.....

SECTION X: PERFORMANCE SECURITY FORM

SECTION X: PERFORMANCE SECURITY FORM

To

TEQIP Coordinator,
Himachal Pradesh Technical University,
Hamirpur,(H.P.)– 177001

Dear Sir/Madam,

WHEREAS .....(Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply..... .....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors
.....
Date.....20....
Address:.....

SECTION XI: PERFORMANCE STATEMENT

Pease attach "Proforma for Performance Statement"

SECTION XII

(Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURERS' AUTHORIZATION FORM*

No. ……Dated……

To

TEQIP Coordinator,
Himachal Pradesh Technical University,
Hamirpur, (H.P.) – 177 001

Dear Sir/Madam,

IFB No. ……

We____ who are established and reputable manufacturers of *(name and description of goods offered)* having factories at (*address of factory)* do hereby authorize M/s_____ _____*(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific IFB. *(This para should be deleted in simple items where manufacturers sell the product through different Stuckists.)*

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully

(Name)
(Name of manufacturers)

Note:
This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.
* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

SECTION XIII

SAMPLE FORM

BANK GUARANTEE FOR ADVANCE PAYMENT

To
TEQIP Coordinator,
Himachal Pradesh Technical University,
Hamirpur, (H.P.) – 177 001

Dear Sir/Madam,

In accordance with the provisions of the Special Conditions of Contract which amends Clause 16 of the General Conditions of Contract*(name and address of Supplier)* (hereinafter called "the supplier") shall deposit with (*name of Purchaser*) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _(*amount of guarantee)** (*in words*).

We, the (*bank or financial institution*), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (*name of Purchaser*) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding(*amount of guarantee*)* (*in words*).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between
(*name of Purchaser*) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____

Yours truly,
Signature and seal :
Name of bank :
financial institution :
Address :
Date :

* An amount is to be inserted by the bank representing the amount of the Advance Payment.

SECTION XIV

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement.

As of March 2000[1]

For the information of Borrowers and Bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits,* dated January 1995 (revised January and August 1996 and September 1997, and January 1999), set forth below is a list of countries from which Bidders, Goods and Services are not eligible to participate in procurement financed by the World Bank or IDA[2].

Andorra

Cuba

Democratic People's Republic of Korea (North Korea)

Liechtenstein

Monaco

Nauru

Tuvalu

In addition, Bidders, Goods and Services from other countries or territories may be declared ineligible by a provision in the Bidding. Documents if the borrower's country has excluded them by a law, an official regulation, or an act of compliance meeting the requirements of paragraph 1.8 (a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to no country.

Notes:

1. The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: http://www.worldbank.org/html/pic/PROCURE.html. A list of firms debarred from participating in World Bank projects is available at: HYPERLINK "http://www.worldbank.org/html/pic/PROCURE.html"http://www.worldbank.org/html/opr/procure/debarr.html.

2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

ANNEXURE XV

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

BID NO. ..... DATE OF OPENING:.....

NAME OF THE BIDDER : .....

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2. (a) Telephone & Fax No Office/Factory/Works
   (b) Telex No. Office/Factory/Works
   (c) Telegraphic address :
3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs &description pamphlets be supplied if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
   8.1 Normal
   8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:
    10.1 Details of technical supervisory staff in charge of production & quality control.
    10.2 Skilled labour employed.
    10.3 Unskilled labour employed.
    10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Are you registered with The Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....

Signature and seal of the Manufacturer

[1] In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors,sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract

execution for undue advantage is improper.

[2] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[3] "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[4] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non- competitive levels.

[5] "Party" refers to a participant in the procurement process or contract execution.

[6] A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

[7] A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.

[8] In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

[9] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[10] "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[11] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non- competitive levels.

[12] "Party" refers to a participant in the procurement process or contract execution.

[13] A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

[14] A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.