



**प्रस्ताव के लिए अनुरोध
Request for Proposal**

**के लिए
for**

**वेब आधारित ईआरपी प्रणाली का कार्यान्वयन
Implementation of Web based ERP System**

Volume I – Bidding Instructions and General Terms & Conditions

Indian Institute of Technology Indore



भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड, भारत, पिन- 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

दूरभाष: 91-0731-6603369/3551

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Email: mms@iiti.ac.in

RFP No.: IITI(MM)/CITC/1/1A/NH/ERP/23-24

December 01, 2023

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

Indian Institute of Technology Indore invites online bids (e-tender) in two bids systems i.e. **Technical Bid and Financial Bid**, for implementation of **Web-based Enterprise Resource Planning (ERP) System** to automate Academic & Administrative Functions covering the entire Institute.

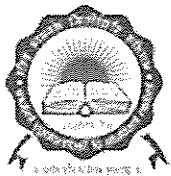
Item Description	NIT No.	EMD (Rs)
Implementation of Web-based ERP System at IITI	IITI/CITC/1/1A/NH/ERP/23-24	<p>Online EMD Submission: Rs. 10,00,000/- (Rupees Ten Lakhs Only)</p> <p>Online EMD Submission: Bidder can submit their EMD online by visiting the below link: https://www.onlinesbi.sbi/sbicollect/icollecthome.htm</p> <p>Or EMD submission as Bank Guarantee</p>

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

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

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

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support - Phone No. 0731-6603369/3551/3408. Mail id: - mms@iiti.ac.in.



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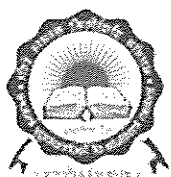
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Glossary

IA	Implementing Agency
AMES	Application Maintenance & Enhancement Services
BG	Bank Guarantee
EMD	Earnest Money Deposit
RFP	Request for Proposal
FRS	Functional Requirements Specifications
CRP	Conference Room Pilot
UAT	User Acceptance Test
FAC	Final Acceptance Certificate
FRS	Functional Requirements Specification
PBG	Performance Bank Guarantee
CPPP	Central Public procurement Portal



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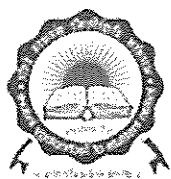
Chapter-1

ऑनलाइन बोली जमा करने के लिए बोलीदाताओं को निर्देश

INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION

1. The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions below is liable to be rejected. These instructions shall form the part of the tender and the contract.
2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are requested to submit the copies of their bids electronically (digitally) on CPP Portal, using valid Digital Signature Certificates.
3. **For Registration:** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “**Click here to Enroll**”.
4. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. **The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.**
5. The bidders may submit duly filled and completed bidding document ONLINE as per the instructions contained in the bidding documents. An incomplete bid shall be liable to be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
6. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IIT Indore reserves the right to accept or reject any or all the bids at any stage.
7. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- <http://eprocure.gov.in>

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.



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Chapter 2 **INVITATION FOR PROPOSAL**

Indian Institute of Technology Indore invites online bids (e-tender) in two bids systems, from **Software Companies / ERP Implementing Agencies** having experience in providing ERP solutions.

Request for Proposal (RFP) Structure

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

Volume I: Bidding Instructions and General Terms & Conditions

Volume I of RFP intends to mention all the information that may be required by the potential bidders to understand the

- evaluation criteria,
- commercial terms,
- Scope of services
- bid process details, etc.

to thereby participate in the bid process for implementation of ERP and Web based ERP-like solutions at IITI.

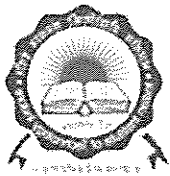
Volume II: Technical and Functional Requirements, and Solution Scope

Volume II of RFP intends to highlight all the details with respect to functional and technical requirements of the ERP solution along with the necessary scope of work for implementing the solution that IITI deems necessary to share with the potential bidders.

This volume has AppendixA which is a separate document.

The broad functional requirement specification is enclosed in Volume II and is for reference. The selected service provider should prepare the detailed functional requirement and process flow chart and seek IITI approval before starting the implementation.

This document is Volume I.



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Chapter- 3 **About IIT Indore**

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

IITI currently has 11 Academic departments (list is in the Annexure), Administrative Departments, and Centers.

At present, the Institute has around 3000 students. The Institute has planned to accommodate 10000 plus students by the end of Phase III of campus construction. IIT Indore started its academic programs in 2009. As of September 2022, IITI has 11 departments with enrolment of around 3000 students, pursuing studies in various programs viz. B.Tech., M.Sc., MTech. and Ph.D.

As of May 2023, IIT Indore has 200 faculty members. As far as non-faculty posts are concerned, the institute is functioning with 150 permanent staff and several project staff.

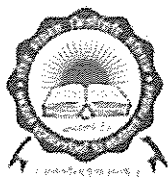
IIT Indore has a very vibrant research culture with many Grant-in-Aid projects and labs. It may be noted that the number of Departments and students may vary from time to time.

The Bidders are encouraged to go through the operational procedures of the Institute while preparing their offers. The following points can be considered:

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

3.1 Purpose of this Document

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



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3.2 Date & Time Schedule

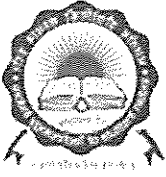
The timelines for the tender will be as per Table 1.1.

Table 1.1: Date and time schedule regarding the tender process

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of RFP	December 01, 2023	3.00 PM
2	Last Date for Sending Pre-Bid Queries	December 11, 2023	3.00 PM
3	Offline Pre-Bid Meeting	December 15, 2023	3.00 PM
4	Upload of Pre-Bid Clarifications/Corrigendum if any	December 22, 2023	3.00 PM
5	Bid Submission Start Date	December 22, 2023	3.00 PM
6	Bid Submission Close Date	January 15, 2024	3.00 PM
7	Opening of Technical Bids - Envelope 1 'A'	January 16, 2024	3.00 PM

3.3 Tender Availability:

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



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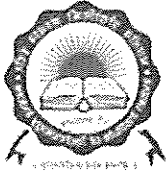
CHAPTER-4 **TERMS AND CONDITIONS**

- 4.0 The bidder shall ensure **high security, reliability, and data integrity for all the service components provided.**
- 4.1 Bidder shall provide all services specified or otherwise, which are required to fulfill the intent of ensuring performance, operability, maintainability, and the reliability of the complete work covered under Scope of Work. If any item, though not specifically mentioned, is required to complete the project for its reliable, efficient, and trouble-free operation, the same shall also be taken to be included and be installed, configured, developed by the Bidder as per requirement.
- 4.2 **Standards:** The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between IITI and the bidder, and when no applicable standard is mentioned, the services / products / deliverables shall be supplied under the authoritative and appropriate international standards of such services / products / deliverables and such standards shall be the latest issued by the concerned institution/s.
- 4.3 **Language:** The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc., being in a language other than English, a certified translation should accompany the documents as a part of the RFP.
- 4.4 **Pre-Bid Meeting:** Bidders are requested to attend a Pre-bid meeting for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

In view of the above, prospective bidders are advised to submit their doubts/questions/clarifications, if any, bearing tender no., title and marked "Queries for Pre-Bid Meeting" through Mail, (Mail ID: mms@iiti.ac.in) as per the schedule mentioned in the chapter 1.

Any modification of the bidding documents which may become necessary as a result of the Pre-Bid meeting shall be made known to all the prospective bidders by the Evaluation Committee through a notification of amendment on the website of the IIT, Indore, and CPP Portal no queries will be entertained beyond the date of pre-bid meeting.

- 4.5 **Bid Submission:** Bidders are requested to submit the bids after the date of submission of bid or from the date of pre-bid meeting report, considering the changes made if any, during the pre-bid meeting.



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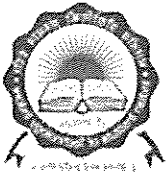
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- 4.6 Bidders are totally responsible for incorporating/complying with the changes/amendments issued if any during pre-bid meetings in their bid.
- 4.7 **Late Bids:** IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.
- 4.8 **Bid Validity:** The bids shall be valid for a period of 180 days from the date of opening of the tenders.
- 4.9 **Modification and withdrawal of bids:** No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn after the deadline for submission of bids and the expiration of the period of bid validity.
- 4.10 **Opening of Tenders:** Opening of the bids would be done as specified schedule mentioned in the tender document on the Central Public Procurement Portal. In the event of the specified date of Bid opening being declared a holiday for the IIT, Indore the Bids shall be opened at the appointed time and location on the next working day. In two-parts bidding, the financial bid shall be opened only for those who qualified in the technical evaluation stage by the committee.
- 4.11 **Bid Security (EMD):**
- a) **Earnest Money Deposit (EMD / Bid Security (BS))** has to be submitted by bidders except those who are registered with:-
 - (i) Micro and Small Enterprises (MSEs)
 - (ii) Central Purchase Organization (CPO)
 - (iii) Concerned Ministry / Department.
 - (iv) Startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT).
 - b) In such case, a copy of the valid certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format.
 - c) In case the unit is not covered as above, the EMD should be submitted online via <https://www.onlinesbi.sbi/sbicollect/collecthome.htm> and the payment reference should be attached in PDF with Cover I.
 - d) The EMD will be returned to the unsuccessful bidders after the order(s) are placed with the successful technically qualified bidder as per the criteria outlined in 5.6.
 - e) The EMD will be forfeited if the technically qualified bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
 - f) No interest will be payable by the IITI on the Earnest Money Deposit.
 - g) The Earnest Money of the successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to supply the item as per Purchase Order (PO) terms and conditions within the stipulated period, the earnest money shall be liable to be forfeited by



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4.12 Performance Bank Guarantee:

- Security Deposit in the form of Performance Bank Guarantee (PBG) valuing ten percent (10%) of the total order value valid till the completion of installation, commissioning & maintenance of solution & digitization of records as per the requirement and issue of Acceptance Certificate upon successful completion of the contract, shall be deposited by way of Bank Guarantee from a Nationalized Bank.
- This Guarantee should be furnished immediately, but in any case, not later than fifteen (15) days** from the date of signing the Contract. This amount is liable to be forfeited, in full or in part, for breach of any of the terms and conditions of the Contract.
- The PBG format is attached as Annexure for your reference.**

4.13 Roll-out of specific modules:

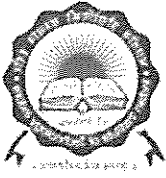
The IA should prepare module wise development and roll-out of the core and other modules specified in the FRS document.

Source code, licensing, and IP Rights of ERP Software as applicable

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

4.14 Third party product and licensing

- The IA shall be obliged to ensure that all **approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the deliverables, services, applications, services etc. provided by the IA or subcontractors under this agreement shall be acquired in the name of the IITI and IA shall have the non-exclusive, unlimited right to use such licenses for the purpose of execution of any of its obligations under the terms of this agreement.**
- Also, such licensing should **be perpetual in nature.** However, after the term of this agreement, such approvals etc. shall endure to the exclusive benefit of the IITI.
- If license agreements or other agreements are necessary or desirable between the IA and third parties for purposes of enabling / enforcing/ implementing the provisions herein above, the IA shall enter into such agreements **at its own cost, expense, and risk and all such licenses etc. shall be bought in name of the IITI unless otherwise directed in writing by the IITI.** Also, such licensing should be perpetual in nature.



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4.15 Mode of Payment

- IITI shall make all payments through RTGS or NEFT within 30 days of submission of all documents, invoice and as per the **schedule of payments**.
- The invoice and documents should be certified by the ERP team.
- The bank details should be submitted along with the invoice.

4.16 Authorized Signatory

- The IA shall advise of the **authorized signatories who can discuss and correspond with IITI, with regard to the obligations under the contract.**
- Requisite authorization authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The IA shall submit at the time of signing the contract, a **certified copy of the extract of the resolution of its Board, authenticated by its Secretary, authorizing an official or officials of the bidder or a Power of Attorney holder to discuss or sign agreements/ contracts with IITI.**
- The bidder shall furnish proof of signature identification for the above purposes as required.

4.17 Contract Period

- The contract period for providing services will be from the date of the agreement and will be valid for the timelines as per this RFP.
- The IA needs to execute a comprehensive, definitive Service Level Agreement (SLA) with IITI covering all terms and conditions of this RFP.
- The SLA will cover performance and availability of the solution deployed.
- Any subcontracting activity by the IA should take place only with the prior approval of IIT Indore.

4.18 Responsibilities of Implementing Agency

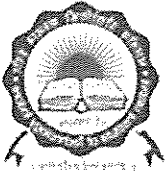
- The IA will be solely and completely responsible for any deficiency in service, deficiency in the overall product/solution, any deficiency in any third-party component/products, any part/module/service developed by subcontractors, and the IA would be completely responsible for fixing and rectifying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

4.19 Implementing Agency Personnel

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

4.20 Provisional Acceptance Certificate

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



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4.21 Final Acceptance Certificate (FAC)

The IA shall warrant that the proposed ERP system or any part thereof shall be free from defects in the work executed. The system shall be supported by the bidder for a period of 1 year under warranty (from the date of successful user acceptance test) and subsequent 4 Years under AMES. After satisfactory completion of these 5 years period, IITI shall issue the Final Acceptance Certificate (FAC).

4.22 Termination of Contract

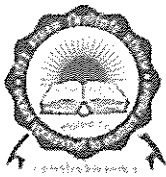
- i. IITI may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the IA, terminate the contract in whole or part,
 - a) If the IA fails to deliver any or all the services within the time period (s) specified in the Contract,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

4.23 Applicable Laws & Jurisdictions

The Contract and all questions, disputes or differences arising under or in connection with this Contract, subject to Arbitration clause, shall be subject to the **exclusive Jurisdiction of the courts within the local limits of Indore, MP, India.**

4.24 Resolution of Disputes & Arbitration

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



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- b) All dispute or differences whatsoever arising between the IA and IITI out of or in relation to the construction, meaning and operation or effect of the Contract, with the IA, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/s strictly under the terms and conditions of the purchase contract, executed between IITI and the IA.
- c) In case the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators with one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be subject to the exclusive Jurisdiction of the courts within the local limits of Indore, MP, India. The award shall be final and binding on both the parties and shall apply to the Contract.
- d) Work under the Contract shall be continued by the IA during the arbitration proceedings unless otherwise directed in writing by IITI unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator.
- e) No payment due or payable by IITI to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

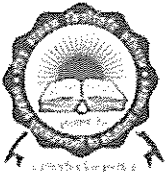
4.25 Liquidated Damages

- i. The date of the delivery of the services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed no later than the dates specified therein.
- ii. Liquidated Damage will be levied as defined in 4.28.3 of this document for non-fulfilment of delivery schedule.
- iii. Any delay due to the Force Majeure conditions or delay due to reasons not attributable to the Implementing Agency will be excluded from the delivery schedule.
- iv. In the event of failure by the Implementing Agency to fulfil the delivery conditions, IITI at its discretion may initiate any of the actions as given below.
 - a) Extension of time may be permitted to complete the work.
 - b) Additional resources are to be requested for speeding up the work.
 - c) Liquidated Damages being levied.
 - d) The contract with the Implementing Agency terminated as per the Termination clause.
 - e) Any other action as may be deemed fit by IITI in the best interest of the Institute.

4.26 Delays in Bidder's Performance

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

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



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4.27 Confidentiality

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

4.28 Purchaser's right to vary quantities:

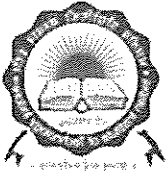
- a) The Purchaser reserves the right at the time of award of the contract to increase the scope of the service specified in the schedule of requirements.
- b) The IA should also quote a man-day and man-month rate for any additional work outside the scope of the work of this RFQ during the validity of the engagement.
- c) The man-day rates would be applicable for less than 7 days of effort in a calendar month, and pro-rated man month rates (with a 22-person day month) would be used for more than 7 days of additional work in a month.

4.29 Adherence to Terms & Conditions

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

4.30 Indemnity

- i. The bidder shall indemnify, protect and save IITI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the ERP System proposed by the bidder.



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- ii. The bidder should also assume responsibility for and shall at all times indemnify IITI or its employees from all losses, liability, claims, expenses, taxes and including penalties, punitive damages, attorney's fees and court costs which are, or may be, required with respect to any breach of the bidders obligations under this Contract.
- iii. The bidder should assume responsibility under this Contract, including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages, or the compensation of all persons employed by the bidder or his subcontractors or suppliers in connection with the performance of any work covered by the Contract.

4.31 Ownership of documents

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

4.32 Integrity Pact

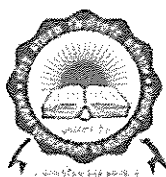
All bidders shall sign the Integrity pact along with submission of their acceptance of technical specifications and commercial terms & conditions as per **Annexure XIII** of this the RFP. Non-signing of Integrity pact shall disqualify the bidder.

4.33 Conflict of Interest

- i. The IA shall hold IITI's interest's paramount, and strictly avoid conflict of interest with other assignments. If during the period of the Agreement, a conflict of interest arises for any reasons, the IA shall promptly disclose the same to the IITI.
- ii. The IA shall also cause its staff not to engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under or pursuant to the Agreement.
- iii. The IA shall disclose to IITI in writing all actual and potential conflicts of interest that arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict.

4.34 Exit Management

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



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4.35 Timeline of Activities for Delivery and Commissioning

The timeline for the project are as follows and this shall be part of the contract.

i. Timeliness of the following activities:

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

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

ii. Quality of the proposed ERP Solution

- All the bugs of high and medium category shall be closed before the deployment.
- Compliance to the technical requirements and the features are detailed in the Functional Requirement Specifications (FRS) of this RFP. These are mentioned in Appendix A document.

iii. Service level for initial response and resolution of issues

iv. Project timelines as per the agreed timelines

v. Resource availability as planned and committed for project execution.

4.36 (4.36.1) Availability Performance Standard

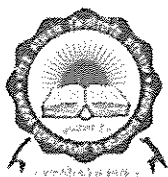
Components	Availability/ Uptime
Availability (Uptime) of Proposed Solution in the production system and all associated software components installed by the Implementing Agency (IA).	>=99.5%
Note: Uptime will be calculated on a basis of 24*7*365 hours availability of the system each quarter.	

(4.36.2) The penalty structure is defined in the following Table 2.1.

Liquidated Damages Penalty structure 2.1

Service Target	Target	Penalty
Delay in the completion of Cross functional integration test, load and stress test, and subsequent release of beta version Go-Live to all the users of IITI	15 Months and 18 months for the core and other modules, respectively.	Penalty of 0.5% of the Total Contract Value per week or part thereof, capped at 10% of Total Contract Value. Any penalty beyond 10% of Total Contract Value shall/may lead to termination of the contract.
Delay in the commissioning of stable version Go-Live at the institute level with the user acceptance test (UAT)	24 Months	

NOTE: In addition to penalties stated above, IITI reserves the right to recover cost of investment for



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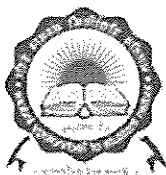
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delay in implementation. Delays arising due to causes not attributable to the Implementing Agency will not attract penalties.

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

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

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



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

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

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

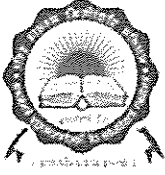
- The performance will be measured for each of the defined service level metrics against the minimum / target service level requirements and the violations will be calculated accordingly.
- The number of violations in the reporting period for each level of severity will be totaled and used for the calculation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

4.37 Purchase Preference Policies of the Government: As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

4.38 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT- False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

4.39 Pre-bid Queries - All the bidder's queries / clarifications are to be captured in the Bidder Query Format (Form-8). If the queries / clarifications are not captured in the desired format then notwithstanding whatsoever is written anywhere, it will be assumed that there are no further queries / clarifications.

4.40 Cancelling the RFP- IITI reserves the right to cancel/reject the RFP and any or all the tenders without assigning any reason whatsoever at any time/stage.



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4.41 Grievance Redressal/ Complaint Procedure

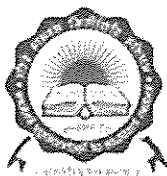
- 1) The bidder has the right to submit a representation or seek clarification regarding the rejection of his bid, in writing or electronically, within 5 days of declaration of disqualification intimation.
- 2) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the representation shall be viewed and will be responded to during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
 - (a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
 - (b) Only a directly affected bidder can be represented.

4.42 Governing Law: The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction. All Domestic and International disputes are subject to Indore jurisdiction only.

4.43 Details of the technical contact person:

Sl. No.	Name	Contact No.	Email Id
1.	Mr. Dhiraj Vijaywargiya	0731- 6603538	dhirajv@iiti.ac.in

Note – Non-compliance of the above-mentioned points may disqualify your offer for further consideration.



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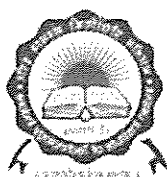
CHAPTER-5: ELIGIBILITY CRITERIA

5.1 Eligibility Criteria/Pre-Qualification for Bidders

- a) The Bidding firm (Prime Bidder) can form a consortium of a maximum of two members for supply of ERP to automate Academic & Administrative functions of IITI. Out of the consortium members, the Prime Bidder should be responsible and contact point for supply, installation & commissioning of the software solution including the delivery of services as per this RFP scope. **The Prime Bidder is responsible for total completion of the project and shall be the contact point for the entire contract period.**
- b) The bidder(s) must fulfill the following pre-qualification conditions. Technical bids of bidders fulfilling the following pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Bids not fulfilling the pre-qualification conditions given below will be rejected.
- c) Pre-qualification Criteria for Bidders (Refer Table1.2)

Table 1.2: Prequalification parameters and supporting documents required.

Sr. No.	Prequalification Parameter	Supporting documents Required
1	Name of the firm, Address along with Incorporation certificate	
2	Contact Person number and email id	
3	The bidding is open to Companies registered in India under Companies Act 1956 or Companies Act 2013, or Firms registered with Registrar of Firms. The firms who qualify this condition can form consortium as a maximum of two companies	<p>a) Self-Attested copies of Memorandum and Articles of Association of Company in case of company, or attested copy of certificate of Registration of firms and societies in case of Firms.</p> <p>b) Self-Attested copy of partnership deed of the form if firm is a partnership firm.</p> <p>c) List of its present Registrars/Owners/Executive council members/trustees/board members of the bidder/Agency (as applicable) on official letter head of the Agency duly signed by the authorized signatory of the bidder/Agency.</p> <p>d) In case of consortium a copy of the agreement between prime bidder & consorted firm to be submitted.</p>



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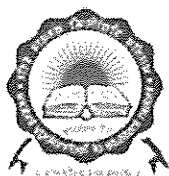
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4	The bidder(s) must be registered with Tax Department.	Self-Attested copy of the GST number issued by Government of India.
5	The Prime Bidder must have experience as an ERP solution providing agency for at least 5 years	Self-attested Experience Certificate to substantiate the declaration. Bidder should provide the Profile in the Proforma given in the form of <u>Annexure II</u> .
6	The Prime Bidder's Annual turnover should have been a minimum of INR 3 Cr during each of the last three financial years i.e. 19-20,20-21,21-22 from Information Technology (IT) services.	Copies of Audited statements like <ul style="list-style-type: none"> Balance Sheet, P&L statement along with an audit report certified by CA must be provided. Certificate of Chartered Accountants for last three years annual accounts specifically indicating turnover from ERP consultancy in India. Bidder should submit in the Proforma given in Form of <u>Annexure IV</u>.
7	The Bidder either individually or jointly (Any of Consortium member) should have implemented an ERP System in at least 2 Higher Govt. Education Institutes in India (IITs/IIMs/IISERs/NITs/State or Central Universities) in the Last Five Years. Enclose proof for the same.	Bidders should submit work order copies and work completion letters. Bidders shall submit references from each as per the form given in <u>Annexure V</u> .
8	The bidder(s) either individually or jointly should have not been Debarred and / or blacklisted by any Central / State Govt. Department/ Public Sector Undertaking / Organization in India etc. in the last five years.	Undertaking by an Authorized representative. Proforma given in form of <u>Annexure VI</u> .
9	The Bidder should have the following personnel on their payroll for successful implementation of the ERP solution. i.Higher Education Domain Specialist ii.Functional Lead – Accounts Specialist iii.Functional Lead- Procurement iv.Functional Lead – HR area	Profiles along with expertise of the personnel to be furnished as per <u>Annexure IX</u> . Please furnish the details on who will handle which of the functionalities.



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10	Organizational Parameters A National or International Consultancy Firm with a staff strength of not less than 50 consultants with Pan India presence.	Experienced and qualified professionals permanently employed on IA payroll with in-depth knowledge of ERP products/solution, features, updates and hands-on job experience in implementations with Pan India network of office. Detailed organization structure should be submitted along with number of staff and role
11	Localization with respect to Govt. Rules and procedure: -Understanding of Indian statutory laws, governance, taxes/duties, budget updates, import/export, GST, Duties updates as a consultant for ERP implementation for Clients of similar stature.	At least one work completion certificate of similar scope of services to ascertain the localization with respect to Govt. Rules and procedure
12	Earnest Money Deposit	
13	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court	
14	Solvency Certificate	The firm should submit the solvency certificate of Rs. 1,50,00,000/-
15	Submission of tender acceptance certificate	Signed copy of Annexure-

5.2 Envelope 1- Technical Bid

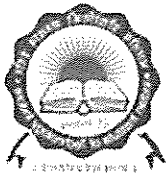
Bidders are required to submit their Technical Bid in two (2) parts in separate envelopes, as under.

5.2.1 Envelope 1 'A'

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

5.2.2 Envelope 1 'B'

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



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

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

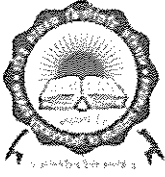
5.3 Envelope 2- "Price Bid"

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

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

5.4 Technical Committee

- i. On the due date the technical bids of bidders will be opened and referred to a duly constituted technical committee for first round of pre-qualification and those who qualify in the pre-qualification second round of detailed technical evaluation will be done by the technical committee.
- ii. A detailed evaluation of the Technical Bids will be done in order to determine whether they are substantially responsive to the requirements set forth in the tender.
- iii. In case of additional information regarding the proposal, scope of work, previous experience, technical expertise, company details, team size, performance, process etc. the technical committee may seek the details from the bidders.
- iv. The technical committee may invite the bidders to give a presentation on their proposal, scope of work, deliverables, process flow, time schedule etc.
- v. The technical evaluation will be an assessment of the Technical Bid.
- vi. The Technical Committee will examine all the technical aspects of the bids received. Further, the Technical Committee may seek additional information from other Institutes and call for detailed technical presentations from the BIDDERS.



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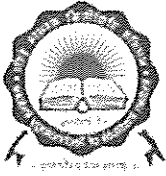
- vii. The information received from other institutes, presentations and demos given by the BIDDERS and the bids already submitted together will be examined with reference to the tendered specifications and the technical evaluation criteria given in the RFP by the Technical Committee for arriving at the list of technically responsive bids. The recommendation of the technical committee is final and binding on all the parties.
- viii. In the event of seeking any clarification from various BIDDERS by IIT Indore, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to the commercial bid will be entertained at that stage. In case a BIDDER fails to quote for a particular work/scope of work it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.
- ix. The recommendation of the technical committee will be final and binding on all the bidders.

5.5 Bid Opening and Evaluation Process

- a) Technical Bids will be opened as per the Date Schedule & Time.
- b) Price Bids of the eligible bidders will be opened on a later date. The date and time for opening of the Price Bids will be announced later.
- c) Bids would be summarily rejected if tender is submitted other than through the online portal. The Bid is to be submitted within the stipulated date / time.

5.6 Bid Evaluation

- i. The evaluation of bids will be based on a composite Quality Cum Cost Based Selection (QCBS) process.
- ii. IITI will determine whether each bid is complete and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the Specifications, Scope of Work, Eligibility Criteria and Terms & Conditions of the Tender document without deviations, exceptions, objections, conditionality, or reservations.
- iii. Technical Bids which strictly contain all of the following shall undergo a Technical Evaluation:
 - a. Compliance to every criterion of the Eligibility and Pre-Qualification Criteria along with Documentary proof
 - b. Compliance to every clause of the Scope of work
 - c. Compliance to Functional & Technical Requirement Specifications of this RFP
 - d. Brief about Technical solution offered, technical documentation, Datasheets, etc.
 - e. Compliance to Project Timelines and Payment Milestones
 - f. Post Implementation Application Maintenance and Enhancement Service (AMES) details
 - g. Compliance to Terms & Conditions of this RFP
- iv. During evaluation of the bids, IITI may at its discretion, ask the Bidder for clarification regarding its bid. The bidder must submit the clarification as desired by IITI. The request for clarification and the response shall be in writing and no change in Price of the bid shall be sought, offered, or permitted. All clarifications should be submitted within the time stipulated by IITI. Clarifications replies received will be part of the bid document. IITI has the right to accept or reject the clarifications provided by the Bidder.
- v. IITI requires **the Bidder to make a presentation of the proposed ERP solution and may ask arranging site visits of such clients of the bidders where a similar kind of solution has been implemented.**
- vi. Such Technical Bids, that are found suitable after thorough evaluation of the details furnished as per the above



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given list, shall be declared as **Technically Acceptable for further evaluation by opening their respective Price bids.**

- vii. The total score of each bid will be calculated by giving 70% weightage for technical evaluation (based on Technical Evaluation Criteria) and 30% weightage for commercial evaluation (i.e., financial score).
- viii. The bid getting the highest total score will be adjudged as H1, i.e., winning bid for awarding the contract for implementing a web-based ERP system for IITI.

5.7 **TECHNICAL EVALUATION PROCESS**

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

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

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

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

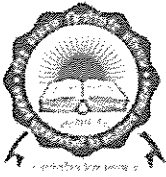
iv. **PART B – Technical evaluation of Project Plan and Implementation Methodology given by the bidder for the proposed ERP system.**

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

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

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

Evaluation Attributes- Extent of Direct fit of FRSs of various modules given in Appendix A through the standard ERP solution of the bidder, Extent of fitment of FRSs through Future Releases of ERP Software of the bidder, Extent of Third Party offerings used as part of the integrated ERP solution proposed by the bidder for meeting FRSs of various modules, Extent & complexity of customizations needed for the standard ERP



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solution of the bidder for meeting FRSs or no solution available at all for the specific FRSs and the bidder has to develop them from scratch

The bidder shall be provided five options to map the Institute's FRSs at the granularity of module or sub-module given in Vol II Scope of the work document as per their FRS solution capability (viz, **Direct fit through Standard ERP Solution, Future Releases of Standard ERP Solution, Third Party offering used as a part of the integrated ERP Solution, Customization to ERP Solution and No Solution Available**).

This mapping has to be submitted in the form of a spreadsheet with the following mandatory fields <Name of Module, Name of Sub-module (if applicable), Fitment Option, names of supporting documents, Remarks>. Bidder must also provide detailed supporting documents like datasheets, user manuals, screenshots, integration methodology in case any 3rd party offerings are used, customizations or new developments needed with the difficulty level (low/medium/high), etc in their response to each of the module/sub-modules in Appendix A for the technical committee to fully assess the capability of the bidder and extent of fitment of the proposed solution by the bidder in meeting the Institute's requirements.

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

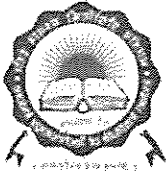
vi. **PART D – Technical evaluation of Non-Functional (Technical) Capabilities of the ERP Solution given by the bidder.**

Evaluation Attributes

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

For each of the attributes listed above, the bidder has to provide a detailed response for the technical committee to assess the technical merit of the proposed ERP solution.

*A document titled **Response-To- Part-D-of-Technical-Evaluation.PDF** which should contain details like name of each attribute, a summary of the response, names of the supporting documents providing the complete information, etc.*



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

Evaluation Attributes

I. Client Reference checks and Solution Case Studies

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

Refer form -7 Past Experience of the Bidder for the format of supporting documents that needs to be submitted. Each case study report should have a section comparing the scope of work of their previously deployed ERP systems with the FRS of IITI's ERP system.

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

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

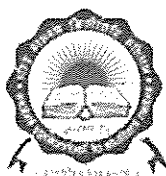
The bidder should provide client reference checks for data migration and issue management tools deployed.

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

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

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

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



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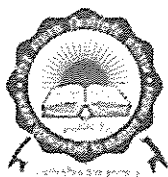
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5.8 Technical Scoring Points- Refer Table 5.8.1

Sr. No.	Main Criteria and Attributes	Min Marks Required (120*)	Max Marks (200)
Part A	Credentials of Bidder & Experience in ERP [Organization, years of experience in educational ERP domain, Annual Revenue, Project Management Capabilities, Proposed Implementation Team, Proposed Support Team]	5	10
Part B	Implementation Approach & Methodology [Project Plan, Business Design, [Implementation Methodology, Identified Project Risks & Mitigation Strategies, Detailed timelines of project execution, Training, Change Management, Documentation, Escalation Matrix]	10	20
Part C	Functional Evaluation as per the FRS in the Appendix [Extent of Direct fit of FRSs through Standard ERP Solution, Extent of fitment of FRSs through Future ERP Releases, Extent of Third Party offering as part of integrated Solution for the FRSs, Extent & complexity of Customizations as part of ERP Solution for the FRSs or no solution available at all for the specific FRSs]	50	70
Part D	Non-Functional (Technical) Capabilities [General Application/Solution Architecture, Modularity, Agility, Scalability, High availability, Open APIs, REST API, multi-tier approach, standard data exchange formats, usage of free/open source software/databases/OS, industry standard architectural principles, Role based access control, single sign on, browser compatibility, responsive frontend design, audit trails, ERP Administration & Maintenance Capabilities, Reporting Capabilities, Integration Capabilities, Security Framework, Configuration Capabilities, Usage of workflow or business process engine for adding new processes/workflows, Extensibility Capabilities, Tools/Accelerators & methodologies used for process automation, bug reporting, load/stress testing, data migration, backup/restore, DR, archival mechanism]	20	25



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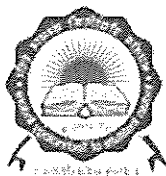
Part E	Solution Case Studies & Client References [Client Base in the higher education sector in India (especially in other IITs), No. of concurrent users, total no. of regular Users and nature of modules implemented in the past deployments, Relevant Case Studies, Relevant Client References, Previous experience with tools for data migration, issue management, etc.]	15	25
Part F	Proof of Concept Demonstration of the following modules: <ul style="list-style-type: none"> • Finance and Accounting (budgeting & commitment control, etc.) • Payroll (Salary change due to retrospective Promotion or Pay commission, DA hike, etc.) • Stores & Purchases (online creation of Indent, Purchase Order. Online Creation and approval of Stores Demand Note and issue of items, etc.) • Academics (student dashboard consisting of profile, Scholarship, Course Taken/CGPA, Payment Dues, etc.) • Issue Management System (to raise tickets, escalate it, collecting feedback from the user after resolving the issue, etc.) 	20	50

*Note that the sum of the individual minimum scores of Parts A to F is 120 but the minimum qualifying overall score is 140. A bidder should score the minimum marks (i.e., 60%) under each of Parts A to F mentioned above and secure an overall minimum score of 140 in the technical evaluation in order to be declared technically qualified and only their price bids will be opened for commercial evaluation.

Technical bid carries 70% weightage.

The technical score achieved by a bidder as per above criteria will be equalized / normalized to 70 Marks.

For example, if the technical score for a tenderer is 160, normalized technical score for the bidder will be $(160/200) \times 70 = 56$ marks.



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5.9 Commercial Evaluation

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

- The Financial proposals shall be evaluated based on Consolidated Cost Summary (Inclusive of all Taxes) – **“Grand Total” offered by the bidder to IITI.** Any monetary figure in decimal shall be rounded off to the nearest INR.
- The financial offers of the qualified bidders (who have secured technical score of 120 or above) shall be tabulated for this project and the bidder with lowest financial offer will be given a financial score of 100 as per below table:

L1 Price	100 marks
L2 Price	90 marks
L3 Price	80 marks
L4 Price	70 marks
L5 Price	60 marks
L6 Price and above	50 marks

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

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

- The marks secured above shall be the Financial Score of the bidder for the project (Y).
- In cases of discrepancy between the prices quoted in words and in figures, the value quoted in figures will prevail. For any other calculation/ summation error etc. the bid may be rejected.

5.10 **Tie-Breaking Clause:** In case two or more bidders score equal marks in the Final Bid Evaluation score then the following criteria will be adopted for tie-breaking in order of merit:

- Annual value of turnover: Bidder having larger turnover will be given preference.
- Value of similar works executed: Bidder having larger value of similar works executed will be given preference.
- In the case of equal on (i) & (ii) above, the longer period of contract will be considered.

5.11 Award Criteria

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

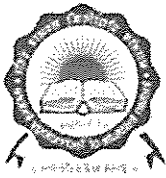
Table 5.10: Composite score of the Bidders

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

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

5.12 Accept / Rejection of Bids

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



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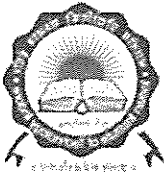
- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document.
- b) During validity of the proposal, or its extended period after the last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
- c) The Bidder proposing a "Conditional-Proposal".
- d) Proposal is received in incomplete form.
- e) Proposal is not accompanied by all the requisite documents.
- f) Information submitted in a Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
- g) Bidder tries to canvass or influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
- h) The Bidder(s) have been Debarred and / or blacklisted by any Central / State Govt. Department/ Public Sector Undertaking / Organization in India etc. in the last five years.
- i) In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified.
- j) Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of signing of agreement or within such extended period, as may be specified by IITI.

ii. Bidders may note that while evaluating the proposals, if it comes to IITI's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by IITI.

iii. IITI will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Agencies and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract.

5.13 Award of Contract

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



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Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

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The bidder securing the highest consolidated score (H1) as per QCBS process will be invited for techno-commercial discussion, if necessary, with IITI. Upon successful techno-commercial discussion, the work will be awarded to the bidder. If techno-commercial discussion fails, IITI reserves the right to decide on the next course of action.

5.14 **Signing of Agreement**

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

5.15 **Expenses for the Bid/Agreement**

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

5.16 **Failure to abide by the Terms and Conditions**

Failure of the Implementing Agency to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IITI may forfeit the Performance Bank Guarantee.

5.17 **Bid Validity**

The tender and the price quoted shall be deemed to remain valid for acceptance for a period of **six (6) Calendar months** from the date of submission. In the event of termination of the tender process due to reasons not attributable to the Bidders/Implementing Agency the IITI shall not be liable for any extra cost or expenses or shall not be liable to pay any claim or expenses to the Bidders/Implementing Agency. However, if the same pertains to the reasons attributable to the Implementing Agency, appropriate action, including blacklisting of the vendor as deemed fit by the Institute will be taken.

5.18 **Fraud and Corruption**

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

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

- (i) **"Corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (iii) **"Collusive practice"** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels; and
- (iv) **Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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



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5.19 Interpretation of the clauses in the Tender Document / Contract Document

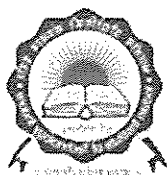
In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, IIT Indore's interpretation of the clauses shall be final and binding on all parties.

5.20 Legal Compliance

- i. The Implementing Agency hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations, and codes in performing its obligations hereunder, including procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the organization identifies or information comes to the organization's attention that the Implementing Agency is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), IITI shall be entitled to terminate this agreement with immediate effect.
- ii. The Implementing Agency shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation.
- iii. The Implementing Agency shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act. In case the same is not paid, the liability under the act shall solely rest with the Implementing Agency.

5.21 Right to accept or reject the bids

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



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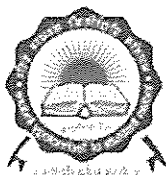
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CHAPTER-6: PAYMENT TERMS & SCHEDULE

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

Table 3.1: Payment terms and schedule

Sr. No	Project Milestone	Timeline	Percentage of payment to be released for Core modules	Percentage of payment to be released Other modules
1	Upon completion of the requirement gathering and documentation and also overall detailed Architecture and Design for the core and other modules & their approval by IITI	Within 3 Months for Core & Other Modules	10%	10%
2	Upon Successful delivery of Conference Room Pilot (CRP) Demos of the core and other modules	Within 6 and 7 Months for Core & Other Modules, respectively	10%	10%
3	On successful completion and approval by IITI, of Cross functional integration test, load and stress test, and subsequent release of beta version Go-Live to all the users of IITI	Within 9 and 10 Months for Core & Other Modules, respectively	25%	25%
4	At the end of beta testing of all modules at the institute level and commissioning of stable version Go-Live at the institute level with the user acceptance test (UAT) approval by IITI	Within 12 Months for both Core & Other Modules	45%	45%
5	After a successful warranty period for the stable system. The Warranty period is 12 months and it starts after 24 Months.	12 Months from the date of full commissioning	10%	10%
	Total		100% of Price Quoted for Core Modules	100% of Price Quote for Other Modules
6	Data migration from legacy systems and Integration with legacy systems	Total amount shall be paid after successful migration of data into the production environment for the respective modules and successful integration with legacy systems (currently being used by IITI)		



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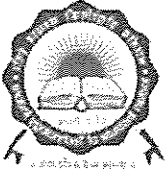
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7	Application Maintenance & Enhancement Services (AMES) Support: for four years after the warranty period	Sixteen equal Instalments (i.e quarterly basis paid at the end of each quarter)
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The timelines for completion of Core Modules are 6 Months from the date of signing of agreement between IA and IITI.

Timelines for completion of other modules is 12 Months from the date of signing of agreement between IA and IITI (i.e., 3 Months after the completion of Core modules)



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प्रपत्र -1 / FORM-I

वार्षिक कारोबार की घोषणा और इनकम टैक्स रिटर्न

DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN
(To be submitted on Firm/Company Letterhead)

To,
The Registrar
Indian Institute of Technology Indore,

Date :

Sub: NIT No. _____
Dear Sir,

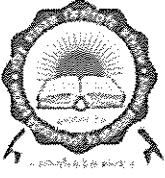
I/we hereby declare that our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your reference:

F.Y 2019-20	F.Y 2020-21	F.Y 2021-22

And,

I/we hereby declare that our firm had filed Income Tax Returns for last 3 years i.e. F.Y. 2019-20, 2020-21, & F.Y. 2021-22. Supported by copy of ITR of three years.

(Signature of the Tenderer)
Company Seal:
Date:



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प्रपत्र - 2/ FORM-II

स्थानीय सामग्री के लिए घोषणा

Declaration for Local Content
(on OEM's Letter Head)

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

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

Date: _____

To
The Registrar
Indian Institute of Technology Indore

Sub: Declaration of Local content

Tender No: _____

Name of Goods & Services : - _____

1. Country of Origin of Goods being offered: _____

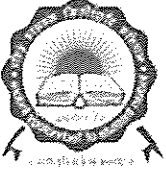
2. We hereby declare that items offered has _____% local content (Please provide exact %).

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

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

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

Yours Faithfully,
(Signature of the Bidder/OEM, with Official Seal)



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प्रपत्र -3 / FORM-III

डीपीआईआईटी पंजीकरण के लिए घोषणा पत्र

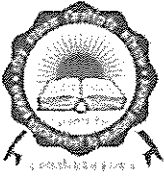
Declaration for DPIIT Registration
(on OEM's Letter Head)

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

It is certified that I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that my firm is not from such a country or, / if from such a country, it has been registered with the Competent Authority (copy of the Registration Certificate to be enclosed).

I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp of the Bidder



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प्रपत्र -4 / FORM-IV

स्वच्छ छवि/कोई कानूनी कार्रवाई नहीं होने के संबंध में घोषणा पत्र

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

I hereby certify that the above firm namely _____ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner/ partners anywhere in India preceding three years from the date of publishing of tender.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

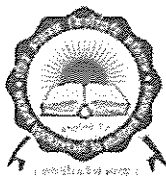
Authorized Signatory

Place:

Name:

Designation:

Contact No.:



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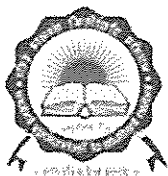
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प्रपत्र -5 / FORM-V

बोलीदाता सूचना प्रपत्र

BIDDER INFORMATION FORM

	Company Name	
	Registration Number	
	Manufacturer /Distributor for the quoted product	
	Registered Address	
	Name of Partners /Director	
	City /Postal Code	
	Company's Establishment Year	
	Company's Legal Status (tick on appropriate option)	1) Limited Company 2) Undertaking 3) Joint Venture 4) Partnership 5) Others (In case of Others please specify)
	Company Category	1) Micro Unit as per MSME 2) Small Unit as per MSME 3) Medium Unit as per MSME 4) Ancillary Unit 5) SSI 6) Others (In case of Others please specify)
	Contact Name Email Id MOBILE NO.	
	BANK DETAILS	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
	Vendor's PAN No. (Should be attached)	
	Vendor's GST No. (Should be attached)	



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प्रपत्र -6 / FORM-VI

पिछला सेवा आदेश सूची प्रारूप

PREVIOUS SERVICE ORDER LIST FORMAT

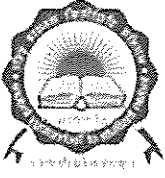
Order placed by {Full address of Purchaser}	Order No. and Date	Description of the service offered	Value of order	Contact Person along with Telephone no., Fax no. and e-mail address.

Note: Technical Committee may seek additional information from other Institutes, these feedback will be considered for technical evaluation.

Signature and Seal of the bidder

Place:

Date:



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प्रपत्र - 7 / FORM-VII

निविदा शर्तों की स्वीकृति हेतु

ACCEPTANCE OF TENDER TERMS

(To be given on Company Letter Head)

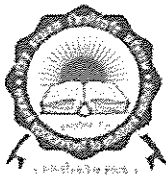
Date: DD/MM/YYYY

To,
The Registrar
Indian Institute of Technology Indore

Sub: Acceptance of Terms & Conditions of Tender. _____

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and I have no objection for any of the content of the bid document. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
3. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I/We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
6. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install/test the equipment and dispatch the same within the specified period.
7. I/We agree that in case if we fail to deliver the goods/complete the work/supply within the stipulated time, then institute has full power to compound the liquidity damages or forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by the IIT Indore.
8. The articles shall be of the best quality and of kind as per the requirement of the institution. The decision of the IIT Indore, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any



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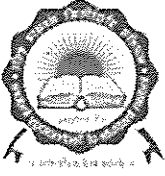
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article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.

9. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the bidding service provider.
10. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
11. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.
12. I/we also declare that in case of change of Implementation Agency or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
13. I/we undertake, if as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.
14. I/we undertake, if any under payment is discovered, the amount shall be duly paid to our Agency by IIT Indore.
15. I/we undertake that we shall be liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by IIT Indore.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



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प्रपत्र -8 / FORM-VIII

बोली-पूर्व प्रश्न प्रपत्र/प्रारूप
PRE-BID QUERY FORM/FORMAT

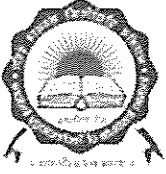
Name of the Firm: _____

Address: _____

Email ID: _____

Contact No.: _____

Sl No	Reference of the Clause No. of the Tender Document	Query/Clarification/ Deviation sought	Clarification/Respo nse from IIT Indore
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



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प्रपत्र -9 / FORM-IX

परफॉर्मेंस सिक्योरिटी प्रारूप
PERFORMANCE SECURITY FORMAT

To,

.....
WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. Dated 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 scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW 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 limits 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.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

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 you 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 be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

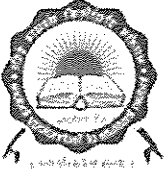
Seal:

Name & address of the Bank

Address of the Branch:

Phone No.:

E-mail ID:.



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प्रपत्र -10 / FORM-X

(To be printed on Supplier's letterhead)

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Indore)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of..... 20.....

BETWEEN

The IIT Indore, represented through Jt. Registrar Material Management, IIT Indore (Hereinafter referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

Name and Address of the Individual/firm/Company) through (Hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

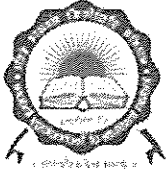
Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract forat IIT Indore." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles
No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.



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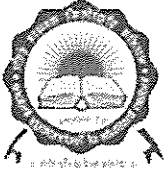
RFP No.: IITI(MM)/CITC/1/1A/NH/ERP/23-24

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- (b) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.
- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage



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to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in



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this agreement/Pact by any of its Sub-contractors/sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IIT Indore.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

BUYER

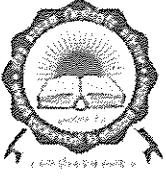
Assistant Registrar (MMS), IIT INDORE
Date & Place:

WITNESSES:

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

BIDDER Signature with Seal
Date & Place:

WITNESSES:



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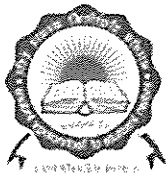
December 01, 2023

1. (Indenter)
(Signature, name and address)

2.
(Signature, name and address)

1.
(Signature, name and address)

2.
(Signature, name and address)



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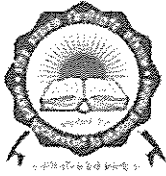
प्रपत्र - 11 / FORM-XI

Format for Proposed Project Team

Sr. No	Name of Qualified Manpower	Proposed role	Education Qualification	Relevant Experience	Total Experience
1					
2					
3					

Format for CVs

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



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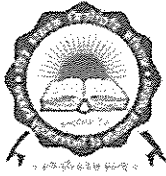
	(Name of the ERP Product must be mentioned in each ERP project)	Project Detail: Position Held (from month/year-to month/year): Individual's Role & Responsibilities: Individual's Deliverables: Key Achievements	
12.		Project 2 Name: Project Detail: Position Held (from month/year-to month/year): Individual's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

Name:

Company Name

Signature Authorized Signatory

Date: On this Day....



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प्रपत्र - 12/ FORM-XII

Price form

Sr. No	Item/Activity	Base Price (Lump sum to be quoted by the bidder)	GST (%)	GST Amount	Total Amount (INR)
1	Implementation of Core Modules as per RFP scope				
2	Implementation of Other Modules as per RFP scope				
3	Academic Module				
4	Administration & Recruitment Module				
5	Student Affairs Module				
6	Purchase and Stores module				
7	Finance and Accounts Module				
8	Data migration from legacy systems and integration of legacy systems with ERP system as per RFP scope				
9	Application Maintenance & Enhancement Services Support for four years after the warranty period as per RFP scope				
10	Cost of licensing of source code (if provided), workflow engine, and any 3rd party packages (if applicable)				

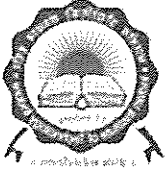
Price breakup of each module should be submitted separately.

Name:

Company Name

Signature Authorized Signatory

Date:



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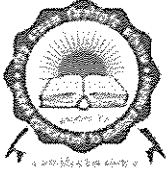
RFP No.: IITI(MM)/CITC/1/1A/NH/ERP/23-24

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प्रपत्र - 13 / FORM - XIII

Declaration for billing rates for project personnel of IA

S. No.	Role	Qualification	Experience	Monthly Rates in INR
1.	Technical lead			
2.	Developer			
3.	Tester			
4.	ERP Team			
5.	ERP Team			
6.	ERP Team			



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प्रपत्र -14 / FORM-XIV

Non-Disclosure Agreement (NDA) Third Party Non-Disclosure Agreement

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with IITI on contract is confidential and that the nature of the business of the IITI is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the IITI. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting of but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to IITI all documents and property of IITI, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to IITI's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes, or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the IITI and are reasonable given the nature of the business carried on by the IITI. I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

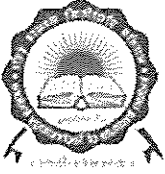
Dated at _____, this ____ day of , 20____.

Name

Company

Signature

Seal



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प्रपत्र -15 / FORM-XV

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas (hereinafter called the "tenderer") has submitted their offer dated.....for the supply of
(hereinafter called the "tender") against the RFP/Tender/NIT No. dated presents that we M/s. of having our registered office at..... are bound unto(hereinafter called the "Purchaser") in the sum of
for which payment will and truly to be made to the said Purchaser (Registrar IIT Indore), the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

NOW 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 limits 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. Also the demand claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the Bank.

Name and designation of the officer.

Seal, name & address of the Bank and address of the Branch
Phone No., Fax No. and e-mail id.