

**BID DOCUMENT FOR ERP
SOFTWARE SYSTEM AND ITS
IMPLEMENTATION**

PACKAGE: ERP (IT)

Tender No. NLUJAA/IT/E-OFFICE/2012/001

(Due on: 05/03/2014)

**NOTICE INVITING TENDER FOR ERP IMPLEMENTATION AT
NLUJAA.**

THE NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM IS EMBARKING ON A PROJECT (ERP) TO PROVIDE AN INTEGRATED SOFTWARE PROGRAMME TO SUPPORT ALL OPERATIONS OF THE UNIVERSITY.

VENDORS WITH EXPERIENCE IN IMPLEMENTATION OF ERP SYSTEM IN ACADEMIC INSTITUTIONS AND IN OTHER GOVT. ORGANIZATIONS ARE INVITED TO RESPOND TO THIS TENDER. DETAILS OF THE REQUEST FOR PROPOSAL (RFP) WILL BE AVAILABLE IN THE WEBSITE [HTTP://WWW.NLUASSAM.AC.IN](http://www.nluassam.ac.in) FROM 15-02-2014 TO 05-03-2014 (13:00 HRS). PLEASE SEND YOUR OFFERS/BIDS TO “**THE REGISTRAR, NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM AS PER RFP**”.

SD/-

REGISTRAR

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SECTION- I

GENERAL INFORMATION TO BIDDERS

NAME OF THE PACKAGE: - ERP (IT)

1. The National Law University and Judicial Academy (NLUJAA) invites sealed bids from eligible bidders for supply of an ERP Software System for the university. Further, the bid includes producing the software requirements specification (SRS), and an implementation of the ERP system based on this SRS.
2. (i) The scope of work is described in detail in the bid document which may be purchased by any eligible bidders or their authorized representative on submission of written application to the Registrar, NLUJAA during office hours from 11.00 hrs. to 16.00 hrs. on all working days either in person or by post upon payment of non-refundable fee as indicated below either in cash or demand draft payable to the **Registrar, National Law University and Judicial Academy, Assam**. The bidder shall submit the original copy of the money receipt with his application as proof of submission of tender paper cost to issue the bid document.
2. (ii) Eligible bidders may also log on to our web site WWW.NLUASSAM.AC.IN on any day from 15-February-2014 to 05-March-2014 for details regarding the scope, terms & conditions, procedure to purchase and to submit the bid document.
3. (i) (A) PRICE OF BIDDING DOCUMENT : Rs.1000/-
(Indian Rupees one thousand only) NON REFUNDABLE.
- (B) Postal charges : Free of charge
3. (ii) If the bid document is downloaded from our website mentioned at **clause-2(ii)** above, the bidder has to submit the cost of the bidding document i.e. Rs.1000/- by Demand Draft (DD) payable to the Registrar, National Law University and Judicial Academy, Assam. The DD issued by a nationalized / scheduled bank between 15-February-2014 to 05-March-2014 must be enclosed with the technical bid failing which the tender shall not be accepted.
4. (i) All bids must be accompanied by a bid security (EMD) amounting to **Rs. 1,00,000 /-** (Indian Rupees **One lakh** only) along with the Part-I (Technical Bid).
The bid security may be submitted either by a crossed bank draft / pay order drawn in favor of the **Registrar, National law University and Judicial Academy, Assam**.

Or

Bank Guarantee from any nationalized / scheduled bank as per enclosed Proforma (**Schedule-VIII**). The validity of the EMD submitted in form of Bank Guarantee shall be at least 365 days from the date of opening of the bid. Price Bid of the tenderer, who does not submit the EMD along with the Technical Bid, shall not be opened.

4. (ii) All bids must be submitted in two parts. The first Part shall contain Technical & Commercial information in duplicate along with the bid security (EMD) enclosed in a sealed envelope duly super scribed as “Technical Bid, due on 05-March-2014 at 13:00 hrs.” First part shall not contain any pricing information.

4. (iii) The Second Part shall contain the price quoted by the tenderer enclosed in a separate sealed envelope duly super scribed as “The Price Bid ”.

Both the bids i.e. Technical Bid & Price Bid, shall be kept in another sealed cover duly super scribed as “**Tender for ERP Software System**”, due on **05-March-2014** at 13:00 Hrs.

5. The schedule of commencement of sale of tender papers and submission of bid etc. are indicated below.

- | | |
|---|--|
| (a) Date of commencement for sale of bidding document | : 15-February-2014 |
| (b) Pre-bid Conference | : 22-February-2014 |
| (c) Last date and time of sale for bidding document | : 05-March-2014 up to 13:00 hrs. |
| (d) Last date and time for receipt of bids | : 05-March-2014 up to 13:00 hrs. |
| (e) Date and time for opening of Technical bids. | : 05-March-2014 up to 15:30 hrs. |
| (f) Date & Time for presentation by Technically qualified bidders | : Shall be notified in due course of time. |
| (g) Date & Time for opening of Price Bids | : Shall be notified in due course of time. |
| (h) Venue for Opening Bids | : NLUJAA |
| (i) Address for communication | : Registrar, NLUJAA |

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

- i) Part-I of the bid (Technical) shall be opened on the stipulated date and time mentioned under **clause-5** of the General Information to Bidder (**Section-I**).
- ii) After technical & commercial evaluation, the **Part-II** i.e. Price Bid of successful / eligible bidders shall be opened on a later date as decided by the purchaser.

The successful bidders shall be intimated the price bid opening date and time through registered post, Notice Board and through NLUJAA's web site.

6. In the event of the date specified for bid receipt and opening being declared as a holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time and place.
7. NLUJAA reserves the right to cancel / withdraw the invitation for bids without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision.

8. QUALIFYING REQUIREMENTS

The Bidders should have / possess the following qualifications / experience:

Eligible bidders, for the purpose of this tender are ERP software owners –i.e., SAP or Oracle or MySQL or their Authorized Partners, hereinafter referred to as “BIDDER(S)”.

The bidders shall be eligible to participate in the competition only if they fully satisfy the Mandatory Qualifying / experience requirements as stated below. The Successful Bidder (SB) as per the evaluation methodology mentioned in this bid document, shall directly address supply of ERP licenses and associated implementation related services. All the contractual obligations will be between NLUJAA and the SB. NLUJAA is however agreeable to enter into a license agreement with ERP Software Owner at Purchaser's option for usage of ERP licenses.

Mandatory Requirements

- 8.1 Should be a corporate body engaged in Software development.
- 8.2 Should have SEI CMM Level 5 or equivalent / higher certification.
- 8.3 Should have ISO 9001 or equivalent / higher certification.
- 8.4 **Should have been in Software Development Business Including Enterprise Software Architecting for at least 8 years with revenue generation from the business exceeding Rs. 4 Crores a year during the three years preceding 31st March 2013.**
- 8.5 Should be an Authorized SAP/OA/MySQL based application (MQLBA) implementation partner. (Applicable to Non OEM)
- 8.6 Should have Experience in implementing modules for **Indian Customers** for most of the functionalities of University Management software systems.
- 8.7 Should have executed at least 1 implementation on the proposed ERP in a University of repute. The user base of such an implementation should be more than 100 users.
- 8.8 Should submit audited Annual Accounts for at least three financial years ending prior to the date of bidding.
- 8.9 Should have implementation experience of the proposed ERP with at least 3 Government customers (PSU/Central/State) in India.
- 8.10 Should be profit making company for the last three financial Years.
- 8.11 The Bidder should have IT service infrastructure at Guwahati, or should set up an office in Guwahati, before signing the ERP implementation contract.
- 8.12 Bidders shall be financially sound and must not be anticipating any ownership change for three years from bid submission.

All qualifying requirements must be supported by documentary evidence.

Notwithstanding anything stated above, NLUJAA reserves the right to review the Bidder's capability and capacity to perform the contract at the time of award and reserves the right to accept or reject any tender without assigning any reason thereof.

SECTION: I I

INSTRUCTIONS TO TENDERERS

1. Sealed Tenders in duplicate on two part bid basis (each complete with all details in the manner specified together with drawings, PERT Charts, descriptive literature, if any) and declaration form duly signed are to be submitted in **the Office of the Registrar, National Law University and Judicial Academy, Assam** in sealed covers super scribed on each of the covers the relevant tender specification number and due date of opening indicated in the “Notice Inviting Tenders”.
2. The **Specification** is divided into five Sections:
 - i) Section-I General Information to Bidders.
 - ii) Section – II Instruction to Tenderers.
 - iii) Section – III General Conditions of Contract.
 - iv) Section – IV General Information for ERP Implementation.
 - v) Section – V Schedules & Forms.
3. **This tender specification covers the supply of an ERP software system, required SRS and implementation of ERP software within stipulated time line mentioned.**
4. Tenders will be opened in the office of the Registrar, NLUJAA on the stipulated date and time in the presence of the tenderers or their authorized representatives (limited to one person per response only) who may desire to be present, at the time of opening the bids.
5. The tenderer may deviate from the specification while quoting if in his opinion such deviation is in line with the manufacturer’s standard practice and conducive to better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation in a separate sheet(s) under “**Deviations**” title.
6. Only those who have purchased the Specification can submit their tender. Tenders submitted by others will be rejected.
7. The purchaser reserves the right to reject the lowest or any other tender or all tenders without assigning any reason what so ever if it is considered relevant in the overall interest of NLUJAA.
8. Tenders shall be submitted in person or by Registered Post with A.D. Any other means of delivery shall not be accepted.
9. (A) Tenders received after due date and time shall be considered invalid.
(B) Telegraphic or Fax Tenders shall not be accepted under any circumstances.

10. (i) The tender shall be accompanied by Earnest Money Deposit of value specified against **clause 4(i)** in General Information to Bidder under **Section-I**.

The Earnest Money Deposit shall be offered in one of the following forms subject to the conditions mentioned below.

- a)* Bank Draft: To be drawn in favor of **Registrar, National Law University and Judicial Academy, Assam.**
b) Bank Guarantee from any nationalized / scheduled bank as per enclosed Proforma (**Schedule-VIII**)

The validity of the above guarantees shall be at least 365 days from the date of opening of tender, failing which, the tender will be liable for rejection.

- (ii) No interest shall be paid on the Earnest Money Deposit.
- (iii) No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount with NLUJAA.
- (iv) In the case of un-successful tenderer, the Earnest Money will be refunded immediately after the tender is decided. In the case of successful tenderer, this will be refunded only after furnishing of security money referred to under **Clause-15 Section- III** of the bid document. Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of The Gauhati High Court extends.
- (v) Earnest Money will be forfeited if the tenderer fails to accept the letter of intent and / or Purchase order issued in his favor.
- (vi) Tenders not accompanied by Earnest Money shall be out rightly rejected.

11. **The tenders should be kept valid for a period of 120 days from the date of opening of the tender as notified in the tender notice failing which the tenders will be rejected.**

12. *a)* After opening of tenders and within the validity period no reduction or enhancement in price will be entertained. **However, after opening of the “Technical Bid” if some modification of specification is agreed upon by NLUJAA, revised price offer will be considered. In such case revised offers will have to be submitted in separate sealed envelopes super scribing “Revised Price Bid” before the date fixed for opening the price bids.**
b) If necessary, the tenderer may be requested to revalidate the tender after expiry of the validity period under the same terms and conditions as per original tender except any change in the delivery period. In such an event, the tenderers are free to change any or all conditions of their bids including price at their own risk.

13. Tenderers are expected to be fully conversant with the meaning of all the clauses of the Bid document before submitting their tenders. In case of doubt regarding the meaning of any clause the tenderer may ask for clarification in writing, before **28th February, 2014**, from the Registrar, NLUJAA. This however, does not entitle the tenderer to ask for time beyond due date fixed for receipt of tender.

14. **List of Documents to be submitted along with the Tender:**

The Bidder must fulfill the requirements along with the Tender failing which the tender shall be treated as incomplete and liable for cancellation.

They shall submit:

1. Bid Declaration Form.
2. Earnest Money Deposit (EMD)
3. Money Receipt in support of Bid document purchased from NLUJAA or Bank Draft, if the Bid document is down loaded from web site.
4. Price Schedule (**Schedule-IV**)
5. **Price schedule for post warranty maintenance for 5 years (Schedule V).**
6. Information Form relating to their infrastructure, financial capability & turnover etc. (**Schedule I**)
7. Xerox copy of latest Income Tax Assessment Certificate / PAN Card.
8. Xerox copy of Sales Tax Registration Certificate.
9. Xerox copy of Service Tax Registration Certificate.
10. Xerox copy of VAT Certificate
11. Testimonials/Self Certifications in respect of all the mandatory requirements mentioned at Point 8 under **SECTION I** (General Information to Bidders)
12. Proof of Software Development Business Including Enterprise software architecting for at least 8 years with revenue generation from the business exceeding Rs 4 Crores a year during the three financial years preceding 31 March 2013.
13. A list of important customers in last three years i.e. 2010-11, 2011-12 & 2012-13.
14. Technical literatures and original specifications sheets of each item offered.
15. Details of support infrastructure at Guwahati / Trade license issued by the GMDA/GMC
16. Undertaking for providing comprehensive support for minimum 3 years after warranty period as per **clause 16, Section-III.**
17. Proof of Authorized SAP/OA/MQLBA implementation partner.
18. Proof of Corporate body engaged in Software development.
19. Proof of SEI CMM Level 5 or equivalent/higher certification.
20. Proof of ISO 9001 or equivalent / higher certification.
21. Proof of Experience in implementing modules for Indian Customers for most of the functionalities of University management software systems.
22. Attested copy of power of Attorney, if any.
23. Attested copy of partnership Deeds, if any.
24. Check list in respect of Technical Specification (Schedule-I).

25. Check list in respect of General Compliance (Schedule-II)
 26. The best practices and the standards that will be followed by the vendor.
 27. Methodology to be adopted for the project.
 28. Work plan with activities and their content and duration, milestones, the deliverables (including a PERT Chart for activities).
 29. Organization and staffing for this project.
 30. Quality and Competence of Staff to be deployed: A profile of each member of the team giving, basic qualifications, years of experience and details of experience, particularly experience in SAP / OA / MQLBA implementations. Experience in particular modules of SAP / OA / MQLBA are to be given for each member.
 31. **Testimonials from at least two customers for whom a SAP / OA / MQLBA based project have been successfully completed.**
 32. All other Schedules & Annexure provided in Bid document for submission.
- 15.** Tenderers shall quote for the whole system.
- 16.** Tenderers are required to submit tenders in the following manner. All the documents /information relating to Part-I (Technical Bid) **in duplicate** and Part-II, “Price Bid” shall be placed in separate sealed covers. Both the separate sealed covers as mentioned above shall be kept in another sealed cover super scribed as “Tender for ERP Software System” due on **05-March, 2014.**
- Part-I:**
 “The Technical Bid” shall contain the following documents.
- i) All the documents in **clause 14** above, except items **4** and **5** (Price Schedule and Price Schedule for Post-Warranty maintenance)
 - ii) Price Schedule (Schedule IV) **BUT WITHOUT THE PRICES**
 - iii) Price schedule for post warranty maintenance for 5 years (Schedule V) **BUT WITHOUT THE PRICES.**
- Part – II:**
- i) Price Schedule (Schedule-IV)
 - ii) Price schedule for post warranty maintenance for 5 years (Schedule V).
- 17.** Conditional bids shall not be accepted.
- 18.**
- i) Over writing shall be avoided.
 - ii) Erasures and other changes shall bear the dated initial of the person signing the tender.
 - iii) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the tenderer.
 - iii) For evaluation, the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

SECTION - III

GENERAL CONDITIONS OF CONTRACT

1. SCOPE OF THE CONTRACT:

NLUJAA is embarking on the implementation of a comprehensive, integrated software system viz., Enterprise Resource Planning (ERP) system to address the information needs of all its major functions.

ERP system shall have to be implemented at NLUJAA Data Center for all the modules forming part of the scope. The vendor shall indicate additional software license requirements for Database and cost thereof taking into consideration that Database and Middle tier Servers shall be of X86 configurations with Quad core processors. Accordingly provision for smooth ownership change of ERP licenses should be planned and worked out by the Contractor (Bidder). Incidental expenditure in connection with separation of these two modules other than ERP licenses shall be borne by the recipient organizations.

The IP shall render all assistance to IT, NLUJAA in sizing the Computing Capacities such that the assured performance of the ERP is achieved by the IP after ERP implementation.

The University is inviting this tender for the deployment of a solution based on SAP or Oracle Applications (OA) or MySQL based application (MQLBA) for the main portions of the application (detailed below). The tender is also for the supply of the necessary modules of SAP / OA / MQLBA and other related software (such as a Database management system Software, Middle Tier Software and such other software necessary to make ERP seamlessly operable).

A Software Requirements Specification (SRS) is to be first prepared. **Appendix I** is a broad outline of the business processes and the components that need to be computerized. The chosen vendor will have to make a detailed study of the organizations by going through available documents and by interviewing employees to prepare the SRS. Further the ERP Implementation partner shall specify computing and networking needs and assist NLUJAA in sizing the Hardware and communication for ERP implementation as part of the SRS. **Estimate of the man-months required for the rest of the project is to be done as part of the SRS (if this estimate is not adequately justified, and is thus not to the satisfaction of NLUJAA, NLUJAA reserves the right to terminate the contract at this stage and to continue the project with the next bidder in the merit list). The SRS will be followed by gap analysis indicating the gaps between the requirements and what the package software provides by default. Based on this gap analysis, the requirements have to be implemented on one of the packages viz., SAP or OA or MQLBA as offered. Other tasks will include testing, data entry and training.**

2. DEFINITION OF TERMS:

In writing these General Conditions of Contract, the SRS preparation and Integrated Software system implementation, the following works shall have the meanings hereby indicated unless there is something in the subject matter or contract in consistent with such constructions.

- 2.1 “The Purchaser” shall mean the NLUJAA.
- 2.2 “The Engineer” shall mean the engineers appointed by the Purchaser for the purpose of this contract.
- 2.3 “Purchaser’s representative” shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine software systems to be deployed.
- 2.4 “The Contractor” shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Bidders executions, administrators’ successors and permitted assignee.
- 2.5 “Contract Price” shall mean the sum named in or calculated in accordance with the provisions of the contract as the “contract price” which shall include packing, forwarding freight, Insurance, Excise Duty, Sales Tax, Service Tax, VAT and other taxes and duties as applicable.
- 2.6 “General Condition” shall mean this General Condition of Contract.
- 2.7 “The Specification” shall mean the specification annexed to or issued with the Bid document and shall include the schedules and drawings attached thereto as well as all samples and pattern, if any.
- 2.8 “Month” shall mean calendar month.
- 2.9 “Writing” shall include any manuscript, type written printed or other statement reproduced in any visible form and whether under seal or under hand.
- 2.10 **The “term” contract shall mean & include General Conditions, Special conditions, Specifications, Schedules, Drawings, form of tender, covering letter, schedule of prices or the final General Condition, any special conditions applying the particular contract, specifications and drawings and agreement to be entered in.**
- 2.11 Terms and condition not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the Assam General Clauses Act.

3. CONTRACTOR TO INFORM HIMSELF FULLY:

The Contractor shall examine the instructions to Tenderers, General Special Conditions of Contract, Specification, the Schedules of Quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price (s) according to his own allowances except as otherwise provided therein will be levied. The purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contract in writing by the purchaser.

4. PATENT RIGHTS ETC:

Any dispute arising in respect of copyright act for the software supplied by the vendor and used by the purchaser shall be the responsibility of the vendor and the purchaser in no way shall be held responsible in any forum or court of law in this regard.

5. TIME SCHEDULE:

Live production of ERP system in all respects should commence within 10 months from the date of Signing of the Contract. Bidders should submit a PERT Chart for the various jobs to be carried out along with Signed Contract. Broad milestones are mentioned hereunder as an indicative list.

Details of various steps involved in rolling out different modules completely in the organization are not covered in the table. The Vendor shall indicate Activities, Milestones and Deliverables to NLUJAA, making up the phases and time requirement in days for each activity. The contractor shall mention dependencies among activities. Resources and Consultants to be assigned for each phase shall be mentioned by the contractor.

(The project (license delivery and installation and implementation services) breakup into logical phases like Project Planning and Setup, Operations Analysis, Solution Design, Solution Build, transition to Production, Hand Holding etc. need to be mentioned by the Contractor in detail.)

No. of Days from Day1	Event
1 st DAY	Date of receipt of Acceptance Letter from the Contractor.
	Pre-Implementation Training Begins
	Delivery of First Draft of SRS
	Acceptance of Final SRS
	Submission of Gap Analysis Document
	Finalisation of the Gap Analysis Document
	Delivery of the first Module

No. of Days from Day1	Event
	Training programme for users begins
	Delivery of the second module
	Delivery of all modules
	Acceptance testing of all modules complete
	Data Migration completes
	Data entry complete
^{300th} DAY	Hand holding of the Project Commences by the Contractor.

6. TESTING:

- i) The contractor shall prepare a test plan for each module and this test plan has to be agreed upon by the purchaser. Test plans must exercise all parts of the software, and must use, to the extent possible, actual data at least in some of the runs.
- ii) Testing must include testing for performance. The maximum response time to all queries must not exceed 10 seconds except in extra-ordinary circumstances. Forms must be displayed within 05 seconds of providing of an URL. This testing must be carried out under load conditions which will need to be simulated during testing.
- iii) For each module, the contractor shall give to the purchaser at least fifteen (15) days' notice in writing of the date of commencement of the test run to the purchaser.
- iv) After all the modules are tested and accepted, a test plan for testing of the integrated system must be formulated by the contractor, and this test plan has to be agreed upon by the purchaser.

7. TRAINING FACILITIES:

Training will be provided as per the details given in **Section IV**, and price will be quoted as per the format in **Schedule IV, part C**.

8. DELIVERY:

All items ordered against the purchase order are to be delivered to consignee / at purchaser's designated place **as per time schedule**. The purchaser however reserves the right to re-schedule the delivery and change the destination if required. The delivery period shall reckon from the date of placing the purchase order. However, the tenderer must mention the delivery period suitable to him in his tender.

9. DESPATCH INSTRUCTIONS:

The materials should be securely packed and dispatched directly to the consignee at the contractor's risk immediately after receiving dispatch instructions from the purchaser.

10. CONTRACT'S DEFAULT LIABILITY:

- i) The purchaser, upon written notice of default to the contractor may terminate the contract in circumstances detailed hereunder.
 - a) If in the judgment of the purchaser, the contractor fails to make progress in development of ERP software within the time specified in the contract or within the period for which extension has been granted by the purchaser, to the contractor.
 - b) If in the judgment of the purchaser, the contractor fails to comply with any of the other provisions of this contract.
- ii) In the event purchaser terminates the contract in whole or in part, the purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate, ERP software similar to that to terminated and the contractor will be liable to the purchaser for any additional costs for such similar software and/or for penalty for delay as defined in **Clause-21** of **Section –III** until such reasonable time as may be required for the final supply of ERP software.
- iii) In the event the purchaser does not terminate the contract as provided in **Clause – 12 (b)** of **Section-III**, Contractor shall continue the performance of the contract, in which case he shall be liable to the purchaser for penalty for delay as set out in **Clause-21** of **Section –III** until the software is accepted.

11. VALIDITY:

Prices and conditions of sale of the offer should be valid for a period of *120 days* from the date of opening of the tender, failing which the tender shall be rejected. However, the tenderer shall confirm in writing in the tender in this regard.

12. REJECTION OF CONTRACT:

In the event of any of the modules or the SRS as per time schedule completed by the contractor is found not in accordance to the requirements, the purchaser shall reject the software / SRS and request the contractor in writing to rectify the same. The contractor on receipt of such notification shall either rectify or replace the modules free of cost to the purchaser. If the contractor fails to do so, the purchaser may

- a) At its option replace or rectify such modules and recover the extra costs so involved from the contractor.
- b) Terminate the contract for balance work/supplies, with enforcement of penalty as per contract.

- c) Acquire the affecting items at reduced price considered suitable under the circumstances.

13. EXTENSION OF TIME:

If the delivery of SRS and software modules is delayed due to reasons beyond the control of the contractor, the contractor shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may agree to extend the contract delivery date if found reasonable but without prejudice to other terms and conditions of the contract.

14. GUARANTEE PERIOD:

- 14.1 The software of Schedule IV, Part A will be provided with **One Year Warranty**, that is, technical support and program updates for one year from the date of completion of all the work. This will include all upgrades to the software that become available during this period. The software may be delivered during the implementation. During this period, the number of licenses required will be less and the pricing of the software should include this period. As per estimate of time given in item 5 above, the software will be required for implementation from **the day the first module is delivered** and all modules will be accepted by day 300. The one year warranty with full licenses will start from day 300 or the actual day of completion whichever is later.
- 14.2 The software in Schedule IV Part B will be under warranty on a per module basis (as defined below) for a period of one year after acceptance of each module. For each module in **Schedule IV Part B**, 10% of the due amount will be retained by NLUJAA as Retention Money for twelve months after the issuance of a certificate of acceptance for that module.
- 14.3 Date of delivery as used in this clause shall mean the date of installation of the software of **Schedule IV Part A**. For the modules in Schedule IV Part B, the date of delivery will be the date of acceptance of the implemented module.
- 14.4 The maintenance during warranty and post warranty period of Schedule IV Part B extends only to problems arising out of normal functioning of the software. The agreement specifically excludes damages caused due to fire, theft, riots accidents and such other exceptional circumstances. The agreement also excludes addition of new functionality to the software after acceptance. However, the contractor is bound to make additions if asked for, and for each such requirement, the contractor will give a quotation. This quotation will be based on the rates quoted for this tender and on a reasonable (to be justified) on the man days required. For every such addition, the maintenance clauses given here will apply from the date of acceptance of the addition.
- 14.5 The Contractor shall provide a defect escalation and resolution procedure for software faults in the application(s). Defects will have to be attended to within *24 hours* of reporting and resolved within *48 hours*. In case the fault is serious, further time may be given based on mutual agreement.

- 14.6 In the event of desired performance not being obtained, computed on a monthly basis, due to the lapse in fault resolution by the Contractor, the Contractor shall be liable to penalties as follows which will be recovered from the Retention Money:

For every 5 days of delay in fault rectification, an amount of 1% of the Retention Money shall be recovered. That is, if the total delay for a module is less than 5 days, then no deduction will be made. If the delay is from 5 to 9 days, 1% deduction will be made, and so on.

15. COMPOSITE BANK GUARANTEE:

A composite Bank Guarantee at the rate of 10% (ten percent) of the value of the full contract shall be furnished from any Nationalized/Scheduled Bank having Branch office in Guwahati, to the NLUJAA office within 15 (fifteen) days of issue of the purchase order, executed in a non-judicial stamp paper worth of Rs.100/- (Rupees One hundred) only subject to change as per Stamp Duty Act valid for a period of 18 (eighteen) months from the date of delivery of first draft of SRS and signing thereof an agreement for award of contract as per Proforma enclosed, towards security, 100% payment and performance guarantee purposes failing which the purchase order will be treated as canceled. In the event of any breach or default in all or any of the conditions set forth and provided in the purchase order, the purchaser may forfeit the whole amount of the composite bank guarantee. The forfeiture of the composite Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled.

No interest will be payable on Composite Bank Guarantee amount.

16. POST WARRANTY MAINTENANCE:

The tenderer must provide post warranty maintenance support to software implemented by him (Schedule IV Part B) for a period of **5 years** on Annual basis renewable after expiry of each year.

- i) The Annual Maintenance Contract (AMC) will be comprehensive and will be governed by the terms and conditions given in **14.4, 14.5, and 14.6** above.
- ii) AMC cost shall be paid on Quarterly basis after completion of each quarter i.e. post AMC quarterly payment shall be made. Payment will be made after deducting penalties, if any as prescribed by item **14.6**.

17. PRICE:

- 17.1 Bidders are requested to quote their FIRM price only. No price variation shall be entertained at any time during the contract period.
- 17.2 The bidder must quote and supply the additional software where ever required for successful running of the ERP system. The cost of the software shall be taken together for evaluation of tender status on package basis.

- 17.3 The prices shall be FOR Destination only at the consignees' place inclusive of packing, forwarding, freight and insurance. In addition, the breakup of destination price shall be given as per Schedule of prices in Schedule-IV. This price should exclude all State and Central Taxes and Excise Duty and these elements of costs should be indicated separately as per the above-referred schedule.
- 17.4 Wherever the issue of foreign exchange is involved due to import of software from a country other than India, the same shall be paid by the vendor. Import License, marine freight, insurance, customs duty, surcharge, port handling and clearing charges etc. all shall be on vendor's account and purchasers shall not be responsible in any way in this regard.
- 17.5 **Any software items that may be necessary for successful implementation of the offered ERP in 3-Tier Architecture, if not mentioned specifically by the purchaser, shall be provided at no extra cost by the Contractor and costs thereof shall be presumed to be part of the FIRM quoted price.**

18. IMPORT LICENSE:

In case imported materials are offered no assistance will be given for Import License or release of Foreign Exchange. The firm should arrange to import materials from their own quota.

19. TERMS OF PAYMENT:

The supplier will have to submit their invoices in two parts. In the first part the Basic price of the supplied item plus packing, forwarding, freight and insurance only shall have to be mentioned and in the 2nd part Excise Duty, Sales Tax, VAT etc. shall have to be mentioned. Alternatively, the invoice shall distinctively show the above two price breakups. Payment terms are as noted below.

Event	Payment
Order Placement	25% of SRS Quote (against bank guarantee as referred at Section –III Point 15).
Acceptance of SRS document	75% of SRS Quote
Acceptance of Gap Analysis Document (for each module)	20% of module cost
Delivery and Installation of SAP / OA / MQLBA Software	100% of SAP / OA / MQLBA Software cost for minimum required licenses for development
Acceptance of a Module	70% of module cost
Acceptance of all modules	SAP / OA /MQLBA software cost for full licenses;
Completion of Data Migration	100% of data migration costs
Completion of Data Entry	100% of data entry costs
Completion of all training	100% of training costs
Ten months after acceptance of a module	Payment of balance 10% costs of the module

The above payment terms are subject to negotiations. Vendors may suggest their own payment terms with discounts thereof, if the terms are acceptable to the Purchaser. In any case, bids based on these payment terms have to be submitted and the price comparison will be based on bids assuming these payment terms.

In addition to the payments terms mentioned above it will be open to the NLUJAA authority to make payment to the vendor on contingent grounds as and when necessary.

The paying officer is Registrar, NLUJAA, Guwahati.

20. The supplier shall furnish Bank Guarantee of appropriate amount to NLUJAA **covering 10% (Composite Bank Guarantee) of contract price.** For this purpose the contract price shall mean firm price excluding Taxes & Duties payable to Govt.

21. **PENALTY FOR DELAY IN COMPLETION OF CONTRACT:**

I) **Liquidated Damages:-**

If the contractor shall fail to deliver the SRS or a module within the stipulated time frame specified in the contract or any extension granted thereto, the purchaser shall recover from the contractor penalty for a sum of one half of one percent (0.5%) of the contract price of the for each calendar week of delay or part thereof.

For this purpose the date of receipted challans shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five percent (5%) of the contract price of the SRS/modules so delayed.

22. **FORCE MAJEURE:**

The contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the Public enemy, acts of Govt. Fires, Floods, epidemics, quarantine restrictions, strikes, freight embargoes and provided that the contractor shall within ten days from the beginning of such delay notify the purchaser in writing of the cause of delay, the purchaser shall verify the facts and grant such extension, as facts justify.

23. **PAYMENT DUE FROM THE CONTRACTOR:**

All costs and damages, for which the contractor is liable to the purchaser, will be deducted by the purchaser from any money due to the contractor under the contract or through the composite Bank Guarantee submitted by him.

24. **JURISDICTION OF THE HIGH COURT OF GUWAHATI:**

Suits, if any, arising out of this contract shall be filed by either party in a court of law to which the jurisdiction of High Court of Guwahati extends.

25. SALES TAX, INCOME TAX CLEARANCE, BALANCE SHEET AND PROFIT AND LOSS ACCOUNT:

Sales Tax / VAT and Income Tax clearance certificates/Photo copy of PAN Card, **Service Tax Clearance/Registration**, balance sheet and profit and loss account of previous year should be enclosed with the tender.

26. CERTIFICATE FOR EXEMPTION FROM EXCISE DUTY:

Offers with exemption from Excise Duty shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean Photostat copy of exemption certificate.

27. DEVIATION FROM SPECIFICATION:

It is in the interest of the tenderer to study the specification, drawings etc. specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the tenderer the same are prominently brought out in the body of their tender.

A list of deviations shall be enclosed to the Tender. Unless deviations in scope, technical and commercial are specifically mentioned in the list of deviations, it shall be presumed that the tenderer has accepted the conditions in the Tender Specification in Toto, notwithstanding any exemptions mentioned also elsewhere in the tender. All such deviations shall be clearly notified in Commercial/Technical deviation formats provided with this bid document.

28. RIGHT TO REJECT/ACCEPT ANY TENDER:

The purchaser reserves the right either to reject or to accept any or all tenders. The purchaser has exclusive right to alter the quantities at the time of placing final purchase order. **After placing of the order the purchaser may defer in the delivery time frame. It may be clearly understood by the tenderer that the purchaser need not assign any reason for the above action.**

29. CONTRACTOR'S RESPONSIBILITY:

Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the purchaser, the ultimate responsibility shall rest with the tenderer.

30. EVALUATION OF BIDS:

- Technical proposals will be ranked by the award of marks out of 100 (T) based on the following criteria:

SL.No	CRITERIA	MARKS
1.	SAP / OA / MQLBA Implementation experience (general, and India-specific) and proposed solution	
	Module	
	Admission Management	5
	Course Management	5
	Examination Management	5
	Student Portal	4
	Library management*	2
	University fee management & accounting	4
	Financial Accounting**	3
	Material / Inventory Management	4
	Payroll Management	4
	HR	5
	Hostel & Mess Management	4
	Others***	12
2.	Features of the ERP System and Third Party S/W offered	10
3.	Testimonials and completion record	10
4.	Methodology, Work Plan, Organization and Staffing	8
5.	Qualification and competence of staff for the assignment. A profile of each member of the team giving basic qualifications, years of experience and details of experience with specific details on experience on SAP / OA / MQLBA modules.	15

* Includes integration with existing KOHA system

** Includes integration with existing TALLY system

*** Includes files and Note tracking System, Funded Project Management, Guest House Management, Transport management, Student Alumni, Student Activity / Events, Health Center Module, and Document Management Module.

ALL THE MODULES SHALL BE PROVIDED WITH BUSINESS INTELLIGENCE TOOLS.

- In case the financial proposal (without the prices) is not complete, the technical bid will be rejected.
- The financial bids of the bidders who get marks more than **70 (Seventy)** in the technical evaluation will be opened for further processing.
- All Quotes in Commercial Bid shall be in Indian Rupees only.

31. MINIMUM QUALIFICATION CRITERIA OF BIDDERS:

All the prospective bidders are requested to note that their bids for any schedule can only be considered for evaluation only if they fulfill all the required criteria mentioned in the General Information to Bidders. Those who do not fulfill these criteria need not submit their bids.

32. LANGUAGE AND MEASURES:

All documents pertaining to the contract including specifications, schedule, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

33. CORRESPONDENCES:

- b) Any notice to the contractor under the terms of the contract shall be served by Registered mail or by hand at the contractor's principal place of business.
- c) Any notice to the purchaser shall be served at the NLUJAA's principal office in the same manner.

34. LEGAL ADDRESS OF THE PARTIES:

The address of the parties to the contract shall be specified.

PURCHASER:

**National Law University and Judicial Academy, Assam
Bholanath Mandir Path, B. K. Kakoti Road,
Near State Bank of India, South Guwahati Branch
Ulubari Guwahati-781007**

35. OUT RIGHT REJECTION OF TENDERS:

Tenders shall be rejected if they are not complying with the following requirements:

1. Tenderer should have purchased the specification from the office of the purchaser or if downloaded from NLUJAA's web site, must have submitted the tender paper cost **as per the instruction under clause-3(ii) in the Section-I for "General Information to Bidders"**.
2. Tenders shall be submitted in person or by Regd. Post with A.D.
3. Tenders shall not be submitted telegraphically or by Fax.
4. Tenders shall be accompanied by the prescribed Earnest Money Deposit.
5. Tenders shall be kept valid for a period of 120 days from the date of opening of tender.

6. Tenders shall be submitted in two parts only.
 7. **Tenders shall be accompanied by a list of important customers during the last three (3) years prior to the date of opening of tender.**
 8. The tender shall be accompanied by PAN, Photostat copy of latest Income Tax and Sales Tax clearance certificates. Normally such certificates should have been issued for the year 2012-13.
 9. The schedule of prices (Schedule-IV) should be filled up fully to indicate the break-up of prices (in INR only) including taxes and duties.
 10. Tenderers shall fulfill the minimum criteria as laid down under clause 30, section-III & clause 14, under section-II.
-
36. The contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without written authorization from the purchaser.
 37. *A meeting shall be called by the purchaser inviting Technically Qualified Bidders for giving presentation to the purchaser, before opening Commercial Bid for ascertaining Bidder's project management and deliverables, thereof.*

NLUJAA

SECTION-IV

GENERAL INFORMATION FOR PURCHASE AND IMPLEMENTATION OF INTEGRATED SOFTWARE SYSTEM BASED ON SAP/OA/ MQLBA FOR NLUJAA

I. INTRODUCTION:

The NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM (NLUJAA) has been established by the government of Assam by way of enactment of the national law school and judicial academy, Assam act, 2009. The main purpose of this university is to impart legal education for development of teaching and higher learning in law with powers to award degrees, diplomas, and other academic distinctions. The University follows the semester system and offers the B.A., LL.B. (Hons.) Five-year integrated course. The university also offers the two-year post-graduation course (LLM) with specializations in different groups. In coming years, University is planning to offer PHD degrees.

II. BROAD REQUIREMENTS

NLUJAA is embarking on the installation of a comprehensive, integrated software system, to address the needs of all its major functions. University needs a common database which can be shared by all departments so as to bring down any redundancy of work as well as ensure better coordination and work-flow. Some of the prerequisites expected from the integrated software are:

- a) Reduce paper work and manual filling and record keeping
- b) Web-based application hosted in the campus network with the capacity for future improvement and upgradation.
- c) Faster and automatic customized report generation
- d) Availability of Real- time information at all levels
- e) Provides an effective Decision support system so that timely decisions can be taken
- f) Data consistency and highly secured system with flawless backup and restoration system.

NLUJAA envisages the creation and establishment of an Information and Communication Technology (ICT) frame work for improving the efficiency of delivery of its services to all its stakeholders – the student community, the teaching faculty, the administrative staff and the general public at large. The project is intended to have a complete integrated University Management Solution. The University envisages improving the Information and Communication Technology Usage and improving the efficiency of delivery of services to the students at large. The proposed University Automation ERP solution is intended to be a complete integrated University Administration and Management System connecting all student centric services.

The University is inviting tenders for the deployment of a solution based on SAP / OA / MQLBA for the main portions of the application (detailed below). The tender is also for the supply of the necessary modules of SAP / OA / MQLBA and other related software (such as a Database management system and Middle tier Server Software along with licenses thereof).

A Software Requirements Specification (SRS) is to be first prepared. **Appendix I** is a broad outline of the components that need to be computerized. The chosen vendor will have to make a detailed study of the university by going through available documents and by interviewing employees to prepare the SRS. The SRS will include a gap analysis indicating the gaps between the requirements and what the package software provides by

default. Based on this SRS and gap analysis, the requirements have to be implemented on one of the packages SAP or OA or MQLBA. Other tasks will include testing, data migration, data entry, and training.

III. The Components of the System to be Implemented and the Software to be supplied

Appendix I gives the details of the system, i.e., functional scope of all the sub-systems, to be implemented. For the purpose of evaluation of the price bids of vendors, the number of licenses given below will be used. At the time of order, the number of licenses may change based on actual need. Bidders will therefore have to quote for the software assuming the following number of licenses.

- 1. LICENSES UNDER ALL FUNCTIONAL ERP MODULES: 100**
- 2. LICENSES UNDER SELF SERVICE: 100**
- 3. PROVISION FUNCTIONALITY FOR STUDENTS: 1000**

All the ERP licenses supplied shall be unrestricted and fully functional. NLUJAA shall exercise extent of AUTHORIZATION to be allowed to individual users. The users may be conveniently grouped by the NLUJAA to exercise TRANSACTIONS on ERP System or takeout reports/views from different Sub Systems of the ERP or avail MIS/DSS support from ERP or such other appropriate classification. The ERP licenses at (I) above shall be general and not categorized under any module. Purchaser shall have right to conveniently distribute these licenses across the modules as per need.

REPORT GENERATION: A number of reports have to be created. The exact number and format of the reports will be determined by the vendor during the SRS stage.

IV. TASKS:

- a.** Preparation of a Systems Requirements Specification (SRS) document based on a study of the processes of the University. The SRS should be prepared using industry standard practices based on models such as Use Cases. The actual methodology to be used is to be given in detail. For a SRS centered around Use Cases, the following must be included (in case a vendor wishes to propose an alternative technology, all details must be provided in the bid, and steps equivalent to those outlined below must be given. It is not acceptable to have a solution where there is no SRS preparation and the activity is combined with the gap analysis exercise). It is to be understood that the SRS is not for a bespoke implementation, but as a first step to understand the existing processes, and to provide specific inputs to the gap analysis. Since the SRS will be based on end-user inputs, its preparation will help speed up the implementation:
 - i.** High Level Description of the processes with categorisation.
 - ii.** Use Cases (both business and system use cases), with use case diagrams, templates, and other standard techniques.
 - iii.** Non-functional requirements (other than those listed below)
 - iv.** Format of all input screens (the required fields need to be identified);

- v. Formats of all Reports
- vi. Security Architecture Specifications.
- vii. Hardware and networking requirements, including specifications of equipment, sizing, etc. Inputs provided here will correlate with the performance guarantees to be provided by the implementation.
- viii. Platform software requirements i.e. system software, development platform(s), database(s), etc.
- ix. Estimate of the man-months required for the rest of the project. (if this estimate is not adequately justified, and is thus not to the satisfaction of the Purchaser, the Purchaser reserves the right to terminate the contract at this stage and to continue the project with the next bidder in the merit list).

- b.** Acceptance of the SRS. This document shall form the basis of creation the gap analysis document and so its completeness will be important to ensure that there are no misunderstandings at the end of the implementation.
- c.** Submission of Gap Analysis Document detailing for each Use Case in the SRS, gaps between the Use Case and the default features of the Application Package (SAP / OA / MQLBA Module). Also to be included is a “Business Mapping Report”. This may be a separate report or it may be part of the Gap Analysis document. What is required is that, for each gap, the proposed solution is to be given. While this will typically include configuration information or identification of programs to be written, it may also include suggested changes in business processes for cases where the Application Package cannot be configured to meet the existing processes.
- d.** Acceptance of the Gap Analysis Document after mutual discussion. This will identify the implementation goals and will form the basis for issuing completion certificates and concomitant payments.
- e.** Implementation of SAP/O / MQLBA Modules as per the gap analysis document.
- f.** Testing
- g.** Migration of Data available in current systems.
- h.** Entry of data, where not available electronically.
- i.** Training – The following set of training modules will have to be imparted:
 - 1. Pre-implementation training is to be given for all concerned so that the SRS preparation takes into account the ERP package to be used.
 - 2. User level training: separate training sessions will have to be conducted for different software modules for the concerned set of users in each case.
 - 3. Administrators’ training: this will include training for java / abap / other programming, configuration, installation, back-up, and all other required Applications DBA training.

In order to save time, configuration work should start as early as possible, particularly where the issues are clear. So, items **b)** and **c)** should be composed of a number of sub-tasks, completion of each of which will allow the corresponding work in **e)** to be taken up.

SECTION - V

SCHEDULES & FORMS

Schedule - I	Technical details for implementing the ERP software System.
Schedule - II	Checklist for Compliance of General Requirement.
Schedule - III	Checklist for Vendor's conformation to NLJAA's Terms and Conditions
Schedule - IV	Financial Proposal format
Schedule - V	Annual Maintenance Cost
Schedule - VI	Service Support detailed Form.
Schedule - VII	Proforma for Composite B.G.
Schedule -VIII	Proforma of B.G. for EMD.

Appendix - I - Various Components of the NLUJAA Software System

Annexure- I - Bid Form

Annexure- II - Technical Deviation Statement Form.

Annexure- III - Commercial Terms & Conditions Deviation Statement Form.

NLUJAA

(Schedule-I)

TECHNICAL DETAILS FOR IMPLEMENTING THE ERP SOFTWARE SYSTEM OF NLUJAA’S OPERATIONS ON SAP / ORACLE APPLICATIONS (OA) / MYSQL BASED APPLICATION (MQLBA)

(This format must be part of the technical proposal. Additional sheets are to be added where necessary for the Information Form and reference to the sheets must be provided in this form. Further, back-reference to the serial number of this information form and the item name must be provided at the beginning of every set of additional sheets for a particular item. For other parts, information is to be provided as asked for and in the order specified. Each part should be preceded by a sheet which gives the title of the information as given below. For example, “III (ii) The best practices and standards to be followed”. Tenders are liable to be rejected if they do not conform to this format).

I. INFORMATION FORM

SR.NO	ITEM	INFORMATION TO BE FURNISHED BY THE TENDERER		
1	NAME AND ADDRESS (INCLUDING TELEPHONE NUMBERS AND EMAIL-ID):			
2	TYPE OF ORGANIZATION, WHETHER PVT. LTD. / PUBLIC LTD (REFER: QUALIFYING CRITERIA 11 IN THE CLAUSE 14 OF SECTION II).			
3	YEAR OF ESTABLISHMENT			
4	NAME OF THE OFFICIAL IN CHARGE OF THIS PROPOSAL			
5	SOFTWARE DEVELOPMENT EXPERIENCE COMMENCEMENT OF ACTIVITY (REFER QUALIFICATION CRITERIA 12 IN THE CLAUSE 14 OF SECTION II)			
6	REVENUE GENERATION FROM THE ACTIVITY	YEAR	RS. CRORE	
		2010-11		
		2011-12		
		2012-13		
7	REVENUE GENERATION FROM THE SAP/ OA / MQLBA /IMPLEMENTATION ACTIVITY (REFER QUALIFICATION CRITERIA 12 IN THE CLAUSE 14 OF SECTION II)	YEAR	RS. CRORE	
		2010-11		
		2011-12		
		2012-13		

SR.NO	ITEM	INFORMATION TO BE FURNISHED BY THE TENDERER					
8	EXPERIENCE IN UNIVERSITIES (REFER QUALIFICATION CRITERIA 21 IN THE CLAUSE 14 OF SECTION II): PLEASE USE ADDITIONAL SHEETS, IF REQUIRED.	1.		STATUS OF THE PROJECT			
		2.					
		3.					
9	EXPERIENCE IN SAP / OA /MQLBA IMPLEMENTATIONS. (REFER QUALIFICATION CRITERIA 21 IN THE CLAUSE 14 OF SECTION II) PLEASE USE ADDITIONAL SHEETS, IF REQUIRED.	NAME AND ADDRESS OF ORGANIZATION	NAME OF ASSIGNMENT (DESCRIPTION ATTACHED SHEETS)	SAP/ OA /MQLBA MODULES INVOLVED	NO. OF CONSULTANTS USED	PLANNED TIME PERIOD IN MONTHS	ACTUAL TIME PERIOD IN MONTHS
10	LOCATION OF DEVELOPMENT CENTRE(S)						
11	TOTAL REVENUE OF THE ORGANIZATION (RS. LAKH)	2010-11	2011-12	2012-13			
12	TOTAL NET WORTH (RS. LAKH)	2010-11	2011-12	2012-13			
13	SALES TAX REGISTRATION NO.						
14	LATEST YEAR FOR WHICH INCOME TAX RETURNS ARE FILED. (ATTACH COPY)						
15	DETAILS OF PREVIOUS JOB, IF ANY, DONE FOR NLUJAA.						
16	NAMES OF TWO PAST CUSTOMERS WITH WHOM REFERENCE MAY BE MADE REGARDING PERFORMANCE (SAP /OA /MQLBA IMPLEMENTATIONS ONLY) (PLEASE GIVE NAMES OF PERSONS TO BE CONTACTED AND THEIR CONTACT NUMBERS)	1. 2.					
17	ADDITIONAL DOCUMENTS REQUIRED – WHETHER ATTACHED OR NOT (PLEASE PUT <input checked="" type="checkbox"/> MARK AND INDICATE NUMBER OF PAGES ATTACHED)						
(I)	PROOF OF QUALIFICATION NO 18–CERTIFICATE OF INCORPORATION	YES <input type="checkbox"/>		NO <input type="checkbox"/>			
(II)	PROOF OF QUALIFICATION NO 19–SEI CMM LEVEL 5 OR EQUIVALENT/HIGHER CERTIFICATION	YES <input type="checkbox"/>		NO <input type="checkbox"/>			
(III)	PROOF OF QUALIFICATION NO 20–ISO 9001 OR EQUIVALENT/HIGHER CERTIFICATION	YES <input type="checkbox"/>		YES <input type="checkbox"/>			

SR.NO	ITEM	INFORMATION TO BE FURNISHED BY THE TENDERER	
(IV)	PROOF OF QUALIFICATION NO 11 – AUDITORS CERTIFICATE.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(V)	PROOF OF QUALIFICATION NO 17 (SAP / OA / MQLBA IMPLEMENTATION PARTNER CERTIFICATE):	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(VI)	PROOF OF QUALIFICATION NO 31 (CUSTOMERS’ CERTIFICATES)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

II. ERP Product Modules to be used

The Software Modules to be used for different functionalities. For more details on the functionalities, refer to **Appendix I**. For each module, detailed technical literature is to be included. Where third party products are being proposed, their method of integration with the ERP system must be specified.

Functionality	Software Modules to be Used
Admission Management	
Course Management	
Examination Management	
Student Portal	
Library management	
University fee management & accounting	
Financial Accounting	
Material / Inventory Management	
Payroll Management	
HR	
Hostel & Mess Management	
Others	

III. Please attach write-ups on the following (to be used for technical evaluation):

- i. A copy of the financial proposal with the prices omitted.
- ii. The best practices and the standards that will be followed by the vendor.
- iii. Methodology to be adopted for the project.
- iv. Work plan with activities and their content and duration, milestones, the deliverables (including a PERT Chart for activities).
- v. Organization and staffing for this project.
- vi. Quality and Competence of Staff: A profile of each member of the team giving, basic qualifications, years of experience and details of experience, particularly experience in SAP / OA / MQLBA implementations. Experience in particular modules of SAP / OA / MQLBA are to be given for each member **w.r.t scope of ERP implementation in this RFP.**
- vii. Testimonials from at least two customers for whom a SAP / OA / MQLBA based project has been successfully completed (the details of the project should be given as per item 9 above).

Notes:

1. The documents listed should be of the same company and not of group / affiliated / associate company.
2. On request, original documents should be produced failing which the tender would be liable for rejection.
3. NLUJAA reserves the right to independently verify the claims of the bidder.

NLUJAA

CHECK LIST FOR COMPLIANCE OF GENERAL REQUIREMENTS

Sl. No.	Item	Vendors confirmation	Reason for Deviation (if any)
1.	EMD	Deposited/Not deposited	
2.	PAN, Income Tax Reg. & Clearance Cert.	-do-	
3.	Sales Tax Clearance Certificate	-do-	
4.	Price Schedule	-do-	
5.	Post warranty maintenance		
6.	Undertaking for providing comprehensive maintenance support	-do-	
7.	Details of support infrastructure at Guwahati	-do-	
8.	Technical Literatures & original specification sheets.	-do-	
9.	Technical specification deviation schedule	-do-	
10.	Bid Declaration form	-do-	
11.	ISO 9001 Certificate	-do-	
12.	Copy of purchase orders (SAP/OA/ MQLBA Implementation only) from Govt. / University & other reputed organizations.	-do-	
13.	Proof of Annual Turnover.	-do-	
14.	List of important customers.	-do-	
15.	Manufacture ship/Authorized system integrator ship certificate.	-do-	
16.	Attested copy of power of Attorney (if required).	-do-	
17.	Attested copy of partnership Deed (If required)	-do-	
18.	Check list for Technical Specification	-do-	
19.	Check list for compliance of Terms & Conditions of GCC	-do-	
20.	Other schedules provided in the Bid document.	-do-	
21.	Proof of authorized SAP/OA/ MQLBA implementation partner.	-do-	
22.	SEI CMM Level 5 or equivalent certification	-do-	
23.	Corporate body engaged in software development	-do-	
24.	Experience proof of qualify criteria 21 of Clause 14 of Section II	-do-	
25.	Bidder has quoted for all the items mentioned in the Tender.	Yes / No.	

Note: The tenderer may use a separate sheet for this format if the form enclosed with the document is not sufficient.

(Schedule-III)

Check list for Vendors confirmation to NLUJAA's Terms & Conditions

C.1 General Compliance

SL. NO.	ITEM	VENDOR'S CONFIRMATION	DEVIATION (IF ANY)
01	General Terms & Conditions	Agreed/Not agreed	
02	EMX/NSIC/DGS&D Certificate	Submitted/Not submitted	
03	Submission of performance Security Deposit	Agreed/Not agreed	
04	Payment Terms	Agreed/Not agreed	
05	Penalty Clause	Agreed/Not agreed	
06	Price Validity	Agreed/Not agreed	
07	Time Schedule	Agreed/Not agreed	
08	Warranty clause	Agreed/Not agreed	
09	Infrastructure of Guwahati (for Installation and attendance of support calls)	Yes/No	
10	Training and Documentation	Agreed/Not agreed	
11	AMC support for min. 5 years after the expiry of Warranty Period.	Agreed/Not agreed	
12	Credentials with documentary support as per Eligibility Clause. (ISO 9001, SEI CMM Level 5, Turnover, Profitability, Order copies etc. as required)	Submitted/ Not submitted.	
13	Authorized SAP/OA/MQLBA implementation partner/authorized dealer certificate	Submitted/ Not submitted	
14	Original specification sheets for all items	Submitted/Not submitted	
15	Additional software, wherever applicable, to be supplied	Agreed/Not agreed.	
16	Software working environment	Specified/Not specified.	
17	The vendor has quoted for all the items	Yes / No.	
18	Technical viability of the project for software offered by the vendor.	Submitted/ Not submitted.	

Signature with Date Name in Block Letters

Seal of the Company

Note: In case the vendor's confirmation is negative, specific comments are to be filled in the Deviation column. If the space is insufficient, a separate sheet may be enclosed.

**FINANCIAL PROPOSAL FOR IMPLEMENTING THE ERP
SOFTWARE SYSTEM OF NLUJAA'S OPERATIONS ON SAP / OA/
MQLBA**

Bidder's Name & Address:

(ALL PRICES ARE IN INDIAN RUPEES)

A. SAP / OA/ MQLBA and other Software

SL	ERP S/W DESCRIPTION	NO. OF FULLY FUNCTIONAL UNRESTRICTED LICENSES (A)	UNIT RATE (B)	TOTAL (AxB)	TAXES ON TOTAL I	GRAND TOTAL (AXB + C)	TAX BREAKUP
		100					

Note: While quoting, please refer to clause 14.1 in Section III (GCC) regarding the requirements of licensing and of warranty

B. Implementation

THE PROJECT AS DESCRIBED IN THE FUNCTION SCOPE AT APPENDIX I, IS SCHEDULED TO BE COMPLETED IN 10 MONTHS' TIME. MAN-MONTH RATE IN INDIAN RUPEES SHOULD BE MENTIONED IN THE FOLLOWING TABLE TO ARRIVE AT TOTAL COST TO THE PURCHASER ON ACCOUNT OF ERP IMPLEMENTATION.

ITEM	EST. NO. OF MAN MONTHS	BASIC PRICE	TAXES	TOTAL PRICE
SRS PREPARATION	X (NOT APPLICABLE)			
IMPLEMENTATION (INCLUDING GAP ANALYSIS, ACTUAL CONFIGURATION, PROGRAMMING, REPORT GENERATION, ETC. COVERING IMPLEMENTATION IN ITS ENTIRETY, TESTING INCLUDING ACCEPTANCE TESTING)	60*			

- * This is an estimate purely for evaluation purposes. The actual manpower estimate will be done by the vendor after the submission of the SRS and actual man days accepted will be based on discussions between customer and vendor, but the customer will have the final say on the number. However, it will not be lower than the above value. If the vendor does not agree to the final number, the contract will be terminated and payment only up to the SRS stage will be made. The price quoted here will be used to calculate the man-day rate and this rate will be applicable on the accepted man-days and subsequent additions, if any for a period of three years. During implementation, if unforeseen additional functionality is required to be implemented, the number of man-days may be revised upwards based on mutual agreement.

C. Training (for administrators and for users separately)

No.	DESCRIPTION OF TRAINING MODULE	DURATION	COST PER MODULE	NO. OF REPETITIONS OF MODULE	BASIC COST	TAXES	TOTAL COST

D. OTHER ITEMS

No.	ITEM	RATE	QUANTITY	BASIC COST	TAXES	TOTAL COST
2.	DATA MIGRATION COSTS (RATE PER RECORD)		500*			
3.	DATA ENTRY COSTS (RATE PER RECORD)		10,000*			

*estimated. Estimate will be used for evaluation purposes. Payment on actual.

Date: (Signature).....

Place: (Printed Name).....

Note: The tenderer may use a separate sheet for this format if the form enclosed with the document is not sufficient.

(Schedule-V)

Annual Maintenance Contracts

Bidder's Name & Address:

All costs in rupees; costs to include taxes as applicable (taxes are to be shown separately)

Annual maintenance cost after warranty period

Sn	AMC Period beyond Warranty	AMC Charges for 100 Licenses under ALL FUNCTIONAL ERP MODULES	AMC Charges for 100 Licenses under Self Service	AMC for Provision functionality for 1000 Students	Total A+B+C
		(A)	(B)	(C)	
1	1 st Year				
2	2 nd Year				
3	3 rd Year				
4	4 th Year				
5	5 th Year				
	TOTAL->				

Note: The tenderer may use a separate sheet for this format if the form enclosed with the document is not sufficient.

(Schedule-VI)

SERVICE SUPPORT DETAIL FORM

Installation Site.	Nearest Service support Centre (furnish address) Phone No.	FAX No.	Status of office working days & hours.	No. of qualified Engineers	No. of Admn. Staff.	Value of software product implemented in last three years.	Ref. of other client under service during last three years.

NLUJJA

Signature of the Tenderer with Seal

Note: The tenderer may use a separate sheet for this format if the form enclosed with the document is not sufficient.

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT, PAYMENT AND PERFORMANCE

This Guarantee Bond is executed thisday of 20__ by us the (Bank) at P.O. P.S..... Dist..... State

WHEREAS NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY ,ASSAM ,ESTABLISHED by NATIONAL LAW SCHOOL AND JUDICIAL ACADEMY, ASSAM ACT XXV, 2009 (herein after called “the Purchaser”) has placed orders No.....Dt.....(hereinafter called “The Contract) on M/s..... (hereinafter called “The Contractor”) for preparation of SRS AND

WHEREAS the Contractor has agreed to implement an ERP system of at the NLUJAA in terms of the said contract, AND

WHEREAS the NLUJAA has agreed (1) to exempt the contractor from making payment of security, (2) to release 100% payment of the cost of the project as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the NLUJAA a Composite Bank Guarantee of 10% (ten percent) of the contract value in force of the said contract.

NOW THEREFORE in consideration of the NLUJAA having agreed (1) to exempt the contractor from making payment of security (2) releasing 100% payment to the contractor and (3) to exempt from furnishing performance guarantee in terms of the said contract as aforesaid, we, the(Bank) (hereinafter referred to as ‘the Bank’) do hereby undertake to pay to the NLUJAA an amount not exceeding Rs.....(Rupees) against any loss or damage caused to or suffered by or would be caused to or suffered by the NLUJAA by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract.

(2) We (the Bank.....) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NLUJAA stating that the amount claimed is due by way of loss or damage caused to or suffered by the NLUJAA by reason of any breach by the said Contractor of any of the terms or conditions contained in the said contract or by reason of the Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....).

(3) We (the Bank.....) also undertake to pay to the NLUJAA any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / 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 guarantee shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

(4) We (the Bank.....) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be so enforceable till all the dues of the NLUJAA under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Registrar, NLUJAA or his nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

(5) We (the Bank.....) further agree that the NLUJAA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the NLUJAA or any indulgence by the NLUJAA to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

(6) This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and the contractor.

(7) We (the Bank.....) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NLUJAA in writing.

Dated at the day of Two thousand

For
(indicate the name of the Bank)

Witness:

- 1.
- 2.

NOTE FOR TENDERERS: The B.G. is to be furnished in Non-judicial Stamp paper of Rs.50/- as applicable as per Assam Stamp Duty Act. From any Nationalized Bank.

5. We the (indicate the name of Bank) further agree with the NLUJAA that the NLUJAA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Bid or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NLUJAA against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said Contractor (s) or for any forbearance act or omission on the part of the NLUJAA or any indulgence by the NLUJAA to the said Contractor (s) or by any such matter or thing what so ever which under the law relating to sureties should, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank of the Contractor (s).
7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NLUJAA in writing.

Dated the Date of

Witness:-

1.

2.



For
(indicate the name of Bank)

APPENDIX – I

VARIOUS COMPONENTS OF THE NLUJAA SOFTWARE SYSTEM

NLUJAA is interested to have ERP system developed and operational at the earliest possible time. Once product choice is made, tenders will be invited for implementation of the system.

The functional requirement of the university is as follows.

1. Admission Management

- a) Online Registration - Prospective Students register for programs and uploading students' credentials based on which admission management process is triggered.
- b) Merit List - Admission Category wise seats handling, custom rule-based short listing, counseling, documents verification and admission conformation at university level.
- c) Entrance Exam- Handling online or offline entrance exams and generating merit list based on them or integration with CLAT merit list.
- d) Admission Process - Collection of Fees, Assignment of UID, ID card generation at university level.
- e) Admission Cancellation/Transfer- Handling admission cancellations and transfers of students.

2. (A) Course Management

All the course prerequisite transactions shall be done by Course Coordinator before academic and examination section utilizes the system. The list of events to be executed by the Administrator is:

- a) Define courses conducted by the university under different categories. Those are Under-Graduate, Post-Graduate, Professional and diploma courses.
- b) Define course structure or scheme of examination for each of the courses under all the categories.
- c) Define papers included under each of the courses.
- d) Enter details of the papers such as its nomenclature, paper type like Theory or Practical etc.
- e) Enter the marks details for each paper type which includes max, min marks for passing etc.
- f) Define passing, gracing, exemption logic for each course separately. This shall also include various checks such as even and odd semester passing criteria for some of the courses, sports and grace marks etc.
- g) Validation of student's eligibility for taking a particular course.

Any changes in the above listed events should be updated in the system by the administrator or primary user of a particular section in the following cases.

- 1) Modification of existing course by introducing new subject / syllabus / paper. The administrator should be able to attach the new course structure to an existing course conducted by NLUJAA keeping the old structure as valid and its applicability.
- 2) Multiple course structure attached to the same programme.
- 3) Changes in the pattern or duration of programme.

2. (B) Examination Management

Set **Pre-Conduct** Procedure of examination. Check login credentials of Examination Section if OK, allow access to system. Steps to set the process are

- a) Selecting the panel of examiners as per the University Act from the master panel.
- b) Select examiners for paper setting, assessment, evaluation, revaluation, dissertation, practical etc. separately.
- c) Generate seat numbers & print hall tickets, student register & other related reports.

Set **Post-Conduct** procedure of examination. Check login credentials of examination section if OK, allow access to system. Steps to set the process are

- a. Enter the marks from mark input form into the system.
- b. Process the results. System should run the grading and logic engine implicitly to process the results.
- c. The result format changes from course to course. System Administrator should be able to design/modify the format as and when required.
- d. Prepare and print result register, marks card, passing certificates etc.
- e. Provision for revaluation and verification.
- f. Print Provisional degree certificates/ mark sheets as per the request.
- g. Statistical record to be maintained.
- h. List of ranker / topper and awarding for scholarships / medal as per the endowments.
- i. Declaration of result through online by entering candidate's roll number/UID. It should have the provision to link with the University Intranet site and the University website.
- j. Set of convocation procedure and Print convocation certificates for eligible candidates.

3. Student Portal (integrated to University Intranet site) [STUDENT INFORMATION SYSTEM]

- a) Access through student UID & password
- b) Updation of personal information (Residential address, contact details)
- c) Inbox facility
- d) Examination notification and time table
- e) Hall ticket information and hall ticket printing facility available on the portal
- f) View examination result and related analysis
- g) Convocation notification

- h) Request for duplicate documents
- i) Auto reply facility
- j) News on University Sports/ Other activities

4. Library Management System (LMS) / Integration with KOHA

- a) Accessibility of the librarian to the student database
- b) Accessioning and coding using Dewey Decimal Code (DDC) standards
- c) Keep track of all issue, return of books etc.
- d) Keep track of fines etc.
- d) Generate alerts for new arrivals to users through the portal once new books have been entered.
- e) Bar-code based library attendance system

5. University Fee Management and Fee Accounting

- a. Complete automation to fees Management process.
- b. Create university fees structures, manage reminders to CLAT authority, students etc. and reports
- c. Fee collection and submission process and automatic accounting entry in the accounting system
- d. Late fees and fine calculations and management
- e. Provision for management of fee concessions
- f. Due fee reports, collected v/s due month on month fee report
- g. Auto Generation of Fee Receipts and duplicate receipts.

6. Automation of the University Financial Accounting

Presently University is using Tally Financial Accounting Package. The integrated software system should be integrated all the financial transactions to the Tally Financial Accounting Package.

7. University Materials Management / Inventory Management

Complete management of inventory including purchases & sales with work flow management. Various purchases are made by the university with regards to the consumable items, fix asset items. The module should be able to generate dead stock register & number for fixed asset items. Its maintenance history is required to be maintained. Auto alerts to be generated once the stock of the consumable items reaches below reorder level. The system should generate the purchase order, up-to-date stock of items etc.

8. University Payroll management

Management of automated payroll should be processing including Salary Slips. University defined income and deductions heads (graded pay and fix pay structures to be handled). Rule based income tax and PF calculations and option for creating reports and formats. Income tax rule based rebates handling for employees.

9. University Human Recourses Management Modules

- a. Recruitments -Handling employee recruitment process and personnel file management
- b. *Leave and Attendance* - Leave management process with leave rules configuration, leave encashment, online leave approval Workflow.
- c. Attendance tracking and management, integration options with Barcode, card based, and biometric based attendance systems
- d. *Employee Performance* Management - "*Appraisals* - Self / Superiors".
Increments and Incentives handling.
- e. *Resignations / Retirement*.
- f. *Employee Training and Development*.

10. Funded Project Monitoring

The University faculty would be allotted research projects by various Government of India agencies, this module should keep track of all the activities and its progress pertaining to a project. Time to time MIS reports requires to be generated.

11. File & Notes Tracking System

The system should keep track of the movement of files. Automatic alert may be generated for the end users.

12. Asset & Estate Management

University is having wide variety of assets which require periodic maintenance. The system should prepare the maintenance schedule, expenditure incurred for the maintenance. University also develops its infrastructure by way of constructing new buildings, labs etc. through the various funding agencies. The module should keep track of all the activities from the point of tendering to the time completion of the project. Facility like **e-tendering**, work flow definition should form part of this module.

- Addition of Fixed Assets
- Value Addition to existing assets
- Fixed Asset Register
- Allocation/Reallocation of Fixed Assets
- Asset Transfer
- Asset AMC/Insurance Details
- Depreciation Calculation
- Declaration of Scrap/Sale of Assets

13. Hostel and mess management

University would be having a number of hostels for boys as well as girls. This module should cover the automation of various hostel related activities viz. allotment of rooms, vacation, mess facility, payment of hostel fees, penalties, refund of caution money etc.

14. Guest House Management

This module should provide facility of on-line booking request, availability status, billing etc. MIS reports like booking chart, duty allocation schedule etc. requires to be generated.

15. Transport & Fleet Management

System should help to keep track of scheduling of vehicles, routes, driver allotment, reservations, bookings and scheduling of all the official vehicles. System should keep track of vehicle log book, maintenance, insurance etc.

16. Student Alumni

Module should help build online student alumni community and quality communication between the University and its alumni. Portal feature should have discussion forum, exchange etc.

- Maintaining the Alumni Database - Contact Details and Current Work Details
- Mailing facility - Institute to Alumni, Alumni to Alumni & vice versa
- Graffiti Wall
- News / Event Forum
- Search Engine

17. Student Activities /events

This module should keep track of all the students who have participated under various activities like Red Cross/NCC/NSS/Sports. System should be able to generate participation certificate and other related documents. This should also cater in various student welfare schemes like part time job allocation etc. It should also facilitate in getting placement in various legal houses etc. for their projects, jobs etc.

18. Health Centre Module

A detailed medical history is to be maintained for each University student and employee. All medicine stock should be maintained including procurement, stocking, expiry dates and issue, health insurance / ESIC membership etc. in this module. *This medicine stock can be a part of the Central inventory.*

19. Document Management Module

All the University documents viz. exam results, minutes of the various meetings, circulars, orders etc. are to maintained / managed for retrievals. This module can also be used for keeping track of receipt and dispatch of documents.

BID FORM

Date:

To:

NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM
Bholanath Mandir Path, B. K. Kakoti Road,
Near State Bank of India, South Guwahati Branch
Ulubari Guwahati-781007

Ladies and/or Gentlemen,

Having examined the bidding documents, including Addenda Nos. (*insert numbers*), the receipt of which is hereby acknowledged, we, the undersigned, offer to ERP Software Systems in conformity with the said Bidding Documents for the sum of _____ (*Total Bid Amount in Words and Figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, to deliver software with in the stipulated delivery period as mentioned in the Bidding Document.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% (Ten percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 120 days from the date fixed for bid opening under Clause 5 of the General Information to Bidders, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Dated this _____ day of _____ 20 _____ Signature _____

in the capacity of _____ duly authorized to sign
for

and on behalf of

(IN BLOCK LETTERS))

Note: The tenderer may use a separate sheet for this format if the form enclosed with the document is not sufficient.

TECHNICAL DEVIATION STATEMENT FORM

1. The following are the particulars of deviations from the requirements of the tender specifications as mentioned in the technical specification.

Ref. of Specification Table	Requirements in the Bid Document.	NLUJAA's Specification.	Bidder's Specification.	Bidder's justification

The technical specification furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:

Signature and seal of the Tenderer

Note:

1. Where there is no deviation the statement should be returned duly signed with an endorsement indicating 'No Deviations'.
2. The tenderer may use a separate sheet for this deviation if the form enclosed with the document is not sufficient.

COMMERCIAL TERMS & CONDITIONS DEVIATION STATEMENT FORM

1. The following are the particulars of deviations from the requirements in the Bid documents as regards the commercial terms & conditions of the contract.

Ref. of Specification Table	Requirements in the Bid Document.	NLUJAA's Specification.	Bidder's Specification.	Bidder's justification

The requirement indicated under appropriate clauses of the bid document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement subject to acceptance of the purchaser.

Dated:

Signature and seal of the Tenderer

Note:

1. Where there is no deviation the statement should be returned duly signed with an endorsement indicating 'No Deviations'.
2. The tenderer may use a separate sheet for this deviation if the form enclosed with the document is not sufficient.

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