



श्री विश्वकर्मा कौशल विश्वविद्यालय

(हरियाणा सरकार, एक्ट संख्या 25, 2016 के तहत)

**Shri Vishwakarma Skill University, Plot No. - 147,
Sector 44, Gurugram, Haryana**

REQUEST FOR PROPOSAL (RFP)

for

Design, Development, Configuration & Implementation

of

Cloud based Enterprise Resource Planning

ERP System

Tender Reference Number: SVSU/2021ADD/T019

Date : 28.05.2021

1. NOTICE INVITING E-TENDER

Tender Reference Number: SVSU/2021ADD/T019

Shri Vishwakarma Skill University (SVSU) invites e-tender through e-procurement portal of Government of Haryana (<https://etenders.hry.nic.in/>) for the work mentioned in the Table 1. E-tenders are invited from eligible, reputed, qualified organizations having sufficient technical experience and financial capabilities for successfully Design, Development, Configuration & Implementation of Cloud based Enterprise Resource Planning ERP System as detailed out in the scope of work.

Table 1: Detail of the Proposal

Name of the Project	Period of Completion	e-Tender Cost and service fee (Non- Refundable)	Earnest Money Deposit in INR (Refundable)
Design, Development, Configuration & Implementation of Cloud based Enterprise Resource Planning ERP System	Implementation (Estimated) Timeline – 1 Year from date of issuance of work order AMC Support (Operation and Maintenance) – 5 Years post implementation	Rs. 4000/- Plus E Portal Fee	As Per Govt. Norms.

- In the event of e-filing, intending bidders may download the tender documents from the website <https://etenders.hry.nic.in/> directly or from university website www.svsu.ac.in. Necessary cost of tender documents (tender fees), e-service fee and EMD fees has to be paid online on e-tender portal only.
- The Technical Bid and the Financial Bid, duly digitally signed, will need to be submitted in the website <https://etenders.hry.nic.in/>
- Submission of the Bid should be done as per the stated time schedule mentioned in “IMPORTANT DATES & INFORMATIONS” (Table 2) of the RFP.

Table -2 Important Dates & Information's

1.	Tender No. & Date	SVSU/2021ADD/T019
2.	Tender document Fee (tender fee + E-service fee)	Rs. 4000/- Plus E Portal Fee
3.	Earnest Money Deposit	As Per Govt. Norms.
4.	Performance Security	10% of the total contract value
5.	Tender issuing entity	Shri Vishwakarma Skill University (SVSU), Gurugram
6.	Date of uploading of Tender & other Documents (online) (Publishing Date)	28.05.2021
7.	Last date of receipt of queries through mail	31.05.2021
8.	Pre Bid meeting date	03.06.2021
9.	Bid Submission start date (On line)	10.06.2021
10.	Bid and EMD Submission closing date & time (On line)	30.06.2021 at 02:00 PM
11.	Bid opening date & time for Technical Proposals	07.07.2021
12.	Date of Technical Presentation	13.07.2021
13.	Date for opening of Financial Bid	To be notified later.
14.	Place of Bid Submission	Online at https://etenders.hry.nic.in
15.	Address of Communication	Registrar Shri Vishwakarma Skill University, Plot 147, Sector 44, Gurugram Haryana, 0124-2746800, registrar@svsu.ac.in
16.	Contact Phone Numbers and email	Mr. Amit Vashist +91-7015961188 amit.vashist@svsu.ac.in

- Amendments to RFP, if any, would be published on e-procurement website <https://etenders.hry.nic.in> only.
- The Financial Bid of the prospective bidder will be considered only if the Technical Bid is found qualified by the SVSU. The decision of the SVSU will be final and absolute in this respect.

GENERAL INSTRUCTION TO BIDDER FOR E-TENDERING

Instructions / guidelines for electronic submission of the tenders have been annexed for assisting the bidders to participate in e-Tendering.

- **Registration of Bidder:**

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Haryana government e-Procurement System through logging on to <https://etenders.hry.nic.in/>. The Bidder is to click on the link for e-Tendering site as given on the web portal.

- **Digital Signature Certificate (DSC):**

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token. The Bidder can search & download N.I.T. electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

- **Submission of Tenders:**

Tenders are to be submitted online to the website in two folders at a time for each tender (one is Technical Proposal & the other is Financial Proposal) before the prescribed date & time using the Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Shri Vishwakarma Skill University, Haryana shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- The RFP document cost + E-Service Fee +EMD is to be deposited online by the bidder.
- The Bidder should submit a non-refundable tender fee online. The Technical Bid without Tender fee, e-service charge and EMD would be considered as UNRESPONSIVE and will not be accepted.
- The tender fee and e-Service Fee will not be returned/refunded to any Bidder in any circumstances.
- No interest shall be paid on EMD to the bidder for the period of its currency.
- If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.
- The EMD will be returned to unsuccessful Bidders only after the award of Purchase Order. In case of successful Bidder, EMD will be returned after the submission of Performance Bank Guarantee.
- No Proposal will be accepted without valid RFP cost.
- The bidder shall upload the scanned copy of the Authority Letter for use of Digital Signature for submitting the tender on e-portal.

- The bidder shall upload the scanned copy of the Authority Letter to Sign the tender document on behalf of bidder.
- In case, the offer is accepted, but not honoured by the Bidder, the EMD will be forfeited. The EMD will also be forfeited, if wrong information is furnished or any vital information is concealed in the tender document. Apart from it, he will be liable for any other action against him, as may be considered necessary by the Vice-Chancellor.
- Payment of EMD: - The payment of EMD shall be done online on e-tender portal only. The Earnest Money Deposit (EMD) in other form viz., Pay Order/Cheque/DD/BG etc. shall not be accepted.

2. GENERAL CONDITIONS OF RFP

2.1 Eligibility Criteria

The eligibility criteria for the submission of bids are mentioned in Table 3.

Table 3: Eligibility criteria

S. No.	Criteria	Document to be provided
i.	Central/ State Government Organizations or Central/ State PSU's	Certificate/Act of Incorporation.
ii.	The bidder should be in business for minimum 10 years. The bidder must have 5 years of experience in software development/ Implementation.	The documentary proof to be submitted as a purchase order provided by the client.
iii.	Consortium allowed.	Self-Declaration for the consortium.
iv.	Net worth of bidder must be positive and Average Annual Turnover must be 20 crore or above in last three financial years. (Financial Year 2017-18, 2018-19).	Copy of the audited balance sheet of the firms for the previous three financial years indicating the turnover and Net-worth.
v.	Bidders should have experience of implementing University Management System/e-governance/ Learning Management System in at least One Universities/institutes.	The work/purchase order copy & satisfactory performance report from the competent authority/Nodal Officer of the organization where the project was implemented.
vi.	The bid submitting firms/Organizations must not be under a declaration of Ineligibility or black listed with any of the Government/ Public sector organizations, unit or Agencies.	Self-Declaration from Authorized Signatory of the bid submitting firms/Organizations.
vii.	Permanent Account Number and GST Certificate	PAN And GST registration photocopy are to be submitted.

Note: Documental proofs of bidder firm only be considered. Documental proof of Consortium will not be considered.

2.2 Evaluation of Technical Proposals

The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken for only those bidders, who meet with the prescribed minimum qualifying eligibility criteria. The bidders securing minimum

60% marks in technical evaluation shall be considered for opening of financial proposals. The selection process will be based on Quality and Cost based selection (QCBS) – wherein 75% weight-age will be given to the technical proposal and 25% to the financial proposal.

After the technical evaluation is completed, the Shri Vishwakarma Skill University, Haryana shall notify through the university website to bidders whose Proposals did not meet the minimum qualifying technical eligibility criteria/score or bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will not be opened/ downloaded.

The Shri Vishwakarma Skill University, Haryana shall simultaneously notify, in writing to the bidders whose Technical Proposals qualified minimum qualifying technical eligibility criteria/score, indicating the date, time, and location for opening of Financial Proposals.

Table 4: Technical Evaluation Parameter

Sl. No	Technical Parameters – Checklist	Score	Max score
1	Average Annual Turnover only from IT projects executed by the Bidder during the last three (3) financial years (FY 17-18, 18-19 and 19-20)		10
	>= INR 100 Crores	10	
	>= INR 50 Crores and < INR 100 Crores	8	
	>= INR 20 Crores and < INR 50 Crores	4	
2	University Management System/e-governance/ Learning Management System implemented in five or more Indian University/institute	10	10
	University Management System/e-governance/ Learning Management System implemented in four Indian University/institute	9	
	University Management System/e-governance/ Learning Management System implemented in three Indian University/institute	8	
	University Management System/e-governance/ Learning Management System implemented in two Indian University/institute	7	
	University Management System/e-governance/ Learning Management System implemented in one Indian University/institute	6	
3	Employee strength of the Bidder/organization: No. of employees employed in software design, development, implementation, testing, service and support (Bidder will submit the self-declaration in this respect).		5
	> = 300	5	
	> = 200 and < 300	4	
	> 100 and < 200	3	
	< = 100	2	
4	Total No. of student, in one University / institutions including affiliation, where the solution has been implemented.		10
	> = 50,000 student Users	10	

	> = 20,000 student Users and < 50,000 student	8	
	> = 10,000 student Users and < 20,000 student	6	
5	ISO/IEC certificate for software standards		5
	27001, 20001, 9001	5	
	27001, 20001	3	
	27001, 9001	3	
	27001	2	
6	CMMi level Certification of the Bidder:		5
	Level 5	5	
	Level 4	3	
	Level 3	2	
7	Experience in Cloud hosted University Management System/e-governance/ Learning Management System Implemented		5
	Cloud Hosting Plan - Cloud Service (IAAS, PAAS, SAAS), Components, Database, Security features, Hardware requirement (in case of IAAS)	1	
	Estimation of Security requirements (Cloud Server and Application)	2	
	Scalability - Easy start-up with a minimum number of users. Flexible enough to increase number of users whenever required.	1	
	Automatic software upgrades, regular data backup and 99.9% uptime with a supreme Disaster Recovery plan	1	
8	Capability to develop mobile applications for ERP system		5
	IOS and Android App for University Management	1	
	IOS and Android App for University Faculty and Staff	1	
	IOS and Android App for Students	1	
	IOS and Android App for Vendors	1	
	IOS and Android App for Student's Parent	1	
9	Application module availability in bilingual (Hindi- English)		5
	ERP – University Portal	1	
	ERP – Vendor Portal	1	
	ERP – Student's Portal	1	
	Mobile Android App	1	

	Mobile IOS App	1	
10	Experience in implementation of Skill Assessment and Certification solution.	5	5
11	ERP system compatible as per guidelines of visually impaired persons	5	5
12	<p>Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in this RFP.</p> <p>For each module, clear mentioning of</p> <ul style="list-style-type: none"> • List of Deliverables • Milestone and timeline 	10	30
	<p>Proposed Project Plan detailing out dependencies and assumptions with action plan.</p> <ul style="list-style-type: none"> - Data Migration of Legacy data - Integration plan with existing system and Third-Party Solution - Operation and Maintenance Plan - Change Management plan - Training and Capacity Building plan - Cutover and Go-Live Plan 	10	
	<p>Technical presentation by the bidder on approach and Methodology (focusing on educational ERP), DEMO (working prototype), Graphical User Interface (GUI), Security Features, disaster recovery provision, AI integration, Data Flow and synchronization, frequency of backup in external drive, Detail report and summary report/Management report, System performance time etc.)</p> <ul style="list-style-type: none"> - Overall Solution Architecture - System Implementation Plan - Testing Plan - Risk Identification and proposed mitigation plan 	10	

Note: For point No. 7-11, evaluation will be based on the mentioned parameter of detailed presentation of one of the best University Management System/e-governance/ Learning Management System implemented by the bidder.

2.3 Financial Proposal

To be submitted online on portal.

2.4 Combined Bid evaluation

A bidder will be selected under the Quality cum Cost Based System method (QCBS) with weightages of 75:25 (75% for technical proposal and 25% for financial proposal) and as per procedures described in this RFP. The combined score shall be obtained by weighing the technical and financial scores in the ratio of 75:25 and adding them up. On the basis of combined weighted score for technical and financial, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest combined score in evaluation will be ranked as H1 followed by the proposals securing lesser marks as H2, H3, etc. The bidder securing the highest combined marks will be considered for award of the contract.

Overall Score (OS) of a bidder will be his Technical Score (TS) plus his Financial Score (FS) and will be evaluated as under:

$$OS = \text{Technical Score (TS)} + \text{Financial Score (FS)}$$

A maximum of 100 marks will be allocated for the Technical Bid. Technical bid will be evaluated as per the technical bid evaluation table shown in Table 5 with this RFP. Technical Score of a bidder will be evaluated as under:

$$TS = TBV \times 75/100$$

Where **TBV** stands for Technical Bid Value of a bidder.

Financial bid will be evaluated as under:

$$FS = LFBV / FBV \times 25/100$$

Where **LFBV** stands for Lowest Financial Bid Value and **FBV** stands for Financial Bid Value of the concerned bidder.

EXAMPLE:

As an example, the following procedure will be followed. The minimum qualifying marks for technical qualifications is 60 and the weightage of the technical bids and financial bids is kept as 75:25. Assuming that in response to the RFP, 3 proposals, A, B & C are received. The technical evaluation committee awards them 75, 80, and 90 marks respectively out of 100 marks. All the 3 proposals are, therefore, found technically suitable and their financial proposals will be opened after notifying the date and time of bid opening to the successful participants. Assuming that the evaluation committee examines the financial proposals and the quoted total bid values are as under:

Proposal	Financial Bid Value (FBV)
A	Rs. 120/-
B	Rs. 100/-
C	Rs. 110/-

Using the formula **LFBV/ FBV**, where LFBV stands for Lowest Financial Bid Value and FBV stands for Financial Bid Value, the committee will give them the following points for financial proposals:

A	:	$(100 / 120) \times 100$	=	83 points
B	:	$(100 / 100) \times 100$	=	100 points

$$C : (100 / 110) \times 100 = 91 \text{ points}$$

In the combined evaluation, thereafter, the evaluation committee will calculate the combined technical and financial score as under:

$$\text{OS} = \text{Technical Score (TS)} + \text{Financial Score (FS)}$$

$$\text{Proposal A} : 75 \times 0.75 + 83 \times 0.25 = 77 \text{ points}$$

$$\text{Proposal B} : 80 \times 0.75 + 100 \times 0.25 = 85 \text{ points}$$

$$\text{Proposal C} : 90 \times 0.75 + 91 \times 0.25 = 90.25 \text{ points}$$

The three proposals in the combined technical and financial evaluation will be ranked as under:

$$\text{Proposal A} : 77 \text{ points} : \text{H3}$$

$$\text{Proposal B} : 85 \text{ points} : \text{H2}$$

$$\text{Proposal C} : 90.25 \text{ points} : \text{H1}$$

Proposal C at the total bid value of Rs. 110/- will, therefore, declared as **winner** and recommended for negotiations/approval, to the competent authority.

In the event of a tie in the final scores, the Bidder having the lower financial quote amongst the two would be given preference.

3. Terms of Reference

3.2 Introduction to SVSU

The Government of Haryana passed an Act 25 of 2016 to establish and incorporate a Skill University in the State to facilitate and promote skill, entrepreneurship development, skill based education and research in the emerging areas of various sectors and to raise skill level in various fields related to these areas and for matters connected therewith or incidental thereto.

The University, as a strategy, will pursue the dual vocational education model where the selected students will be offered to pursue their higher education in an integrated work and study model. The entire work study will be designed in line with the requirements of the National Skill Qualification Framework (NSQF). The selected candidates will serve in industry integrated program across different locations of the State with flexible timings aligned to the requirements of the classes.

SVSU aims to design skill/ career development programs from certificate level to doctorate level spanning entire canvas of skill education. To promote educational equity and inclusion, trainees from all walks of life and different abilities will be free to take up education with the university. University shall have an in-campus vocational school acting as its Feeder. In the interregnum students from other schools and institutions shall be admitted in its programs.

University shall nurture budding entrepreneurs by providing career guidance and mentoring. It shall establish incubation centres in campus and in industrial clusters on hub and spoke model. SVSU's Palwal campus shall function as a hub of all programs and shall offer affiliation to institutions desirous of partnering in programs as spokes.

3.3 Scope of Work

The scope of work for the bidder for the project is broadly segregated under the following:

- Design, Development, Deployment (Cloud hosting for five years) and maintenance of ERP system.
- 100% Web (Internet / Intranet) enabled Web Based ERP deployed on a Cloud Platform.
- Support up to 30,000 concurrent users and have provision for dynamic configuration upto 1,00,000 users.
- Provisioning of dashboard with DNS & DNS hosting for ERP system.
- Operation and Maintenance of the Application Software on the Cloud Infrastructure provided by the bidder.
- Training of SVSU Employees.
- Customization and Enhancement of the functionality in the modules as per SVSU requirements during the contract period.

3.2.1 Broad Scope of ERP Software

The broad scope of ERP to be design and develop will be as per these functional requirements prepared in terms of various modules required at SVSU. For single point control and management, the Institute requires integrated system. List of modules are as under

M1. Administration Management

User Access Roles and Rights, Statuary Bodies (i.e. University Court, Executive Council, Skill Council, Planning Board, Finance committee, Central Purchase Committee, Board of Studies etc.) Departmental Offices and services, Establishment/Human Resource Management, GPF/Pension Management, Transportation Management, RTI Management, Visitors

Management, Employee communication system, e-Calendar and Notice Board, Grievances, Mobile Applications, Court-Case Management, etc.

M2. Academic/Student Management System

CRM (Student Mobilization), Student Login Module, Admission Module (Pre & Post Admission), Academic Management at the university campus and over the affiliation domain, Faculty academic login module, Staff/Employee self-service portal, Learning Management System, OJT Management Module, and Parent login, Short Term Programs/Courses, etc.

M3. University Examination

Examination Calendar, Examination Registration, Admit Card Generation, Question Paper Creation, Examination Conduct, Post examination processes, Evaluation, Result declaration, Transcript/ DMC/ Degree Generation, Online AI Based Proctored Exam Module, Alumni Management, Paperless Evaluation/ on-screen evaluation, Credit Bank, Convocation Management Module etc.

M4. Skill Assessment Module

Short Term Programs (STP) Assessment Management, Inspection Agencies Empanelment, Training Centers Continuous monitoring, Schemes Definition, Batch Registration, Empanelment of Assessment Bodies/Assessors, Auto/Manual Assignment of Batch to Assessment Bodies/Assessors, Batch Assessment Results entry/uploading by Assessment Bodies/ Assessors, Results Checking and Approval by SVSU, Certification, Auto Performa invoice Generation of Assessor/Assessment Body, Assessment Body Bill Submission, processing, payment and Certification, Web Portal for Assessors, Audit of Assessors Performance, Training of Assessors (ToA) etc.

M5. Accounting & Finance

Budget Management, Audit Management, Finance and Account Management, Purchase Management, Store and Inventory Management, Vendor Management Platform, On-line payment gateway Integration for all financial transactions, etc.

M6. Library Management System

Processing of Books and Journals, Procurement of books and journals, Indexing and cataloguing, E-Library and E-resources like e-books, e-journals etc., book bank facility, Stock checking & Verification, Daily/ monthly transaction report, Annual report in order of accession number, member I-card, Student I-card, Due books, fine management for students, Integration with Learning Management system/classroom learning/blended learning, etc.

M7. Estate Management

Classroom, Labs and Administrative building assets, Lawns, Central facilities and Security, Fire and Health services areas, Hostel Management, Mess and Canteen Management, Residences, Guest House and Transit Accommodation Management, Stadium & sports, Health Centre Management, Auditorium Management, Shopping Complex Management, Project Management, Equipment Maintenance, Complaint Management (IT-Cell, Estate, etc.), etc.

M8. Internal Quality Assurance Cell (IQAC)

The system must have the capability to fetch the data according to the various documents required for IQAC. This module may consist of following activity:

360 Degree Feedback, Capacity Building, Research & PhD, Entrepreneurship, Publications, Internal Review, Consultancy, Marketing, Quality and Assurance, Compliance Management (as per AICTE, UGC, NBA etc.), etc.

M9. International Collaboration

National and International Partnership/ Collaboration, Intra and Inter University Credit Transfer System Management, International Students management, Student/ Faculty Exchange Management, including R&D and IPR management etc.

M10. Skill School Management

The university also runs a feeder school in its campus for which School Management System has to be developed. In this module, all school related activities are like class management, Class timetable, student's attendance, admission, pre-examination, post-examination etc.

M11. Training, Placement & Industry Integration

Training and Placement Management, Industry Integration Section, etc.

M12. Affiliation Portal module

College Affiliation Process and Registration, College Details, Students Data, University Notifications, Affiliation Record and related financial and operational data, Re-accreditation Process, Appeal Process, Conditional Accreditation to Final Accreditation Process, Continuous Monitoring Process, etc.

M13. Students Activity module

Sports Activity across the affiliation domain of the university, Cultural Program, Student welfare activities, Student clubs, Office of DSW, NSS, NCC, etc.

M14. Website, mobile app development & Management

This module should provide the access to the ERP services on all EPD with mobile application and website portal without access to following modules:

University Website Development, University Feeder School Website Development, and mobile app development for the followings:

Student Management System, Examination and Skill Assessment, Library Management System, Internal Quality Assurance Cell (IQAC) module, Training, Placement & Industry Integration module, Students Activity module, Employee records (e.g. Leave status, Salary details etc.), etc.

Note: Complete details of information that is to be accessible on Mobile Application will be finalized during requirement gathering with the concerned departments.

M15. Integration of Virtual Classroom/meeting/webinar platform.

This module required Integration of a platform for conducting online classes, meetings, conferences etc. for various population sizes and number of simultaneous instances will be as per the actual requirements with all necessary features including High-definition audio and video conferencing, Secure live streaming, Server-side and local recording, Advanced interactive whiteboard, Advanced collaboration and moderation, Live screen sharing, Polls and surveys, Discussion Forum, Interoperability, Security and Privacy preservation capability (Encrypted Communication and Password protected, Meeting locking facility etc.), Real-Time Private and Group Chat, Change your background capability, Mute your audio and turn off your

camera by default and controlled by Organizer, Short keys to various functions, Screen capturing capability, Content sharing, etc.

16. Any other function of the University not covered above

Note:

1. Development has to be done in 3 phases. Phases of all modules will be decided by SVSU at the time of requirement gathering.
2. Integration with any module of SVSU with the ERP will be part of scope of work to the bidder. (if any)
3. SMS, E-mail, payment integration etc. all other required services will be part of scope work to the bidder and should be integrated with all modules wherever required.
4. Provision of drill down based dashboards and MIS reports is part of scope of work.
5. The bidder has to provide the necessary Hardware and Software to ensure the deployment and installation of local storage servers at the university campus and working credentials must be shared with authorised person of SVSU.
6. The above list of modules is broad and tentative. However, more modules may be identified and implemented in due course of design and development of the ERP system.
7. The details of each module will be identified and finalized during requirement gathering and SRS with the concerned departments of SVSU.
8. The ERP must be compatible with major popular web browsers- Microsoft Edge, Firefox, Chrome, Safari, Opera etc.
9. Inbuilt support for RFID technology, Biometric for Attendance Monitoring.
10. All activities must be based on single login per user.
11. Standard format file used for bulk data migration (uploading / downloading), like Excel, CSV etc.
12. System should be available 24×7.
13. Technical Help Manual of all modules of the system must be available ONLINE in the system. Every option in the software/module should have context sensitive help available for the user while the software is in use.
14. The complete ERP source code (in all aspects) and any contents related to source code e.g. SRS, ERP design documents, functional documents, students' data etc must be handed over to the University as and when required by the University in desired format/form.
15. The proposed implementation of the ERP of the designated work shall be based on Managed Service Model (MSM) for the entire period of the project.

4. Service Request Prioritization Approach

4.1 Resource Deployment

The bidder will ensure to deploy required technical team (including Project Manager, Technical Architect, Programmers, database Administrators, DEO's etc.) at SVSU for the smooth implementation of project. The member of technical staff may be increased or decreased as per requirement.

4.2 Confidentiality

- a) The Bidder shall not use Confidential Information, the name or the logo of SVSU except for the purposes of providing the Service as specified under this contract;
- b) The Bidder may only disclose Confidential Information in the following circumstances:
 - with the prior written consent of SVSU;
 - to a member of the Bidder's Team ("Authorized Person") if the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of SVSU.

- c) The Bidder shall notify SVSU promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of SVSU.
- d) The Bidder shall be liable to fully recompensate SVSU for any loss of revenue arising from breach of confidentiality. SVSU reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

4.3 Database Administration and Management

Bidder must ensure regular backups for all databases in accordance with the backup and archive policies and recovery whenever required with appropriate permissions. Testing of backup media should be undertaken from time to time to ensure availability of data. Management of database upgrade or patch upgrade as and when required with minimal downtime. Performance monitoring and tuning of the databases on a regular basis including preventive maintenance of the database as required. Report backup status on a regular basis and ensure prompt problem resolution in case of failures in the backup processes.

4.4 Backup Storage Server

Bidders must ensure the backup of ERP services and data on a daily basis at Local Storage server that is to be installed at university campus. The required storage server will be provided by the bidder, wherein civil work, racks, AC will be provided by the SVSU.

Bidders must also ensure the backup of ERP services and data on the external Hard drive on a particular interval of time (weekly basis).

4.5 Audit

Upon successful implementation and prior to the Go Live, SVSU shall undertake testing and certification of the Software by any CERT-in empaneled security auditor. Bidder will be required to provide necessary support to the certification agency and carry out necessary updates to the system to meet the compliance requirements.

4.6 Operation & Maintenance

Operation and maintenance wherever referred in this document includes "comprehensive onsite trouble shooting support" with total responsibility to guarantee uptime as per SLA as mentioned in clause 4.10.5

The scope also includes but is not limited to provision to the update of new releases, patches, versions of software including middleware, firmware, RDBMS, testing tools and bug

correction.

4.7 Maintenance Support

The bidder will provide the Operations and Support Team for Maintenance support phase, for supporting the ERP solution. Bidder should propose appropriate manpower to cover activities. The support shall include technical expertise, process implementation, policies compliance, governance and reporting.

The bidder Support Team shall provide below mentioned services:

- The bidder must provide the necessary API and integrate the application/ERP with the other ERPs running in the university (if any) without any additional cost.
- Physical Onsite helpdesk to support and facilitate resolution of Incidents and Problems.
- The bidder will deploy a team providing support for both functional as well as technical issues. The functional and technical issues in the implemented system resulting in disruption of day to day activities of end users shall be referred to as 'Incidents'. These incidents shall be assigned a 'priority' which will be on the basis of the urgency/criticality and impact on SVSU's business.
- The bidder shall provide and implement from time to time the Updates/New releases/New versions of the software and operating systems as required. The bidder shall provide updates & patches of the ERP software and tools to SVSU as and when released without any additional cost to SVSU
- The nature of support would be 24 ×7. The normal technical support hours would be 09:00 AM to 6:00 PM from Monday to Saturday every week. However, after that time and on Sunday (24 ×7 hrs), the nature of support would be on On-Call basis only for critical high priority incidents. For On-Call support, bidder shall nominate team and details of this team should be available to SVSU.
- If the system is inaccessible, the bidder has to work 24×7 till system availability.
- Any change in resource should be intimated at least 2 weeks in advance. SVSU would conduct formal interview before deployment of resources after stabilization period and/or during change of resource due to any reason after initial deployment.
- The onsite and offsite functional/technical support team shall be bound by a predefined service level agreement (SLA) designed around priority and criticality of reported incidents.
- Bidder would deploy its support resources along with required logistics like Laptop, Mobile, Data Card, External Hard Disk etc. for onsite working and support.
- The scope of work during functional and technical support shall entail the following:
 - Providing complete resolution to all incidents reported by the end user at SVSU while adhering to the SLA's as mentioned in clause 4.10.5
 - Complete configuration requests, development requests, testing tasks as and when required.
 - Tuning of ERP, databases, third party software, integration and any other

components provided as part of the business solution.

- Apply updates & patches of software infrastructure of SVSU associated with ERP project as and when released.
- Technical updates of the installation to the new version, as and when required. bidder shall incorporate technological changes, and provide enhancements as per the requests made by SVSU. bidder shall perform minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the application.

4.8 Application Security

- The system must have and provide end-to-end security solution to protect the ERP applications, all levels of services, complete operational and user data and integrity of the infrastructure from every type of malicious attacks DOS and DDS or theft from all external (through internet) hackers.
- Using Firewalls and Intrusion Detection Systems such attacks and theft should be prevented, controlled and well suppressed (as implemented) on the basis of well-defined security policy.
- The security implementation shall cover all three layers namely physical, network and primary & secondary storage layers.
- The bidder shall deploy the application only after it has cleared security audit and the same is certified by Third Party Auditor as per the latest International Standards. Any module added or changed shall also have to be audited further.
 - Tool-based Static Analysis (Source Code scanning) of code for critical applications
 - Black-box scanning of applications for vulnerabilities and their subsequent patching
- System should have proper authorization mechanism in place to give only the designated users viewing or changing permissions with complete audit trail of the same maintained as a system Log.
- System should have the ability to perform password management functions including controlled password expirations, minimum password length and enforcement of alphanumeric password standards, password history logging and user locking for failed login attempts.
- Should maintain an audit trail of all the transactions and all entries into the system

Note: Please note that the project scope mentioned here are indicative in nature and may vary/change depending upon the situation and requirement from SVSU.

4.9 Project Timeline & Payment Schedule

Table 5: Project Timeline

S. No.	Project Activity	Timelines in Months (from Signing of Contract)
1	Project Kick Off	T
2	GAP ANALYSIS & Requirement Gathering	T + 2
3	Completion of Phase I	T + 6
4	Completion of Phase II	T + 9
5	Completion of Phase III	T + 12
6	Operations & Maintenance	5 years after implementation (The contract may be extended up to another 3 + 3 year as per the requirement of the project depending upon work performance of the bidder and on mutually agreed terms)

The timelines are indicative. Bidders may suggest deliverable timelines as per their methodology by keeping overall Go live timeline within T+12 Months.

Note:

- Bidder will provide copy of bill/invoice/other proof of any purchase of software and hardware licenses required for ERP development.
- The Template of all the documents needs to be pre-approved by SVSU
- Delay in any deliverables would lead to the violation of SLA as mentioned in clause 4.10.5 in this document
- Weekly Project Progress reports to be submitted in an approved format

Table 6: Payment Schedule

Details	Submission Timelines	Payment Milestone
1.	On successful completion and deployment of Phase I	40 % of development and deployment cost (inclusive of cloud cost for first year)
2	On successful completion of Phase 2	30 % of development and deployment cost
3.	After successful running of ERP for six months after deployment of the complete solution	30 % of development and deployment cost
4.	The cloud charges payable annually in advance	Paid annually

5.	The AMC is payable quarterly on equated instalment during operations and maintenance	Paid Quarterly in equal Instalments
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4.10 Service Level Agreement

The key service level requirements for the ERP system availability, which need to be ensured by the bidder during the operations and maintenance support period. All complaints shall be lodged with the service desk, which will allot ticket number for each complaint indicating location, function, time of registration and severity of the complaint. Centrally managed web-based ticketing tool for lodging the complaints will be provided by bidder, as a part of the facilities.

Service Level Agreement (SLA) shall become the part of contract between SVSU and the successful bidder. The successful bidder has to comply with Service Levels requirements to ensure adherence to quality and availability of services, throughout the period of this. The successful bidder has to supply appropriate software/hardware/ automated tools as may be required to monitor and submit reports of all the SLAs mentioned in this section.

4.10.1 Measurement of SLA

The performance of the bidder in terms of SLA compliance will be measured as per the following:

- The performance of the support shall be tracked on a quarterly basis as per the SLA service levels detailed in this section.
- In case of slip in SLA percentage or service levels for any category of incidents for any quarter, the bidder shall be subjected to penalty as defined in table 9 of this tender document.
- In case of low performance (more than two failure / unattended call in a quarter) of the maintenance & support in terms of meeting the defined SLAs, SVSU at its own discretion may consider termination of the support contract.
- The bidder would be required to perform reporting for operational maintenance and support activities on a monthly basis. Evaluation of the performance will be conducted on a quarterly basis by SVSU.

4.10.2 Incident Support SLAs

Incident Level	Minimum Service Level
Critical	99.99%
Major	99.50%
Minor	98.00%

In the event of SVSU users not defining the severity for incident, the bidder team will analyse the problem and will set appropriate severity to the problem. In case the bidder support team does not agree with severity defined by SVSU user then all such disagreements will be discussed with SVSU. In such cases, decision of SVSU shall be final.

In addition, the bidder needs to provide the following expected SLA levels for:

Measurement	Service Level
Notifying users in advance for all known planned maintenance schedules	100%
Provide SLA compliance reports, monitoring and maintenance related reports	100%

4.10.3 Application Availability SLAs

Below is the indicative list of availability SLAs for ERP solution, bidder needs to enhance/extend this list.

Domain	Minimum Service Level
ERP Solution Availability	99.99%
Backup	100% for Offline

Application availability is defined as: $\{(Scheduled\ operation\ time - Application\ downtime) / (scheduled\ operation\ time)\} * 100\%$

where:

- “Scheduled operation time” means the scheduled operating hours of the Application for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- “Application downtime” subject to the SLA, means accumulated time during which the Application is not available to the SVSU’s users or customers due to in-scope system or infrastructure failure, and measured from the time SVSU and/or its personnel log call with the bidder help desk of the failure or the failure is known to the bidder from the availability measurement tools to the time when the Application is returned to proper operation (Downtime due to non-availability of the internet should be excluded from the SLAs).
- Uptime will be computed based on availability of the applications to the SVSU’s users irrespective of availability of servers either individual servers/clusters. Also, noncompliance with performance parameters and system / service degradation will be considered for downtime calculation.
- Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenure of the Contract.

4.10.4 Severity Classification

Table 7: Severity Table

IR Classification	Description	Response Time	Resolution Time
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Critical (P1)	System degradation that slows down operations. Problem affecting production systems, demanding immediate attention. Customer or IT service has been affected. Business risk is moderate to low. SLA 99.99%	10 Minutes	60 Minutes
Major (P2)	Other problems with no business impact. SLA 99.5%. Shall include components from production infrastructure whose have failed however operations is not impacted.	30 Minutes	120 Minutes
Minor (P3)	Other problems with no business impact. SLA 98%	240 Minutes	2 Days

4.10.5 Maintenance of SLAs

- The bidder would implement a system to measure the SLAs as defined in this RFP. This system will be audited by SVSU. Any variation between actual real time performance and real values may lead to deduction of quarterly payment as mentioned in the Table 8 i.e. (Penalty Calculation Table).
- The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. All such required tools should be provided by the successful bidder. SVSU will have the authority to audit these tools for accuracy and reliability.

Table 8: Penalty Calculation Table

#	Parameter	Target	Basis	Penalty
1. Application Performance				
1.1	ERP application Availability	Minimum 99.99% up time	Per occurrence/ Qtr	0.75 % of the quarterly payment of AMC (each) will be deducted in case of deviations more than 2 occurrence in a quarter.
1.2	MIS System Availability	Minimum 99% up time	Per occurrence/Qtr	0.50 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.

1.3	Maximum time for Menu Navigation, Window/ Screen Opening, Screen Navigation (Average)	Minimum 3 sec	Per occurrence/Qtr	0.25 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
1.4	Reports Generation Response Time (Alerts/ MIS/Logs etc.)	<ul style="list-style-type: none"> • Simple query -<5 Secs. • Complex query-<30 secs 	Per occurrence/ Qtr.	0.25 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
2. Manpower Deployment in Help Desk				
2.1	Deployment of resources	Minimum 99% deployment of resources	Per Occurrence/Qtr	0.50 % of the quarterly payment of AMC will be deducted in case of more than 2 occurrence in a quarter
3. Technical Support, Trouble Ticketing & Issue Resolution				
3.3	Critical Issue (P1) (that impacts more than one production services & higher management call)	<ul style="list-style-type: none"> • Response Time = 10 minutes • Resolution Time = 60 minutes 	Per Occurrence	0.75 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
3.4	Medium Level Issue (P2) (that does not impact production services)	<ul style="list-style-type: none"> • Response Time = 30 minutes • Resolution Time= 120 minutes 	Per Occurrence	0.50 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
3.5	Low level Issue (P3) (upgrade, shifting and preventive maintenance of non- production items)	<ul style="list-style-type: none"> • Response Time = 240 minutes • Resolution Time= 2 days 	Per Occurrence	0.25 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
4. Change Request Management				

4.1	Impact Analysis & Report of CR	Within 3 days	No. days	0.25 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
4.2	Modification in existing forms & reports (on approval of Change Request by CCB)	Form level change – <ul style="list-style-type: none"> • 1 to 5 fields = 5 day • 5 to 10 fields = 10 days • More than 10 fields = 15 days Report level change <ul style="list-style-type: none"> • 1 to 5 fields = 5 days • 5 to 10 fields = 10 days • More than 10 fields = 15 days 	No. days	0.25 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
4.3	Development of new forms & reports (on approval of Change Request by CCB)	Form level change <ul style="list-style-type: none"> • 1 to 5 fields = 7 days • 5 to 10 fields = 12 days • More than 10 fields = 17 days Report level change <ul style="list-style-type: none"> • 1 to 5 fields = 7 days • 5 to 10 fields = 12 days 	No. days	0.25 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
4.4	Change in Workflow (On approval of CR by CCB)	Within 5 days	No. days	0.50 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
4.5	UAT defects fixing	Within 3 days	No. of days	0.75 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.

4.6	Security Audit Report (NC to be closed)	Within 3 days	No. of days	0.50 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.
4.7	Deployment of CR outflow clearance	Within 2 days	No. of days	0.25 % of the quarterly payment of AMC will be deducted in case of deviations more than 2 occurrence in a quarter.

Note:

- **The total penalty amount shall not exceed 10% of the total project cost.**
- **Number of days mentioned here is the number of working days not the calendar days**

5. Other Terms and Conditions

5.1 Forfeiture of EMD/ BG

EMD/ BG made by bidder may be forfeited under the following conditions:

- During the evaluation process, if a bidder indulges in any such activity as would jeopardize the process, the decision of SVSU regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- If bidder violates any of the provisions of the terms and conditions of the proposal.
- In the case of a successful bidder, if bidder fails to:
 - Accept the work order along with the terms and conditions.
 - Furnish performance security.
 - Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - Submitting false/misleading information/ declaration/ documents/ proof/etc.

The decision of SVSU regarding forfeiture of EMD/ BG shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD/ BG even the bidder will be deferred from participating in any job for future projects.

5.2 Performance Bank Guarantee (PBG)

- 5.2.1 Performance Bank Guarantee is mandatory.
- 5.2.2 Successful bidders should submit performance guarantees as prescribed above to be received in the office of Registrar on or before 21 days from the date of Signing of contract. The performance bank guarantee to be furnished in the form of Bank Guarantee for an amount covering 10% of the purchase/work order value.
- 5.2.3 The Performance Bank Guarantee should be established in favour of Shri Vishwakarma Skill University,” through any Bank situated at Gurugram or outstation with a clause to enforce the same on their local branch at Gurugram. Performance Bank Guarantee shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
- 5.2.4 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 5.2.5 The performance bank guarantee shall be kept valid during the period of contract.
- 5.2.6 If there is extension of contract, then the performance security is required to be submitted before the extension.

5.3 Liquidated Damage

The job includes the supply and installation of application software mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage will be imposed on the bidder for sum equivalent to 0.5% of the contract value for each week or part thereof, subject to a ceiling of 10% of the total contract value but not exceeding the value of the payments made to the bidder (including all taxes & duties and other charges). If the Liquidated Damage exceeds 10% of the order value, SVSU reserves the right to terminate the contract and SVSU will get the job completed by any other competent party. The difference of cost incurred by SVSU will be recovered from the PBG deposited by the successful bidder.

Note: It is mentioned that both, penalty clauses No. 4.10.5 and 5.4 and liquidity clause No. – 5.3 can also be imposed simultaneously.

5.4 Penalty

It should be noted that suitable penalty, mentioned under Penalties (Table 8) of this RFP would be charged to the bidder in case of delay from their end and would be finalized in the contract.

5.5 Suspension of Work

SVSU shall have the power at any time and from time to time by notice to the bidder to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the bidder shall forthwith suspend further progress of the work until further notice from SVSU. The bidder shall recommence work immediately after receiving a notice to do so from SVSU. The whole or any part of the time lost for such delay or suspension shall, if SVSU in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

5.6 Liability

In case of a default on bidder's part or other liability, SVSU shall be entitled to recover damages from the bidder. In each such instance, regardless of the basis on which SVSU is entitled to claim damages from the bidder (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), bidder shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Bidder's negligence.
- As to any other actual damage arising in any situation involving non-performance by bidder pursuant to or in any way related to the subject of this Agreement, the charge paid by SVSU for the individual product or Service that is the subject of the Claim. However, the bidder shall not be liable for any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.

5.7 Patents & Copyright

If a third party claims that a product delivered by the bidder to SVSU under this tender, infringes that party's patent or copyright, the bidder shall defend SVSU against that claim at bidder's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the bidder.

5.8 Intellectual Property Rights (IPR)

All necessary hardware, software, Source Code & object code of the software, Database generated, Design Document, All Requirement Specification, Hardware Sizing Documents, Test Plan, Test Data, Test Cases, licenses, cloud services etc. Intellectual Property Rights (IPR) will be in the name of the SVSU. SVSU shall have the sole proprietary rights over them.

5.9 Governing Laws

Any disputes arising out of or in connection with this Contract shall be submitted to arbitration to a sole arbitrator, if attempts at settlement by negotiations and/or conciliation have failed. Selection of arbitrator shall be made by mutual consultation. The arbitrator shall give its award on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute. The venue of arbitration shall be at Gurugram, Haryana in India. The arbitration shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time. In any arbitration proceeding hereunder:

- i. The English language shall be the official language for all purposes; and
- ii. The decision of the sole arbitrator shall be final and binding and shall be enforceable in court of competent jurisdiction in Gurugram and the parties hereby waive any objections to or claims of immunity in respect of such enforcement.

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Gurugram, Haryana shall have exclusive jurisdiction in all matters arising under the contract. The Bidder shall keep himself fully informed of all current national, state and municipal law and ordinances. The Bidder shall at their own expense, obtain all necessary permits and licenses and pay all fees and taxes required by law. These will be bidder's entire obligation regarding any claim of infringement.

5.10 Bankruptcy

If the bidder becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, SVSU shall be at liberty to terminate the engagement forthwith without any notice in writing to the bidder or to the liquidator or receiver or to any person in whom the bidder may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by SVSU.

5.11 Force Majeure

It is hereby defined as any cause, which is beyond the control of the bidder or SVSU as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.

- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfil its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall.

- Constitute a default or breach of the contract.
- Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

5.12 Corrupt or Fraudulent Practices

The SVSU requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force.

The SVSU will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

The SVSU will declare a Bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

5.13 Binding Clause

All decisions taken by the SVSU regarding the processing of this tender and award of contract shall be final and binding on bidders concerned. The SVSU reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

5.14 Annual Maintenance Contract

As part of the AMC (operation and maintenance) services, the bidder shall provide onsite

support (at least one functional & one technical resource) for time upto contract period of 5 years after Go-Live on the developed application and resolve the issues or any changes suggested by SVSU. The technical manpower should understand query in English, Hindi.

The bidder shall provide a single-point-of-contact for support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting. During the operation and maintenance period, entrusted bidder will be responsible to do install the latest patches, updates as released by the source company but not losing performance, and will get the set-right / performance report jointly signed. All components will be handed over to the SVSU in working conditions (both individual and integrated ones), failure of which will forfeit tangibly.

Service/Maintenance support for the entire period will be at the office of SVSU. It is preferable that the bidder to have a call centre working in the Head Office of SVSU. The contact details of the call centre must be furnished along with the bid. Any call logged with the service centre must be given a running docket number to the person reporting the call. The project progress report has to be submitted to SVSU on a monthly basis not later than 4th working day of every month.

- Bidder shall maintain complete data regarding entitlement for System and Application Software Upgradation, enhancements, refreshes, replacements and maintenance.
- Bidder will be responsible to manage the entire hosting of the application on the cloud environment including DNS & dashboard etc.
- The Application Tracking System (ATS) of all/complete supplied software shall include all version/firmware updates (functional as well as technical), patches/fixes, critical security alerts, documentation updates, compliance of mandates (legal guidelines of GoH as per Govt. Order, regulatory authorities etc.).
- The bidder shall be responsible for performance fine tuning, problem resolution for the OS, database, middleware, browser and the application software for total solution provided by the bidder during the implementation and post implementation operation and during maintenance support period.
- Bidder shall carry out every requisite adjustments / changes in the System configuration for implementing different versions of Application Software.
- Updates: The bidder shall provide and implement from time to time the Updates of the software and operating systems as available in commercial domain and as required. The bidder should provide information of all updates & patches of the software and tools to SVSU as and when released by source company without any cost to SVSU. All the software shall have the latest updates during and at the end of contract period.
- Software License Management: The bidder shall provide software license management and control. Bidder shall provide complete manufacturer's technical support for all the licensed software problems and/or questions, technical guidance,

defect and non-defect related issues.

- Bidder shall be responsible to manage the application and its hosting on the disaster recovery (DR) site in cloud environment and shall have to guarantee the uptime as per SLA.
- The Maintenance and support may be extended after 5 years (if required) on mutually agreed terms.

5.15 Period of Validity of Offer

For the purpose of placing the order, the proposals shall remain valid till 180 days from bid submission date. During the period of validity of proposals, the rates quoted shall not change.

5.16 Taxes & Duties

- The prices to be quoted as per e-Tender format.
- Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the bidder.
- Bidder submitting a tender shall produce up to date Income Tax and Profession Taxes Certificate as well as the GST certificate issued by the concerned Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission.

5.17 Discrepancies in Bid

- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as Bidder.

5.18 Negotiation of Rates

Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013 (Annexure-VI), G.O. No.2/2/2010-4-IB-II dated 16.06.2014 (Annexure-VII), G.O. No.2/2/2010-4-IB-II dated 09.02.2015 (Annexure-VIII) will be applicable. The policy guidelines are available at <https://haryanaeprocurement.gov.in> on the home page under section as Tender Forms.”

5.19 BID SIGNING

The Tender must be signed by an authorized signatory of the bidding Bidder/company on each page, along with a seal of the Bidder/company, as the case may be.

5.20 Conditional Bid

Conditional Bid is not acceptable. Hence, the supplier is advised neither to alter the specification nor to mention anything on the Tender form, except cost, signature with seal, otherwise his Tender will not be considered. Conditional tenders will not be entertained at all and are liable to be rejected summarily.

There should not be any alterations in the bidding documents. In case any alteration is found at any stage, the tender shall be liable for rejection summarily without further appeal.

5.21 Contacting SVSU

Bidder shall not approach SVSU officers beyond office hours and/or outside SVSU office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence SVSU office in the decision on Bid evaluation, bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of SVSU, it should be in writing.

5.22 Bid Currencies

Prices shall be quoted in Indian National Rupee (INR).

5.23 Canvassing

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved bidders.

5.24 Interpretation of documents

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if bidder should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

5.25 Erasures of Alternations

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The SVSU may treat offers not adhering to these guidelines as unacceptable. The SVSU may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the SVSU reserves the right for such waivers.

5.26 Compliance with Law

The bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required.

The bidder shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labour legislation.

5.27 Clarification of Bids

During evaluation of the bids, the SVSU, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (via email) and no change in the substance of the bid shall seek offered or permitted.

5.28 Quality Control

- The bidder is obliged to work closely with SVSU officials, act within its authority and abide by directive issued by them on implementation activities.
- The bidder will abide by the safety measures and SVSU will not liable from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence.
- The bidder will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of SVSU
- SVSU reserves the right to inspect all phases of bidder's operation to ensure conformity to the specifications. SVSU shall have engineers, inspectors or other duly authorized representatives made known to the bidder, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of SVSU does not relieve the bidder of the responsibility for quality control in all phases.

5.29 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

5.30 General Terms

- All the pages of the bid document including documents submitted therein must be duly signed and stamped, failing which the offer shall be liable to be rejected.
- All pages of Bid submitted by bidder should have serial number with proper indexing.
- All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and SVSU reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- Details of the enclosures should be clearly mentioned in the forwarding letter in your letter head along with the bid.
- No Technical/Commercial clarification will be entertained after opening of the tender.
- Requirement mentioned in the tender document is indicative only and orders shall be

placed subject to actual requirement. SVSU reserve the right to increase or decrease the requirement specified in the tender.

- SVSU reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the SVSU.
- The SVSU may extend the deadline for the submission of Bids and details will be published on e-tender portal only.
- No dispute by the bidders in regard to Technical/Commercial points will be entertained by SVSU and decision taken by the SVSU will be final.
- Quoted value shall be considered final. Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as Bidder and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- The price offers shall remain Bidder within the currency of contract and no escalation of price will be allowed.
- The bidder will be informed at the time of opening of the financial bid which are eligible as per eligibility and technical criteria.
- No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the parties.
- Any company/firm/organization blacklisted by Central/State Government / Autonomous organization are not entitled to submit the tender. If it is submitted, it will be rejected and the Earnest Money Deposit or/and Performance security will be seized and legal action will be taken against them.
- Any or all tenders can be rejected by the Registrar, SVSU on the recommendation of the bidder committee without assigning any reason at any stage. It cannot be challenged in any court.
- Tenders which do not fulfil any or all of the above conditions or incomplete, are liable for rejection.
- Tenderer should abide to all terms and conditions stipulated in the tender document for which he has to submit the affidavit.
- Legal action may be initiated against such Bidder in case any of the information submitted by the tenderer is found to be false at any stage of the contract.
- Amendment of Tender Document: At any time before the deadline for submission of tender, SVSU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective firm, modify the Tender document by amending, modifying and/or supplementing the same. All prospective firms shall be notified of any amendments on e-tender website and/or SVSU web site and all such amendments shall be binding on them without any further act or deed on SVSU's part. The prospective firms are advised to periodically browse e- tender website and university website www.svsu.ac.in to find out any further corrigendum / addendum / notice published with respect to this tender. In the event of any amendment, SVSU reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

- References, information and certificates from the respective clients certifying technical and execution capability should be signed and the contact numbers of all such clients should be mentioned. The University may also independently seek information regarding the performance from the clients and visit referred customers' consortium partners in India/Abroad at bidder cost.
- Defaulting agencies in respect of performance of the contract after its award is liable to be debarred from further tendering for a period of two years besides the contractual remedies provided in the contract.

5.31 Exit Management

- This sets out the provisions, which will apply on expiry or termination of the ERP Implementation, Operation and Maintenance SLA.
- In the case of termination of the ERP Implementation and/or Operation and Maintenance, the SVSU will decide to extend the AMC period.

5.32 Transfer of Assets

- In case of contract being terminated, SVSU reserves the right to ask the bidder to continue running the project operations for a period of 6 months after termination orders are issued.
- Upon service of a notice under this Article the following provisions shall apply:
 - All risk in and title to the Assets to be transferred / to be purchased by the SVSU pursuant to this Article shall be transferred to SVSU, on the date of acceptance.
 - Payment to the outgoing bidder shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.

5.33 Cooperation and Provision of Information

The Bidder will allow SVSU the access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the SVSU to access and assess the existing services being delivered; promptly on reasonable request by the SVSU, the bidder shall provide access to end copies of all information held or controlled by bidder which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Bidder). The SVSU shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Bidder shall permit the SVSU or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the SVSU to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.

5.34 Confidential Information, Security and Data

- The Bidder will promptly on the commencement of the exit management period supply to the SVSU or its nominated Bidder the following:
 - Information relating to the current services rendered and performance data relating to the performance of bidder in relation to the services;
 - Documentation relating to Project's Intellectual Property Rights (IPR);
- All current and updated data in decoded/readable format as is reasonably required for

purposes of SVSU or its nominated agencies transitioning the services to its Replacement Bidder in a readily available format nominated by the SVSU, its nominated Bidder;

- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable SVSU to carry out due diligence in order to transition the provision of the Services to SVSU
- Before the expiry of the exit management period, the Bidder shall deliver to the SVSU all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- Before the expiry of the exit management period, unless otherwise provided under the MSA, the SVSU or its nominated Bidder shall deliver to the Bidder all forms of Bidder confidential information, which is in the possession or control of SVSU.

5.35 Transfer of Certain Agreements

On request by SVSU the Bidder shall effect such assignments, transfers, licences and sub-licences as the SVSU may require and which are related to the services and reasonably necessary for the carrying out of replacement services by the SVSU or its nominated Bidder or its Replacement Bidder.

5.36 Exit Management Plan

- The Bidder shall provide the SVSU with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
- A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- plans for the communication with such of the Bidder's staff and any related third party as are necessary to avoid any material detrimental impact on the SVSU's operations as a result of undertaking the transfer;
- Plans for provision of contingent support to SVSU for a reasonable period after transfer.
- The Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the Bidder to and approved by the SVSU
- In the event of termination or expiry of Master Services Agreement (MSA), and Project Implementation, each Party shall comply with the Exit Management Plan. During the exit management period, the Bidder shall use its best efforts to deliver the services.

This Exit Management plan shall be furnished in writing to the SVSU within 90 days from the Effective Date of this Agreement.

5.37 Training and Capacity Building

The system provider will be required to train all the users of the system for two weeks (i.e. 40 hrs. of training / week) per batch. The system provider shall also make available separate detailed illustrative user manuals for the application for the use of student, faculty and administrative staff of colleges and University.

Over and above these trainings, the helpdesk shall provide the support to all users of the system.

6 Checklist for the Bidder

All documents to be submitted by the Bidders should be duly attested by gazetted officer/notary public in case these are copies of the original documents. No unattested documents will be entertained.

Table 10: Document checklist Table (to be filled by Bidder)

Sr. No.	Documents	Attached Yes/No	Page Number
1	Certificate/Act of Incorporation of Organization		
2	Proof of 10 year existence of the organization		
3	Proof of 5 years of experience in software development/Implementation		
4	Declaration for consortium		
5	Annual Turnover documents for last 3 financial years		
6	Proof of positive Net Worth		
7	Declaration/Affidavit being not a Blacklisting bidder		
8	Proof of work experience for working of one (1) University Management System/e-governance/ Learning Management System for University/Institute		
9	Proof of Implementing University Management System/e-governance/ Learning Management System for more than one (1) University/ Institute		
10	Declaration of not blacklisting		
11	Proof of Employee strength of the Bidder/organization: No. of employees employed in software design, development, implementation, testing, service and support		
12	Proof of no. of students using the already implemented University Management System/e-governance/ Learning Management System		
13	Undertaking to meet technical eligibility criteria		
14	ISO 27001, 9001, 20001 certificates		
15	CMMi certificates		
16	Proof of experience in cloud hosting in support to the point no. 7 of Table-4 (Technical Evaluation)		

17	Proof of experience in mobile application development (iOS & android) in support to the point no. 8 of Table-4 (Technical Evaluation)		
18	Document proof for application module availability in bilingual (Hindi- English) in support to the point no. 9 of Table-4 (Technical Evaluation)		
19	Document proof for Experience in implementation of Skill Assessment and Certification solution in support to the point no. 10 of Table-4 (Technical Evaluation)		
20	Document proof for ERP system compatible as per guidelines of visually impaired persons in support to the point no. 11 of Table-4 (Technical Evaluation)		
21	Mandate Form for Electronic Fund Transfer/RTGS Transfer		
22	Financial Proposal (to be submitted online only)		
23	Invoice Format		
24	Training Requirement		
25	Performance Bank Guarantee		
26	GST certificate/ PAN/TAN Certificate		

Technical Proposal Submission Forms
(To be submitted online)
Covering Letter
(On Bidder's Letterhead)

[Location, Date]

To

The Registrar,
Shri Vishwakarma Skill University, Haryana,
Transit office: Plot No. 147, Sector 44,
Gurugram (Haryana).

Dear Sir,

We, the undersigned, offer to provide the required Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal on e-Procurement Portal.

We hereby declare that we have read the Instructions to Bidders included in the RFP, and abide by the same. We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification. We confide that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the required Services related to the assignment not later than the date indicated in the document.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address:

Attachments:

1. Undertaking(s).
2. Affidavit(s).

(On Bidder's Letter-Head)

Legal Constitution & Number of Years of Existence

Bidder Name:	
1. Status / Constitution of the Bidder :	
2. Name of Registering Authority :	
3. Registration No.:	
4. Date of Registration:	
5. Place of Registration:	
6. Complete Address (Permanent and Correspondence along-with contact person and telephone, fax numbers and email address):	
7. P.A.N.	
8. T.A.N.	
9. G.S.T. No.	
10. Any other important information:	

For and on behalf of: (Bidder Seal)

Signature:

Name: _____

Designation: _____

LL No.: _____

FAX No. _____

Mb No. _____

E-mail _____

(Authorized Representative and Signatory)

Note: Please provide copy of the registration certificate from the appropriate Registering Authority.

(On Bidder's Letter-Head)

Financial Standing (Annual Turnover)

Certificate from the Statutory Auditor regarding the Average Annual Turnover of the organization

It is to certify that the Average Annual Turnover of M/s _____ (Name of Bidder), _____ (with complete address) is equal or above Rs. 20.00 crore (Rs. Twenty crore) for the last 3 financial year ending of month 31st March, 2020.

It is also certified that the Net-Worth of M/s _____ (Name of Bidder), _____ (with complete address) is positive as on 31st March, 2020.

Based on its books of accounts and other published information authenticated by it (Bidder), this is to certify that..... (Name of the Bidder) had, a Total turnover of Rs.Lakhs for the last three Financial Years, and the year-wise details of turnover are noted below:

Financial Year ending 31st March	Total Turnover (Rs. in Lakhs)	Profit or loss
2017-18:		
2018-19:		
2019-20:		
Total Turnover for last 3 financial years:		
Average Annual Turnover for last 3 financial years:		

Name of the audit Bidder/ Chartered Accountant:

Seal of the Statutory Auditors (CA Bidder):

(Signature, name, designation, and registration Number of the Chartered Accountant)

Date:

Affidavit regarding delisting/blacklisting, demobilization etc.

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 100/-)

I/we _____ who is/are _____ (status in the bidder) and competent for submissions of the affidavit on behalf of M/S _____ (Bidder/Contractor) do hereby solemnly an oath and state that:

The Bidder should not be black-listed/de-listed/debarred/ demobilized for poor or unsatisfactory performance from any project by Govt. of India/Any other State Govt./Haryana Govt. or its Departments/agencies etc.

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief. Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on Technical Presentation day/date.

Affidavit regarding Authenticity and correctness of information/documents

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 100/-)

I/we _____ who is/are _____ (status in the bidder) and competent for submissions of the affidavit On behalf of M/S _____ (Bidder/Contractor) do hereby solemnly oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents, which are being submitted in response to notice inviting e-tender No. _____ for _____ (Name of Work) dated _____ issued by the _____ (Name of the department).

I/we am/are fully responsible for the correctness of following self-certified Information/documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 1. The proof of online deposit of Earnest Money Deposits and cost of RFP/bid document + E-service charges and other relevant documents provided are authentic.
 2. Information regarding financial qualification and annual turnover is correct.
 3. Information regarding various technical qualifications is correct.
 4. Submitted separate notarized Affidavit about eligibility.

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief. Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on Technical Presentation day/date.

Affidavit regarding installation, commissioning, Servicing and completion of Project in running condition within stipulated period

||SPECIMEN AFFIDAVIT||

(On Non Judicial Stamp of Rs. 100/-)

To

The Registrar,
Shri Vishwakarma Skill University, Haryana,
Transit office: Plot No. 147, Sector 44,
Gurugram (Haryana).

In response to the Tender No. for
(Name of the Tender) dated for quoting against the Tender as an
owner/Director/Proprietor of M/s

I/we _____ who is/are _____ (status in the
bidder) and competent for submissions of the affidavit on behalf of
M/S _____ (Bidder) do hereby solemnly oath and state that:

We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

We hereby declare that our Bidder will installed the project as per Technical Specification and installation & commissioning of the project in working condition within the time frame as enumerated in the tender document.

we/I further declare that if any delay is found in delivery/installation and the offer is not accepted partially or fully by our Bidder(s) the performance security or EMD furnished as per the tender document is liable to be forfeited and no objection of being blacklisted in these circumstances.

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief. Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on Technical Presentation day/date.

(On Bidder's Letterhead)

Mandate Form for Electronic Fund Transfer/RTGS Transfer

Date: / /

The Registrar
Shri Vishwakarma Skill University,
Gurugram.

Sub: Authorization for release of payment / dues from Shri Vishwakarma Skill University, through Electronic Fund Transfer/RTGS Transfer.

- 1. Name of the Bidder:
- 2. Address of the Bidder:
 - Line 1:
 - Line 2:
 - City:
 - Pin Code:
 - E-Mail ID:
 - Mob No:
 - Permanent Account Number (PAN NO.):

1. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code:(11-digit alphanumeric code)			
Account Type	Saving <input type="checkbox"/>	Current <input type="checkbox"/>	Cash Credit <input type="checkbox"/>
Account Number			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, Shri Vishwakarma Skill University, responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:

Date:

Signature & Seal of the Authorized Signatory of the Bidder

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date:

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

(On Bidder's Letterhead)

Financial Proposal (to be submitted online only)

Financial Proposal

To
The Registrar,
Shri Vishwakarma Skill University, Haryana,
Transit office: Plot No. 147, Sector 44,
Gurugram (Haryana).

Sub: Financial Bid /proposal for
“ _____ ”

Dear Sir,

We are pleased to quote/submit our financial proposal for the
“ _____ ”.

I/We _____ Bidder here with enclose the Financial Proposal for
selection of my/our Bidder as Bidder for Subject assignment.

For required Services, **our fee to project submitted in BOQ on online procurement portal.**
The quoted rates are inclusive of all kind of expenses, travelling expenses etc. and no further
amount shall be claimed over and above rate quoted above.

The fee mentioned in BOQ is inclusive of all kind of taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from
contract negotiations, up to expiration of the validity period of the Proposal, i.e. 180 days from
the last date notified for submission of the proposal.

**NOTE: Financial Proposal must be submitted online in BOQ format only. If financial bid
submitted manually than bid shall not be accepted.**

Yours faithfully,

Signature:

Full Name:

Designation:

Address:

Tel.: Nos. (O)..... (R).....
(M).....

E-mail:
.....

Fax No:

Invoice Format

INVOICE

[To be given on letterhead of the bidder]

Registrar, Shri Vishwakarma Skill University, Haryana Transit Office: Plot No. 147, Sector 44, Gurugram, Haryana		Invoice NO:		
		Invoice Date:		
For Attention of		Service:		
Contract For		Registration No.		
Contract No.		PAN Number:		
Period of Consultancy		Start Date	End Date	
Milestone achieved for this claim				
Contract Value payable at this Claim stage		Amount	Tax, if any	Total Amount
% age of Contract value of Consultancy Contract				
Maximum Contract Value (Amount in Rupees)		Total Amount received (Amount in Rupees)		
Previous Claims Made and Payments				
Invoice No.		Invoice & Date		Date of Receipt
1				
2				
3				
4				
	Total			
Contract Value (Gross Amount) due at this Claim Stage less payments made earlier (Amount in Rs.)				
Less: TDS/TCS (as applicable)				
Net Amount payable at this Claim Stage (In Rs.)				
Name of the Bank		Bank Swift ID		
Address of the Bank		Bank Account No.		
Bank RTGS Code		Account Name		

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, Purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

(Signature of Bidder)

The claim is correct and Services have been received. Please arrange payment:

(Project In-charge)

Performance Bank Guarantee

(On Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GURUGRAM OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GURUGRAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GURUGRAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

The Registrar

Shri Vishwakarma Skill University,

Gurugram, Haryana

India

Date: [insert date (as day, month, and year) of Bid Submission]

Contract No. and title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Purchaser]

Performance Guarantee No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of bidder] (hereinafter called "the Contractor") has entered into Contract No. [Insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Equipment and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount (in Rs.) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

[In preparing this Guarantee, the Purchaser might consider adding the following text to the Form]

We agree to time extension of this Guarantee for a period not to exceed [one year] / [Two year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. [signatures of authorized representatives of the bank and the Contractor]

The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.

Dates established in accordance with the General Conditions of Contract (“GCC”).

<< Bidder Letter Head >>

Training Requirement

1.	Product Description(Tender Name)
2.	No. of Attendees	Staff/Faculty of University
3.	No. of Days	2 Weeks
4.	Type of Training	Operational Training and Maintenance Training

Proper Training of 2 weeks (40 Hrs./week) has to be given by the qualified engineer of the Bidder to the university staff.

Signature of Bidder

Name:

Designation:

Bidder Name:

Contact No.:

**(AN AGREEMENT BETWEEN
SHRI VISHWAKARMA SKILL UNIVERSITY
AND THE SUPPLIER) ***

Shri Vishwakarma Skill University (SVSU), Enacted under Government of Haryana Act No.25 of 2016 having its transit office at Plot No-147, Sector-44, Gurugram, Haryana represented through its authorized signatory (**Name of Registrar**), Registrar (which expression shall unless repugnant to the context or meaning there off includes its successors and assigns) here in after referred to as **SVSU** or Owner or the **First Party**.

And

Bidder Name..... having its office at, through its authorized signatory (**Name & Post**), (which expression shall unless repugnant to the context or meaning there off includes its successors and assigns) here in after referred to as execution Manufacturers/Authorized Dealers/Distributors/Agent or the **Second Party**.

Whereas SVSU has invited Tender No. for (Name of the Tender) dated and M/s (Bidder Name) submitted its proposal in this regard. SVSU after considering its negotiation offer has decided to engage (Bidder Name) as executing Bidder for Tender No. for (Name of the Tender) dated

Bidder Name..... (execution **Bidder**) is hereby agreed to take the Tender No. for (Name of the Tender) at the quoted negotiation rates, terms and conditions contained the TENDER, Work Order/Purchase Order and duly communications of the above said work.

Now, therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between the parties as follows: -

The agreement shall come into force immediately and shall remain valid until the final completion of the job or cancelled by the Bidder (The Registrar, Shri Vishwakarma Skill University, Haryana) as per the time schedule described in the tender document.

All the terms and conditions and Technical specifications contained in the Tender No. for (Name of the Tender) dated shall be the part of this agreement.

Bidder Name..... (execution **Bidder**) hereby declare that I shall remain bound and abide by the rates, terms and conditions and technical

specifications of the aforesaid as well as TENDER, Work Order/Purchase Order and due communications of the above said work.

In Witness whereof, the parties here to have caused this agreement to be signed in their respective names as of this day and year first above written.

Signed by

Buyer: SVSU, Gurugram

Signature with seal

Date & Place

Bidder:

Signature with seal

Date & Place

In presence of (Witnesses)

1.

1.

2.

2.

***Note-This Contract is to be signed on Rs. 100/- Non Judicial Stamp paper within 15 days after receiving purchase Order/Work Order from buyer.**

(Please put the initials at each page)