

# **Tender Document**

**“Development, Installation, Up-grading/Maintenance and  
Hosting of Web Application Software for Automation of  
Finance Section”**

**Madan Mohan Malaviya University of Technology, Gorakhpur**

**(Established by Act No. 22/2013 of U.P. Government)**



**Tender Ref. No.: MMMUT/FS/Tender/2018/01**

**Last Date of Bid Submission and time: 24-01-2019 till 11:00 AM**

**Technical Bid opening date and time: 24-01-2019 till 03:00 PM**

**Tender form cost: Rs. 1000/- (Non-Refundable)**

**Earnest Money Deposit: Rs. 1,00,000/-**

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## **1. About MMMUT**

Madan Mohan Malaviya University of Technology (MMMUT), Gorakhpur has been established in year 2013 by the Government of Uttar Pradesh in the form of a non-affiliating, teaching and research University after reconstituting the Madan Mohan Malaviya Engineering College, Gorakhpur which was established in 1962.

To achieve the goal of digital India for paperless and digitized work in the University, University needs to computerize the complete work/process of University Finance Section, so that the Finance Section workings gets automated and efficient. In this process the work for Finance Section is mentioned in Tender Documents under the heading of Scope of Work.

## **Bidding Process and Term & Conditions of Tender**

### **Invitation of E-Bids**

<b>Name of Work</b>	<b>“Development, Installation, Up-grading/Maintenance and Hosting of Web Application Software for Automation of Finance Section”</b>
Advertisement Date	29-12-2019
Tender Document Cost	Rs 1,000/-
Earnest Money Deposit	Rs 1,00,000/-
Last date for submission of Bids	24-01-2019 till 11:00 AM
Technical Bid Opening Date	24-01-2019 at 03:00 PM
Financial Bid Opening Date	04-02-2019 at 11:00 AM
Place of opening of Bids	Room No. 224, Dr. Radha Krishnan Committee Room, 1 <sup>st</sup> Floor Administrative Block, M.M.M. University of Technology, Deoria Road, Gorakhpur-273010 (U.P.)

## **2. Submission of Bids**

The Vendors shall submit their Bid in two sealed envelopes separately in the office of Registrar, MMMUT as follows:

### **1. Technical Bid**

### **2. Financial Bid**

- (a) The **Technical Bid** should contain all the required information/documents and desired enclosures in the prescribed format along with **Earnest Money Deposit (EMD) of Rs. 1,00,000/-** and **Tender Cost of Rs. 1,000/- (Rupees One Thousand only)** in form of demand drafts in favor of **Controller of Finance, M.M.M. University of Technology, Gorakhpur** payable at **Gorakhpur**. Without the EMD and Tender document cost, the tender

shall not be considered and outrightly rejected. **The sealed envelope of Technical Bid must be submitted in the Office of Registrar, M.M.M. University of Technology, Gorakhpur-273010 (U.P.) on or before the closing date of Bid submission i.e. 24-01-2019 till 11:00 AM.** There is no exemption from payment of tender cost and EMD. **The Bids without requisite amount and EMD shall outrightly be rejected.**

- (b) An **index** listing all documents as part of **Technical Bid** must be attached which clearly indicated page number on which the indexed document is attached.
- (c) The **Financial Bid shall be comprised of completed Bill of Quantity (BOQ) with all necessary information. The sealed envelope of Financial Bid must be submitted in the Office of Registrar, M.M.M. University of Technology, Gorakhpur-273010 (U.P.) on or before the closing date of Bid submission.** The bidders are required to quote their financial bids on Annexure-4 of the tender document, positively. All the relevant fields must be dully filled in by the bidder necessarily.
- (d) **The bidders are required to send their tenders either through the registered post or speed post or may drop by person in the tender box kept in the Office of Registrar, M.M.M. University of Technology, Gorakhpur-273010 (U.P.) latest by 24-01-2019 till 11:00 AM. The tenders sent through/by any other mode to the university shall not be considered at all and in this reference the university would have none other responsibility by any means.**
- (e) The Tenders may be obtainable from the office of the **Controller of Finance, M.M.M. University of Technology, Gorakhpur by paying Rs. 1000/- in cash since the date of advertisement of the tender latest by 24-01-2019 till 11:00 AM. OR** The Tender documents (NIT, Tender Document and Format of BOQ) can also be downloaded from the official website of the university ([www.mmmut.ac.in](http://www.mmmut.ac.in)). In case of tender documents being downloaded through the official website of university, the bidders shall be required to submit a DD for Rs. 1000/- as the Tender Document Cost in favor of, **the Controller of Finance, M.M.M. University of Technology, Gorakhpur payable at Gorakhpur.**
- (f) Sealed envelope containing Technical Bid documents should be clearly marked as **“TECHNICAL BID for Tender No.: MMMUT/FS/Tender/2018/01”** and with Name of Bidder firm and envelop must be addressed to Registrar, M.M.M. University of Technology, Gorakhpur.
- (g) Sealed envelope containing Financial Bid document i.e. BOQ with quoted rate should be clearly marked as **“FINANCIAL BID for Tender No.: MMMUT/FS/Tender/2018/01”** and with Name of Bidder firm and envelope must be addressed to Registrar, M.M.M. University of Technology, Gorakhpur.
- (h) No copies (hard or soft) of technical bid and financial bid should be sent to anyone or any other office of MMMUT. If found, such bids will be summarily rejected.
- (i) All information called for in the enclosed forms should be furnished against the respective columns in the forms (**Annexure 1, 2, 3 & 4**). If information is furnished in a separate document as annexures, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as **“Not Applicable”**.

However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.

- (j) **The name and signature of bidder's authorized person should be recorded on each page of the application before sealing envelope. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.**
- (k) Bidders must provide the validity of their tenders for a minimum period of **90 days** from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period being extended further, if required, by mutual agreement from time to time.
- (l) References, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. The MMMUT may also independently seek information regarding the performance from the clients.
- (m) The bidder is advised to attach any additional information, which he thinks is necessary in regard of his capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after the last date of bid submission.
- (n) **The bidder agrees to transfer the Intellectual Property rights along with source code of developed software and the complete data/database after the quality/validity/etc. testing certificates to the University. The database should not be shared/revealed to any person/party/organization except the Controller of Finance, MMMUT.**
- (o) Incorrect or misleading information: If the bidder deliberately gives incorrect or misleading information in their bid or wrongfully creates circumstances for the acceptance of the bid, MMMUT reserves the right to reject such a bid at any stage.
- (p) All explanatory remarks and clarifications, which the Bidder may desire to make, must be incorporated in the bid, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.
- (q) Even though bidder may satisfy the qualifying criteria, it is liable to disqualify if it has record of poor performance or not able to understand the scope of work etc. at any stage.
- (r) The payment shall be in Indian Rupees and shall be paid only after successful completion of work without errors and delays. The successful bidder must sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc. In case the bidder fails to execute the contract, The MMMUT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

- (s) Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.
- (t) The Registrar reserves the right to accept the bid or summarily reject the whole or any part of the tender & he also reserves the right to modify or cancel the bid without assigning any reason, in the best interest of the university at any stage.
- (u) **In case of any dispute the legality shall pertain within the Gorakhpur Civil courts only.**

### **Price Quotation**

- (a) The bidder shall indicate the quoted prices/rates **only in Bill of quantity (BOQ)**.
- (b) The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may, however, be carried out as per rules and instructions on the subject at the discretion of the Registrar, MMMUT, Gorakhpur.
- (c) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct. The tender rates may please be quoted in words and figures both and all cutting / overwriting should be duly counter signed, failing which the tender/ quotation are liable to be rejected.
- (d) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

### **Security Deposit/EMD**

- (a) The successful bidder shall be required to deposit **Performance Bank Guarantee** equivalent to 10% of contract value valid for one year to the University before release of his EMD.
- (b) Earnest money will be returned to unsuccessful bidders without interest after award of contract or setting aside the tender, as the case may be.
- (c) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

### **Acceptance of offer**

MMMUT reserves the right to accept any bid under this tender in full or in part, or to reject any bid without assigning any reason.

## **3. Evaluation of Bids**

### **Tender Container Box Opening:**

Tender Container Box shall be opened on due date and time of Tender Opening i.e; on 24-01-2019 at 03:00 PM in the University. The bidder who wishes to attend this event must sign

the Bidder attendance register. All envelopes shall be listed and signed by all present officials of the university.

**Technical Bid Evaluation**

Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to **Minimum Eligibility Criteria for Technical Evaluation** and other conditions in the tender document to determine the substantial responsiveness of each bidder. The technical evaluation committee may call the responsive bidders for **discussion or presentation** to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.

Each **Technically Responsive Bidder** shall be notified for the result of Technical bid evaluation through email only from registrar@mmmut.ac.in.

**Minimum Eligibility Criteria for Technical Evaluation:**

**Note: The valid supporting documents/certificates must be attached in support of below-mentioned Minimum Eligibility Criteria for Technical Evaluation. Without valid supporting documents the bidder shall be considered non-responsive in the Technical Bid Evaluation phase.**

Sr No	Description	Compliance in Yes/No
1.	The bidder should have been in web application software development business continuously for last 3 years (The bidder should be a company / firm registered (minimum 3 years old) in India and the registered company / firm should be operating in India for a minimum of three years with an objective of offering relevant IT Solutions and Services that are the subject matter of this tender.) (Attach relevant certificates/documents)	
2.	The average annual turnover of the bidder should be at least <b>Rs 100.00 lakhs per Financial year since</b> last 3 (three) years. (Attach relevant certificates/ documents)	
3.	The bidder should have successfully developed and installed at least 3 Web based Finance/Account Software for Government Departments/ PSU/ Government Universities during the last 3 Years. (Attach relevant certificates/documents)	
4.	The bidder should have executed at least one similar project of Development, Installation, up-grading/maintenance and hosting of Web Application Software for Automation of Account/Finance Section of Government/PSU/Government University/Listed Public Company for a	

	value of at least <b>Rs 10.00 Lakhs</b>	
5.	Demand Draft of Tender fee (non-refundable) of Rs. 1000/-	
6.	Demand Draft of Earnest Money Deposit of Rs. 1,00,000.00/-	
7.	Proof of PAN and TIN registration document	
8.	Project Completion time (Maximum 3 months)	

**The bidder should give in writing the compliance of the following with all applicable proofs/affidavits, failing which the bid will be declared technically non-responsive.**

1. The bidder should have sufficient number of Web developers/ DBA/full stack developer etc. Complete work execution plan with estimated timeline shall be submitted.
2. The Bidder should be registered with Income tax, GST/PF and should submit valid certificates of registration with these authorities.
3. The agency should not have been blacklisted by central / state government departments / undertakings. An affidavit in this regard is required to be submitted along with the technical e-bid documents.
4. The bidder should be able to support the entire project through email /phone-call /in-person with a maximum response time of one hour. An affidavit in this regard is required to be submitted along with the technical bid documents.
5. The bidder shall get the newly developed Web Application software of Account Section, MMMUT certified as **Safe to use** as per U.P. Government/Central Government guidelines before hosting the application for productive usage. An affidavit in this regard is required to be submitted along with the technical bid documents.
6. The bidder shall be the single point of contact with MMMUT and shall be solely responsible for the execution and delivery of the work. No Consortium of companies is allowed. The Service Provider will provide pre and post examination delivery software. An affidavit in this regard is required to be submitted along with the technical bid documents.

**Important:**

- At any time before the submission of bids, MMMUT may amend the tender by issuing corrigendum on official website of MMMUT ([www.mmmut.ac.in](http://www.mmmut.ac.in))
- The bidder firm would be summarily rejected in case of any conditional bid offering.
- **Even though bidders may satisfy the above requirements, they may be disqualified if they have:**



- Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence the conduct of professional exam.

### **Financial Bid Evaluation**

In the next step, sealed envelopes of financial bids will be opened for all **Technically Responsive Bidder** notified under technical bid evaluation. The financial bids comparison chart shall be prepared, and the bidder with lowest quoted price/cost will be declared as L1 bidder and upon final recommendation of **Tender Opening Committee, L1 bidder** shall be notified about result of Financial Bid Evaluation and further instructions for signing contract to execute the Tender work within Five working days from the date of declaration of Financial Bid Evaluation. Otherwise in condition of non-compliance the next lowest bidder (L2) shall be eligible for notification for signing contract to execute the Tender work.

### **4. Scope of Work**

The University is expected to accrue the following benefits/module/services (but not limited to) from proposed web application software:

#### **1. Salary Management Module: -**

- Preparation of salary as per financial handbook of U.P. Government and University rules. Monthly Salary slip Preparation, Salary-Slip generation and various other reports related to salary.
- Addition/Deduction salary heads management.
- Arrear management.
- Leave rules shall be applicable in the process of salary generation as per rules of university.
- Various Reports up-dation/generation related to Arrear/Deduction etc. as per U.P. Government Orders (G.O.) and Rules of MMMUT
- Feature to update certain variables individually/for all user based on criteria etc.

## **2. Ledger module**

- As per the requirement of account section of University, various types of ledgers should be create/update etc. Employee Role allocation/authorization for ledger from the competent authority.
- Facility to review/comment/close/match ledgers based on financial year or other user input criteria.
- Various types of Report preparation/up-dation/generation/printing from ledgers based on input criteria of user.
- Individual ledger of each stakeholder like students/Employee/others.

## **3. Fee management module**

- Creation/deletion/up-dation/deletion of various types of Fee/deposit/fine etc.
- Student should be able to submit all kinds of fees/fines as applicable from time to time online through web portal and offline in DD/Cheque/Cash etc. Student should be able to generate fee/fines receipts.
- Facility to print/generate cheques/DD etc. for offline payment to various stakeholders.
- Scholarship management.
- No dues/NOC management as per rules of University.
- Facility to upload scanned documents by various stakeholders for verification purpose.
- Clearance/Rejection of cheque /DD.
- Every payment made in or out should be automatically updated into relevant ledgers as per requirement of account section.

## **4. Online Payment Management Module**

- Authorized users of account section can make various types of payments to various stakeholders using all modes of payment (including offline modes).
- Report generation/up-dation on daily/weekly/monthly/quarterly/half-yearly/yearly/financial-year/date-to-date based on input criteria.
- Channel of Approval for payments as per requirements of account section.

## **5. Taxes Management Module.**

- Various types of tax management such as GST/Income-tax/Labour-Cess/etc.
- Channel of Authorized user of account section can make payments to Government bodies through web portal/payment gateway/account as per Government rules.
- Report generation/up-dation based on input criteria.

## 6. Loan and advance management module.

- Loan (GPF) management to employees of University.
- Advance payments and adjustment as per University rules to various stakeholders.
- Ledger maintenance and Report generation/up-dation based on input criteria.

## 7. User Profile Module

- Each user should be able to register/login themselves with the web portal using Email and Mobile and/or Digital Signature (based on requirement) authentication.
- After registration and approval from relevant admin level account, user shall be able to login into the system.
- Registered user can create his profile with personal with photo/signature upload facility and update the permitted fields as per requirement.
- Downloads the receipts/NOC/No-dues/reports etc.
- Raise grievance, grievance resolve status etc.
- Online Document Verification.

### • **Major features (not limited to following) to be provided in the Administrative Module for Admins**

- Level of Admin users: Super-user/ Controller of Finance (COF)/ Account Officer/Internal Auditor/Cashier/Salary Assistant/Others.
- Creates Applications Forms as per requirement
- Configures the Application Form with
  - Sections/wizard
  - Form fields
  - Form/field rules
  - Fees links/payment gateway integration
  - Application website content
- Publishes the Form to targeted stakeholder for Registrations and form submission
- Admin can Accept/Approve/Reject/correct forms.
- Accept/Approve the payments made online/offline by the various stakeholders.
- Answer grievance queries to the various stakeholders.
- Generates & Publishes the desired reports/receipts etc. for registered user
- Publishes the annual/monthly reports from the entire database based on criteria and requirement.
- Various States for user such as Active/Inactive/Pending etc.
- Change states of normal users as per requirement.

### **Important Features of Web portal:**

1. Email/Message integration to system for password recovery and OTP and information notifications.
2. Digital Signature/e-sign/Aadhar authentication and Integration to System.
3. User roles etc. in system to ensure various degree of control.
4. **Industry Standard Security that is being used by other Government departments for their financial web application Software.** Secure Login: • Admin section/user section must be protected by username and password and encryption using best security techniques. (at least MD5 encryption) • At database level also, password should be stored in encrypted format. • After 5 consecutive wrong attempts the user should be put in blocked state and new password would be reset through email and mobile OTP after permission from competent level.

**Presentation: - Bidder may be asked to give a brief presentation to the concerned officials of MMMUT explaining the implementation approach/ modules/ workflow/ development and maintenance techniques/ testing standards/ future support for software.**

**Training: -** For smooth operation of Web application software, proper general training of its users shall have to be provided at Account Section, MMMUT. Step by step User guide for each module which must contain each detail shall be given in word files/pdf files to concerned officials.

### **Project Requirements:**

1. Developer must follow guidelines for Government of India/ U.P. Government/National Informatics Center (NIC) for such web application software to ensure proper standardization of all content including interface, procedures/methods/code and database. This Web application software must be ready to be integrated with required government portals such as Darpan/e-district and other government portal developed by National Informatics Center (NIC). It shall be the complete responsibility of bidder firm to provide full integration to such portals in coordination with university officials. Web application software needs to be designed with all dynamic features for up-dation and prescribed web accessibility features as below • Least site opening time • Clean and professional design • Word class Security of Web application software **Static Pages:** Overview home page, definitions, disclaimer, employee info. have to be given for the Staff of Account Section, frequently asked questions (FAQ) & contact us etc. and **dynamic pages** contain above mentioned modules as per point no. 5.
2. **It will be the responsibility of bidder firm/company to incorporate old digital database of Account Section (as it is, at the time of project development) into new database and make it consistent with the new web application software system. New system should offer relevant provisions to digitize old hard copy records by scanning and uploading them and manual data feeding.**

**3. Three (3) year Maintenance/up-gradation:** The firm shall be liable to incorporate the required feature up-gradation, procedure up-gradation to implement new rules, security up-gradation, data backup and general maintenance of web application software as per requirement of University. This maintenance must be done in coordination with authorized person of university. Non-compliance in this regard shall attract major penalty to firm as mutually decided in Contract of work. The start date of this three-year maintenance period shall be the day after the date of final hand-over/delivery of web application software project.

**Development Environment/Platform:**

- .NET/ C#/ HTML/ CSS/ SQL/Windows Server/SQL Server/Digital Signature Integration Techniques/ etc.

**Operating Environment:**

- Windows 7/ 8/ 8.1/ 10
- Latest Google chrome/Mozilla Firefox/ Internet Explorer
- Incorporate the advanced web enabled security feature to avoid the viruses/theft/misuse.

**7. General Clauses**

**Standards of Performance**

- The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the MMMUT. The Bidder shall always support and safeguard the legitimate interests of the MMMUT, in any dealings with the third party.
- The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.
- The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and requirements. The Online Application and Counseling Software before installation will be subjected to 'Quality Assurance Test'.
- The security of the system should be fool proof and shall be treated as **“not fool proof”**, where unauthorized persons are able to access/infiltrate in to the system.
- The vendor/bidder shall be liable to pay to the MMMUT for any financial losses by way of some of system and process failure.

### **Consortium**

No consortium will be entertained by MMMUT. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the agreement with MMMUT or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

### **Governing Language**

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

### **Penalty Clause/Liquidated Damage**

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to the delay on the part of MMMUT, a penalty @ 0.5% of the bid value of the delayed stage of the item, per day (subjected to maximum 10%) may be imposed and accordingly the time for the next stage be reduced by the MMMUT, to account for the delay.

If the delay adversely affects conduct of examination the security deposit and performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The MMMUT may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.

### **Prices**

The prices quoted for the items/services shall under no condition change during the period of agreement.

### **Subcontracting**

The Bidder shall not subcontract the awarded contract or part thereof to any agency.

### **Termination**

The MMMUT, by written notice of at least 10 days sent to the Bidder, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the MMMUT's convenience and also the extent to which performance of the Bidder under the contract is terminated, and the date on which such termination becomes effective.

The MMMUT shall accept the items/services, which are completed and ready for delivery within 30 days after the Bidder's receipt of notice of termination, at the contract terms and prices.

For the remaining items/services, the MMMUT may elect:

- To have any portion completed and delivered at the contract terms and prices; and /or
- To cancel the remainder and pay to the bidder an agreed amount for partially completed items/services and for services previously accomplished by the Bidder.

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

### **Confidentiality**

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the MMMUT's business or operations without the prior consent of the MMMUT.

### **Force Majeure**

Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the MMMUT, regarding Force Majeure shall be final and binding on the Bidder.

If a Force Majeure situation arises, the Bidder shall promptly notify to the MMMUT in writing, of such conditions and the cause thereof. Unless otherwise directed by the MMMUT in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The MMMUT may, terminate this agreement by giving a written notice of a minimum 15 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 30 days.

### **Resolution of Disputes**

#### **ARBITRATION**

In the event of any dispute, difference or question arising out of or in any way touching or concerning the agreement between L1 bidder and MMMUT or the subject matter thereof on the respective rights, duties or liabilities of the parties under or in respect of the agreement shall be referred to the Registrar of the MMMUT, who will be the sole arbitrator. The award of the arbitrator shall be final and binding.

### Annexure 1: Bidder Profile

Sr No	Particulars	Response
1	Company Name	
2	Date of incorporation	
3	Company Head Office Address, Phone No, Fax No, telephone ID	
4	Registered office address, Phone No, Fax No, telephone ID	
5	Contact person Name (Single point of Communication)	
6	Address	
7	Telephone no.	
8	Mobile No.	
9	Fax No.	
10	E-mail ID	
11	Brief detail of same kind of projects implemented include project value	
12	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
13	Any Quality Certifications obtained, Submit details.	
14	PF Registration number	
15	Income Tax PAN	
16	GST Regd. no.	

**Seal/Stamp of bidder**

**Signature:**

**Name:**

**Designation:**



**Annexure 2: Past Experience of bidder firm**

<b>Sr No</b>	<b>Client Name</b>	<b>Project Title</b>	<b>Duration</b>	<b>Project Value</b>	<b>Work Order/Completion Certificate Attached (Y/N)</b>

**Annexure 3:Annual Turnover Statement**

**TO WHOMSOEVER IT MAY CONCERN**

The annual Turnover of..... For the past three years are given below and certified that the statement is true and correct.

**Turnover in Lakhs (Rs.)**

<b>Sr.No</b>	<b>Year</b>	<b>Total Turnover in Lakhs</b>
1		
2		
3		

Date:

Seal:

Signature of Auditor /Chartered Accountant

(Name in Capital)

## Annexure 4: Financial Bid (BOQ)

<b>Tender Inviting Authority:</b> Registrar, Madan Mohan Malaviya University of Technology, Gorakhpur				
<b>Name of Work:</b> "Development, Installation, Up-grading/Maintenance and Hosting of Web Application Software for Automation of Finance Section"				
<b>Contract No:</b> MMMUT/FS/Tender/2018/01				
<b>Name of the Bidder/ Bidding Firm / Company :</b>				
<b><u>PRICE SCHEDULE</u></b>				
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No. Item Description</b>	<b>Work Details</b>	<b>TOTAL ESTIMATED AMOUNT IN FIGURES</b>	<b>AMOUNT TO BE QUOTED (INCLUSIVE OF GST) IN FIGURES</b>	<b>AMOUNT TO BE QUOTED (INCLUSIVE OF GST) IN WORDS</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1	<b>"Development, Installation, Up-grading/Maintenance and Hosting of Web Application Software for Automation of Finance Section"</b>			
1.01	Design, Development, and Implementation of Software as per the scope of work mentioned with mandatory one year warranty from the date of successful installation of the software.	8,50,000.00		
1.02	The Maintenance of software for Three years including features/ procedures/ security up-gradation and hosting of software in Tier 3 or equivalent Data Center. (The 3 year maintenance cost shall be counted from the next year, just after completion of mandatory warranty.) The bidders are required to provide the maintenance for minimum three year period just after completion of purchase warranty however the maintenance cost shall be paid by university on yearly basis.	1,10,000.00 (For 1-Year approx. cost)		
<b>Total in Figures</b>				
<b>Quoted Rate in Words</b>				

**The bidders are required to quote their financial bids for the whole schedule as mentioned above in the Price schedule/financial Bid (BOQ) Annexure 4 of the tender. If any bidder mentions the incomplete specifications or quote partially of any item, their bid shall not be considered and rejected.**