

Request for Proposal (RFP)for Selection of Consultant/Firms/LLP/Companies for

DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF ERP FOR UNIVERSITY MANAGEMENT SYSTEM AT GUJARAT BIOTECHNOLOGY UNIVERSITY, GANDHINAGAR (Tender No: GBU/Admin/ERP/10/2022-23, dated-23/02/2023)

Gujarat Biotechnology University (GBU)Near Gujarat International Finance Tec (GIFT)-City,
Shahpur Village, Gandhinagar- 382355, Gujarat

Milestone Dates*		
Date of publication of Tender on public	23/02/2023	
procurement portal		
Pre-bid meeting	28/02/2023, 1500 Hrs.	
Last date of Online Submission of Tender	09/03/2023 up to 1800 Hrs.	
Last Date of receiving of physical copy of technical bid document including tender fees and EMD	13/03/2023 1459 Hrs.	
Date of opening of technical bid	13/03/2023 1500 Hrs.	
Presentations by Qualified bidders	15/03/2023 (Schedule will be intimated	
(In person at GBU Campus)	to qualified bidders on 10/03/2023)	
Date of opening of financial bid	Will be intimated to qualified bidder	

^{*}Any change in above dates would be published on website.

Tender Fees	5000 Rs	
EMD	2,40,000/-	
e-PBG	5% of Total order value	

Disclaimer

- The Request for Proposal (RFP) is issued by Registrar of Gujarat Biotechnology University(GBU) or the "Authority"
- 2. The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither GBU nor any of their officers; employees nor any of its advisors nor consultants undertake to provide any prospective bidder with access to any additional information or to update the information in this RFP or to correct anyinaccuracies therein which may become apparent. Each prospective bidder must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may this RFP and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project.
- 3. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing the Technical and Financial Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements, and information contained in the Bidding Documents, especially details regarding the project sites, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtains independent advice from appropriate sources.
- 4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 5. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.
- 6. The Authority also accepts no liability of any nature whether resulting from negligence or

otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

- 7. The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP at any time during the Bidding Process.
- 8. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure appointment of the bidder as Preferred / Selected Bidder.
- 9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Interpretation:

- 10. In the interpretation of this RFP, unless the context otherwise requires:
 - 10.1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
 - 10.2. Reference to any gender includes the other genders;
 - 10.3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule, or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule, or Recital of this RFP;
 - 10.4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed, or extended, from time to time, in accordance with the terms thereof;
 - 10.5. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
 - 10.6. Any reference to a person shall include such person's successors and permitted assigns;
 - 10.7. A reference to a "writing" or "written" includes printing, typing, lithography and

- other means of reproducing words in a visible form;
- 10.8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- 10.9. A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- 10.10. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
- 10.11. In the case of any conflict, discrepancy, or repugnancy between the provisions of the RFP documents, provisions of the Agreement shall prevail over and supersede the provisions of other documents;
- 10.12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement; and
- 10.13. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

11. Brief Introduction:

11.1. The Gujarat Biotechnology University (hence in after referred to as "Authority/GBU"), a State University located situated near Gujarat International Finance Tec (GIFT)-City, Shahpur Village, Gandhinagar- 382355, Gujarat, India is a modern, innovative, transformational institution, established in collaboration with the University of Edinburgh (hence in after referred to as "UoE"). GBU is supported by the Gujarat State Government and is located on a bespoke campus adjacent to GIFT City. GBU will place a culture of excellence in innovation and entrepreneurship at the core of all its activities to deliver biotechnology solutions for society's needs.

12. Brief details of the Current Project are as below:

Parameter	Details
Location	GBU Campus, Gandhinagar
Required work	Preparation of ERP for University management system
Estimated Implementation Period*	6 Months

- 13. Bidders who wish to participate in the online tender will have to procure / should have a legally valid Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying authorities of India.
 - 13.1. In case bidders need any clarifications or if training required to participate in online tenders, they can contact nprocure Support team: -

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n)Procure Support team:-

(n)code Solutions-A division of GNFC Ltd.,

(n)Procure Cell

403, GNFC Infotower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Phone

Airtel: +91-79-40007501, 40007512, 40007516, 40007517,40007525

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533 E-mail: nprocure@ncode.in

TOLL FREE NUMBER: 1800 419 4632 (EXT: 512,513,514,515,516,517)

13. Tender Documents can be downloaded from the websites: (i) https://nprocure.gov.in_(ii) https://gbu.edu.in before the Bid Due Date. The bidders are requested to submit the Tender Fee in form of the Demand Draft and EMD in the form of Demand Draft from a Bank acceptable to the Authority along with the Bids. Bidders are required to submit their Technical & Financial Bids online.

The Registrar, Gujarat Biotechnology University At-, Dist- Gandhinagar, Gujarat, Phone: +91 9909957407, Email: tender@gbu.edu.in, info-gbu@gujarat.gov.in

Visit us: www.gbu.edu.in

Information to Bidders

15. Definitions

- 15.1. "Authority / Client" means Gujarat Biotechnology University(GBU) and his/her representatives.
- 15.2. "Bidder" means any consulting firm/agency/organization/institution who is technically eligible for providing services to the Authority as per the scope of work under the Contract and is participating in this Tender Process.
- 15.3. "Consultant" or "Consulting Agency" or "Agency" means any entity or person that may provide or provide the Services to the Authority under the Contract.
- 15.4. "LOA" means the Letter of Award
- 15.5. "RFP" means the Request for Proposal prepared by the Authority for the selection of consultants.
- 15.6. Services" means the work to be performed by the Consultant as provided in this RFP and as contained in the Contract.
- 15.7. "Terms of Reference" (ToR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Authority and the Bidders, and expected results and deliverables of the project.

16. General Conditions

- **16.1.** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 16.2. Bidders shall furnish all relevant information, as per the formats provided in the RFP.
- 16.3. Proposals, as submitted by the Bidders, shall have a Bid Validity of 180 days from the last date of Bid Submission.

17. Clarifications and Amendment of RFP Documents

- 17.1. Any request for clarification must be sent in writing by paper, mail, facsimile, or electronic mail on email id tender@gbu.edu.in, info-gbu@gujarat.gov.in to the Authority's address as indicated. The Authority will upload a response to all such requests received by it on university website www.gbu.edu.in.
- 17.2. At any time before the submission of Proposals, the Authority may for any reason, whether at its initiative or in response to a clarification requested by a Bidder, modify the RFP documents by amendment. Any such amendment shall be issued in writing through Corrigenda. Corrigenda shall be uploaded on the website and shall be binding on all Bidders. The Authority may at its discretion extend the deadline for the submission of Proposals.

18. Pre-qualification Criteria

Bidders who comply with the following basic criteria are eligible for participation in this tender:

- **18.1.** The Bidder should be a private/public limited company, trust or partnership/proprietorship firm should be in existence in India for a minimum period of 5 years as on the Bid Due Date. Individuals are not eligible to participate in this RFP.
- **18.2.** The **Gross revenue for the last three financial years** should be more than 15 crores.
- **18.3.** ERP product must have been supplied in at least two universities in which one university should be National level and one university should be regional in India.
 - 18.3.1. Note: The experience in similar nature of work should be supported by work order issued.
- 18.4. The Bidder should not be blacklisted by any Government Department, Organization, Corporation, or any other body.

Preparation of Proposal

- 19. The Bidders are required to submit the proposal in two parts in two separate envelopes/parts and put together in one single outer envelope. The Two parts shall be captioned as follows on the respective envelopes:
 - 19.1. Part 1: Bid Processing Fee & EMD.
 - 19.2. Part 2: Technical Proposal (Original)
 - 19.3. The Technical Proposal needs to be submitted online on nprocure.gov.in
 - 19.4. The Financial Proposal needs to be submitted online on https://www.nprocure.com/ The proposal shall be written in English only. DO NOT SUBMIT FINANCIAL BID OFFLINE.
 - 19.5. The Part-1 submission (Cover-1) & Part-2 submission (Cover-2) shall contain the following information as described in the ensuing sections.

20. PART 1: BID PROCESSING FEE and EMD

- 20.1. Bids submitted without Bid Processing Fee and/or EMD shall be summarily rejected and will not be evaluated. Any delay in receipt of any document will make the bidder liable for rejection.
- 20.2. **Bid Processing Fee:** Bidder has to furnish, as part of its proposal, a non-refundable Bid Processing Fee amounting to 5000. The Bid Processing Fee shall be submitted in the form of a demand draft drawn in favor of The Registrar; Gujarat Biotechnology University payable at Gandhinagar.
- 20.3. Earnest Money Deposit: Bidder has to furnish, as part of its proposal, Bid Security / Earnest Money Deposit amounting to 240000(two lakh forty thousand only) in the form of either BG or a DD. The validity period of the Bid Security, in case of Demand Draft, shall not be less than 85 (eighty-five) days from the Bid Due Date (which shall be extended on mutual agreement) and in case of a Bank Guarantee, shall not be less than 180 (One hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and maybe extended as may be mutually agreed between the Client and the Bidder from time to time. The list of applicable banks is placed in Annexure 2. The EMD of the unsuccessful

bidders shall be returned by the Authority preferably within 15 days of the signing of the Agreement with the Successful Bidder. The EMD of the successful bidder shall be returned upon submission of the Performance Guarantee.

21. PART 2: TECHNICAL PROPOSAL

21.1. In preparing the technical proposal, Bidders are expected to examine the submission documents/ format / enclosures, etc., comprising this RFP in detail. Material deficiencies in providing the information requested may result in the rejection of the proposal.

22. PART 3: FINANCIAL PROPOSAL-to be strictly submitted online only

- 22.1. In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. It should include all costs associated with the development of ERP for University Management System including (a) remuneration to the staff and (b) rentals / fixed rates / reimbursable such as subsistence (per diem, housing), transportation (for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rental, etc.
- 22.2. The Financial Proposal should clearly identify and include all the taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Bidders, and their personnel, and include as part of their offer.
- **22.3.** In Remarks, bidders can express the price of their AMC or other services in % unit of the Total Project Cost. A format of the same is placed at **Annexure 1: Financial Proposal Submission Form (to be submitted online only on n-procure website).**
- **22.4.** The financial bid approved by the client is fixed and shall not be increased under any circumstances.
- 22.5. Financial Bids to be submitted on-line only.
- 22.6. Conditional Tenders/bids shall not be accepted.

Tender Evaluation

23. Stage 1: Technical Evaluation

- 23.1. The Evaluation Committee appointed by the University shall evaluate Technical Proposals. First of Committee will check the tender fee and EMD submitted by the bidder.
- **23.2.** Only bidders who meet pre-qualification criteria will proceed for Technical Evaluation.
- 23.3. The Technical evaluation criteria will be based bidder's turnover, experience and matching with all technical parameters. The Bidders are required to give a presentation detailing their understanding of the Terms of Reference, work plan, methodology, experience, etc. The bidders will be assessed as under:

Sr. No	Technical Evaluation	Evaluation Parameters	Maximum Marks
	Criteria		IVIAI NS
1	Project Understanding, Approach & Methodology & Work Plan	 Following parameters will be evaluated: Understanding of the project and Proposed solution and solution design of the complete project Strategy to ensure implementation of project within stipulated timelines Approach towards the scalability 	30 Marks
2	Requirements Understanding, Risk Mitigation and SLA management	 Identification of major risks and their mitigation plan Approach to maintain all the SLAs and handling change requests. Non-Functional & functional Requirements 	35 Marks
3	Presentation and Q&A	 Implementation Agencies understanding of requirements (functional and non- functional) and completeness of proposed solution Presentation of Approach & Methodology for Implementation including all points mentioned above Timeline for phase wise implementation Clarifications given during Presentation. 	35 Marks

Only bidders who secure 70% and more in the above will be eligible for Financial Bid opening.

Stage 2: Financial Proposal Evaluation:

After the evaluation of the technical proposal is completed, the Authority may notify those Bidders whose Technical proposals were considered non-responsive and not qualifying as per RFP Terms of Reference, indicating that their Financial Proposals will not be opened.

The Authority shall inform the Bidders who have qualified in the Technical Proposal after the evaluation of Technical Proposal before the date of financial bid opening.

The Financial Proposals shall be opened from the n-procure website in the presence of the Bidders/ authorized representatives who choose to attend.

It is expected that Bidders shall determine the costs appropriately and shall take necessary care in allocating budgets adequately to major components of the study.

The price bid to be considered for evaluation shall include GST, and other taxes, if any.

Selection Process and Assigning of Work:

The successful bidder will be selected based on assessment of skills and understanding/analysis of the project scope (Technical Evaluation) and cost i.e. Quality and Cost Based Selection (QCBS).

Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy percent) while the financial proposals will be allotted weightages of 30% (Thirty per cent). The proposed weightages for quality and cost shall be specified in the RFP. Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the proposal shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

Where

C = Evaluated Bid Price

 C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids T =

the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weightage for the Price as specified in the Bid

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid

As an example, the following procedure can be followed. In a particular case of selection of proposal, it was decided to have minimum qualifying marks for technical qualifications as 70 (Seventy) and the weightage of the technical bids and financial bid kept as 70:30 (Seventy: Thirty). In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

A: 75 Marks B: 80 Marks C: 90 Marks

The minimum qualifying marks were 70 (Seventy) thus, all the three proposals were found technically suitable. Using the formula T/T high, the following technical points are awarded by the evaluation committee:

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A: 75/90 = 83 points B: 80/90 = 89 points C: 90/90 = 100 points
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The financial proposals of each qualified consultant were opened after communicating the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under:

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A: Rs.120.
B: Rs.100.
C: Rs.110.
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Using the formula C_{low}/C, the committee gave them the following points for financial proposals:

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A: 100/120 = 83 points
B: 100/100 = 100 points
C: 100/110 = 91 points
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In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

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Proposal A: 83x0.30 + 83x0.70 = 83 points.

Proposal B: 100x0.30 + 89x0.70 = 92.3 points

Proposal C: 91x0.30 + 100x0.70 = 97.3 points.
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The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 83 points: H-3 Proposal B: 92.3 points: H-2 Proposal C: 97.3 points: H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

24. Negotiations

- 24.1. Before the expiration of the period of validity of the proposal, CLIENT shall notify the successful Bidder who has emerged the L1 Bidder and invite them to negotiate as per CVC guidelines.
- 24.2. In case even after negotiation price is not reasonable as per the financial evaluation committee tender will be cancelled and fresh tender will be invited.

25. Stage 3:- Award of Work

25.1. After completion of negotiations with the preferred bidder, the Authority shall award the work to the selected Consultant by issuing a Letter of Award.

25.2. The successful Bidder with whom the Consultancy Agreement (the "Agreement") is signed is expected to commence the project on the date and at the location specified as indicated by the Authority during the negotiation meeting.

Confidentiality

- 26. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process without the consent of the appropriate Authority.
- 27. The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.
- **28.** Notwithstanding the aforesaid, the Consultant, its Sub-Consultants, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
 - 28.1. was in the public domain before its delivery to the Consultant, its Sub consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub consultants and the Personnel of either of them;
 - 28.2. was obtained from a third party with no known duty to maintain its confidentiality;
 - 28.3. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants, and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
 - 28.4. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

Right of Rejection

- 29. CLIENT reserves the right to reject any or all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFP before, and including the pre-proposal meeting date, to proceed to do the work otherwise, withdraw this RFP, not award the work, or not award a portion of work at any time. The receipt of proposals shall not in any way, obligate the CLIENT to enter into a Consultancy Agreement or any other agreement of any kind with the Bidder. All submitted copies of the proposals shall become the property of the CLIENT.
- 30. CLIENT reserve the right to disqualify/reject bid of any bidder at any stage of evaluation of bid if found to have any kind of fraudulent practice. Any legal pending case or any other instances of malpractice,

unsatisfactory services in past or incomplete work determined by the GBU, at their best interest.

Right of Dispute

31. CLIENT reserves the right if any issue, differences or dispute arising out of the interpretation and implications of the tender shall be decided upon by Vice Chancellor of the Gujarat Biotechnology University and the decision shall be final and binding.

Liquidated Damages and Penalties

- 32. Liquidated Damages for delay: In case of delay in submission of any deliverable, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Consultancy Fee per week, subject to a maximum of 5% (Five percent) of the Consultancy Fee will be imposed and shall be recovered by an appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, a suitable extension of time shall be granted on a written request justifying the cause of such action.
- 33. Encashment and appropriation of Performance Security: The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of a breach of this Agreement or for recovery of liquidated damages specified in the Tender Clause.
- 34. Penalty for deficiency in Services in addition to the liquidated damages not amounting to penalty, as specified in the Tender Clause, a warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services harming the Project on the reputation of the Authority, other penal actions including debarring for a specified period may also be initiated as per the policy of the Authority. If a major deficiency of significant nature in the services is observed, an additional levy of compensation up to a Maximum of 5% of the consultancy fee shall be made on the consultant. In this regard, the decision of university will be final and binding.

Documents prepared by the Consultant to be the property of the Authority

- 35. All ERP Software for University Management System, data, notes, computer files, reports, User manual records, documents, and other materials (the "documents and materials") prepared by consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of GBU and shall be delivered to GBU upon request of the Competent Officer or upon the termination of the Agreement, and
- 36. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of Authority, and to the extent permitted by law, shall become the property of the Authority. Consultant may retain copies thereof for its files and internal use. Any Use of Software directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first got approved by Authority.

Terms of Reference

43. About Project

Parameter	Details
Location	GBU Campus

	Design, Development, implementation & Maintenance, of ERP for University Management System at GBU
Estimated Implementation Period*	6 Months

44. **Scope of Work & Technical specification**: - The brief scope of work and technical specifications are given below:

45. Technical Specification of the ERP

- **45.1.** There is a requirement of integrating various functions of the University, namely student lifecycle, faculty lifecycle, finances, admissions, examinations and administration. Towards this, it is proposed that a University Management System (UMS) be setup at GBU.
- **45.2.** The new website has to be developed for GBU and the ERP need be integrated with GBU web portal.
- **45.3.** The ERP will be hosted on GBU Server/Data Centre/Cloud.
- **45.4.** Service provider should provide one-year warranty and AMC for further four years including the free consultancy, training, up gradation, addition of modules of software and repair of hardware.
- 45.5. The service provider will carry out detailed system study to understand the requirement of various department and schools before implementing the solution. The requirement may require customization of the solution which will have following timeline for execution of the whole project: -

<u>Time</u>	<u>Task</u>
T0	Award of the contract
T1-T15	System study & Presentation to GBU Project Management group
T15 onwards	Execution of the University Management System
T15-T30	Implementation of Basic data and Admissions Module
T120 Onwards	Data Migration
T160 Onwards	Validation of the System
T180	Hand Over

- 45.6. The Vendor will provide detailed & complete training to University Management team comprising of one manager, and two developers/administrators. Vendor will provide above team, duly vetted by GBU.
- **45.7.** Vendor will provide the list of appropriate personals for real-time or as quick as possible resolution of Queries during implementation, and after that during AMC period.
- 45.8. Vendor will appoint competent consultant for the implementing the University Management System, and one-point contact for years after that during the AMC period
- 45.9. Vendor will provide training to all user/departments/schools over a duration of 6 months. Training schedule will be decided in consultation with GBU Project Management Group.
- **45.10.** Vendor will depute one ERP coordinator up to 2 years and one developer upto 1 years after implementation.
- 46. **Modules The** following modules are recommended in the UMS:
 - Marketing & Admission
 - o Customer Relationship Management
 - o Online Admission Portal and Counselling System

- o Merit List
- Student Section
 - Student Data Management
 - Student Reporting
 - o Auto Enrolment Generation
 - o Grade Card Distribution
 - o Bonafide Certificate
 - o I-Card Printing
 - o SMS Integration
 - o Telegram Integration
- Academics & LMS
 - Semester Registration Process
 - o Academic Process (Syllabus, Timetable, Attendance, etc.)
 - Mentoring
 - o Parents Meeting
 - o Suspension/Detention Management
 - o Program Elective
 - o Open Elective
 - o Class Ledger
 - o Student Portfolio
 - o Student Leave Management
 - o Feedback System
 - Class Observation
 - o E-Content
 - o Student Project
 - o Rubrics
 - Communication Skill Assessment Portal (LSRW)
- MOOC Platform
 - o Course Creation and management
 - o User Management
 - o Reports
- Examination
 - Exam Scheduling
 - o Question Paper and Answer Sheet Management
 - o Supervisor and Paper Checker Management
 - o Online Exam Forms
 - o Block Management
 - o Various Marks Entry Modes
 - o Result Generation and Declarations
 - o Reassessment Processes
 - Desktop based E-assessment
 - Android based E-assessment
 - Online Examination
 - Proctored Examination
- E-Assessment
 - Desktop based E-assessment system
 - Mobile based E-assessment system with offline features
 - o Integrated with examination module

- Auto Allotment of answer sheet
- Monitoring of assessments

Accreditation

- o Automated Course file
- OBE Based Automations
- Career Development & Placements
 - o Placement Dashboard
 - o Campus Drive Management
 - o Placement Team Management
 - o Placement Drive Attendance Management
 - o Training Dashboard
 - Various Alerts
 - Online Training Test
 - Training Activities Data Management (Group discussion, Personal interview, etc.)

Library

- o Books Procurement.
- Catalogue Management
- o Books Borrowing Privileges
- Library Calendar
- RFID/Barcode Integration
- o Biometric Integration
- o Auto Issue/Return
- User Management
- Fine Management
- Library OPAC

HRMS

- o Recruitment Portal
- o Employee Management
- Biometric Attendance Integration
- Leave Management
- Salary 0
- o PF
- o No Due Process
- Visiting Faculty Management
- Performance based appraisal system (Teaching).
- Appraisal System (Non-Teaching)
- o CUG Management

- Administration
 - Inventory
 - o Transportation
 - o Hostel
 - Guest House
 - o Canteen
 - Location Management
 - o Bill Management
 - Dispatch Management 0
 - Xerox Management

- o Violence Management
- Maintenance
- House Keeping
- o Key Management
- o Water Management
- o Electricity Management
- o Internal Audit
- o Gate Pass
- Security
- University & Institute Management
 - o Events
 - o Task Management Tool
 - o Meeting Management
- Institute & Student Support
 - Student Login Portal
 - Student Interaction
 - Refund Process
 - o Online Notice
 - o Student Railway Passbook
 - o Survey System
- International Affairs
 - o International Students Management
 - o FRRO Management
 - o Visa Management
 - Various Alerts
 - o International Cultural Days Management
- Sports
 - o Sports Resources Management (Equipment & Materials)
 - o Sports Integration with Academics
 - Students BMI Tracking
 - o Indoor Games Access Management
- IT Infrastructure
 - o IT Resources Management
 - o Server Monitoring
 - Data Backups
 - o IT Activity Management
 - o IT Helpdesk
- University Website on University Cloud/Server (Boot Model)
 - o Dynamic Website with Students admission and staff recruitment facility
 - Website should have appropriate integration with ERP
 - o Faculty profiles
 - o Institutes profile
 - Event banner facility
 - o News and Banner for events
 - o Photo gallery
 - o Website should have appropriate interface to easily manage the website.
- Purchase and Store Management
 - Demand generation and approval

- o Vendor management
- o Bill/invoice processing
- o GPR/Dead stock management
- o Assets identification and management
- o Item issue and stock management
- Finance & Accounts
 - o Fees Management & Fees Reconciliation & Fees Reports
 - o Budget Management
 - o Faculty project fund management
 - o Expense Management
 - o PettyCash Management
 - o Salary Audit
 - o TDS Management
 - o Payment Gateway Integration
 - o Tally Integration

The UMS will allow for analytics and visualization, and will cater to future expansion in terms of number of students, faculty, administrative staff and campuses.

The bidder will train a team for maintenance of UMS as also future enhancements/ development.

Miscellaneous forms

50. Technical Proposal Forms

50.1. Technical Submission Checklist Bids must be accompanied by the following documents:

Sr.		Status (Submitted / Not Submitted	Page Number
No.	Enclosures to the Technical Bid	Not Submitted	
Envelo	oe 1		
	Bid Processing Fee & Earnest Money Deposit		
Envelo	pe 2		
1.	Technical Proposal Submission Form & General information (As per Form 1)		
2.	Audited Balance Sheet (As per Form 2)		
3.	Format for Letter of Undertaking (As per Form 3)		
4.	A copy of the Registration / Incorporation Certificate of Bidder		
5.	A copy of PAN of Firm		
6.	Experience details of the Bidder (As per Form 4)		
7.	Team Profile and CV (as per form 5)		
8.	Printed copy of the Technical Presentation		

Form 1: Technical Proposal Submission Form

(On the letterhead of the firm)

To, The Registrar, Gujarat Biotechnology University Dist-Gandhinagar, Gujarat

Sub: Submission of proposal for Development and implementation of ERP for University Management System

Sir,

We, the undersigned, offer to provide the consulting services for the captioned project per your Request for Proposal dated ______, and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal sealed under an envelope.

This Bid and the LoA issued by the Authority in place of its acceptance shall form part of the Agreement to be signed between the Preferred Bidder (the *Consultant") and the Authority. If a Bidder is nominated as Preferred Bidder, we understand that it is based on the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter and that any circumstance affecting our continued eligibility as per RFP or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this Bidding process.

We undertake, if our Bid is accepted, to complete the project within the stipulated time.

We agree to abide by this Bid for a period of 180 (one hundred and eighty) days from the Bid Due Date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

In the event of our Bid being accepted, we agree to enter into a formal agreement with the Authority, incorporating the conditions of the Bid including the addendum, if issued.

We agree that if we fail to fulfill any of the conditions mentioned in RFP (or any subsequent modification/addendum/corrigendum), Authority has the right to forfeit the Bid Security being furnished by us along with this Bid.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

We understand that Authority is not bound to accept any or all bids it may receive.

We declare that we have disclosed all material information, facts, and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as aconsultant.

We do also certify that all the statements made and/or any information provided in our proposal are true and correct and complete in all aspects.

We declare that if Authority discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the bid evaluation process and forfeit our Bid Security.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from negotiations.

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

Our organization details are as follows:

S. No	Particulars	Details
1.	Basic Information of Bidder	
a)	Name of Firm	
b)	Type of firm	
c)	Address of the corporate headquarters and its branch office(s), if any, in India	
d)	Date of incorporation and / or commencement of business	
f)	Bidder is private/public limited company, trust or partnership/proprietorship firm in India. Please give details & enclose relevant papers / certificates.	
g)	Details of Income Tax Registration (Enclose PAN / GST Details)	
2.	Brief description of the Company including details of its main lines of business.	
3.	Proposed role and responsibilities of the Company in this project	
4.	Details of the individual (s) who will serve as the point of contact/ communication within the Company: Name Designation Address Telephone Number / Mobile E-Mail Address Fax Number	

Yours Sincerely

Authorized Signature (In Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial Summary of the Bidder

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

S. No	Financial Year	Average Annual Turnover
1	2021-2022	
2	2020-2021	
3	2019-2020	
	[Average Annual Turnover]	[indicate the sum of above divided by 3]

Note: Bidders are required to provide data for the last three years ending 31st March 2022. CA /Audited Balance Sheets are also required to be submitted for the same.

Signature of Chartered Accountant with seal

Signature of Applicant(s)

Form 3: Format for Letter of Undertaking

(Same should be furnished by the bidder on their letterhead)

Date:
To, The Registrar GBU Gujarat Biotechnology University Dist-Gandhinagar, Gujarat
Sub:
Sir,
Concerning this tender, I/We confirm the following:
Declaration for Not Blacklisted: I/We hereby confirm that our firm has not been banned or blacklisted by any government organization / Financial institution / Court / Public sector Unit / Central Government / State Government as on the Bid Due Date.
Indemnity Undertaking:
I / We on behalf of our firm, hereby agree and undertake that I / We have understood all the rules, regulations, guidelines, and procedures, and all staff Technical & NonTechnical working on behalf of our firm will abide by all the rules, regulations, guidelines, and procedures.
I / We also declare that our firm will be responsible for any safety violations/accidents etc. in providing services as per the Agreement. CLIENT will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I hereby declare that I am / we are sole responsible on behalf of the firm for giving suchdeclaration.
Anti-Collusion Certificate: I / We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or collusion with any other Bidder or any other person(s) and also not done any act, deed, or thing which is or could be regarded as anti- competitive, restrictive, or monopolistic trade practice.
We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.
History of Litigation: I / We hereby provide details / Information on any history of litigation or arbitration resulting from contracts in the last five years or currently under execution/operation: Dated this, 2022
Name of the Bidder
Signature of the Authorized Signatory
Name of the Authorized Signatory

Form 4:

DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 05 YEARS

Summary Projects Sheet Name of Name of Work for which Client Sr. Date of Dateof Type **ERP** of Experience developed by the Documentar no' start Completio The y Proof firm/Company/L S certificate L P etc has been submitted 1. 2.

Note: Add rows as required

3.

Note: Each project profile has to be duly supported by documentary evidence for being considered for marking. Projects without evidence shall be rejected. Only eligible projects (as per terms & conditions as provided in RFP) shall be considered for marking.

Name of the Bidder

Signature of the Authorized Signatory

Form 5: Team Profile

Key Personnel

S. No.	Name of Employee	Designation	Qualification	No. of Years with the Company	Total Experience in years
1					
2					
3					
4					
5					

Note: Add rows as required

Name of the Bidder

Signature of the Authorized Signatory

GENERAL COST PROPOSAL FOR RFP (To be submitted online only)

Provided your best pricing for the element of RFP. Also include an itemized price breakdown of all individual components offered as part of the software, hardware/equipment, installation / Implementation, Maintenance, and support. Provide any assumptions that have been taken as regards number of students, faculty, staff, campuses, additional centres, alumni, accreditation, accredited students etc

Fixed Cost: This price will be considered for BID Evaluation. This should include

Sr	Component	Amount (Rs.)	Remark
[A]	ERP		
1	ERP Price		
2	Installation and Setup (One time)		
3	ERP AMC for 4 Year		
4	1 (one) ERP Coordinator for 2 Year		
5	1 (one) experienced programmer for 1 Year		
	Total Cost		

<u>Note-1:</u> The above Total Cost only, will be considered as a quoted price (financial bid cost) for evaluation of BID in QCBS. Please mention this cost in Financial Proposal Submission Form. This total cost should include all taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Bidders, and their personnel, and include as part of their offer.

Variable Cost: This price will NOT be considered for BID Evaluation.

Sr	Component	Amount (Rs.)	Remark
[B]	Software & licenses		
1			
2			
3			
4			
5			
	Total cost of Software		
[C]	Hardware		
1			
2			
3			
4			
5			
	Total cost of Hardware		

<u>Note-2:</u> University will provide the listed software and Hardware (if University have), or Vendor have to procure and provide the same at the rate (cost) mentioned for specific Software/Hardware in [B] and [C], and these Software/Hardware will be property of University, with no right of vendor other than installing/configurating/setting up the same during the implementation and AMC period.

Notes

- 3. One time setup cost should include initial Implementation Training for Technical users, Rollout Training for User Group, Training Material, etc
- 4. Software should also list the cost of any license required for Integration with 3rd Party including biometrics, RFID, any other Fees including software licensing etc
- 5. The Staff mentioned above would be solely for onsite requirements at University campus, and have to work as directed by University officials.
- 6. If University wants to deploy additional staff other than mentioned above, then vendor needs to provide the same at the rates provided above upto the period mentioned, and at not more than 20% escalated rates for every subsequent year thereafter.

Additional Charges (If any)

Consider 200 numbers of staff users (including teachers) and the annual enrollment of 300 students/researchers. Provide a detailed description of any annual or other cost adjustments that should be expected for any and/or all of the following:

- 1. Change in number of students and Enrolment changes impact the number of students served and accounted for by the UMS proposed in the RFP.
- 2. Personal changes require a change in number of academic and administrative user group and/or a number of users, roles and responsibilities.
- 3. Program enhancement or changes in service offering from the offer or over the course of the contract.
- 4. Changes in the state / federal reporting requirements, and new reports.
- 5. Customization of reporting options.
- 6. Annual cost/rate adjustment.
- 7. Other (as needed)

Additional Charges	Amount (Rs.) Fee For Service (if annual fee)	Amount (Rs.) Per (Hour/Other) (if fee per hour/others)

Annexure 1: Financial Proposal Submission Form

Date
To, The Registrar Gujarat Biotechnology University GIFT City, Dist-Gandhinagar, Gujarat
Sub: Financial proposal for Development and implementation of ERP for University Management Services at Gujarat Biotechnology University, GIFT City, Gujarat.
Sir, We, the undersigned, offer to provide the consulting services for the above following your Request for Proposal dated [Date], and our (Technical and Financial Proposal). Our financial proposal is for a Rupees
Our financial proposal shall be binding upon us subject to the modifications resulting from negotiations, up to the expiry of the validity period of the Proposal, i.e., [Date].
We understand that you are not bound to accept any Proposal you receive.
Name of the Bidder
Signature of the Authorized Signatory