

BID DOCUMENT

(e - Procurement)

Project

INVITATION OF TENDER FOR ERP/UMS OF BANARAS HINDU UNIVERSITY



Issued On:

**BANARAS HINDU UNIVERSITY
VARANASI-221005, INDIA**

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Checklist for Bid/Tender Submission

(The following check-list must be filled in and submitted with the bid documents)

General Information

Sr. No.	Particulars	Yes/No
1	Have you attached the techno commercial unpriced bid form duly filled in appropriately?	
2	Have you attached a copy of the last audited balance sheet of your firm	
3	Have you attached the details of the income tax clearance certificate, and copy of Central / State sales tax registration certificate?	
4	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
5	EMD: Have you submitted EMD asked for (as specified in BDS).	
6	Have you attached the Technical Compliance Sheet.	
7	Have you enclosed the Work plan/Time line?	
8	Have you submitted the bids both techno commercial unpriced and priced bid separately?	
9	Have you enclosed the statement of deviations from financial terms and conditions, if any?	
10	Have you attached detailed Hardware specification required for the ERP/UMS implementation?	
Price Bid		
1	Have you signed and attached the priced bid form?	
2	Have you attached the detailed Proforma Invoice?	
3	Have you attached the price matrix as mentioned in Section IX.	

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Part-1

Bidding Procedures

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the “[Online Bidder Enrollment](#)” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
9. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘my tenders’ folder.
11. From my tender folder, he may select the tender to view all the details uploaded there.

12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
21. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
24. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document.

Section II: Instructions to Bidders

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Section II. Instructions to Bidders

A. General

1. Scope of Bid

1.1 Scope of Work :

In order to overcome the management and administrative difficulties, BHU desires to implement an **ERP (Enterprise resource planning)/UMS (University Management System)**. The systems would be integrated with existing Network accessible through intranet as well Internet, in order to replace the existing manual paper based system.

Banaras Hindu University intends to establish a Data Centre within the premises of BHU. The system would be implemented as a web-based application on server farm in order to replace the existing manual paper based system. The key point of the new system would be a web-based intranet system. The design of the system should be user friendly, enabling the existing staff to utilize the system with minimal training.

University looks for an Enterprise level system from the Vendor. The project requirements given here are a high end view and only indicative in nature. The Vendor is expected to follow Industry standards for project implementation. The Vendor is expected to perform the system study of the University departments, sections and offices and propose its own technically superior solution.

The university reserves right to implement the project in a phased manner.

1.2 Throughout these Bidding Documents unless the context otherwise requires:

- a. "in writing" means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- b. "singular" means "plural" and vice versa; and
- c. "day" means calendar day.

2. Corrupt and Fraudulent Practices

2.1 The Purchaser requires compliance with its policy against the corrupt and fraudulent practices as set forth in Section V.

2.2 Further in pursuance of this policy, Bidder shall permit and cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers to provide access to purchaser to all the accounts, records and other documents relating to submission of the applicant, bid submission (in case prequalified), and contract performance (in case of award), to inspect and to have them audited by auditors appointed by the purchaser.

- 3. Eligible Bidders**
- 3.1 A Bidder may be a firm, a company, a limited liability partnership (LLP), a government-owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.
- 3.2 In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract.
- 3.3 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. receives or has received any direct or indirect subsidy from another Bidder; or
 - c. has the same legal representative as another Bidder; or
 - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or
 - f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the contract implementation; or
 - h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or was provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - i. has a close business or family relationship with a

professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who:

- (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
- (ii) would be involved in the implementation or supervision of such contract.

3.4 A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.

3.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

4 Sections of Bidding Document

4.1 The Bidding Documents consist of Parts 1, 2 ,3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.

Part 1: Bidding Procedures

- Section I. Instructions for Online Bid Submission
- Section II. Instructions to Bidders
- Section III. Bid Data Sheet (BDS)
- Section IV. Prequalification
- Section V. Policy of University against the Corrupt and fraudulent Practices

Part 2: Supply Requirements

- Section VI. Schedule of Requirements

Part 3: Contract

- Section VII. General Conditions of Contract
- Section VIII. Special Conditions of Contract

Part 4: Bidding and Contract Forms

- Section IX. Bidding Forms
- Section X. Contract Forms

4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

4.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.

5 Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 5.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification results in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the due procedure.
- 5.2 If so specified in the BDS, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense.
- 5.3 The Bidder and any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and lands upon the express condition that the Bidder, its personnel, and agents shall indemnify the Purchaser against all liability in respect thereof.
- 5.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.5 The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
- 5.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.

- 6 Amendment of Bidding Document**
- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <http://eprocure.gov.in/eprocure/app>.
- 6.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's web page.
- 6.3 The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.

C. Preparation of Bids

- 7 Cost of Bidding**
- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 8 Language of Bid**
- 8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 9 Documents Comprising the Bid**
- 9.1 The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.

9.1.1 TECHNICAL BID

The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:

- (a) Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter);

- (b) Scanned copy of the completed schedules,
- (c) Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc.;
- (d) Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
- (e) Scanned copy of documentary evidence
 - (i) establishing the Bidder's qualifications to perform the contract if its bid is accepted and
 - (ii) the Bidder's eligibility to bid;
- (f) Scanned copy of
 - (i) documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and
 - (ii) conform to the Bidding Documents, and
 - (iii) any other document required in the BDS;
- (g) Scanned copy of Pre-qualification Details as per Section-IV like PAN/TIN/Sales Tax / Service Tax etc.
- (h) Technical Bid.

All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against Tender Fee/EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by post/speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any reason.

9.1.2 **COMMERCIAL BID**

The commercial bid comprises of :

- (i) Scanned copy of Tender Form (Price Bid)
- (ii) Price bid in the form of BoQ_XXXX.xls.
- (iii) Scanned copy of item wise breakup of price bid.
- (iv) Scanned copy of Price Matrix as mentioned in Section IX.

The Price bid format is provided as BoQ_XXXX.xls along with this Tender Document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to

quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.

9.2 In addition to the above requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement, there to.

9.3 The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

10 Tender Forms(Technical and Price) and Price Schedule(BOQ)

10.1 Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11 Alternative Bids

11.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

12 Bid Prices and Discounts

12.1 The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.

- (a) All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
- (b) The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
- (c) The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.
- (d) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 12.2 If so bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.
- 12.3 Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
- (a) For Goods manufactured in India:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any sales tax/VAT and other taxes payable on the Goods, if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) as specified in the BDS.
 - (b) For Goods manufactured outside India, to be imported:
 - (i) the price of the Goods quoted under Carriage and Insurance Paid (CIP) Model upto named place of destination in India as specified in the BDS;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
 - (c) For Goods manufactured outside India, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or

rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

13 Currencies of Bid and Payment

13.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees the portion of the bid price that corresponds to expenditures incurred in Indian Rupees, unless otherwise specified in the BDS.

14 Documents Establishing the Eligibility and Qualifications of the Bidder

14.1 To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.

14.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;
- (b) that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the

country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (c) that, the Bidder meets each of the qualification criterion.

15 Period of Validity of Bids

- 15.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid.
- 15.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

16 Bid Security

- 16.1 The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS.
- 16.2 If a bid security is specified, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a banker's cheque or Demand Draft ; or
 - (d) any other security as specified in the BDS,of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable. The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period.
- 16.3 If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Purchaser as non-responsive.
- 16.4 If a Bid Security is specified, the Bid Security of

unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security.

- 16.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 16.6 The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
- (a) if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
 - (b) if he being successful Bidder fails to:
 - (i) sign the Contract; or
 - (ii) furnish a performance security.
- 16.7 The bid security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable entity at the time of bidding, the bid security shall be in the names of all members as named in the letter of intent.

D. Submission and Opening of Bids

- 17 Sealing and Marking of Bids** 17.1 The Bidder shall submit the bids electronically, through the e-procurement system (<http://eprocure.gov.in/eprocure/app>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.
- 18 Deadline for Submission of Bids** 18.1 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 19 Late Bids** 19.1 The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
- 20 Withdrawal, Substitution, and** 20.1 A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but

Modification of Bids

not beyond.

20.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.

21 Bid Opening

21.1 The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify.

21.2 The withdrawn bid will be available in the system therefore will be considered, If bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.

21.3 The Purchaser shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.

E. Evaluation and Comparison of Bids

22 Confidentiality

22.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.

22.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the

time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.

22.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

23 Clarification of Bids

23.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.

23.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

24 Determination of Responsiveness

24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

24.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

24.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the 'Schedule of Requirements' Section-VI have been complied with,

without any material deviation or reservation or omission.

24.4 If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

25 Conversion to Single Currency

25.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.

26 Margin of Preference

26.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

27 Evaluation of Bids

27.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

27.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price
- (b) price adjustment due to discounts offered;
- (c) converting the amount resulting from above, if relevant, to a single currency;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in;

27.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

27.4 The Purchaser's evaluation of a bid shall exclude and not take into account:

- (a) in the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

27.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics,

performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

- 28 Comparison of Bids**
- 28.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP-Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 29 Qualification of the Bidder**
- 29.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.
- 29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder.
- 29.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
- 30 Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids**
- 30.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 31 Award Criteria**
- 31.1 The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents,

- provided the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 32 Purchaser's Right to Vary Quantities at Time of Award**
- 32.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 33 Notification of Award**
- 33.1 Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 33.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 33.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
- 34 Signing of Contract**
- 34.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 34.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 34.3 Notwithstanding anything contained in clause 34.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

35 Performance Security

- 35.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India.
- 35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Serial No.	A. General
1	The reference number of the Invitation for Bids is R/DEV./D/UPE/4204/ERP/UMS/8397 Dated: 30-01-2016
2	The Purchaser is Registrar , BHU, Varanasi
3	Maximum number of members in the JV shall be: 0

Serial No.	B. Contents of Bidding Documents
4	For Clarification of bid purposes only, the Purchaser's address is Registrar , BHU, Varanasi Attention : Mr. Sanjay Kumar, Jt. Registrar (Development) Street Address : Banaras Hindu University Floor/ Room number : 124 City : Varanasi ZIP Code : 221005 Country : India Telephone : 91-542-6701706 91-9453048781 Facsimile number : 91-542-2368174 Electronic mail address : drdevbhu@gmail.com
5	Web page : http://eprocure.gov.in/eprocure/app
6	A site visit shall not be organized by the purchaser.
7	A Pre-Bid meeting : NA

Serial No.	C. Preparation of Bids
8	<p>The language of the bid is: English or Hindi.</p> <p>All correspondence exchange shall be in English or Hindi language.</p> <p>Language for translation of supporting documents and printed literature is English or Hindi.</p>
9	The Bidder shall submit the following additional documents in its bid: NA
10	Alternative Bids shall not be considered.
11	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
12	Place of Destination: Banaras Hindu University, Varanasi
13	Final destination (Project Site): Banaras Hindu University, Varanasi
14	<p>The prices shall be quoted by the bidder in Indian Rupees</p> <p>The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees (INR).</p>
15	Manufacturer's authorization is Required
16	After sales service is Required, if applicable
17	The bid validity period shall be 120 days .
18	<p>EMD/Bid security shall be paid @ 2.5% of the estimated value(s) of quoted items by the way of Demand Draft (DD)/Bank Guarantee (BG) in favor of the Registrar, Banaras Hindu University, Varanasi-221005 and should be valid for a period of 45 days beyond the BID validity period. All tenders received without EMD/Bank Security shall be rejected.</p> <p>TENDER FEE : NIL</p>
19	Other types of acceptable securities: NA

Serial No.	D. Submission and Opening of Bids
20	<p>For bid submission purposes only, the Purchaser's address is Registrar, BHU, Varanasi.</p> <p>Attention : Mr. Sanjay Kumar, Jt. Registrar (Development)</p> <p>Street Address : Banaras Hindu University</p> <p>Floor/ Room number : 124</p> <p>City : Varanasi</p> <p>ZIP Code : 221005</p> <p>Country : India</p> <p>Telephone : 91-542-6701706 91-9453048781</p> <p>Facsimile number : 91-542-2368174</p> <p>Electronic mail address : drdevbhu@gmail.com</p> <p>The deadline for bid submission is:</p> <p>Date : 25 Feb, 2016</p> <p>Time : 04:00 PM</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>
21	<p>The bid opening shall take place at: Committee Room2, Central Office BHU, Varanasi</p> <p>Street Address : Banaras Hindu University, Varanasi</p> <p>Floor/ Room number : Room No.2</p> <p>City : Varanasi</p> <p>Country : India</p> <p>Date : 29 Feb, 2016</p> <p>Time : 3:00 PM</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>

Serial No.	E. Evaluation and Comparison of Bids
22	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees</p> <p>The source of exchange rate shall be: Reserve Bank of India.</p> <p>The date for the exchange rate shall be: Last day for submission of Bids.</p>
23	A margin of domestic preference shall apply.
24	<p>Evaluation will be done for concern equipment. NA</p> <p><i>Note: Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>

Serial No.	F. Award of Contract
25	<p>The maximum percentage by which quantities may be increased is: <i>NA</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>NA</i></p>

Section IV. Prequalification

Bidders shall be evaluated as per prequalification criteria. The bidders who fulfill the following prequalification criteria will qualify for further Technical evaluation:

Any undertaking has to be given by the authorized signatory of the company like Managing Director / President / Vice President or above, with evidence of board resolution to back it.

Sr.N o.	Qualification Criteria	Documentary to be submitted
A. Criteria related to Incorporation of the Firm, Legal entity:		
1.	No Consortium is allowed from the bidder. The bidding company Must be a registered company licensed to provide services tendered for and should be in existence for a minimum for 5 years as a registered company	Copy of Certificate of Registration / Incorporation
2.	The Bidder should be a company registered under Indian Companies Act 1956 or a Partnership Firm registered under Indian Partnership Act, 1932	The copy of Registration Certificate issued by Registrar of Firms/ Certificate of Incorporation issued by Registrar of companies must be attached.
3.	The Bidding company should be established IT Company/ IT System Integrator and should have been engaged in similar IT projects/ solutions business for a period of at least 5 years as on 30.11.2015.	Proof of Compliance in support may be provided.
B. Government Regulation		
4.	Bidder should never been blacklisted by any Central/State Government Organization or Department in India.	Affidavit from the Notary to be attached along with the Bid.
5.	Bidder should have valid Sales Tax/VAT registration number and Service Tax registration number.	The Bidder (not Individual) should have valid documentary proof of Sales Tax/VAT Registration Number and Service Tax Registration Number, TAN Number and should be attached along with the bid.
C. Criteria related to financial viability		
6.	The Bidder should have a valid ISO 9001:2008.	Copy of valid certificate
7.	The bidding company should have an annual turnover of not less than Rs. 100 Crores on an average for the last 3 financial years from software/IT projects. The bidder should also have turnover of atleast 10 Crores per year from ERP/UMS.	Copy of the audited Balance Sheet and Profit & Loss Statement of the company and Certificate from the Chartered Accountant.
8.	Bidder should have valid Income Tax returns for the last three financial years (i.e. 2011-12, 2012-13, 2013-14) and the Bidder (not individual) should have a PAN Card	Provide documentary proof of Income Tax returns for the last three assessment years. Provide copy of PAN card
9.	The bidder should be in a position to station adequate manpower to complete the entire implementation in a time period of less than 12 months from the placement of the order.	Enclose CV's of proposed Project Managers along with detail of specialist engaged, for the respective areas of installation and implementation of the system.

10.	The successful Bidder will not outsource the work or any part thereof required to be performed under the contract to a third party under any circumstances. This violation may attract cancellation of the contract and forfeiture of all the guarantees. In such a situation, the cost differential will also be recovered from the successful Bidder.	Undertaking by bidder need to be attached
D. Technical criteria		
11.	The bidding company should have proven track record of providing a successful Implementation of ERP/UMS in 3 reputed Institution/Universities of Higher Education. Bidder should list the entire module they support.	Completion Certificate or Work Order from at least one institutes of higher learning (Colleges with Undergraduate and Graduate Programs) listing all the modules implemented. Bidder should be able to demonstrate if asked for in any of the location where bidder has implemented most of the functionalities.
12.	The bidding company must have experience of successful implementation of ERP/UMS in an institution in India with a minimum student base of 5,000.	Client certificate signed by a competent authority clearly stating the scope, proposed solution implementation, current status and modules implemented
13.	The software solution should be completely web enabled (not client server based) and modular in design.	Self-Attestation Letter from the Bidder on company letterhead with seal.
14.	The solution should have the capability of running on desktops, as well as tablets and mobiles through native apps (android or iOS)	Self-Attestation Letter from the Bidder on company letterhead with seal
15	Proposed software application for BHU should support –all of the operating System, Microsoft Windows, UNIX, LINUX, and should work on any database and browser.	Vendor should provide detailed technology and justify all types of independence (Platform, database and browser)
16	The bidder should have designed and established a data center with server farm with redundant and failover servers in a large geographically distributed multi campus environment which should be running satisfactory for at least two years	Vendor should provide details of the hardware, software, networking, application software for any of the comparable project to BHU. They may also provide detailed specifications proposed for BHU.
17.	The software offered should be adoptable to open API, to enable software interoperability among various e-governance systems.	Open API features should be technically justified.
18.	The Application should be free from any third party proprietary software for its operation (with the exception of the database, OS and Application Server).	Technical justification is needed
19.	Bidders must have implemented Finance and Examination Module in a university/higher education system as well.	Certificate may be attached with name of organization used.

Technical Compliance Sheet

Technical Compliance Sheet for ERP/UMS to be filled by bidder and returned with Technical bid.

Evaluation would be limited to an exercise of verification of information provided by the Bidder & client references, which may include site visits. However, evaluation may lead to rejection of any bid found to be inconsistent with claims made by the Bidder.

S.No.	Description	Details
1	NAME OF THE FIRM	
2	CONTACT DETAILS (Head Office & Branch Office Addresses, Phone, e-mail ID) and support centre	
3	CONTACT PERSON (Name, email ID, Phone No)	
4.	ISO Certification Details	
5.	CST/VAT/Service Tax Registration/ PAN Copy Attached (YES/NO)	
6.	Balance Sheet and Profit & Loss Account for Last two years Attached (YES/NO)	
7.	Experience certificate of ERP/UMS software conceptualization, design, development, deployment, customization and maintenance (At least last two years as on 15 Dec, 2015)	
8.	Project of similar works in Universities/Institute (MoU/Order copies Attached) (YES/NO)	
9.	Number of clients for ERP/UMS in higher education sector	
10.	The bidder has to provide client reference checks in the higher education sector where work has been completed with at least 1 year of support (for each client)	
a.	Name of the Organization	
b.	Name of the contact person and contact details for the client	
c.	Total Cost of the project	
d.	Start date	
e.	Total number of courses/subjects registered	
f.	Number of transactions handled by the system on a yearly basis	
g.	Total number of students registered with the system	
h.	List of modules installed	
i.	Current status of (work in progress/completed)	
j.	Number of staff assigned	
k.	List technical security measures taken to prevent hacking and ensure protection of data	
l.	Name Server Operating system	
m.	Name RDBMS Database used	
n.	List open APIs available and name standard API framework used	
o.	Name Technology used	
p.	List Open source tools used	
q.	List Proprietary tools used	
r.	Name if any Android or IOS app available	
s.	Multi-lingual features catered to for the web site	
t.	Innovative solutions implemented	
u.	List steps taken to ensure high availability of application	
v.	Name upcoming technology roadmap for the client	
w.	List International e-learning standards implemented	

x.	Size of database, Explain Strategy to use backup in case of failure	
10	No of Technically qualified employee (Declaration on Company Letterhead)	
11.	Confirmation that the company has never been blacklisted (Declaration on Company letterhead) (YES/NO)	
12.	Technical Architecture Diagram Attached (YES/NO)	
13.	Detailed hardware specification attached(YES/NO)	
14.	Implementation Timeline Attached (YES/NO)	
15.	List Modules & Functionalities of each Modules (YES/NO)	

Section V. Policy of University against the Corrupt and Fraudulent Practices

Banaras Hindu University strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the University and besides it , University may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows:

- (i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹
- (ii) “Fraudulent Practices” is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;²
- (iii) “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
- (iv) “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴
- (v) “Obstructive Practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or

¹ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes university staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, “*party*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- b) Besides actions under clause (a) University may also take action to blacklist such bidder either indefinitely or for a specified period.

Part-2

Supply Requirements

Section VI. Schedule of Requirements

Contents

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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
1.	ERP/UMS	0.00	Nos.	As per tender documents	21	30	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1.	ERP/UMS				

1. If applicable

3. Technical Specifications

"Summary of Technical Specifications"

Introduction

Banaras Hindu University ranks among the first few in the country in the field of academic and research output. This university has two campuses, 4 institutes, 17 faculties, 140 departments, 4 advanced centers and 4 interdisciplinary schools. The University is making its mark at the national and international levels in a number of frontier areas of Science, Social Science, Medicine and Agriculture etc. BHU today has nearly 30,000 students including 2500 research scholars and 650 foreign students from 34 nations, under one roof who are pursuing different academic programs at this campus as well as the newly established Rajiv Gandhi South Campus.

BHU has established the Rajiv Gandhi South Campus at Barkachha about 75 Kms southwest of Varanasi on 2760 acres of land. The first academic session commenced from 2006-07 with six programs which has increased to more than 25 in the present session. This campus is emerging as a potential hub to impart education, training and entrepreneurship development skills, to the youth, women and marginalized sections of society in the backward region of Mirzapur and adjoining districts of Uttar Pradesh, Western Bihar and Northern Madhya Pradesh. The Campus is heading well as per your vision for education to generate new breed of human resource who would be job creators and not job seekers.

There are 60 hostels (including 17 Girls Hostel) with an accommodation capacity of 9128 students (7003 boys and 2125 girls) in the campus. The University provides accommodation to its faculty as well as staff. The numbers of residential quarters are 538 and 678 respectively for teaching and non-teaching staff. In addition, the University has 4 guest houses and a transit house to provide accommodation to the guests.

Objective

In order to overcome the management and administrative difficulties, BHU desires to implement an **ERP/UMS (University Management System)**. The systems would be integrated with existing Network accessible through intranet as well Internet, in order to replace the existing manual paper based system.

Banaras Hindu University intends to establish a Data Centre for within the premises of BHU. The system would be implemented as a web-based application on server farm in order to replace the existing manual paper based system. The key point of the new system would be a web-based intranet system. The design of the system should be user friendly, enabling the existing staff to utilize the system with minimal training.

University looks for an Enterprise level system from the Vendor. The project requirements given here are a high end view and only indicative in nature. The Vendor is expected to follow Industry standards for project implementation. The Vendor is expected to perform the system study of the University departments, sections and offices and propose its own technically superior solution.

The university reserves right to implement the project in a phased manner.

Scope of Work

1. The scope of work includes developing and implementing an integrated ERP/UMS hosted over a Server Farm in BHU Campus. University expects to deal with a single vendor, who shall be a Solution Provider, who would provide ALL the elements of the solution. The Vendor is expected to propose an integrated IT solution, which may include off-the-shelf (i.e., readymade, integrated & customizable) items suitably adapted to the University requirements.
2. The System shall operate in real time, without relying on periodic updates. There shall be a common database, which should support all applications. The system shall provide role based access to different stakeholders.
3. The solution should be a single application platform with the all solution components/modules integrated.
4. The system should be able to use Open Application Interface (API`s) to promote software Interoperable among various e-governance applications & system and provide access to data & services for promoting participation of all stake holders including citizens.
5. Study, Analysis, Design, Installation and Implementation of the University Activities Development and integration of modules as listed under section for "functional requirements".
6. The system will be designed to be used to analyze and facilitate strategic and operational activities in the University, generating information to improve efficiency and effectiveness of decision making. The system shall incorporate the best practices of each function, reflecting the Vendor's interpretation of the most effective way to perform each business process.
7. The bidder shall create a Data Centre with servers integrate with existing Network to be made accessible through intranet as well Internet, System Security (including Firewall and Antivirus) Components, Storage media (SAN/NAS) etc. suitable to guarantee the performance requirement in a cost effective manner.
8. The proposed IT infrastructure for BHU data center should have following details:
 - Servers specifications with adequate redundancy/fail over
 - Storage for complete solution
 - Network and Bandwidth Requirements
 - System software - database software and Operating system etc.
9. The bidder should propose appropriate Industry standard high-end configuration for the Servers. This should be done keeping in mind the complexity of the BHU requirements and also from the perspective of current and future needs of response time, data storage, archival etc. The bidder is expected to provide complete specifications of all the products. The University reserves the right to make appropriate verifications on all the products / components.
10. The hardware for data center will be procured by BHU separately, procurement of system software and the configuration and Integration will be done by Vendor.
11. The Bidder shall be responsible for making the complete process study to the satisfaction of the University and prepare a SRS document and get sign off, based on SRS designing the software system accordingly, installing and implementing the ERP/UMS-BHU, entering the base data (including master data), migrating the data available in digital form to the ERP/UMS-BHU system for 5 years in the form of a Facility Management Service. The Bidder may suggest technically superior alternative, wherever applicable, along with the explanations.
12. Subsequent to this study, the Vendor will have to first prepare a Requirement Study Document and then present the Gap Analysis report and detailed findings as part of Gap Analysis Document (GAD).
13. The Vendor shall also present a Work Breakdown Structure (WBS) identifying the major phases and milestones of the project in a summary fashion. It should provide an overview of the full scope and timeline of the project and specify the

Systems Development Life Cycle (SDLC) phases as a guide for WBS task development. The Special Interest Areas shall be identified and tracked outside the SDLC phase areas. The WBS shall form a part of the GAD.

14. The Vendor will have to obtain sign off for GAD and service level agreement/MoU on the customization effort from the University.
15. The Vendor shall prepare a detailed project plan drawing the time-lines for executing the project and shall get it approved by the University.
16. The Vendor shall perform the customization of modules already available with him as per requirements of GAD of ERP/UMS-BHU.
17. The Vendor shall have to Design and prepare the modules required by the University which are not available with him.
18. Prepare Unit Test plans (UTPs) and System Test Plans (STPs).
19. The Acceptance testing would include installing the application software in the User Acceptance Test (UAT) environment, executing acceptance tests using the acceptance test data provided by the University, documenting the discrepancies and defects encountered in the course of acceptance testing, jointly reviewing with authorized University personnel the discrepancies and defects with a view to diagnose the nature of the problems, attending to and fixing the deficiencies/defects arising from the software not performing in accordance with the GAD and once the discrepancies are resolved, repeating the necessary Acceptance Tests. The testing shall conclude only upon formal acceptance of the system by BHU.

Training

1. The Vendor has to arrange training the stakeholders. Training should not be confined only the initial training but it shall include continuous training programs and refresher courses for the success of the ERP/UMS. It is part of training that trainee should understand the basic concepts of ERP/UMS and familiarize on how to perform the day-to-day activities in the ERP/UMS system.
2. A select number of people will require more specific technical training so that they can design databases, write scripts, manage users, generate reports and query the database for specific requirements.
3. The system administrators need to be able to setup the system and then maintain it. They will require knowledge about how to handle system security and deal with technical problems. They will need to develop a level of understanding of the functionality so that, at some stage after implementation when the project team is disbanded, they are able to manage the system smoothly.
4. The goal of the training program would be to encourage employees to use the ERP/UMS software to the maximum and ensure that maximum return on investment is gained. The training program shall communicate to the staff that the ERP/UMS installation is vital for the future of the University and the staff.

Data Migration

The data already available in various systems across the University, which are useful for the processes of the University and the ERP/UMS, shall have to be migrated in the new system. Apart from this, the implementation of ERP/UMS shall require base data for all its functionalities. The data entry of base data and data migration from any existing system shall form part of the scope of work.

Documentation:

It is the responsibility of Vendor to provide at least the following documents to BHU:

- System Requirement Specification (SRS)
- Gap Analysis Document (GAD)
- Program Specifications
- Software Design Documentation (SDD)
- Development Methodology
- Test Plans
- Automated Test Scripts
- User Manuals
- Training Manuals
- Implementation Manuals

Availability

- 24 x 7 availability

Facility Management Service:

The Vendor, which will be finally awarded the project, shall be fully responsible for the entire project integration, its implementation and providing Facility Management Service [FMS] to maintain the same. The Vendor shall provide complete onsite warranty and Facility Management Services including upgrade & maintenance for a period of five years and this will be extendable. The Vendor shall permanently post its personnel for the period of contract in the University campus, who shall be responsible for the overall operation of the system, Hardware and the entire software. This would also include addressing and fixing any technical snags reported by the end user. The personnel should have minimum qualification of MCA or B. Tech/BE with reasonable experience of handling a network of this size. The entire payment of the FMS for the period may be included in the financial Bid. However the actual payments of FMS shall be made quarterly. The Vendor shall be ready to make further customization / any changes in the code as the need may arise from time to time during the above said period, without any extra financial cost. Vendor shall be responsible for complete maintenance support for all the items supplied, day-to-day operations & management of complete infrastructure.

Guaranteed Uptime:

FMS shall ensure a guaranteed uptime of not less than 98%, which shall be calculated as follows:

On all 24x7 hrs x 365 days a year, the system shall be up and running. It is assumed that BHU will be working 24 hrs round the clock for 365 days in a year and hence the total uptime works out to $365 \times 24 = 8760$ hour/annum. 2.0% downtime accordingly shall mean 175 hours in a year. However, the system shall be maintained in such a manner that on no occasion the system shall be down for more than 4 hours at a stretch and 20 hours in a calendar month. The same shall be construed as failure of FMS to rectify the system within the stipulated period and the penalty as indicated in the penalty clause shall be recovered, even though the total down time in the year up to that point of time/month/year may be less than the permissible downtime.

Downtime Penalty

For whole system downtime as defined above beyond the permissible period in a day/month/year a penalty at the rate of Rs. 2000/- per hour will be recovered for every additional hour of failure. However, if only a portion of the network or sub-network is down beyond the permissible limits, a penalty of Rs. 500/- per hour will be levied. The penalty time shall be arrived on the basis of 24 hours operation on each working day. Penalty for non-availability of the services of the network manager will be levied at twice the quoted rate per day derived from the quoted rate for providing the services of the network manager.

Data Storage availability

The University requires the on-line storage capacity to be monitored and upgrade suggested whenever storage exceeds 70% of disk capacity. University also expects the solution to include provision for complete online storage with a view to ensure seamless & automatic retrieval of data from past 5 years (current academic students).

Ownership of Data

- a. The University shall be the owner of all the data and the Vendor shall be the custodian of such data during their satisfactory performance under the Agreement, and shall also ensure its security and integrity.
- b. The Vendor shall ensure the provision of appropriate and adequate security levels, for protection of such data and other technology resources, which shall come into its custody during the implementation of the proposed solution.
- c. The infrastructure for the proposed solution, at each of the sites, shall be strictly and exclusively used by the Vendor for processing data related to the University only. Under no circumstances shall the infrastructure be used for any other purpose by the Vendor.
- d. The University / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Vendor to these control / access provisions.
- e. The Vendor shall develop and implement a —IT Security Policy for the proposed IT solution. This IT Security Policy shall be in line with international guidelines and standards. The Vendor shall also keep itself updated with the latest IT Security Policy of the Government.

Change Management:

- a) A **Supervisory Committee** shall be constituted by the University at the time of award of the final Contract / Agreement, which shall have a representative/s from the University as well as the Vendor.
- b) In the event a change is requested (either by the University or the Vendor) post customization & implementation of the proposed ERP/UMS-BHU solution, the Supervisory Committee shall consider the change in scope along with the development / change time estimate for the same.
- c) The Supervisory Committee shall evaluate the change Bid and if needed, recommend the change to the University.
- d) The approved changes shall be carried out by the Vendor as per the rate per "person-month" quoted through this Bid.

Supervisory Committee formation

A supervisory committee shall be constituted which will review the progress and provide necessary advice for mid-course corrections to the service provider. The committee will comprise of representatives of the University and the Vendor.

Project and Technical Risk Management Plan and Procedures Uptime:

The Vendor will be responsible for assisting the University in identifying and assessing potential technical risks of the project as well as identifying and managing actions to avoid, mitigate, or manage those risks. The Vendor is responsible for providing appropriate methods, tools and techniques for active identification and assessment of project technical risk; development of risk avoidance, mitigation or management strategies; and monitoring and reporting of risk status throughout the life of the project including the period of Facility Management Service. The University shall fully co-operate with the Vendor in this regard.

Services & Service Level Requirements:

The total outsourcing model expected by the University includes service requirements related to the solution for the University, within scope of this Bid. The services would include, but will not be limited to hardware software installation, maintenance, administration, network access, user support, training etc. The general working hours for the reference of the services are from 0800 Hrs. to 1800 Hrs. However, the service availability for certain critical functions is a must as and when requirement arises which include the administrative functions and the support services on 24X7 basis. Services shall include standard maintenance services, complaint tracking and record keeping. These would apply for the IT related infrastructure of the University/ERP/UMS-BHU, but limited to the software, applications, databases etc.

A request for hardware or software maintenance shall be recorded as service request, which include requests such as installation / re-installation, to change software applications. Turn around for such service request expected is within 3 days of logging of service request. Suitable alternative arrangements be provided in such situation.

System Administration services shall include, for example, troubleshooting and user support, file/system/application management, data storage monitoring and reporting, system error detection and correction, backup management, etc.

The turnaround time expected for all the scheduled services shall be defined at the time of finalization of SLA/ MoU with the Vendor, which for non-scheduled services (within working hours) is 1 day and during non-working hours is before the end of next working day. If however complaint is lodged on the last day of the week it should be rectified before end of the subsequent working day. The critical functions defined above cannot have any failure, and thus proper redundancies must be built in to the solution design.

The Vendor shall arrange centralized Help Desk service at each location, covering complaint registration, resolution & tracking services to support service calls for hardware, application software as applicable. The help desk service shall also include the generation of trouble tickets and submitting unresolved problems to the appropriate internal service providers.

The Vendor shall provide quarterly reports to support asset tracking, analysis and strategic planning. Asset tracking and inventory data must be provided to the University authorized persons, upon request.

The Vendor shall be responsible for development, documentation and implementation of IT and IS security management systems.

The performance of the Vendor will be monitored and recorded as necessary over the duration of the contract with respect to satisfactory fulfillment of all contractual obligations.

The Vendor shall assemble and create regular reports on the performance of application functions and enable continuous improvement of the in-scope services that the University receives. Routine meetings and reporting processes must be defined to ensure a smooth interface and timely resolution of issues.

The University requires a single interface to coordinate the delivery of all services from the Vendor. There must be routine and continuous interaction between the Vendor's staff and the users at the University location. They shall contribute significantly to bridge gap between the users, the University and Vendor's management.

(o) Time Line:

The entire work in the BHU main campus, BHU South Campus and other campuses of BHU shall be completed and 'Go Live' within 12 months from the 10th day from receiving SLA/MoU. Failing this, liquidated damages at a rate of 1/2 % of the contract amount per week of delay beyond the stipulated period, subject to a maximum of 5% of the total contract value for the delayed portion of the contract will be levied for delayed supply. The successful SP Vendor shall submit a Bar Chart / Program for completion of supply, erection & commissioning of the various components & sub assemblies along with manpower schedule.

The successful bidder shall submit a Pert Chart / Program for completion of supply, implementation, erection & commissioning of the various components & subassemblies as described in scope of work, along with manpower schedule.

Functionality Requirements

The application should be platform independent at the server side, and should allow any operating system from client side to connect to the application over intranet or internet. Data mining and warehousing support, providing multi-dimensional view of data, MIS and DSS reports is desirable from the application

The proposed system should be a comprehensive system that integrates all the departments/sections of BHU and automates most of its major functions.

The University is looking at the following key benefits from the proposed system:

- Online availability of information
- Improved administration & control
- Automated information flow across departments/sections/centers avoiding duplication
- Simplified processes
- Optimized resource allocation

The proposed system should have the following features that will benefit BHU:

- Graphical User Interface
- Standard API framework
- Online Help & User Manual
- Web enabled
- Multilingual support
- Mobile Device Interface (SMS/WAP)

- Smart Card Interface
- Barcode Compatibility
- International e-learning standard
- Compatibility with multiple browsers
- High availability
- Easy to upgrade i.e. server level upgrade only

Scalability

- New servers can be added dynamically to increase capacity
- Load balancing can be used to ensure that the servers are proportionately utilized
- Should be able to integrate with other systems available

Security

- SSL
- Data encryption
- Provision for Firewall and DMZ provides security from outside attacks
- Application level security in terms of user roles & responsibilities
- Security must be addressed through OS security and application Security. Please give details of the security architecture for the following
 - Log in security
 - Network security
 - Operating System security
 - Application related security
 - Antivirus measures
 - Intrusion Detection measures
 - Intrusion prevention measures

Innovative Solutions

University also looks forward to innovative solutions from the Vendor. These solutions should be such as to make the system easy to handle for the user or inclusion of value added solutions to the system. Some of the solutions may be given for

1. VoIP Telephony on the network,
2. Use of smart card for students,
3. Biometric authentication where appropriate
4. Connection to Smart phone and PDA's. or any other such solution which Vendor considers important for BHU.

The Vendor is required to propose a solution for University in line with the following general requirements by Module:

1. ADMISSIONS MANAGEMENT SYSTEM:

Admissions in most of the courses of Banaras Hindu University are done through Entrance Examinations. Every year about 2 lakhs candidates appear for the Entrance Examinations of General courses conducted by the University for admission. These include the Under-graduate courses, Post Graduate Courses, Special Courses of study and the Ph.D. program. The admissions to the courses of Institute of Medical Sciences are done through separate entrance tests – PMT for UG courses and separate test for Post Graduate MD/MS course. The admission in the courses of Faculty of Management Studies is done independently using the percentile score of CAT.

The required module shall cater to the following requirements among others:

1. Preparation of information bulletins containing info for different courses defining the courses available, course catalogue, options for different subjects and the procedure and rules governing the application for entrance, entrance examinations, fee structure and admission procedures.
2. Defining the policies and procedures with timeline before the start of process each year following the guidelines of University Admission Coordination Board and building them up through user customizable interface to be handled by Administrator at the Academic Section.
3. Online applications – Handling online as well as capturing of all relevant data at the time of application.
4. Evaluation of eligibility of candidates as per their category simultaneously with filling up online application forms.
5. Validation of details of employee wards category applicants from the family details of the concerned employee.
6. Online collection of application fee as per their category through a secured gateway or through generation of bank challans from eligible candidates.
7. Allotment of Test centres and generation of seating plans. Test centres opted by candidates less than cutoff value are cancelled and the candidates are allotted alternate centre.
8. Packing plan for test booklets, answer sheets and other examinations materials for the different examination centres depending upon number of candidates of each course at particular test centres.
9. Generation of admit cards using the uploaded data. Bar-coding of admit cards. Generation of verification sheets to be used at the time of entrance test.
10. Option to generate duplicate Admit Cards.
11. Preparation of question banks – preparation of Question papers on random selection method.
12. Attendance monitoring at test centres using barcode readers and capturing biometric data of candidates.
13. Reconcile Absentee list and error list.
14. Moderation of test questions and concomitant modifications in answer keys.
15. Display of course wise provisional keys and inviting suggestions.
16. Evaluation of Answer scripts by scanning ICR forms following the answer keys.
17. Preparation of results, tabulation sheets and Merit Lists – Admission Category wise handling of seats, customizable rule-based short listing and publication on website.
18. Allowing the faculty/departments concerned to generate counseling letters to the short listed candidates.
19. Inviting candidates for practical examinations like Music, Fine Arts and Physical Education.
20. Preparation of payment schedules to the paper setters and complaint moderators.
21. Generation of automated email, SMS messages to the candidates at various stages of the process.
22. Formulation of admission policies related to various courses in the University and incorporating those policies in the form of rules and logics at appropriate places in the system.
23. Counselling, verification of biometric data collected during examination, allotment of subject combinations as per choice of candidate and merit, seeking option for admissions under paid seat category, document verification and admission conformation.
24. Admission process – Collection of fees, generation of enrolment numbers, assignment of roll numbers, generation of ID Card,
25. The ID cards shall be SMART cards which shall provide controlled access for various facilities like Library, Health care services, Sports facilities, etc.
26. Devising academic calendar for each academic year and monitoring the adherence to the academic calendar by all faculties / departments through sending alerts and reports.

27. Devising Time Tables and allotment of classes to the faculty members.
28. Monitoring of Class Attendance for each class and student following the roll list and time tables of each course.
29. All matters related to Admission / Re-admission to all courses.
30. Generation of various reports, statistics and analytical data based on information captured during the process of admissions. Provision of generating user customizable reports and statistics shall also be there.

2. **INTERNAL EXAMINATIONS MANAGEMENT SYSTEM:**

The University conducts internal examinations for courses and subject combinations at the Under-graduate level and courses at the Post-Graduate Level, following the semester system. The number of question papers including those of practical examinations at various centres in a year exceeds 10000.

A. Pre-conduct Procedure of examination. Steps to set the process are:

1. Enrolment of students course wise/faculty wise and allotment of a unique ID-enrolment Number and preparation/updation of student database.
2. Issuance of Notification for regular/semester/Supplementary Exam and sending it by email to various department/faculty/concerned Students.
3. Development of software for checking the eligibility of examinees specially in respect of number of chances, courses passed earlier, fulfilling the criteria of promotion to the existing semester etc.
4. Online Forwarding of nominal roll of all examinees to the concerned Head/Dean for verification.
5. Allotting the examination roll number online to students/course wise/ department wise/ college wise.
6. Preparation of subject wise list of roll numbers of candidates seeking to appear in a specific paper and its transportation to (i) confidential module (ii) store module (iii) evaluation module (iv) Confidential diary module (v) confidential records module.
7. Creation and dispatch of admit card to concerned HOD (with intimation to the concerned student) through email with directives to print them out for those who are eligible to appear, looking into the attendance requirement.
8. Preparation of examination timetable in such a manner that there is no clash of date/ time in different papers of current year and/or of previous years.
9. To develop a module for tracking of all papers received in the office of the CE through diary including minutes of EC/FC/UGC/AC/UACB etc, and development of system for its maintenance.
10. Receipt of recommendation the board of examiners online, with all details of the examiners and issuance of appointment letter through email, with enclosures.
11. Request for moderation through E.Mail Diarizing of moderated question papers received through the Head of Department.
12. Maintenance of records of confidential printing/ printing by staff electronically in a prescribed format typist wise.
13. Generation of list of eligible students for each examination and getting online approval of respective Deans/Heads of the Departments.
14. Generation of Admit Cards (bar-coded) for eligible and approved students and sending them through email/sms, apart from making them available for download.
15. Generate seating plan, seat numbers and print student register and other related reports.

16. Packing plan for question papers, answer sheets and other examinations materials for the different examination centres depending upon number of candidates of each course at particular test centres.

B. Conduct Procedure of examination. Steps to set the process are:

1. Development of software which System should be capable to support evaluation through either or all the following processes [a] Use of OMR award sheets [b] Use of OMR Cover sheets & [c] Use of on screen mark entry
2. Online Receipt of award sheet for end semester examination in the specified envelope and sessional marks and finding out the discrepancies as compared to concerned subject wise list.
3. Development of software for online submission of marks of end semester examination/ sessional/practical/viva etc.
4. Generation of the tabulation register in required format preferably in A3 size only by applying the criteria for promotion/failure after calculating CGPA/SGPA as per ordinance.
5. Entering the list of students detained due to shortage of attendance, Non-enrolment, unfair means and also data of earlier years in respect of current students.
6. Development of software for Checking of nominal roll and verification names, courses subjects with course code and format of Tabulation Register with Ordinances governing the concerned course.
7. Attendance monitoring at examination centres using barcode readers and verification of biometric data of candidates.
8. Answer books along with attendance sheet and other details received by Controller of Examinations.
9. Generate code numbers for answer sheets and transfer code numbers on answer sheets.
10. Verification of exam attendance with answer sheet numbers.
11. Answer sheets are assigned for checking to various evaluators / faculty members in centralized mode.
12. Keep provisions for multiple evaluations (also section wise).
13. Record the cases reported on unfair means.

C. Post-Conduct Procedure of examination. Steps to set the process are:

1. System based MIS of answer booklets being evaluated through the on screen mark input system.
2. Development of software to keep the records of Ph.D. thesis received from Registrar (Academic).
3. Online Receipt of examiners report and its monitoring.
4. Online forwarding examiners report to the supervisor for conducting viva in the event of satisfactory report. In case of any modification/revision same may be automatically sent to the Registrar (Academic).
5. Online issue of appointment letter to the external examiner for viva voce and receipt of viva voce report.
6. Development of software for online application for Re-evaluation of answer book and generation of report of subject wise application received for revaluation.
7. Printing of mark sheet on stationery provided by BHU and its manual checking.
8. Delivers of mark sheet on PDF format to individual student through Email/SMS alerts.

9. Development of software for preparation of Degree of all courses in three languages i.e. Sanskrit, Hindi & English with security features. Pre-printed degree certificates would however be provided by BHU.
10. Online verification of Mark-Sheet and Degree
11. Development of software for creation of remuneration bills of the examiners for paper setting, evaluation of answer book, invigilation duty, observers duty and for any other works and its processing for payment and tracking till the payment is made.
12. Development of software for keeping the records of Medals (Gold/silver).
13. Development of software for preparation of merit list of the students subjectwise/ coursewise/ dept. wise/ affiliated college wise/ faculty wise/ institute wise and at University level.
14. Online preparation of records of students registered category-wise (like Boys, Girls, Nation-wise SC/ST/OBC/General/PH etc.) and generation of Various kinds of other reports asked by U.G.C. /Government/Non-Government organizations.
15. Process the results. System should allow defining the rules for preparation of results and processing of the results.
16. The result format changes from course to course. Administrator at Controller of Examinations office should be able to design / modify the format as and when required.
17. Provision for revaluation and verification.
18. Print provisional degree certificates as per the request.
19. Generation of various reports, statistics and analytical data based on information captured during the process. Provision of generating user customizable reports and statistics shall also be there.
20. List of ranker / topper and awarding for scholarships / medals.

Option of generation and sending of email/SMS alerts to various stake holders during the examination process should be there.

1. **ACADEMICS MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

a) **Academic Meetings, Syllabus & Prospectus:**

1. Constitution of academic bodies – Ad-hoc Board of Studies, Board of Studies, Faculty and Academic Council along with appointment of External Members. Compilation of their agenda and resolutions with concomitant modifications in the syllabi, course structure, credit distribution and ordinances after appropriate approvals and institution of new Courses / programs.
2. Processing of establishment of a new Institute / Faculty / Department / Centre in the University or amalgamation / division/ abolition of an existing unit.
3. Incorporation of Ordinances governing each program in the system for defining attendance rules, promotion rules, examination and re-examination rules, and rules governing award of degree, medals, etc.
4. Processing of tasks related to Convocation including printing certificates, mailing list, list of awardees, etc.
5. Processing of tasks related to election and constitution of the Students' Council including deciding the eligibility of voters and candidates following pre-defined rules, preparation of electoral rolls, online voting system, counting of votes at each stage and declaration of results.
6. Appointment of Visiting Professor / Fellow / Honorary Professor / Adjunct Faculty Member / Foreign Language Teachers / Course Coordinators for Special courses /

contractual staff under Special Courses / Internal Guest Faculty Members / Ph.D. scholars for taking classes on honorarium basis.

b) Research

1. Monitoring of progress reports, residency period, appointment / change of supervisor / co-supervisor / external supervisor / title of research synopsis through pre-defined rules built up in the system using user customizable interface.
2. Maintaining list of experts for each subject and each candidate, appointment of examiners, evaluation of thesis, etc.
3. Holding meeting of the Research Degree Committee of the University (RDCU) and the release of provisional degrees after approval of RDCU.
4. Maintenance of records of research scholars including a database for all the research works, publications or consultancy work undertaken by the Research Scholars.
5. Processing cases of plagiarism by Research Scholars / Faculty members.

c) Deputation of teaching and non-teaching staff for Conferences, Seminars, etc.

1. Implementation of guidelines of Teachers Deputation and Faculty Development Committee & Non Teaching Employees Deputation Committees through defining the rules governing award of deputation and based upon them, deciding the eligibility for deputation and quantum of financial assistance for each.
2. Keeping records of the meeting of the TDFDC & NTEDC Committees.
3. Processing the cases of teachers / employees seeking funding from external agencies for foreign deputation.

d) Generation of various reports, statistics and analytical data based on information captured during the process. Provision of generating user customizable reports and statistics shall also be there.

2. HOSTEL MANAGEMENT SYSTEM:

The required module shall cater to the following requirements among others:

1. Distribution of hostels accommodation capacity proportionately to all the Institutes / Faculties / Departments according to the Merit Index of the admissions granted in that particular Institute / Faculty / Department according to which hostels will be allotted at the time of admissions.
2. Maintaining register of Penalties imposed and collected.
3. Calculation of dues and their collection.
4. Mess Management System including accounting of purchases made, salary of mess staff, calculation of per head diet charges, maintaining dues list etc.
5. Maintaining duty rosters of Hostel staff.
6. Occupation and vacation details of hostel rooms.
7. After vacation of hostel rooms the same may be allotted to the students.
8. Hostel charges received and details of deposits in the respective budget head.
9. After vacation of the hostel rooms details of caution money returned and entry in the respective budget head.

3. STUDENT PORTAL:

The required module shall cater to the following requirements among others:

1. Access of designated areas through student ID & user changeable Password.
2. Facility of creating and updating students' public profile / placement profile.

3. Academic History including classes attended, credits completed, grades/marks obtained, etc.
4. View information about financial aid / scholarships.
5. Application for different certificates / duplicate degrees / transcripts, etc.
6. Posting of important notifications, time table and other related information.
7. Allow downloading and printing Admit Cards only.
8. Generation and posting of automated e-mail/SMS reminders of dues, notices, important relevant cutoff dates etc.
9. Availability of course material / notes of the particular subject / specialization.
10. View examination results and related analysis.
11. View different forms / notices of relevant placement / scholarships available.
12. Students counseling and advisory services.
13. Platform for solving of problems / Grievance redressal
14. Establishment of an entrepreneurship cell which provide students an environment to translate knowledge and innovation into creation of successful entrepreneurs.
15. Convocation notification

4. **PLACEMENT MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

1. Preparation of Brochure for inviting companies to register themselves with the placement portal.
2. Providing interface for registration of companies.
3. After verification of company's profile, the companies will be permitted to add job offers, upload PPT slides, float common notices, view profiles of students matching their job offer etc.
4. Interface for students' registration in the Placement Cell.
5. System to generate updated student profile.
6. Search engine to match job requirements with students' profile and accordingly to send reports / notifications to placement cell and students.
7. Notices for different placement services by matching the students' profile.
8. Maintaining the updated list of prospective companies with their full details.
9. Drawing placement schedules.
10. Posting of e-mail/SMS notifications regarding scheduling of interviews/ presentations.
11. Arrangement of interview.
12. Generation of reports for the Teaching departments enabling them to modify their course structure suiting to the requirements and aspirations of the prospective employers.
13. Other related work.
14. Generation of various reports, statistics and analytical data based on information captured during the process. Provision of generating user customizable reports and statistics shall also be there.

5. **FEE MANAGEMENT & FEE ACCOUNTING SYSTEM:**

The required module shall cater to the following requirements among others:

1. Complete automation to fees management process
2. Facility for creating and modifying University fee structures, defining various components of fee and designating the relevant major and minor accounts heads for each components
3. Automatic calculation of fees for each student depending upon the courses and facilities opted
4. manage reminders and reports

5. Fee collection and submission process and automatic accounting entry in the accounting system.
6. Late fees and fine calculations and management
7. Provision of collection of fee in bulk
8. Provision for management of fee concessions
9. Due fee reports, collected v/s due month to month fee report
10. Auto generation of fee receipts and duplicate receipts.
11. Issue no dues certificates after completion of course.
12. Online submission of fees through debit card or internet banking and automatic accounting entry in the accounting system.
13. Calculation of fees and other charges which will be collected from students depending upon the nature of course etc.
14. E-mail or SMS alert for deposit of fees system should support various system email notifications to learners / students via any standard internet email address.

6. ALUMNI DATABASE MANAGEMENT SYSTEM:

The required module shall cater to the following requirements among others:

1. Maintaining the detailed profile and Alumni Directory
2. People search & Company search.
3. Forum, Job Section
4. Announcement of projects where donations from alumni will be solicited. The complete details of the project including the conceived pattern of funding of the project, the status of funds generated and list of donors (optional) will be made available.
5. Placement, Executive courses
6. Friends & Privacy control, Private Messaging,
7. Portal for Alumni Community, providing thought sharing, social media, blogspot, re-live the memories, special interest groups etc.
8. Photo-video gallery
9. Notifying the members about the various activities in the University, particularly those related to Alumni.
10. Arrangement of Alumni Meet.
11. Promotion of donation by alumni and online facility for making payments of donations.
12. Faculty information and Directory.
13. Other related activities.
14. Alumni student interaction
15. Request to visit the campus
16. Highlighting the achievements of the alumni
17. Social awareness initiatives to help the alumni or their family members in their hour of needs.

7. DIARY-DISPATCH & FILING MANAGEMENT SYSTEM:

The required module shall cater to the following requirements among others:

1. Capturing and Listing of the receipts specifying the type of mail.
2. Allotment of reference numbers to files.
3. Allotment of universal reference numbers to outward letters.
4. A particular letter will continue to have the same ref. number wherever it goes.
5. Numbering of Inward letters.

6. Role based search facility.
7. Identification and recording of keywords for facilitating search.
8. Tracking the movement of letters till they find place in some file, whereupon the file number will get linked with the particular letter number.
9. Generating Peon Book for delivery of mail
10. Generate day to day letter delivery reports
11. Linking the receipt/file to a file
12. Files/receipts Movement
13. Monitoring the pendency of files/receipts
14. Timely review (disposal) of files/receipts
15. Retrieval of information through powerful search
16. Automated Notification – emails, SMS, or inbox notifications.
17. Dispatch of files/receipts
18. Numbering on outward letters, notices, circulars, etc.
19. Maintain postage accounts.
20. Queries on receipts/files
21. Generation of reports.
22. System should have the ability to create and transfer the receipts to the concerned department / section online. Facility to check the status & ability to send the reminders automatically.
23. Maintenance of e-Registers – Personal, Section, Division & Department wise
24. Provide Interdivisional interface through Sharing of files, papers, etc
25. File view with Green Note sheet & Digital Signature integration
26. Interfaces for searching Mails & Files

10. **HUMAN RESOURCE MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

1. Maintaining Database of all the Teaching & Non-teaching staff from the date of joining till retirement along with Photographs / Signature / Full family details
2. Pay scales attached to their respective posts
3. Their Seniority in each cadre
4. Their due dates of promotion / eligibility
5. Career Advancement details of the teachers
6. Subject Expertise details
7. Leave account
8. Eligibility for paper setter / evaluation etc.
9. Service Book, Pension, Gratuity and other superannuation benefits.
10. Total service details and other information.
11. Generating profile report of teachers for achievements, projects and research done by the teacher and internship and work experience of the teacher. Highlighting the area of specialization/research. Papers published in the referred journals.
12. Details about the training, development, seminar or symposia attended. Facility should be provided to submit the application forms online for refresher & orientation course.
13. Facility for digital repository wherein University teachers upload their papers published / study/findings
14. Deputation details.
15. Leave and Attendance - Leave management process according to leave rules configuration, leave encashment, online leave approval workflow.
16. Attendance tracking and management, integration options with Bar code, card based, and biometric based attendance systems
17. Employee Performance Management - "Appraisals - Self / Superiors/Juniors / Students".
17. Increments and Incentives handling.

18. Resignations / Retirement.
19. Online availability of notices/circulars related to the employee.
20. Criteria for promotion in the higher grades.
21. Online requests for university services such as LTC, GPF, quarter etc.
22. A detailed medical history is to be maintained for each university employees.
- 23.** Centralized automated Helpdesk for providing assistance to employees
- 24.** Helps in taking needful actions at the time of emergency

11. **PAY ROLL MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

1. University defined income and deductions heads (graded pay and fix pay structures to be handled)
2. Generating department-wise monthly pay bills on AR-10 format.
3. Maintain Provident Fund, Pension, Loan and other recoveries
4. Preparation of Arrear Bills
5. Generation of salary slips
6. Rule based Income tax and PF calculations and option for creating reports and formats
7. Maintenance of Provident Fund Accounts, providing loans and its recovery, withdrawals, generation & posting of PF Interest, real time individual PF Statements.
8. Recovery of HBA, LIC, GSLI, Income tax, License fee, water and electricity charges, university co-operative fee etc. and payment in the respective accounts head.
9. Payment of Pension Bills
10. Income Tax rule based rebates handling
11. Mechanism to credit the amount in the individual bank account on the last working day of the month.
12. Other related work.
13. Pay bill authorization by DDO or authorized officer
14. Passed pay bill voucher list

12. **DEVELOPMENT SECTION MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

a) **Grant Projects**

The university faculty is allotted research project by various agencies; this module should keep track of all the activities and its progress pertaining to a project. Time to time MIS reports requires to be generated.

1. Forwarding of Project proposals after checking of various requirements.
2. Processing of MOUs with funding agencies.
3. Sanction of Projects – allotment of Project code numbers
4. Subhead wise breakup of grant received
5. Selection of staff in various projects and payments thereof
6. Expenditure out of various sub heads
7. Pooled overhead grant
8. Progress Reports
9. Preparation of accounts
10. Audit of accounts
11. Utilization certificate generation
12. To identify common areas between different projects so as to minimize redundancy of efforts and expenditure.
13. Re-appropriation of funds

14. Submission of Final Technical Reports
15. System should be able to obtain cost data on each project.
16. To prepare monthly summary reports of cost data of all the projects and its reconciliation with the expenditure shown in the conventional accounts. Periodically monitor and evaluate the progress on the projects in relation to financial inputs and physical outputs.
17. To enable the optimal utilization of resources at various stages of implementation of projects.
18. Making available progress reports and vital data to the funding agencies on periodic basis.

b) Scholarships

i) In case of Scholarships from Funding Agencies

1. Issue Award Letter
2. Acceptance of joining report
3. Payment of Fellowship / scholarship every month
4. Monitoring the tenure of the fellowship
5. Progress Report

ii) In case of Scholarships directly awarded by the Funding Agencies

1. Acceptance of joining report
2. Sending request to Funding Agencies for release of grant.
3. Monitoring the receipt of grant, scholarship paid
4. Submission of Progress Report etc.

iii) In case of Endowment Fellowship / Scholarships

1. Processing of the award of fellowship / scholarship
2. Selection of candidates as per terms and conditions of Donors

c) Departmental Assistance Grant

d) Plan

1. Collection of Plan Proposals from various departments / unit, their compilation and prioritization following the defined focused areas.
2. Forwarding of Plan Proposals to UGC
3. Receipt of sanction of Plan Proposals
4. Sanction of Plan Proposal – sub head wise distribution of the received funds.
5. Re-engineering of the priorities.
6. Distribution of unused grants
7. Monitoring of expenditure
8. Sending request for expenditure statements
9. Re-appropriation between sub heads.

13. BILL PROCESSING SYSTEM:

The required module shall cater to the following requirements among others:

1. Processing of all types of Bills – Caution Money, Scholarship, GSLI, Imprest, House Building, Vehicle, Computer Loans, etc.
2. Processing of Bills related to Project, Development,
3. Receipt of all cash and valuables, accounting them in Register, entry into Cash Book and subsequently their Reconciliation.

14. **FEE COLLECTION :**

The required module shall cater to the following requirements among others:

1. Collection of academic fee
2. Maintenance of Petty Cash & Balance registers.
3. Collection of RTI Fee and any other specified fee.

15. **PURCHASE & STORES MANAGEMENT:**

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

1. Raise an Indent with complete specification of the materials required, source & provision of the fund for the particular item.
2. Availability/Non- availability of the indented stores at University central stores.
3. In case of non- availability of the indented stores at University central stores Online approval, from all concerned such as Head of the division, Finance Officer or VC as the case may be, for procurement / processing of the files for indented stores.
4. Mode of tendering as per university rules. Online enquiries to the BHU registered vendors dealing the item. In case of open tenders facility to bid online by any other vendors.
5. Opening of tenders received in response to the enquires.
6. Preparation of techno-commercial comparative statement and wherever required auto information to the date of opening of price bid to the qualified vendors.
7. Opening of price bid and preparation of comparative chart.
8. Recommendation to purchase the goods from the lowest quoting firm provided price quoted is reasonable.
9. Auto Intimation to the finance section/division for registration of the purchase order number.
10. Auto information / online placement of the purchase order to the supplier for supply within stipulated time.
11. After receiving of the materials auto information to the user department / and entry in the stock register.
12. In case of capital item complete details about Annual Maintenance etc.
13. Payments shall get processed when their Supply/Service bill is admitted and approved by concerned department. A financial entry may be made in relevant expense/asset account crediting the party. Payment may be made by default to the creditor and system will not allow the 'Payee' name to be modified.
14. All Advance payments (Out-standing Bill), bill is not processed separately. For Contingency expenses, 'Payee' name is allowed to be entered and expense head is directly debited. Payee information is retained in the system.
15. Vendor Registration shall provide vital functionality through which the vendor can register themselves in the organization (BHU) and their performance could be measured from time to time.
16. Stores Management includes Goods receiving, issue, return and transfer of goods, transfer of items between the departments, scrap/un-serviceable disposal through **E-auction** within the ambit of university/GoI rules and issue of returnable and non-returnable gate pass.

17. Realization of money and entry in the respective budget head. Write off in the books of accounts.

E-AUCTION

1. Hosting of auction catalogue at web-site after receipt of material list which will be declared as unserviceable/scrap/obsolete
2. E-mail intimation to all the registered buyers/vendors
3. Auto bid facility for bidders and auto extension of closing time
4. Actual bidding by the bidders
5. Entry of reserve price by seller
6. Auction closes after scheduled date and time
7. Bid sheet and all MIS reports generation
8. System should be able to compare the Highest price (H-1) with reserve price.
9. Auto information to the highest bidder

16. **BUDGET MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

1. University defined income and deductions heads (graded pay and fix pay structures to be handled)
2. Preparation of BE (Budget Estimate) & RE (Revised Estimate) their consolidation and request for Grant.

The funds thus received by the University, initially needs to be wisely estimated and budgeted, so that the University can function smoothly within the allocation. The University also needs adherence of the timelines attached with the budgetary provisions and also to keep a tight control over the same.

17. **FINANCIAL ACCOUNTING MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

1. University defined income and deductions heads (graded pay and fix pay structures to be handled)
2. Diary (list auto diary, Pending bill wise and passed bill detail)
3. Pending and passed bill status

The University receives amount from the Government of India, UGC for use under different heads of accounts. The General Financial Rules, 2005 of the GoI is applicable in the University and accordingly all the statements are generated. The Annual Accounts of the University is presented in the Parliament for ratification. Therefore there is an urgent need of proper Financial Accounting Software, which can handle the entire system.

Further, other funding agencies also provide funds to the Faculty members, to undertake various Research Projects for certain specific period (say 3 years or 5 years), which is maintained by the Development Section. The scholarships of the University and other scholarships constituted by donations of others are also maintained by the Development Section. This aspect is also need to be looked into.

18. **ASSET AND ESTATE MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

1. Maintenance schedule of the asset

2. Management of expenditure
3. New Constructions
4. Facility of e-Tendering
5. Track for completion of time
6. Work flow definition
7. Allotment of Residential Quarters on the basis Seniority and extant rules.
8. Displaying vacant quarters list
9. Process of vacation / eviction of quarters
10. Maintenance of monthly license fee
11. Process for Temporary Allotment of quarters for various purposes, like Marriage, Birthdays, Puja etc.
12. Licensing procedure for shops and establishments
13. Annual Maintenance Contracts
14. Value Additions / Depreciations / Write Offs

19. **CONSTRUCTION & MAINTENANCE MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

1. Complete management of inventory including purchases & sales
2. Work flow
3. Consumable items
4. Separate inventory for Consumable and Non-consumable items
5. Stock registers
6. Dead Stock registers
7. History of maintenance and its expenditure
8. Auto alerts for stocks reaches below re-order level.
9. Generate purchase orders
10. Upto date stock of all items.
 1. University Work Committee Recommendation
 2. In Principle Approval
 3. Preliminary Estimate
 4. Work Committee Recommendation
 5. Administrative Approval
 6. Detailed Estimate
 7. Work Committee Recommendation
 8. Technical & Expenditure Sanction
 9. Vendor Registration
 10. NIT/EoI Creation
 11. Quick decision making by fast generation of comparative statements
 12. Facilitates communication with Vendors
 13. Efficient Project monitoring for tracking deviations in quantity of items and time.
 14. Bill Submission
 15. Sub Category Wise Measuring Unit
 16. Measuring Unit

20. **FLEET MANAGEMENT SYSTEM:**

The required module shall cater to the following requirements among others:

1. Maintenance schedule of all the vehicles
2. Help tracking scheduling of vehicles for different purposes
3. Allotment of Drivers
4. Duty roster of Drivers
5. Booking & reservations of vehicles
6. Up-dation of individual Vehicle log book.
7. Schedule Maintenance

8. Schedule Insurance
9. Hiring of vehicles
10. Process of Condemnation
11. Other related activities
12. Fuel management system

21. EVENTS & SEMINAR MANAGEMENT SYSTEM:

The required module shall cater to the following requirements among others: Scheduling of all the events, Seminars, Conferences, Workshop, Refresher course, Orientation course, Special Lecturers, Training programs (both in-house and external) etc. After announcement of the events Facility should be provided to submit the application forms online, generation of waitlist, maintaining the details of subject experts, issue of appointment letters, issue of call letters to the selected participants etc.

1. Process of Registration, documentation
2. Maintenance of separate accounts of each event.

22. GUEST HOUSE MAINTENANCE & MANAGEMENT SYSTEM:

The required module shall cater to the following requirements among others:

1. Facility of online booking requests
2. Processing of request and auto reply
3. Updation of availability, status
4. Billing & Cash Management
5. Booking Charts
6. Duty allocation schedule
7. House keeping mechanism
8. Other related activity

23. LEGAL MANAGEMENT SYSTEM

This system requires:

1. Online repository of legal cases for faster retrieval
2. Registration and tracking of Court Cases, Consultation with the advocates/counsels
3. Registration and tracking of Legal advices
4. Real time Report on department-wise pending case details

Part-3

Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1 Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “University” means Banaras Hindu University established under Banaras Hindu University Act 1915 .
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means Banaras Hindu University, institute, faculty, department and other entities of the University competent for purchasing Goods and Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by

the Supplier.

- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.

- 2 Contract Documents**
 - 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

- 3 Corrupt and Fraudulent Practices**
 - 3.1 The University requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V.
 - 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

- 4 Interpretation**
 - 4.1 Unless the context requires otherwise, singular means plural and vice versa.
 - 4.2 The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
 - 4.3 Amendment
No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.
 - 4.4 Nonwaiver
 - a. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of

any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- b. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5 Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6 Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7 Eligibility

- 7.1 The Bidder should not have been declared insolvent by the competent court.
- 7.2 The Bidder should not be disqualified for contract under the law of the land.
- 7.3 The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.
- 7.4 The Supplier and its Subcontractors shall have the nationality

of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier

7.5 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8 Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9 Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.

9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when

(a) as a matter of law or official regulations, India prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10 Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with

this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

- 10.3 All questions, disputes and differences arising shall be referred by the Vice-Chancellor, Banaras Hindu University to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
- 10.4 Civil court Varanasi shall have the jurisdiction to decide upon the dispute.
- 11 Obligations During Arbitrations**
- 11.1 Notwithstanding any reference to arbitration in Clause 10,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay any amount due to the Supplier.
- 12 Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13 Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 14 Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price**
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16 Terms of Payment**
- 16.1 Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However in following cases advance payments may be made if specified in SCC:
- (i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners,

computers, other costly equipment, etc.

- (ii) Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.

Such advance payment should not exceed the following limits :-

- (i) Thirty percent of the contract value to private firms;
- (ii) Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or
- (iii) In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed.

17 Taxes and Duties

17.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

17.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country of origin, the supplier shall provide benefit from any such tax saving to the purchaser.

18 Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to

the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
- 18.5 Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.

19 Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20 Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
 - a. now or hereafter enters the public domain through no

fault of that party;

- b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- c. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21 Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22 Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.

(b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23 Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme

temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24 Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25 Transportation and Incidental Services

25.1 The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not

included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.

26 Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the

specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall absolve the Supplier from any warranties or other obligations under the Contract.

27 Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.

28 Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace

the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29 Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

30 Force Majeure

30.1 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

30.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

30.3 The Supplier shall not be liable for forfeiture of its

Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31 Change Orders and Contract Amendments

- 31.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

32 Extensions of Time

- 32.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 32.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its

Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

33 Termination

33.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

33.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

33.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date

upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

34 Assignment

- 34.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Ref. No.	SCC
GCC 1.1 (i)	The Purchaser's country is: India.
GCC 1.1 (k)	The Purchaser is: Registrar , BHU, Varanasi -221005
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: Banaras Hindu University, Varanasi -221005
GCC 5.1	The language shall be: Hindi or English
GCC 8.1	For notices, the Purchaser's address shall be: Attention : Mr. Sanjay Kumar, Jt. Registrar (Development) Street Address : Banaras Hindu University Floor/ Room number : 124 City : Varanasi ZIP Code : 221005 Country : India Telephone : 91-542-6701706 91-9453048781 Facsimile number : 91-542-2368174 Electronic mail address : drdevbhu@gmail.com
GCC 9.1	The governing law shall be the law of India.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <p style="text-align: center;"><i>Contracts with Supplier for arbitral proceeding</i></p> In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of India by the arbitrator appointed by vice-chancellor, BHU, unless otherwise agreed.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are: (i) An airway bill (ii) Insurance Certificate, (iii) Manufacturer's or Supplier's Warranty Certificate,

	<p>(iv) Inspection Certificate issued by nominated inspection agency, (v) Supplier's factory shipping details etc.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in Indian Rupees in the following manner:</p> <p>(i) On Shipment: Ninety (90%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon receiving equipment in good condition and documents specified in GCC Clause 13.1 under Section-VII.</p> <p>(ii) On Acceptance: Remaining (10%) percent of the Contract Price of Equipment received shall be paid within thirty (30) days of receipt of the equipment upon submission of claim supported by the acceptance certificate issued by the Purchaser by bank draft/wire transfer.</p> <p>Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment Terms for ERP/UMS</p> <p>20% on successful installation of ERP/UMS on BHU provided Hardware 25% on ERP/UMS software testing and training 15% on End user training completion 20% on UAT completion 10% on Completion certificate and Final acceptance of work 10% after successful running for one year FMS payments - Payable every 3 months (quarterly)</p>
GCC 18.1	A Performance Security shall be required @ 5% of contract price.
GCC 18.3	<p>If required, the Performance Security shall be in the form of : Bank Guarantee</p> <p>If required, the Performance security shall be denominated in Indian Rupees.</p>

GCC 23.2	The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms . If not in accordance with Incoterms , insurance shall be as follows: NA
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms . If not in accordance with Incoterms , responsibility for transportations shall be as follows: NA
GCC 25.2	Incidental services to be provided are: Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: Equipment should be installed at site by designated engineer of the firm. Demonstration should be made to the satisfaction of the P.I. At least four free visits should be made by the engineer during the first year after installation to clarify and rectify any doubts or problems as may be faced by the user.
GCC 26.2	The Inspections and tests shall be conducted at the Department where the equipment is installed. For the rest please refer to GCC 26.1.
GCC 27.1	The liquidated damage shall be: 1% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 10%
GCC 28.3	The period of validity of the Warranty shall be 12 months from date of acceptance/ satisfactory installation of the equipment. For purposes of the Warranty, the place(s) of final destination(s) shall be the Department where the equipment is installed. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract (if any). If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and

	<p>expense and to carry out further performance tests in accordance with SCC 4, or</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1% per week of actual value of the equipment (maximum 10%).</p>
GCC 28.5	The period for repair or replacement shall be: 60 days

Part-4
Bidding Forms &
Contract Forms

Section IX: Bidding Forms

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(i) Tender Form

(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Tender No.

To

The _____

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest ;
3. I/We have not been suspended nor declared ineligible in India;
4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: ***[insert a brief description of the Goods and Related Services];***
5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A crossed Bank Draft in favor of the Registrar, BHU for Rs. (Rupees.....only) as Earnest Money is enclosed. The Draft is drawn onBank payable at Varanasi.

9. The following have been added to form part of this tender. Samples of items quoted for, as per instructions provided in the schedule of requirement.
- (a) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
 - (b) Income Tax clearance certificate.
 - (c) Copy of last audited balance sheet.
 - (d) Copy of Valid Central/State sales tax registration certificate.
 - (e) Copy of relevant major purchase orders valuing more than Rs. 20000/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies..
 - (f) Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - (g) Statement of deviations from financial terms & conditions, if any.
 - (h) Any other enclosure. (Please give details)
10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidder is:
- (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,
- Or**
- (b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
- Or**
- (c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
14. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;
15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed _ **[insert date of signing]** day of **[insert month]**, **[insert year]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:

.....

.....

Telephone No. : _____

FAX _____

E-mail _____

Company seal

(ii) Tender Form

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To,

The _____

Ref: Tender No. Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Bill of Quantity-BOQ).
 - b. Statement of deviations from financial terms and conditions.
4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each**

Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____

Signature of Bidder _____

Details of enclosures _____

Full Address: _____

Telephone No. _____

Mobile No. : _____

Fax No. : _____

E-mail: _____

Company Seal

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

ADVT. No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

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

ADVT. No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month], [insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender Forms
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules(BOQ))
 - (h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods 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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*⁵, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...⁶, and any demand for payment under it must be received by us at this office indicated above on or before that date.

⁵ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

⁶ Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor;
or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods;

or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

PRICE MATRIX

Bidders are required to provide Total project cost (Y0+Y1+Y2+Y3+Y4+Y5) along with financial bid using following Price Matrix. The BHU will verify the technically qualified vendor with least total project cost and award the contract for ERP-UMS.

Item Description	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Total
System Software (Database & OS) – License Fees							
ERP/UMS Software-License Fees							
Implementation Services fees							
Customization charges							
Facility Management Services (FMS)							
Any other third party (other than Database & OS) charges							
Grand Total							<i>(Total Project Cost)</i>

*** Bidders are required to quote for FMS from Year 1 onwards**

INVITATION FOR BIDS
Notice Inviting Tender (NIT)

BANARAS HINDU UNIVERSITY
VARANASI-221005

e-Procurement Notice

Ref: R/DEV./D/UPE/4204/ERP/UMS/8397

Dated: 30-01-2016

Online tenders are hereby invited in two cover system from reputed manufacturer/ authorized representative of a manufacture/whole sale dealer/importer for supply of :-

INVITATION OF TENDER FOR ERP/UMS (University Management System OF BANARAS HINDU UNIVERSITY (BHU), VARANASI

Bidders can download complete set of bidding documents from e- procurement Platform <http://eprocure.gov.in/eprocure/app> from 30-01-2016 onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 25-02-2016 upto 04:00PM. (Server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <http://eprocure.gov.in/eprocure/app> and www.bhu.ac.in.

CRITICAL DATE SHEET

Published Date	30-01-2016 (06:00 PM)
Bid Document Download Start Date	30-01-2016 (06:00 PM)
Clarification Start Date	30-01-2016 (06:00 PM)
Clarification End Date	06-02-2016 (04:00 PM)
Pre bid meeting	NA
Bid Submission Start Date	09-02-2016 (04:00 PM)
Bid Document Download End Date	25-02-2016 (04:00 PM)
Bid Submission End Date	25-02-2016 (04:00 PM)
Bid Opening Date	29-02-2016 (03:00 PM)

sd/-
Registrar