

BID REFERENCE NO: AMRU, Mandi /IUMS/2021-

Dated :

Competitive Bidding Proposal (CBP)

for

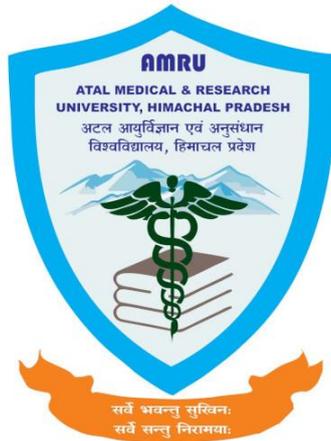
Implementation, Customization Maintenance & Support

of

Commercial, Off-the-Shelf,

Integrated University Management System (IUMS)

for



**ATAL MEDICAL AND RESEARCH UNIVERSITY
(AMRU), HIMACHAL PRADESH**

(A State Government University Established under the Himachal Pradesh University of Health Sciences Act, 2017)

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This Tender Document is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this Tender Document. This document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of

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The issue of this Tender Document does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, site visits, investigations, studies or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

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Term of Reference & Definitions

Content	Definition
AMRU	Atal Medical & Research University, Himachal Pradesh, SLBS Medical College & Hospital Campus, Ner Chowk, Distt- Mandi, H.P.- 175008
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any company or firm responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered-into between AMRU and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of AMRU
EMD	Earnest Money Deposit
DD	Demand Draft
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
UAT	User Acceptance Testing
Order	"Order" shall mean the Purchase Order/Work order and its attachments and exhibits.
Client	Atal Medical & Research University, Himachal Pradesh.

CHAPTER-I

Request for Proposal

(E-Tendering mode)

Bid Reference No. : **AMRU, Mandi /MIS-ERP/2021-**

Name of work	Request for Proposal for Implementation / Customization, Maintenance & Support of Commercial, Off-the-Shelf, Integrated University Management System
The Currency for payment	Indian Rupees (INR / Rs.)
Date of Issue/Publishing	21-06-2021, 4.00 PM
Document Download Start Date	21-06-2021, 5.00 PM
Date and Time for Pre-Bid Conference	25-06-2021 at 12:30 PM
Document Download End Date and Time	10-07-2021 at 5.00 PM
Last Date and Time for receipts/uploading of Bids	11-07-2021 upto 4.00 PM
Date and Time of Opening of Technical Bids	12-07-2021 at 11.00 AM
Bid document Fee	Rs.2,000/-(Rupees Two thousand) only
Earnest Money Deposit	Rs.10,00,000 (In the form of BG from scheduled bank or Demand Draft). Scanned copy to be uploaded with tender documents and original copy be submitted by post/hand.
Performance Bank Guarantee (PBG)	10% of the total value of the ordered modules in the respective phase and required to be submitted within 15 days from the date of issue of the relevant purchase order.
Place of actual Implementation	Atal Medical & Research University(AMRU), Himachal Pradesh, Mandi at Ner Chowk.
Email Address	To: fomedicaluniv.mandi@gmail.com regmedicaluniv.mandi@gmail.com

- Tender document shall be downloaded from electronic tender portal and link for the same is available at AMRU Tender web page www.amruhp.ac.in . Interested bidders must register themselves at e-Tender Portal before submission of their bid and advised to go through instructions provided at “Instructions to Bidders for e-tendering.”
- No manual bids shall be accepted. All bids, i.e., Technical and Financial, should be submitted in the E- tendering portal.

4. Bidders are advised to visit the AMRU website (www.amruhp.ac.in) regularly for getting any new information related to the tender. Reply to Pre-Bid queries, Corrigendum and addendum shall be displayed on AMRU website and e-tendering website (<https://www.hptenders.gov.in>). The Pre-Bid queries, Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload them with the tender document. All the documents must be duly signed and stamped.

-Sd-
Finance Officer,
Atal Medical & Research University (AMRU)
SLBS Medical College & Hospital Campus,
Ner Chowk, Distt- Mandi, H.P.-175008

CHAPTER-II

Instruction to Bidders for E-Tendering

1. Offline Document Submissions: -

The bidder is requested to submit the hard copy of the following documents in a Sealed Envelope at AMRU's office before due date and time of online tender opening:

- a) EMD in the form of Demand Draft/BG.
- b) Tender Cost /Fee (BD/DD worth Rs.2,000/-) only
- c) Original copy of the power-of-attorney.

The envelope shall bear the project name, tender number and the words 'DO NOT OPEN BEFORE' (--due date-- & --time--). Committee reserves the right to accept the above mentioned documents after due date of opening of the bids.

Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexures during Online Bid-Submission.

2. Online Document Submission: -

The Online bids (complete in all respect) must be uploaded online in two Envelops as explained below: -

Envelope – 1 (Following documents to be provided as single PDF file)			
S. No.	Documents	Content	File Type
1.	Technical Bid	Organization Declaration Sheet as per Annexure-I	pdf
2.		Supporting documents as per requisite Annexure	pdf
3.		Tender Compliance Annexure	pdf
Envelope-2			
S.No.	Documents	Content	File Type
1.	Financial Bid	As per financial bid format (BOQ) in Excel	Excel

3. Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government directions, AMRU has adopted E-tendering.
- 2) For conducting electronic tendering, AMRU has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal is referred to as <https://www.hptenders.gov.in>.

- 3) The bidders are required to submit soft copies of their bids electronically on <https://www.hptenders.gov.in> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the tender portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender portal.
- 4) The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender portal <https://www.hptenders.gov.in>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <https://www.hptenders.gov.in>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 5) All Corrigendum/Amendment/Corrections, if any, will be published on the website <https://www.hptenders.gov.in> as well as on AMRU's website www.amruhp.ac.in.
- 6) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of AMRU.
- 7) It is mandatory for the bidders to get their firm/company registered with e-procurement portal to have user ID & password by paying the prescribed annual registration charges which can be paid online using the e-payment gateway through the appropriate portal address . The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.
 - I. Participant shall safely keep their User ID and password, which will be issued by the service provider upon registration, and which is necessary for e- tendering.
 - II. Bidders are advised to change the password immediately on receipt of activation mail.
 - III. Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.

- 8) Bidders are advised to submit their tender well in advance alongwith relevant documents and copy of EMD on **Tender portal** <https://www.hptenders.gov.in>, as there could be last minute problems due to internet timeout, breakdown, etc.
- 9) Tenders should be submitted only through Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 10) Vendors are requested to contact at HP Tenders Helpdesk for any information regarding E-tendering / training.
 - a) For online registration, intended bidders may write their queries at support-eproc@nic.in
 - b) For any further query related to Training Session, Tender Uploading / downloading or any other query related to tender please contact HP Tenders Helpdesk.

4. PREPARATION OF BIDS

- I. **Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.**
- II. **Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.** Please note the number of covers in which the bid documents must be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF format.

5. SUBMISSION OF BIDS

- I. Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that he/she upload the bid in time, i.e., on or before the bid submission time. Bidder will be sole responsible for any delay in uploading of bid within the stipulated time.
- II. The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder must pay EMD as applicable through demand draft/BG as per tender condition in favour of “**Atal Medical & Research University, Himachal Pradesh**” payable at **Mandi** and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.

- IV. A standard Financial Bid form (BOQ) has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- V. The server time will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid No. and the date & time of submission of the bid with all other relevant details.

6. ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority, i.e., Finance Officer, AMRU. Offline Submissions: (AS PER TENDER REQUIREMENT).

The bidder is requested to submit documents as mentioned in the **Clause 1**

7. MINIMUM REQUIREMENTS AT BIDDER'S END

- (i) Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity.
- (ii) Digital Signature Certificate (DSCs).

CHAPTER-III

General Instruction to Bidders

1. **Due date:** The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
2. **Preparation of Bids:** The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Financial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate component wise price for all the mentioned components in the financial bid in the given PDF/Online format.
3. **Language of Proposal:** The proposal prepared by the firm and all correspondence and documents relating to the TENDER(BID) exchanged by the bidder and AMRU, shall be written in the English language, provided that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
4. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by AMRU and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The firm is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the firm's risk and may result in the rejection of the bid.

5. **Fee:** The Tenderer should submit EMD through BG/Demand Draft drawn in favour of " **Atal Medical & Research University, Himachal Pradesh**" payable at MANDI from any nationalized / scheduled bank valid for 90 days beyond the last date for submission of bid. The Bid sent without EMD would be considered as NON-RESPONSIVE and will not be considered. (The EMD will be returned without any interest to the unsuccessful bidders after the award of contract).

The bidders are requested to submit **EMD of Rs. 10,00,000/- (Rupees ten lac) only** in the form of BG/Demand Draft drawn in favour of **Finance Officer, Atal Medical & Research University, Himachal Pradesh** and payable at **Mandi / Ner Chowk**.

Note :- Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted from submission of EMD.

Refund of EMD:

- i) The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized.
- ii) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- iii) In Case of Successful Bidder, the EMD shall be retained till the submission of PBG.

6 Acceptance/ Rejection of bids:

- i) AMRU reserves the right to reject any or all offers without assigning any reason.
- ii) AMRU reserves right to take decision according to requirement of the University and no claim on whatsoever ground shall be entertained from any of the bidder.

7 Amendment in Tender Document:

At any time up to the last date for receipt of TENDER(BID), AMRU may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment.

The amendment will be notified on AMRU's website and HP Tender portal for the prospective bidders which shall be binding on them.

CHAPTER-IV

Scope of work

1. Introduction: -

Atal Medical & Research University, Himachal Pradesh, (AMRU) came into existence after the enactment of an Act by the State Legislature, 'The Himachal Pradesh University of Health Sciences Act, 2017' which was further amended in 2019 to rename the University in the name and style of Atal Medical & Research University, Himachal Pradesh. The Government of Himachal Pradesh further notified to make the Headquarter of the University at Shri Lal Bahadur Shastri Govt. Medical College campus, Mandi, at Ner Chowk.

After the establishment of the University all the streams of medicines such as Modern System of Medicine, Dental Sciences, Nursing Sciences, Indian System of Medicine and Homeopathy, various Para-medical disciplines such as Medical Laboratory Technology, Pharmacy, Physiotherapy and Speech Therapy etc. will be affiliated with the University for the purpose of registration of students, regulations and conduct of examinations of all the academic courses and to award degrees and diplomas to the students in the State of Himachal Pradesh.

The Atal Medical & Research University, Himachal Pradesh has been established by an Act; the Himachal Pradesh University of Health Sciences Act, 2017 (ACT No. 11 of 2017) read with Amendment Act, 2019 (Act No.8 of 2019) with its headquarter at Shri Lal Bahadur Shastri Govt. Medical College Campus, Mandi at Ner Chowk, Himachal Pradesh.

The University has been established to create an intellectual, academic and physical environment which shall be conducive to free flow of ideas and exchange of information amongst various Faculties of the University, and other Universities of Health Sciences in the country and abroad; thereby opening a window to the Health Professionals, Health Planners, Biomedical and Social Scientists and Educators in field of Health Sciences in the country.

The University has been established to create uniformity in standards of education in all streams of Health Sciences including Modern System of Medicine, Dental Sciences, Nursing, Indian System of Medicine and Homeopathy, various Paramedical and Para dental discipline such as medical laboratory technology, pharmacy, physiotherapy and speech therapy etc. with a view to enhance the quality of such education and further aiming to modernize, improve and achieve the highest standards of academic excellence at all levels.

It shall promote research in various disciplines of Health Sciences with special focus on the social and economic relevance of such research, and with emphasis on occupational and environmental health issues affecting the people.

The University shall establish and develop study centers integrating all disciplines relevant to health sciences especially those which are not presently included in the syllabi and curricula of undergraduate and post graduate medical courses. These shall include, but not to be restricted to, population studies, health systems and health services, health management, human resource development, educational technology, bio-informatics, telemedicine and continuing education in Health Sciences.

The University will promote the development and use of information technology as a part of technological infrastructure with a view to provide attractive and innovative facilities for studies in various modalities of information technology including telecommunications and access to state of the art I.T. setup to digitize all the records.

The University shall have a state of the art constituent Medical College for fulfilling the role of the University to conduct research, to produce highly skilled Medical and Para -Medical human resource and to provide best medical care to the people. The university shall attain the highest standards of excellence by providing the necessary physical infrastructure and creating and intellectual environment to promote to free flow of ideas and meaningful exchange of information, in Health Sciences. The ultimate goal of the University is to be a guiding force and path finder to all the institutions who will be under the control of the University.

AMRU intends to select an IUMS solution **by this Request of Proposal (Tender) for Maintenance & Support of Commercial, Off-the-Shelf, Integrated University Management System for a period of 3 years.** TENDER (BID) provides vendors with relevant operational, performance, application and architectural requirements of the system.

AMRU is looking for a comprehensive and integrated automation system for its academic and administrative function. It is intended that the **INTEGRATED UNIVERSITY MANAGEMENT SYSTEM (IUMS)** will provide end-to-end automation in line with Government of India's Digital India Mission and official activities are carried out in a paperless, quick, easy and effective manner and at the same time it brings greater transparency and accountability.

The system should be equipped with modern technologies such as Integration with Online Payment Gateway and provide facility for communication through SMS and email channels provided by the university. The system should provide secure, accurate and timely information to all users at all levels for better information and decision making. It should improve transparency and accountability in various processes followed at institute and assists the institute to comply MCI mandate (if any), or other relevant government mandates for online admission, curriculum delivery and end-to-end management of institute processes.

2. General Scope of Work:

Identification, improvement and implementation of existing functional processes (subjected to

the approval of the university) is one of the main objectives of requirement gathering while preparing Detail Business Blueprint. Project manager duly appointed by bidder shall work closely with deputed official of the University for implementing the solution. During the software implementation phase, the following general principles may be kept in view: -

- I. Developing Detailed Business Blueprint with best practices in consultation with AMRU.
- II. Elimination of redundant activities
- III. Streamlining work flow
- IV. Reducing cycle time for improving the performance of the processes
- V. Minimizing paper-based transactions
- VI. Configuration and customization of IUMS solution to automate the processes of AMRU.
- VII. Process documentation, Preparation of system manual (user manual), Training and time to time maintenance.
- VIII. To roll out the system to users in all the departments of University and to ensure their readiness from functional and technical perspectives
- IX. Project planning, scope, Scheduling, resource planning and overall project management
- X. End to end encryption of data
- XI. Data migration from legacy applications to new system, data shall be provided by the university in existing format.
- XII. Submission of periodic reports to AMRU on the status of implementation.
- XIII. Cutover plan from legacy system.
- XIV. Cutover and go-live
- XV. Providing L-1, L-2 and L-3 support to end users.
- XVI. Any Change management during implementation & AMC Period and communication strategy.
- XVII. Objects (Reports, Interface, Forms, and Workflow) shall be developed as per the university processes without any limitation on nos. of object under any category and with any complexity.
- XXVIII. AI based Analytic Engine to provide data on dashboards for various modules of IUMS. The bidder shall follow the GIGW guidelines and also get Security audit done by approved government agency for its entire system as and when required.
- XIX. The system will be deployed on cloud based at level three data center located in India and should be accessible over secure connections from other remote sites as well.
- XX. The cost of hiring the cloud with OS and associated software components needed to run application (with appropriate numbers of virtual machines and dynamic allocations to optimal peak time performance, storage and data backup plan along with disaster management provision), Security solutions, optimally maintaining it and ensuring it's 99% uptime/availability will be the responsibility of the solution provider.
- XXI. Application response time must also be optimally designed and maintained by the solution provider.
- XXII. Bidder shall be responsible for complete maintenance of system during project lifecycle including the maintenance period.
- XXIII. Bidder shall do System volume and stress Test, Benchmarking tests pertaining to system.
- XXIV. For Financial & Accounting Module, Contractor shall:
 - a. Migrate financial data from legacy system including historical data of all the open

items.

- b. For payment files, encryption shall be as per the standards / payment gateway formats of Banks.

- XXV. Training of all the users and Documentation of training material.
- XXVI. The solution must be Mobile responsive that allows students/parents/faculties/employees to perform various tasks and view information on smart phones based on android/iOS/Windows and other operating system.
- XXVII. The proposed system covering all modules mentioned in the scope must be developed using the technology capable of delivering the intended functionalities listed in the scope of work during the Handholding (warranty), AMC period and thereafter, as and when required, the bidder will have to provide source code of various modules to AMRU. This excludes the source code of the COTS software supplied by the Bidder.
- XXVIII. The proposed system should have two variants i.e. One for Cloud hosting and the other for on Premise hosting.
- XXIX. The proposed solution should have available APIs to integrate with external hardware/software systems.
- XXX. The proposed solution must have the provision to integrate the existing Email and should also capable of supporting Single Sign-On Tool.

3. Functional Scope of Work: - Details mentioned in Annexure-XII.

4. System Acceptance

For the purposes of acceptance of the system (or portions), three-staged acceptance procedure will be followed.

a) Software Testing & UAT (User Acceptance Testing):

The Bidder shall create the test strategy and determine the tools and methods used to check that the system responds correctly.

Testing shall include:

- (i) Unit testing: Testing of transactions and functions within modules
- (ii) Scenario testing: Testing of all business processes and scenarios.
- (iii) Bidder is required to submit a bug report capturing the testing results and has to rectify within two (02) working days. Bidder has to accommodate and carry out all the suggestion and bug discovered in UAT for process conformity of the university.
- (iv) Integration and system testing: The purpose of the integration test is to execute the integrated components, including simulation of live operations, and analyse the results that are important for the functional verification of the production system.
- (v) After final configuration, development and customization of the UMS solution, the Bidder shall conduct tests to demonstrate the readiness of the system which meets all the requirement specifications (functional and non-functional) as brought out in this TENDER(BID). This shall be in accordance with the procedures detailed in approved SRS

(Software Requirement System) & FRS (Functional Requirement System) document.

b) Provisional Acceptance:

After Successful UAT, system shall be provisionally accepted. Provisional acceptance of the system shall be as per details given in the Chapter for “Timelines and Payments”.

c) Training:

The following methodologies must be followed by the successful Bidder to deliver trainings upto the satisfaction of AMRU:

- Classroom training
- System walk through
- Hand on practice sessions
- On the Job Training
- Group learning where in a particular task is given to a particular group of people
- Train the Trainer

d) Go Live:

- After Provisional Acceptance, a live test of system for two (02) weeks for its compliance with the functional requirements and integration with all other systems is to be carried out and only after expiry of this period “Final Acceptance for Go-Live” will be issued by the University.
- If problems/bugs/errors etc. are found in the live test, the period for live test shall be extended for two more weeks subjected to compliance with functional requirement and integration with all other systems. Date of problem reporting and date of problem resolution will be recorded.

5. Support Services:

- Help desk operations: Initial response must be provided telephonically for regular usage related and other minor problems, support for handholding (warranty), minor bug fix etc.
- Onsite Support: On-site support for hand holding the users, database recovery and data synchronization after crash, performance tuning, bug fix, update for all functions.
- OEM Support: Ensuring the OEM(Original Equipment Manufacture) services for system performance, performance tuning, upgrades etc.
- Documentation: Update of technical and functional manuals on any new releases related to any functional improvement, version upgrade of the software etc.

6. Annual Maintenance Services

During this phase, Bidder shall take up tasks related to bug fixing in the system, maintain

backups of the implemented system. Some of the other activities in this period will include but not limited to:

- a. Post “Go-Live” support with monitoring of the system.
- b. Hand holding the users
- c. Post “Go-Live” review
- d. Fine tuning system response
- e. Perform changes related to the software upgrades and patches and resolution of software bugs.
- f. Provide handholding (warranty) support to end users in carrying out the business process transactions.

7. Change Request

All change requests will be carried out in terms of mutual agreed terms & conditions. In no case the cost of the change request in any particular year shall go beyond 2% of total project.

CHAPTER-V

Bid Evaluation Process

1. Bid Evaluation Process:

- a) The bid evaluation shall consist of following phases:
- i) Phase I – Evaluation of Technical bids in accordance with the Pre-Qualification criteria and technical parameters.
 - ii) Phase II - Evaluation of Financial bid

Note: - It is mandatory for the bidder to qualify all the Pre - qualifications to be eligible for evaluation for technical parameters.

Phase I: Evaluation of Technical Bid:

Bidder has to upload all documentary evidences in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily. **The financial bid opening will be carried out for only those bidders who qualify in the Technical bid.**

PRE-QUALIFICATION ELIGIBILITY CRITERIA:

The successful bidder should be competent to conduct the counselling for the coming session 2021-2022 expected to be held in the month of August 2021. The minimum pre-qualification criteria for the bidders to be eligible for this TENDER(BID) process are specified below. Bidders not meeting the minimum pre-qualification criteria will be rejected as soon as such proposals are received, and will not be considered for Technical evaluation.

S. No.	Pre-qualification Criteria	Supporting Document
1.	The bidder must be a company or firm registered in India for minimum of 03 years as on last date of TENDER (BID) submission.	Certificate of Incorporation/ Any other relevant supporting document for its constitution
2.	The Bidder must have valid GST Registration and PAN number allotted by the respective authorities.	GST Registration Certificate and PAN number
3.	The Bidder should neither have been blacklisted by any Central Government/ State Government / PSU / Government Bodies / Autonomous Bodies / Private Sector with regards to the works executed by it in the last 10 years as on last date of submission of TENDER(BID).	The bidder shall furnish an undertaking (Annexure-III) on bidder's letterhead.

4.	The Bidder should be a profit-making company with positive net worth and should have an average Annual Turnover of at least INR 10 Crore in the last three financial years (FY 2017-18, 2018-19, 2019-20). For MSMEs and Start-Ups duly registered with the Government of India, the turnover criteria shall be completely waived off subject to fulfillment of quality, scope technical specification and other criteria asked in this document.	Audited / Certified financial statements by chartered Accountant or firm. Valid registration certificate issued by NSIC/MSME or other appropriate government authorities.
5.	The Bidder must be ISO 27001:2013 and ISO 9001:2015 certified.	Signed Copies of ISO Certificates issued by the authorized ISO partner.
6.	The bidders shall have minimum Technical manpower strength of 50 persons on its rolls at least for six months before the last date of submission of TENDER(BID).	An Undertaking to be submitted by designated authority (Company Secretary) of the organization
7.	The Bidder must either be OEM or an authorized business partners of repute of an OEM as evidenced by relevant documents. No sub-contract or sub-letting of work or consortium of companies is permitted.	Authorization letter from the OEM or a self-declaration of being the OEM thereby should be enclosed as Annexure-XI.
8.	Bidder must be engaged in the job of study, design, development, implementation and maintenance & support of IUMS / MIS / ERP for educational institutes in India during last 05 years (03 years for MSMEs and Start-Ups).	Copy of Purchase Order & a Completion Certificate from each institute must be submitted alongwith the list of implemented modules.
9.	The proposed solution should be a fully integrated ERP/MIS/IUMS (system) with required ready-to use modules. Products with bolt-on 3rd Party solutions shall not be accepted.	Declaration by the OEM to this effect should be enclosed.
10.	Bidder must have successfully implemented the proposed solution in at least 2 Universities in India. One of which must be a Government University in India.	Copy of Purchase Order & Completion Certificate from each institute be enclosed.
11.	Performa for declaration on proceedings under insolvency and bankruptcy code, 2016	ANNEXURE – XV
12.	Tender Fee amounting to Rs.2,000/- only	Original Copy
13.	EMD amounting to Rs.10,00,000/- only	Original Copy

- Notwithstanding anything stated above, the AMRU reserves the right to assess bidders' capability and capacity to perform the contract, if circumstances warrant such an assessment in the overall interest of AMRU.
- Technical bids will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.

- The bidder is required to submit Undertaking/Copyright/Trademark certificate from concerned authorities against each point of Pre-qualification wherever applicable.

The bidders who will fulfil the eligibility criteria, shall further be evaluated as per following marking matrix:

Marking Matrix: marking parameters for technical evaluation are mentioned in the table below:

Sl. No	Marking Parameters	Maximum Marks
1.	<p>Number of successful implementations of the proposed solution by the Bidder in Central Universities / State Universities / Deemed universities / Private Universities / Medical Universities in India.</p> <p>The implemented solution should include Admission, Academics (UG/PG Programmes & other courses), Examination, HRMS (Establishment, Transfer, Placement & Salary) and Finance & Accounts modules.</p> <p>5 Marks for each Qualifying Implementation.</p> <p>Partial marking may be allowed as below: Admission = 1 mark Academics (UG/PG Programmes & other courses)= 1 mark Examination = 1 mark HRMS (Establishment, Transfer, Placement & Salary) = 1 mark Finance/Accounts = 1 mark</p> <p>Documents Required:</p> <ul style="list-style-type: none"> • Purchase Order (issued after 1st Jan 2015) • Completion Certificate (listing the completed modules) 	40 marks
2.	<p>No. of implementation of the proposed solutions by the bidder in Autonomous Education Institutions (College Level)/ National level institutes such as IIM, IIT, NIT, NFT etc.</p> <p>The implemented solution must include Admission, Academics (UG/PG Programmes & other courses), Examination, HRMS (Establishment, Transfer, Placement & Salary) and Finance & Accounts modules.</p> <p>1 Mark for each Qualifying Implementation (All 5 modules)</p> <p>0.5 Mark for each partial Qualifying Implementation (At least 3 modules).</p> <p>Documents Required:</p> <ul style="list-style-type: none"> • Purchase Order (issued after 1st Jan 2015) • Completion Certificate (listing the completed modules) 	10 marks
4.	<p>Total number of student users (including constituent and affiliated colleges' students), in a single implementation of the proposed solution by the Bidder at College(s) / University / Trust level education institute(s) in India.</p> <p>The implemented solution must include Admission, Academics (UG/PG Programmes & other courses), Examination, HRMS (Establishment, Transfer, Placement & Salary) and Finance & Accounts modules.</p> <ul style="list-style-type: none"> • Student Users $\geq 50,000$ = 15 Marks 	15 marks

	<ul style="list-style-type: none"> • 25,000 <= Student Users < 50,000 = 10 Marks • 10,000 <= Student Users < 25,000 = 5 Marks • 5000 <= Student Users < 10,000 = 2 Marks • Student Users < 5000 = 1 Mark <p>Documents Required:</p> <ul style="list-style-type: none"> • Purchase Order (issued after 1st Jan 2015) • Completion Certificate (listing the completed modules) 	
5.	<p>(I) No. of implementations of the proposed solution with order value more than Rs. 2.00 crores (Implementation & minimum 3-years AMC) 5 Marks for each Qualifying Implementation.</p> <p>(II) No. of implementations of the proposed solution with order value more than Rs. 1.00 crore but not exceeding 2.00 Crore (Implementation & minimum 3-years AMC) 2 Marks for each Qualifying Implementation.</p> <p>The implemented solution must include Admission, Academics(UG/PG Programmes & other courses), Examination, HRMS ((Establishment, Transfer, Placement & Salary) and Finance & Accounts modules. (No partial marking is allowed)</p> <p>Documents Required:</p> <ul style="list-style-type: none"> • Purchase Order (issued after 1st Jan 2015) • Completion Certificate (listing the completed modules) 	10 marks
	<p>Certification of the Bidder (Issued by the Competent Authority)</p> <ul style="list-style-type: none"> • CMMI (Level 3 or above) = 2 Marks • ISO 9001:2015 = 1 Mark • ISO 20000-1:2018 = 1 Mark • ISO 27001:2013 = 1 Mark <p>Signed Copies of the Certificates required.</p>	05 Marks
6.	<p>Technical Presentation - Demonstration of the proposed software solution (currently in use by some clients) having features / modules meeting the functional requirements listed in the TENDER.</p> <p><u>NOTE : - Technical Presentation will also include the marks (Max. 5 Marks) how the Technical Bid is uploaded. The concise & properly indexed bid will attract more marks, whereas the bid not uploaded as per index and containing irrelevant papers leads to award of less marks. No document be attached more than once. If any document is required 2nd or even 3rd time for award of marks, only the reference (Page No.) may be given in the index and the same document should not be scanned/uploaded again.</u></p>	20 marks
	Total	100 Marks

The bidder who scores minimum 70 marks as per above marking parameters shall be

declared qualified in Technical Evaluation stage and notified for opening of their Financial Bids.

Phase II - Evaluation of financial bids:

The Financial Bids shall be opened of only those bidders who will be found technically qualified. The financial bids shall be opened in the presence of representative of technically eligible bidder, who may like to be present. AMRU shall inform the date, place and time for opening of financial bids.

- Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.

2. The Bidder with lowest quoted rate (L-1) shall be declared as successful/selected Bidder.

- i. If two or more Bidders/organizations come with equal financial bid, the Bidder with more marks in technical evaluation shall be selected.
- ii. If the price quoted by the lowest (L-1) bidder is highly excessive as compared to prevalent price justifications, negotiation may be held with the lowest bidder to bring the price below the justification. If the negotiations with lowest bidder fails to result in an acceptable contract, the authorities may proceed to hold negotiation with the next ranked bidder and so on.

Chapter-VI

Timelines & Payment Terms

1. Duration and Timeline of the Project:

The contract will be valid for a period of 3 Years (which shall be extended and renewed on year to year basis on satisfactory report) from the date of Go-Live. The successful bidder has to complete the tasks / project in a stipulated time period, unless terminated earlier in accordance with the provision of the agreement signed with University.

S.No.	Milestone/Delivery Description	Timeline (In Weeks)
Project Initiation:		
1.	Project Kick-off meeting, Detailed Project Implementation Schedule	T+1
	Project RAID (Risk, Assumption, Issue and Dependency) document submission)	T+2
	Submission of Solution Blueprint (SRS and FRS Document with Gap Assessment of current processes)	T +4
Development, Customization and Implementation:		
2.	(i.) Development, Customization and Implementation of all modules ordered in a particular phase. (ii.) Implementation of Analytic Engine to provide data on Dashboards for ordered modules of IUMS. (iii.)Data Migration, Provisional Acceptance and Cloud Hosting	T+16
3.	Live Test and Debugging of all Modules	T+17
4.	User Acceptance Testing (UAT) by the University	T+18
7.	Final Go-Live of all modules ordered in a particular phase	T+20

Note:

- a) Timelines given above are only indicative and shall be finalized in consultation with the successful bidder after placing the Purchase Order.
- b) Here 'T' indicates the date of LoI (Letter of Intent).
- c) Bidder has to adopt parallel approach during implementation and testing so as to complete the project within stipulated timelines.

2. Payment Terms / Schedule:

Payment for goods & services (Phase) will be released as per the terms mentioned below:

- i. No payment will be made in advance for any work or services.
- ii. All due payments shall be released by the University upon successful delivery of software and raising of relevant invoices thereof by the vendor.
- iii. In case of any default or non-performance, the University also reserves its absolute right to impose suitable penalty or deduct applicable amount.
- iv. Payment towards providing comprehensive AMC,
- v. Manpower Services and Cloud Hosting shall be made on postpaid semester basis after submission of invoices and rendering satisfactory services by the firm.
- vi. The rates quoted by the firm shall remain fixed throughout the contract and shall not be subject to any upward modification whatsoever during extension or renewal of AMC. The University also reserves its right to recover or adjust any excess amount released to the firm that has just been made inadvertently or due to any oversight.
- vii. All payments and salaries due to the staff engaged and deployed by the firm shall also be made by the vendor only. In this case, AMRU should not be held responsible and has no obligation to pay salaries, allowances and any other compensation to them. Any other costs and consequences related to project, if any, would be borne entirely by the Vendor.
- viii. The payment schedule given below is indicative and the same shall be adhered subject to the milestone achieved by the vendor and satisfactory services rendered to the University.

S.No.	Description	Terms of Payment	Payment Schedule
License fee of ordered modules in a phase			
1.	License Fee (module-wise)	20% on provisioning and successful installation of the cloud environment	Confirming receipt, supply & satisfactory installation of software
Implementation charges of ordered modules in a phase			
2.	Completion of AS IS Study, Resource Mobilization & Business Blueprint Submission	20% of the implementation fee	Submission of AS IS Study Report & Blueprint Document and Resource Mobilization
3.	Conference Room Pilot (Prototype)	30% of the implementation fee	Upon successful completion of the CRP
4.	User Acceptance Testing & Data Migration	20% of the implementation fee & 40% License Fee	Upon successful UAT & Data Migration
5.	Go Live Operational Acceptance of ordered modules	30% of the implementation Value & 40% Balance License Fee.	Upon successful Go Live of the ordered module
Payments will not be made more than the amount of performance security or bank guarantee, each time			
Manpower Charges for 3-years (Shall commence only after successful Go-Live of 1st Purchase Order)			
6.	Annual Manpower Charges	50% after 6 months & 50% after one year.	From starting date of AMC. Upon successful Go Live.
Cloud Hosting Charges for 3-years			

7.	Annual Cloud Hosting Charges	50% after 6 months & 50% after one year.	From starting date of installation of Software in cloud environment.
Annual Maintenance Costs (Shall commence only after successful Go-Live of ordered modules)			
8.	Annual Recurring Charges	50% after 6 months & 50% after one year.	Upon Submission of Go-Live Report

3. Performance Security/Performance Bank Guarantee& Bank Solvency Certificate:

The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to **10% of contract value** to Atal Medical & Research University within 15 days from the date of issue of Work Order. The Performance Bank Guarantee shall be issued by a nationalized / scheduled bank in favour of " **Atal Medical & Research University**" to be valid for a period of 90 days beyond the date of completion of O&M period & contractual obligations. This Performance Bank Guarantee should be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by Atal Medical & Research University.

CHAPTER-VII

Contract

This Contract for **Implementation, Maintenance & Support of Commercial, Off-the-Shelf, Integrated University Management System for Atal Medical & Research University, Himachal Pradesh** is signed on the (Day) / (Month) of (2021) (to be termed as 'Effective date' for all purposes of present contract), by and between:

Atal Medical & Research University, Himachal Pradesh, an University, established by an Act: the Himachal Pradesh University of Health Sciences Act, 2017 (ACT No. 11 of 2017), with its headquarter at Shri Lal Bahadur Shastri Govt. Medical College, Mandi (at Ner Chowk), Himachal Pradesh.

AND

Firm (or hereinafter referred as "**Contractor**", an expression which shall include its successors and permitted assigns).), a company incorporated under the laws of India, having its registered office at (Address), India and its branch office (Address) India

The **Owner and the Contractor** are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- a. The Owner is intended to select a firm based on an open and transparent bidding process for "**Implementation, Maintenance & Support of Commercial, Off-the-Shelf, Integrated University Management System for Atal Medical & Research University, Himachal Pradesh**" (herein after referred as "**Project**").
- b. The Contractor represents that it has the necessary specialized knowledge, expertise, resources and infrastructure for providing Services and to perform its obligations under this Contract.
- c. The Owner desires to engage the Contractor to provide the Services required for the project at Atal Medical & Research University in accordance with the terms and conditions specified in this Contract.
- d. The Contractor is willing and has agreed to provide the Services required for the project at Atal Medical & Research University in accordance with the terms and conditions specified in this Contract.
- e. The Owner and the Contractor desire to enter-into this Contract pursuant to which the Contractor shall perform, and the Owner shall engage the Contractor for the performance of the Services, pursuant to the terms and conditions herein set forth.

**Now, Therefore, In Consideration of the Mutual Covenants herein Set Forth,
The Parties Agrees as Follows:**

Definition and Interpretation:

When used in this Contract, the following General terms shall have the meanings specified below and to be followed by the parties as per in principal agreement thereof:

- 1.1 **"Abandonment"** means the substantial cessation of the performance of the Services for a continuous period of 1 (one) day i.e., 24 (twenty-four) continuous hours and which cessation is not excused under this Contract.
- 1.2 **"Acceptable Bank"** means a nationalized / scheduled bank.
- 1.3 **"Affiliate"** means, with respect to a Person, any entity which directly or indirectly:
 - (i) owns or Controls such Person;
 - (ii) is owned or Controlled by such Person; or
 - (iii) is under common ownership or Control with such Person.
- 1.4 **"Applicable Law"** means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislations, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, Permits, licenses, Directives, approvals, instructions, standards of any Government Agency, having the force of law.
- 1.5 **"Arbitral Award"** shall have the meaning ascribed to it in Clause 6.
- 1.6 **"Arbitration Act"** shall have the meaning ascribed to it in Clause 6.
- 1.7 **"Bankruptcy Event"** means commencement, whether voluntarily or involuntarily, of any proceedings relating to the rescheduling of obligations, bankruptcy, re-organization, insolvency or judicial liquidation or any other similar proceedings.
- 1.8 **"Claim"** shall have the meaning ascribed to it in Clause 7.
- 1.9 **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or property to influence any Person's participation or action in relation to negotiation or performance of this Contract.

- 1.10 "**Corrupt Practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the negotiation, signing or performance of this Contract (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Owner who is or has been associated or dealt in any manner, directly or indirectly with the negotiation, signing or performance of this Contract or has dealt with matters concerning this Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the Effective Date such official resigns or retires from or otherwise ceases to be in the service of the Owner, shall be deemed to constitute influencing the actions of a Person connected with the negotiation, signing or performance of this Contract); or (ii) engaging in any manner whatsoever, whether during the negotiation of this Contract or after the execution of this Contract, as the case may be, any Person in respect of any matter relating to the Project or this Contract, who at any time has been or is a legal, financial or technical adviser of the Owner in relation to any matter concerning the Project.
- 1.11 "**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- 1.12 "**Obstructive Practice**" means and includes (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Owner's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Owner's inspection and verification rights provided for under this Contract.
- 1.13 "**Confidential Information**" shall have the meaning as prescribed to it in Clause 12.
- 1.14 "**Contractor Staff**" means each individual and collectively the Contractor's employees, labour (skilled, semi-skilled and unskilled), Subcontractors, and their respective employees, contractors (of the Subcontractors), officers, licensees, invitees, agents and representatives, dedicated for the performance of the Services and working at the Site, and any other personnel notified to the Owner by the Contractor as the Contractor's personnel.
- 1.15 "**Owner Indemnified Parties**" shall have the meaning ascribed to it in Clause 10.1(a).
- 1.16 "**Termination for Default**" shall have the meaning ascribed to it in Clause 22.
- 1.17 "**Effective Date**" means the date of Letter of Award.

- 1.18 **"Final Acceptance of IUMS System"** shall have the meaning ascribed to it in Clause 4 of chapter-IV.
- 1.19 **"Force Majeure"** shall have the meaning as prescribed to it in Clause 2.
- 1.20 **"Good Engineering & Design Practices"** means the exercise of that degree of skill, diligence, prudence, foresight, and engineering & design practice taking into account Indian conditions, generally followed internationally by highly qualified, prudent professionals in similar industry including in the design, engineering, procurement, implementation, testing, commissioning etc in relation thereto; which in any such case should have been expected to accomplish the desired result at the lowest cost, consistent with licensing and regulatory considerations, environmental considerations, reliability, safety and expedition. Good Engineering & Design Practices is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts employed by owners and contractors.
- 1.21 **"Government Agency"** means any local, State Government in India or the Government of India or any national authority, inspectorate, ministry, department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Owner) or commission under the direct or indirect control of such local or State Government or the Government of India or any political subdivision thereof or any court, tribunal, judicial body, quasi-judicial authority or statutory Person (whether autonomous or not) of the Republic of India which has jurisdiction over the Parties to, or the subject matter of, this Contract or any of the Project Agreements, and this definition includes, for the avoidance of doubt, any authority that may affect the Owner's or the Contractor's ability to perform any or all of its or their obligations under this Contract or any authority that gives consents or permits within India.
- 1.22 **"INR" or "Rs." or "Indian Rupees"** means the legal currency of the Republic of India.
- 1.23 **"Termination Date"** means the date upon which termination pursuant to Clause 22.
- 1.24 **"Time for Completion"** shall have the meaning ascribed to it in Clause 19.
- 1.25 **"Provisional Acceptance"** shall have the meaning ascribed to it in Clause 4 (b) of Chapter- IV
- 1.26 **"Willful Misconduct"** means, with respect to any Party or Person an intentional or reckless, disregard by such Party or Person, of Applicable Law, any common duty of care, any provision of this Contract, any other document prepared pursuant to this Contract or of Prudent Utility Practice, and relating to the performance by such Party of its obligations there under, but shall not include any error of judgment or mistake made in good faith.

Key Contract Terms

1. Duration:

The contract will be valid for a period of 3 Years (Year to year basis on satisfactory results) from the Effective date (Go Live) and quoted price shall remain constant for that period of 3 years. The Contract may be extended on same rates, if required, on mutual written consent of both parties (AMRU and the successful bidder).

2. Force Majeure:

The Contractor should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the Supplier/Contractor/Contractor's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of AMRU either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the bidder should promptly notify AMRU in writing of such conditions and the cause thereof. Unless otherwise directed by AMRU in writing, the Supplier/Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3. Risk Purchase Clause:

In event of failure of completion of work within the stipulated delivery schedule, AMRU has all the right to purchase the item/equipment/services from the other source on the total risk and cost of the Supplier/Contractor/Successful Bidder under risk purchase clause.

4. Prices/Compensation/Professional Fee:

- a) In consideration of the Services hereunder, Atal Medical & Research University, Himachal Pradesh shall pay BIDDER the fees and expenses ("Charges/Compensation") as specified in Financial Bid/Commercial. All amounts payable to BIDDER are inclusive of any Taxes. Atal Medical & Research University shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with evidence or certificate of payment of

such tax to the taxing authorities. BIDDER shall submit invoices to Atal Medical & Research University in accordance with the payment schedule in Commercial of this document. Atal Medical & Research University shall remit payment to BIDDER within thirty (30) days from the date of invoice. BIDDER shall invoice and Atal Medical & Research University shall make payment in accordance with the billing period specified in Commercial of this document

- b) The offer/bid should be exclusive of taxes and duties, which will be paid as applicable.
- c) The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.
- d) Financial Bid shall be integral part of this contract and to be reproduced herein as per format of financial bid.

5. Notices: For the purpose of all notices, the following should be the address:

The Finance Officer, Atal Medical & Research University,
Ner Chowk, Distt- Mandi, H.P.-175008

Supplier/Contractor: (To be filled in by the Supplier/Contractor)

- Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.
- A notice should be effective when delivered or on the notice's effective date, whichever is later.

6. Resolution/Settlement of Disputes:

- a) The Parties hereto agree that any dispute or difference arising out of or in connection with this Contract shall, to the extent possible, be settled promptly and amicably between the Parties. Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such disputes.
- b) All unsettled disputes or differences arising out of or in connection with this Contract which cannot be amicably resolved by the Parties shall in the first instance be decided by the Owner in accordance with provisions of Clause 6.1 below.

6.1 Owner's Decision

- a) If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of this Contract whether during the performance of the Services or after its completion or whether before or after the termination, Abandonment or breach of this Contract, such dispute or difference cannot be amicably settled by the Parties in accordance with Clause 6 (a) & 6 (b), it shall, in the first place, be referred to and settled by the Chairman & Managing Director of the Owner, who, within a period of 30 (thirty) days after being requested to do so, shall give written notice of its decision to the Contractor.
- b) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the completion of the entire Services under this Contract and shall forthwith be given effect to by the Parties who shall comply with all such decisions, with all due diligence, whether it requires arbitration, as hereinafter provided or not.
- c) If after the Owner has given written notice of its decision to the Contractor and no notice to arbitration has been communicated to it by the Contractor within 30 (thirty) days from the receipt of such notice, the said decision shall become final and binding on the Parties.
- d) The Owner's decision (or the failure of the Owner to give decision within the time specified in Clause 6.1 (a)) and issuance of a written notice for arbitration pursuant to Clause 6.1 (C) shall be a condition precedent to the right to request arbitration. It is the intent of this Contract that there shall be no delay in the execution of the Services and the decision of the Owner, as rendered, shall be promptly observed.
- e) In the event of the Owner failing to notify its decision, as aforesaid, within 30 (thirty) days after being requested, or in the event of a Party being dissatisfied with any such decision, either Party may require that the matters in dispute be referred to arbitration as provided in Clause 6.2.

6.2 Arbitration: The dispute resolution mechanism to be applied pursuant should be as follows:

- a) All disputes or differences in respect of which the decision, if any, of the Owner has not become final or binding as aforesaid, shall be settled by arbitration, under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "Arbitration Act") or any statutory modification, in the manner hereinafter provided. The seat of arbitration shall be Mandi, Himachal Pradesh.

- b) Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed by the designated officer of Atal Medical & Research University. The award of the said Arbitrator shall be final and binding on both parties. It is the terms of this Contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole Arbitrator by the aforesaid authority and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left. The Arbitration may from time to time, with the consent of the parties, enlarge the time for making and publishing the award subject to the aforesaid, the Arbitration and Conciliation Act, 1996, shall apply to the aforesaid arbitration proceedings. The performance under this Contract shall not stop for any reason whatsoever during the said dispute / proceedings, unless the Supplier/Contractor / party are specifically directed by Atal Medical & Research University to desist from working in this behalf. The award of Arbitrator so appointed shall be final and binding upon the parties hereto.
- c) Arbitration cost will be borne by the contractor.
- d) The provisions of this Clause 6 shall survive termination of this Contract.
- e) The venue of the Arbitration shall be at Mandi, Himachal Pradesh.

7. CLAIM

- a) If, for any reason, Contractor considers that an event has occurred pursuant to which it has a right to claim compensation from Owner or an extension of Time for Completion, Contractor shall notify Owner in writing of the existence of such claim (the “**Claim**”) within three (3) days of occurrence of such event and within ten (10) days of notifying Claim, Contractor shall submit to Owner details of Claim as per provisions of Clause 7 (b). Contractor shall substantiate its Claim with payroll documents, paid invoices, receipts, records of performance and other documents satisfactory to Owner and subject to its verification. Owner shall not be liable for, and Contractor hereby waives, any claim or potential claim which has not been notified by Contractor in accordance with provisions of this Clause 7.
- b) After examining Claim submitted by Contractor, Owner shall determine admissibility of the Claim and the extent, if any, to which the Contract Price and Time for Completion is to be changed and outcome shall be informed to Contractor. If Contractor disputes Owner's decision and notifies Owner within five (5) working days of receiving Owner's Decision, Contractor may seek to resolve the dispute in accordance with Clause 6 (Resolution/Settlement of Disputes). If Contractor decides to proceed pursuant to Clause 6 (Resolution/Settlement of Disputes), Contractor agrees to limit its claim to the amount claimed by it in accordance with Clause 7 (a). In no event shall any work be halted, whether or not the claim can be resolved to Contractor's satisfaction,

and Contractor shall be bound by the terms and conditions of this Contract to perform the Services without delay till its successful completion.

- c) The following shall not constitute changes and Contractor has no right to make any claim in relation thereto:
 - i. Instructions, interpretations, decisions or acts by Owner to achieve compliance correct errors, omissions, poor engineering, defective workmanship or other failure of the Contractor to comply with the Contract
 - ii. Delay in the performance of Contractor's work or any additional work caused by Contractor.
 - iii. Any work performed by Contractor arising out of Owner's comments on Contractor's submittals to the extent that such comments are consistent with the Contract.
- d) If Contractor fails to follow the requirements of Clause 7 (a), it shall have waived any right to make any claim in respect of the events referred to in Clause 7 (a). Contractor's sole remedy in respect of any claim will be as provided in Clause 7 (b). No claim by Contractor in relation to events referred to in Clause 7 (a) shall be allowed after final payment is made.
- e) Owner shall not be bound to any adjustments in the Contract Price or Time for Completion unless expressly agreed to by Owner in writing.

8. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by bidder in the provision of the Services shall exclusively belong to BIDDER or its licensors ("BIDDER Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the BIDDER Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to BIDDER or its licensors and the AMRU shall not be entitled to claim any rights therein. All rights, title and Data shall always remain with the Atal Medical & Research University; however BIDDER shall have the right and license to use the Atal Medical & Research University Data for support, testing and product enhancement purposes with prior written permission from Atal Medical & Research University. Atal Medical & Research University acknowledges that the provision of the Services hereunder by BIDDER shall be on a non- exclusive basis and BIDDER shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude BIDDER from providing such services or performing such obligations to its other clients.

9. Representations and Warranties

Bidder warrants that the Services will be provided in a skilful and workman like manner and in conformity with the scope described in Scope of Work Proposed as Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever.

Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party.

10. INDEMNIFICATION

10.1 Indemnification by Contractor

- a) Contractor agrees to defend, indemnify and hold harmless the Owner, its Affiliates, and all of their directors, officers, employees, agents and representatives ("**Owner Indemnified Parties**"), from and against any and all Losses arising:
 - i. By reason of Contractor's actual or asserted failure to comply with any Applicable Law or any provision of this Contract. If the Contractor fails to comply with the requirements mentioned above and as a result fines, penalties or other assessments are imposed upon either the Contractor or the Owner by any Government Agency under any Applicable Law, then the Contractor shall be liable to pay all such fines, penalties or other assessments.
 - ii. From actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use of materials, equipment, methods, processes, designs or information furnished by Contractor or its Subcontractors in performance of the Services. Should any Services provided by Contractor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Contractor shall, at the Owner's option, either procure for the Owner the right to continue using such services, replace same with equivalent, non-infringing services, or modify the services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance as provided by the infringing services

- iii. From injury to or death of any Person (including employees of the Owner, Contractor and Contractor's Subcontractors or any third party) or from damage to or loss of property (including the property of the Owner or a third party) arising directly or indirectly out of this Contract or out of any acts of omission or commissions of Contractor or its Subcontractors. Contractor's indemnity obligations hereunder include claims and damages arising from non-delegable duties of the Owner; or
 - iv. From present or future Environmental Claims directly or indirectly related to or arising out of the actual or alleged existence, generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Material at the campus and/or adjacent areas solely to the extent arising out of the gross negligence or willful Misconduct of the Contractor, its Subcontractors or sub-vendors in the performance of the Services under this Contract; provided, however, that nothing contained herein shall be construed as requiring Contractor to take any corrective action with respect to any Hazardous Material in existence prior to the Effective Date.
- b) Contractor's indemnity obligations shall apply regardless of whether the Owner Indemnified Party was concurrently negligent, whether actively or passively, excepting only where the Losses are caused solely by the negligence or Wilful Misconduct of, or by defects in design furnished by the Owner Indemnified Party. Contractor's defence and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by the Owner Indemnified Party for legal action to enforce Contractor's indemnity obligations.
- c) With respect to claims by employees of Contractor or its Subcontractors on the Owner Indemnified Party, the indemnity obligations created under this Clause 10.1 shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Contractor, its Subcontractors or Supplier/Contractors under any workers' compensation, disability benefits, Maternity benefits or other employee benefits acts or regulations, and Contractor waives any limitation of liability or immunity arising from workers' compensation or such other acts or regulations.
- d) The Owner shall be entitled to retain from payments otherwise due to Contractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Contractor's indemnity obligations under this Clause 10.1, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to the Owner.

- e) Contractor acknowledges that specific payment has been incorporated into the Contract Price as legal consideration for Contractor's indemnity obligations as may be provided in this Contract.

10.2 Defence of Claims

- a) The indemnifying Party shall be entitled, at its option, and expense and with counsel of its selection, to assume and control the defence of any claim, action, suit or proceeding in respect of, resulting from, relating to or arising out of any matter for which it is obligated to indemnify the other Party hereunder, provided it gives prompt notice of its intention to do so to the indemnified Party and reimburses the indemnified Party for the reasonable costs and expenses incurred by the indemnified Party in connection with the defence of such claim, action, suit or proceeding, prior to the assumption by the indemnifying Party of such defence.
- b) Notwithstanding the provisions of Clause 10.2 (a), unless and until the indemnifying Party acknowledges in writing its obligation to indemnify the indemnified Party and assumes control of the defence of a claim, suit, action or proceeding in accordance with Clause 10.2 (a), the indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the indemnifying Party hereunder.
- c) Neither Party shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the other Party; provided, however, that after agreeing in writing to indemnify the indemnified Party, the indemnifying Party may settle or compromise any claim without the approval of the indemnified Party. Except where such consent is unreasonably withheld, if an indemnified Party settles or compromises any claim, action, suit or proceeding in respect of which it would otherwise be entitled to be indemnified by the other indemnifying Party without the prior written consent of the other indemnifying Party, the other indemnifying Party shall be excused from any obligation to indemnify the indemnified Party making such settlement or compromise in respect of such settlement or compromise.
- d) Following the acknowledgment of the indemnification and the assumption of the defence by the indemnifying Party, the indemnified Party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified Party.

- 10.3** In the event that the indemnity provisions in this Contract are contrary to the laws of India, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by Applicable Law.

11 Limitation of Liability

Neither Atal Medical & Research University nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the Atal Medical & Research University for the Service that gives rise to such liability during the twelve (12) month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Atal Medical & Research University to perform any of Atal Medical & Research University's obligations. In such event, bidder shall be allowed additional time as may be required to perform its obligations.

12 Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without

breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party;

(d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

13 Ownership of Document and records

All reports, original drawings, graphics, plans, studies and other data or documents, in whatever form or format, assembled or prepared by Contractor or its employees, shall be the property of Atal Medical & Research University. Atal Medical & Research University shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to Atal Medical & Research University all such documents, which have not already been provided Atal Medical & Research University in such form or format, as Atal Medical & Research University deems appropriate. Vendor may retain the copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered or generated in any way through this Agreement without the express written permission of Atal Medical & Research University.

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Atal Medical & Research University, if needed at any reasonable time.

14 Non-Disclosure

The firm and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or AMRU's business or operations details without the prior written consent of the owner.

15 Contractor Integrity

The Contractor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

16 Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

17 Applicable Law

This Agreement is governed by and shall be construed in accordance with the laws of India.

18 Taxes

Selected Bidder should be entirely responsible for all taxes, duties, octroi, road permits, etc., incurred until delivery of the contracted Goods/Services to AMRU and end-client site. AMRU shall only make payment towards the GST Charged in the invoice other than that no other taxes/ duties/ Charges will be paid.

19 Timeline: -

Timeline for execution of Project is given in Chapter-VI.

20 Payment Term

Payments will be done as per milestone given chapter-VI subject to satisfactory acceptance of the deliverables for the given milestone.

21 Service Level Agreement: -

The purpose of Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of services which shall be provided by the successful bidder to the AMRU for the duration of this contract. The Successful bidder and AMRU shall regularly review the performance of the services being provided by the Successful Bidder and the effectiveness of SLA. The full set of service level reports should be supplied and made available to the AMRU by the successful bidder on monthly and quarterly basis based on the project requirements and as requested by the AMRU in writing from time to time.

The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The Successful bidder shall make available the Monitoring tools for measuring and monitoring the SLAs. The Successful bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end

of every month and every quarter which is to be shared with AMRU on a monthly and quarterly basis. AMRU shall have full access to the Monitoring Tools/portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project.

The penalty for various delays and deficiencies in services will be as follows:

a) Penalty for delay in execution of project:

If the successful bidder does not complete the project within the stipulated period given in the Scope of Work due to reasons solely attributed to the bidder, a penalty at the rate of 1.00% per week of the corresponding Purchase Order value will be levied for a maximum period of six weeks (6% of the total contract value). If the services are not completed even within this twelve-week period due to reasons solely attributed to the bidder, then the rate of penalty will increase to 2.0% per week and the contract will be liable for termination, in part or whole, at the discretion of AMRU and at the risk and cost of the selected Bidder.

b) Penalty for failure of support(s): Service support during the contract period: -

The Supplier/Contractor should provide post implementation support for three (03) years. The Supplier/Contractor shall provide a website or any suitable means for electronic logging of complaints by the end users of IUMS. The system should be able to acknowledge a receipt as a proof of having lodged a complaint by the end users of IUMS. The Supplier/Contractor should ensure uptime of 99%. The penalties would be levied on the Supplier/Contractor in the event of downtime attributable solely to the Supplier/Contractor exceeds 2%.

Note* –

The time taken by the contractor to trouble - shoot and fix the problem shall be calculated from the time, the complaint is logged at the Helpdesk till the time the problem has been fixed.

1. GST shall also be charged extra on penalty.

c) Limitation of Penalties: -

After Starting of the work and services the maximum penalty should be levied as described below:

The total deduction should not exceed 10% of the total applicable fee for the said milestone for respective services/supply or quarterly payment

If bidder fails to deliver the services in stipulated time-frame on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions defined in subsequent sections of the Contract

22 Termination for Default

The Owner should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier/Contractor, terminate the Contract in whole or part:

- a) If the Contractor fails to complete the work within the period(s) specified in the order, or within any extension thereof granted by the Owner, and Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as AMRU may have subsequently approved in writing.
- b) If the Contractor becomes insolvent or bankrupt.
- c) If, as the result of Force Majeure, the contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d) If the Contractor fails to perform any other obligation(s) under the Contract.
- e) If the Contractor, in the judgment of the Owner has engaged in coercive, corrupt, fraudulent and obstructive practices in competing for or in executing the Contract. For the purpose of this Clause the meaning of coercive, corrupt, fraudulent and obstructive practices shall be same as prescribed.
- f) If the AMRU/Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract, in such an occurrence the AMRU shall give not less than thirty (30) days' written notice of termination to the Firm.

23 Exit Management Services: -

- I. These services are relevant at the end of the contract duration or in case of any mid- way termination of the contract or work order.
- II. Migration of the VMs, data, content and any other assets to the new environment or on alternate service provider and running of the application on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying.
- III. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with AMRU.
- IV. The successful bidder should ensure that all the documentation required for smooth transition including configuration documents are kept up to date
- V. The successful bidder should ensure that it does not delete any data at the end of the contract (for a minimum of 45 days beyond the expiry of the contract) without the express approval of the AMRU.
- VI. Once the exit process is completed, removes the data, content and other assets from the cloud

environment and destroy the VM, Content and data as per stipulations and shall ensure that the data cannot be forensically recovered, after the due permission of AMRU.

- VII. Address and rectify the problems with respect to migration of the application and related IT infrastructure during the transition.
- VIII. The successful bidder should ensure that all the documentation required for smooth transition are kept up to date and all such documentation is handed over to AMRU during regular intervals as well as during the exit management process.
- IX. The Successful bidder shall provide necessary handholding support (for a maximum of 30 days) to assist in transition of the services from the Successful bidder to a replacement Successful bidder.

24 Disputes and Jurisdiction:

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within Mandi, Himachal Pradesh.

25 Compliance certificate:

This certificate must be provided on their letter head indicating the bidder is capable of performing all the functions of all modules provided in the scope of work

26 Award of Contract:

- a) AMRU reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
- b) AMRU has the right to review at any time prior to award of contract that the pre-qualification criteria, are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the pre-qualification criteria are no longer met by the Bidder whose offer has been determined as first rank.

27 Rates in Figures and Words:

Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where

the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

In the case of any tender where unit rate appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

28 Inurement (Discipline):

This Agreement shall ensure to benefit of and be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

29 Severability:

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

30. Relationship between the parties

- (a) This Agreement does not constitute any company, partnership or joint venture between the parties for any purpose. Neither party to this Agreement shall have any right to incur any liabilities nor obligations on behalf of or binding upon the other party except as provided for in that Agreement.
- (b) Nothing in this Agreement constitutes a relationship of employer and employee. The Contractor must not act in any way other than as an independent contractor of the owner.
- (c) The Owner shall not be responsible for any payments in respect of:
 - (i) the remuneration of the Contractor's personnel including salary and wages, annual leave, sick leave, long service leave or superannuation;
 - (ii) workers' compensation, accident, sickness and life insurance for the Contractor's personnel; and
 - (iii) Contractor's payroll taxes, superannuation guarantee levy, health insurance levy and any other additional levies imposed by government from time to time.
- (d) The Contractor will not be subject to the supervision, direction or control on the manner in which he or she renders the agreed services, and will maintain a high level of discretion, flexibility and professional judgment as to how the work is performed and results achieved. Checking of the Contractor's work by the Owner or co-ordination with other onsite project activities will not constitute control over the Contractor.

31. Compliance

The Contractor shall observe all applicable industrial laws and awards in each sphere of its activities in connection with the Services and carry out the Services under this Agreement in accordance with the highest professional standards.

32. Sub-letting

The Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other benefits, accruing therefrom or under the contract without the prior written consent of the Owner.

33. Acknowledgement:

It is hereby acknowledged that Bidder have gone through/read all the conditions mentioned above and agree to abide by them.

ANNEXURE-I

<< Organization Letter Head >>

Declaration sheet

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

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

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

NAME & ADDRESS of the VENDOR / MANUFACTURER / AGENT	
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of Tender Fees) 8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD) 9 UTR No. (For EMD)	
10 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)

Name: _____

Seal of the Company

ANNEXURE-II

Letter of bid submission

To

**The Finance Officer,
Atal Medical & Research University,
Ner Chowk, Distt- Mandi, H.P.-175008**

Subject- Request for Proposal for Implementation, Maintenance & Support of Commercial, Off-the-Shelf, Integrated University Management System (IUMS) for Atal Medical & Research University, Himachal Pradesh-Submission of Bid.

Sir,

This bears reference to AMRU Bid No. _____ Dated _____
We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document and have examined the details given in Notice Inviting Bid & Bid Document for the above work.

I/we hereby submit the relevant information:

1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.
2. I / we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by AMRU on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled
3. and EMD/Performance security/ security deposit alongwith the due amount towards the work executed or advance shall be forfeited. AMRU will not entertain any claim or entertain any reason for this intentional act. AMRU may go for the legal action against the bidder for recovering any one or all damages caused to AMRU on this account.

4. I/We hereby certify that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent AMRU from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.
5. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
6. I/We submit the all **certificates** in support of our suitability, technical knowledge and capability for having successfully completed works **as detailed out in Annexure-V**.
7. Earnest Money Deposit amounting to Rs-----in the form of BG/Demand Draft No. ----- dated ----- issued by ----- Bank is submitted.
8. Demand Draft of Rs.2,000/ (Rs two thousand)only- towards Bid document cost is enclosed herewith.
9. Date of Submission :

The above document is executed onat (place)_____and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

Place:

ANNEXURE –III

Undertaking

This is to confirm that we M/s _____ (give full address) have not been declared blacklisted/debarred by any government department and public sector undertaking / enterprise or by any other Client in India, in last five years before release of advertisement.

If the above information is found false at any stage after the placement of Work Order / Agreement, Atal Medical & Research University, Himachal Pradesh will have full right to cancel the Contact and forfeit the Performance Guarantee and can take any legal action which shall be deemed fit at that point of time.

Authorized Signatory

ANNEXURE-IV

Annual Average Turn Over:

Sl. No.	Financial Year	Annual Turn over
1.	2017-18	
2.	2018-19	
3.	2019-20	
Total		
Average		

Note: Certificate from Statutory Auditor/ Chartered Accountant certifying balance sheet only for all three years to be attached.

Signature with Seal of the Chartered Accountant

Signature with Seal of the Bidder

ANNEXURE-V

Details of Projects Completed During Last 5 years

BidNo.:

Name of the Firm:

S. No	Name of Client	Name of the Project and brief description	Value (Excluding Tax)	Date of award	Date of Completion	Current Status	Name of Contact Person and other details
1.							
2.							
3.							
4.							
5.							
6.							
7							
8							

ANNEXURE-VI

POWER OF ATTORNEY

Know all men by these presents, we... (name of firm and address of the registered office) do hereby constitute, nominate \ appoint and authorize Mr. /Ms son/daughter/wife of.....and presently residing at, who is presently employed with / retained by us and holding position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>... ..project, proposed to be developed by the (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to AMRU, representing us in all matters before AMRU, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with AMRU in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with AMRU.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THIS DAY OF.. 20...

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)

2. (Signature, name and address)

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the

Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

ANNEXURE – VII

Name of the Bank: _____

To
The Finance Officer,
Atal Medical & Research University,
Ner Chowk, Distt- Mandi, H.P.-175008

Performance Bank Guarantee Format

In consideration of the Atal Medical & Research University acting through Finance Officer, (hereinafter called “Atal Medical & Research University”) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. _____ Dated _____ Made between Finance Officer, Atal Medical & Research University, Mandi at Ner Chowk and _____ (hereinafter called “Agency”) for the work _____ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. _____ (_____ only) as a performance security /Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the The Finance Officer, Atal Medical & Research University an amount not exceeding _____ (₹ _____ only) on demand by the Atal Medical & Research University.

2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from Atal Medical & Research University through the Finance Officer, Atal Medical & Research University or (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Atal Medical & Research University Ltd by reason of any breach by the said A of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (Only).

3. (A) We _____ (indicate the name of Bank) further undertake to pay to the Atal Medical & Research University any money so demanded notwithstanding any dispute or dispute raised by

the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(B) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

4. We _____ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Atal Medical & Research University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____

(Designation & Address of contract signing authority) on behalf of the Atal Medical & Research University, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Atal Medical & Research University or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Atal Medical & Research University within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the Atal Medical & Research University. If the guarantee is not renewed or

the period extended on demand, we _____ (indicate the name of the Bank) shall pay the Atal Medical & Research University the full amount of guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the Atal Medical & Research University that the Atal Medical & Research University shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Atal Medical & Research University against the said

ANNEXURE-VIII

Proforma Pre Contract Integrity Pact

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of2020, between, on one hand, acting through Shri/Smt. _____, Designation, Atal Medical & Research University, Himachal Pradesh (hereinafter called the “BUYER”/ “AMRU” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the AMRU proposes to procure services towards **“Implementation, Maintenance & Support of Commercial, Off-the-Shelf, Integrated University Management System for Atal Medical & Research University, Himachal Pradesh“**

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. _____ Dated 2021.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the AMRU is a HP State Govt. University performing its functions.

Now, therefore

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the AMRU to obtain the desired services as referred to in the Bid document No. _ _ _ _ _ dated _ _ _ _ _ 2021 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the AMRU will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the AMRU

- 1.1 The AMRU undertakes that no official of the AMRU, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the AMRU will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the AMRU with full and verifiable facts and the same is prima facie found to be correct by the AMRU, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the AMRU and such a person shall be

debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AMRU the proceedings under the contract would not be stalled.

3. Commitments of Bidders

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AMRU, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AMRU or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the AMRU that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the AMRU or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in

respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

- 3.6 The BIDDER, either while presenting the bid or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the AMRU or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AMRU as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the AMRU, or alternatively, if any relative of an officer of the AMRU has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the AMRU.

PREVIOUS TRANGRESSION

- 3.14 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 3.15 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

4. EARNEST MONEY DEPOSIT

- 4.1 While submitting Technical bid, the BIDDER shall deposit Earnest Money with the AMRU through BG/Account Payee Bank Draft or a Pay Order in favour of Atal Medical & Research University, Himachal Pradesh payable at Mandi / Ner Chowk.
- 4.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the AMRU, including O&M period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the AMRU to forfeit the same without assigning any reason for imposing such sanction.
- 4.4 No interest shall be payable by the AMRU to the BIDDER on Earnest Money Deposit for the period of its currency.

5. SANCTIONS FOR VIOLATIONS

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the AMRU to take all or any one of the following actions, wherever required:

- i. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by AMRU.
- ii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iii. To recover all sums already paid by the AMRU, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR (London Interbank Offer Rate) as the case shall be. If any outstanding payment is due to the BIDDER from the AMRU in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AMRU, along with interest.
- v. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the AMRU resulting from such cancellation/rescission and the AMRU shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vi. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the AMRU.
- vii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the AMRU with the BIDDER, the same shall not be opened. Forfeiture by way of encashment of Performance Bond in case of a decision by the AMRU to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The AMRU will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the AMRU to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by AMRU, in case of breach of the provisions of the pact.

6. INDEPENDENT MONITORS

6.1 An Independent monitor (s) shall be appointed by AMRU, in case of breach of the provisions of the pact.

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the AMRU.

6.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the AMRU including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is

applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

6.7 The AMRU will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the AMRU / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

8 FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the AMRU or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 LAW AND PLACE OF JURISDICTION

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within Mandi, Himachal Pradesh.

10 OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that shall follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 VALIDITY

11.1 The validity of this Integrity Pact shall be governed by the terms of the TENDER(BID) towards complete execution of the contract to the satisfaction of both the AMRU and the BIDDER/Seller, including O&M period,

whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.

11.2 Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12 The parties hereby sign this Integrity Pact at _____ on _____.

Atal Medical & Research University

BIDDER

Name of the Officer :

CHIEF EXECUTIVE

OFFICER Designation:

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).

Tender Compliance Sheet

S. No.	Description	Yes/No with Page No.
1.	Whether the bidder has Submitted the EMD/Bid fee as per bid requirement.	
2.	Amount of EMD/Bid fee as per bid requirement or not?	
3.	Form in which Bid EMD/ Bid fee enclosed (Bank Guarantee/Demand Draft).	
4.	Date of issue of BG/Demand Draft for EMD/ Bid fee	
5.	Validity of the BG/Demand Draft (if submitted) 90 days from submission of bid or not?	
6.	Bid validity 90 days or not?	
7.	Legal Status/ Constitution of firm (any document)	
8.	GST Registration Certificate and PAN Number	
9.	Whether the bidder has quoted for all the items in the Schedule?	
10.	Whether price as per Financial Bid quoted or not?	
11.	Whether Project Timeline as per bid agreed or not?	
12.	Payment terms as per bid agreed or not?	
13.	Declaration Sheet (Annexure-I)	
14.	Letter of Bid submission (Annexure-II)	
15.	Undertaking Regarding the Non-Blacklisting of the firm as per Annexure-III or not?	
16.	Audited/ Certified financial statements by chartered Accountant or firm (FY 2017-18, 2018-19 and 2019-20) (Annexure-IV)	

S. No.	Description	Yes/No with Page No.
17.	Supporting documents having details of Projects completed during last five years. (Annexure-V)	
18.	Power of Attorney (Annexure-VI)	
19.	Valid registration certificate issued by NSIC/MSME or other appropriate government authorities. (For MSMEs and Start-Ups only)	
20.	Signed copy of Pre-contract integrity pact (Annexure-VIII)	
21.	Signed copy of the tender document submitted	
22.	Document having details of the Technical Support Staff (Annexure-X)	
23.	Supporting Document for MeitY Certification	
24.	Signed Copies of CMMI/ISO Certificates as applicable	
25.	Authorization letter from the OEM or a self-declaration of being the OEM (Annexure-XI)	
26.	Relevant Document against S. No. 7 (Technical Manpower Strength) of Pre-qualification criteria under Chapter-V (Bid Evaluation Process)	
27.	Relevant Document against S. No. 9 of Pre-qualification criteria under Chapter-V (Bid Evaluation Process)	
28.	Relevant Document against S. No. 10 of Pre-qualification criteria under Chapter-V (Bid Evaluation Process)	

ANNEXURE - X

Appendix: Requirement of Key Personnel

Requirement of Key Personnel to be deputed at Atal Medical & Research University, Himachal Pradesh:

The successful bidder shall deploy experienced resources in the premises of university. Minimum two experienced persons/employees of the bidder must be available in the office/campus of the AMRU during the period of contract. They Must be able to impart refresher training as and when required to the new employees in the university during Contract period including AMC period. AMRU shall not pay any remuneration / salary / any other charges to the said employees of the bidder over and above the amount quoted in BOQ.

ANNEXURE-XI**Manufacturers' Authorization Form**

No.Dated.....

To,

The Finance Officer,**Atal Medical & Research University,****Ner Chowk, Distt- Mandi, H.P.-175008**

Bid No.....

We _____ who are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods designed & developed by us.

No company or firm or individual other than M/s _____ are authorized to bid, and conclude the contract for the above goods designed & developed by us, against this specific TENDER(BID). (This para should be deleted in simple items where manufacturers sell the product through different front bidders.)

We hereby extend our full guarantee and warranty as per the terms and Conditions of the TENDER(BID).

Yours faithfully

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

ANNEXURE - XII

Brief Description

Implementation, Maintenance & Support of Commercial, Off-the-Shelf, Integrated University Management System for Atal Medical & Research University, Himachal Pradesh (AMRU) as per the scope of work, technical specifications, Deliverables and other requirements specified in the Tender Document.

The scope of work also include Data Migration, Bug Fixing & Problem Resolution etc. during entire Project Life Cycle and imparting necessary Training / Demonstration to the users.

Detailed Scope of Work, Technical Specifications & Deliverables

INTRODUCTION

The Atal Medical & Research University, Himachal Pradesh has been established by an Act; the Himachal Pradesh University of Health Sciences Act, 2017 (ACT No. 11 of 2017) with its headquarter at Shri Lal Bahadur Shastri Govt. Medical College, Mandi (at Ner Chowk), Himachal Pradesh.

The University has been established to create an intellectual, academic and physical environment which shall be conducive to free flow of ideas and exchange of information amongst various Faculties of the University, and other Universities of Health Sciences in the country and abroad; thereby opening a window to the Health Professionals, Health Planners, Biomedical and Social Scientists and Educators in field of Health Sciences in the country.

The University has been established to create uniformity in standards of education in all streams of Health Sciences including Modern System of Medicine, Dental Sciences, Nursing, Indian System of Medicine and Homeopathy, various Paramedical and Para dental discipline such as medical laboratory technology, pharmacy, physiotherapy and speech therapy etc. with a view to enhance the quality of such education and further aiming to modernize, improve and achieve the highest standards of academic excellence at all levels.

AMRU seeks to implement a cloud based Complete Integrated University Management System (IUMS). The Automation solution should include the modules like Admission, Counselling, Examination Management and University Administration/ Financial & HR Management etc. The detail scope of work has been listed in the following section.

The successful bidder is expected to Implement, Maintain & Support a Commercial, Off-the-Shelf, Integrated University Management System at Atal Medical & Research University, Himachal Pradesh as per the scope of work, technical specifications, Deliverables and other requirements specified in the Tender Document. Further, the vendor shall install, host, fine tune and run the IUMS software hosting the services on level three cloud based Data Centre which will be provided by the vender. It will also undertake the responsibility of Data Migration, Bug Fixing & Problem Resolution etc. during entire Project Life Cycle and imparting necessary Training / Demonstration to the users.

OBJECTIVES OF THE PROJECT

Automation of overall activities of the University functioning by facilitating a world-class online educational environment for the students, faculty and staff. This will enable the key officials of the university to have better administrative control mechanism, access, reporting and decision making at different level.

Broad objectives of the IUMS project are:

- To facilitate student's related services such as Preadmission activities, admissions, counselling, fee payment, registration, examinations, results, preparation and issuance of DMC's, certificates and degrees etc., Library, Time Table, Hostels, Finance Management and HRM etc.
- To facilitate college related services such as affiliation and allied services.
- To improve transparency and accountability in the overall system.
- University administration related services

Majority of the below listed modules will be implemented at the University level only. Scope of work such as Admission Management, Fee Management, Examination, Affiliation Management will have suitable interface for constituent or affiliated colleges / students.

List of IUMS modules:

Sr. No.	Name of Module
1	Admission Management
2	Fee Management
3	Academic Management (UG, PG Programmes and other courses)
4	Affiliation Management
5	Examination Management
6	Self Service Portal for Students and Employees
7	H.R.M.S. & Pay Roll Management
8	File/Letter Tracking Management
9	Store/ inventory Management
10	Finance and Accounts Management System
11	Asset Management
12	Committee Management
13	Event Management System
14	Grievance (Staff/Students) Management
15	Hostel Management
16	Guest House Management
17	Library Management
18	Ph.D. Life Cycle Management
19	Research Management
20	Alumni and Convocation Management
21	Transportation Management

Indicative brief workflow of the university processes to be considered by all bidders to understand the nature, volume and process intricacies involved for implementation are attached at **Annexure-XIII**.

Important Notes for other requirements:

Apart from functionality and features mentioned above, the provisioning of the Operating System, Databases and any other Middleware needed for deploying the proposed solution in totality on cloud shall be the responsibility of the vendor. Therefore, the bidders are advised to factor in any such one time or recurring costs associated with the same in their commercial offers in perpetuity.

1. The above specifications & scope of work is indicative and based on university's decision/requirement, the same is subject to change till last date of closing of bid submission.
 2. The university also reserves the right to modify and change the scope even during the Software Requirements and Specifications (SRS), project implementation and maintenance phase as per its official requirement, expectations and observations raised by the concerned stake holders. In case of change of rule, ordinances, procedure, practices, law, etc. by the university and state or central govt., the firm is supposed to facilitate the suitable changes/obligations in the software without any extra cost as and when needed during its implementation and/or maintenance period.
 3. The university's website and IUMS must be developed using the technology capable of delivering the intended functionalities listed in the scope of work during the Handholding (warranty) & AMC period and thereafter, as & when required the bidder will have to provide source code of various modules developed to AMRU.
 4. The university also reserves the right to use and further modify the IUMS software at its own level as per the requirement of the system after expiry and termination of AMC and support period without paying any amount to the vendor. Moreover, all the Data, content and records stored in the Database/Application of IUMS shall be owned by the university free of cost and the same shall be made available by the firm as and when requested by AMRU.
 5. During the customization and implementation phase, the vendor is required to provision as many resources as deemed necessary keeping in view the time lines specified in the document.
-

6. Initially, the number of student users is estimated as 8000 (Eight Thousand) and may increase further. The number of employee users is estimated as 200(Two hundred) which may increase over the period.
 7. The vendor has to make provisions with regard to any ancillary software like database or any other middle ware. They are advised to factor in the respective costs in their commercial offer. University will not provide any such licenses.
 8. Suitable work space shall be provided to all the resources placed at AMRU by the University during the entire duration of the project.
 9. The system will be deployed on cloud based at level three data center and will be accessible over secure connections from other remote sites as well.
 10. The cost of hiring the cloud with OS and associated software components needed to run application (with appropriate numbers of virtual machines and dynamic allocations to optimal peak time performance, storage and data backup plan along with disaster management provision), Security solutions, optimally maintaining it and ensuring it's 99% uptime/availability will the responsibility of the solution provider.
 11. Application response time must also be optimally designed and maintained by the solution provider.
 12. All SMS and email subscriptions shall be provided by the University if needed.
 13. The resources deployed in the University are expected to follow the University timings and University calendar.
 14. All data for migration purposes will be provided in Excel files by the university.
 15. A user manual and a technical manual shall be prepared by the successful bidder for the IUMS.
-

AMRU reserves the right to implement any of the IUMS modules in phased manner. Bidders are advised to submit the commercials accordingly. Payment claims will be considered for the implemented modules only.

ANNEXURE - XIII

Indicative Brief Workflow of the university processes to be considered by all bidders to understand the nature, volume and process intricacies involved for implementation of IUMS.

The exact process and related details will be captured by the firm during blue print preparation phase and final implementation of the project. AMRU may ask the vendor to deliver, configure, deploy, or make available the desired functionality or provide any other complementary module(s) as per the actual requirements of the university. However, the indicative, pointwise, brief workflow and scope of various modules(Features) to be implemented for online execution / working of IUMS is as under :-

S. No.	Module
1.	<p>ADMISSION MANAGEMENT</p> <p>PRE-ADMISSION: Advertisement for entrance exam, inviting applications, collection of fee, scrutiny of applications, verifications, issuing admit cards, allotment of Examination centres, conduct of entrance test, attendance of candidates, secrecy, result, scoresheets, etc.</p> <p>ONLINE CONSELLING: Inviting applications, Scrutiny, segregation, compliance of roasters, preparation of Merit Lists, counselling for admission, grading, allotment of institutions etc.</p> <p>ADMISSION: Confirmations of admission, admission letters, registrations, fee deposition, auto reporting of admission, creation of students' database etc.</p>
2.	<p>FEE MANAGEMENT</p> <p>The module should be capable of allowing users to setup and define fee structure of any complexity with creation of different fee heads.</p>
3.	<p>ACADEMIC MANAGEMENT (UG, PG PROGRAMMES & OTHER COURSES)</p> <p>Display of University's Course catalogue, course registration, calculation of class availability, direct communication of advisors with students, course selections, timetable, class segregations, subject allocation, Students attendance, Biometric Smart Attendance Terminal (SAT), Attendance Rule Configuration, syllabus monitoring, feedback, Class registers, digital content sharing & delivery, performance assessment & tracking, sharing reading material, academic calendar, lesson plan, delivery reports, presentations facilities, video/audio files, subject notes, assignments, project work, tests, question banks, tracking student progress, providing user friendly discussion forum, faculty management, room for extra curriculum activities, etc.</p>
4.	<p>AFFILIATION MANAGEMENT</p> <p>Providing affiliation forms to the applicant colleges for affiliation, receiving course-wise affiliation fees, mapping of application forms & documents, scrutiny of documents with checklist, communication of observations of committees, acceptance / rejection of applications, recording of proceeding of inspection committees, submission of reports to various sections, submissions of proposals to the Govt., updation of status of colleges, granting approval for affiliation, maintenance of database of the affiliates colleges, etc.</p>
5.	<p>EXAMINATION MANAGEMENT</p> <p>Online examination forms for students, fee collection, exam centre allocation, seating plan, examination schedule generation, admit cards, date sheet, online paper setting, high security based facility for online evaluation of answer sheets, online moderation of question papers, online re-evaluation as per the requirement of the prospectus for various courses, result processing, display of</p>

	marks on the portal after approval of competent authorities, award of degrees, etc.
6.	<p>SELF SERVICE PORTALS FOR STUDENTS AND EMPLOYEES</p> <p>Web portal for students (Password protected) must provide a platform for University to get, share and disseminate the required & relevant information through discussion forums, chat rooms, mail, document sharing, SMS alerts etc. The portal should also allow the employees to complete various tasks such as to apply for leave, generate salary slips, apply for loans, buy insurance, etc.</p>
7.	<p>H.R.M.S. & PAY ROLL MANAGEMENT</p> <p>ESTABLISHMENT MANAGEMENT: inviting online applications for recruitment, scrutiny, shortlisting, conducting tests/ interview, award grades, generating merit lists, making appointments, attendance, maintenance of service records etc.</p> <p>Facility for online ACR/Annual Appraisal Reports of employees, maintaining record of annual increments, pay fixation, seniority list, promotions, transfers, medical facility, applications/sanction of leaves, LTC records, demographic details, family details/nominations, processing the cases of retirement benefits, viz., various type of pensions, Gratuities, commutation of pensions, encashment of leave etc. and online submission of the cases to Finance & Accounts Branch. Training management of Teaching and Non-Teaching employees of the University.</p> <p>Manage entire Human Resources (HR) activities and Pay Rolls, creation of salary heads, dynamic salary formulae, preparation of salary, calculation of arrears, generate salary slips, credit to bank accounts, income-tax calculations, tax challans, monthly/quarterly income tax returns, issue of form-16, employees list, loans & advances of employees, attendance, GPF/CPF/GIS, mobile alerts, maintenance of all types of records of employees customized on click MIS reports.</p>
8.	<p>FILE/LETTER TRACKING MANAGEMENT</p> <p>File/Letters (PUCs) Movement/ Tracking System must automate file/letter within the different departments/sections of University, digital document circulation, thus introducing a transparency in a system where volume of files/PUCs generated is very high.</p>
9.	<p>STORE / INVENTORY MANAGEMENT</p> <p>This module must automate the store /inventory part of the University, i.e., stock entries of goods and books, online generation / submission of indents, issue of goods / books through digital/online mode, maintenance of online / digital stock registers, individual property register and generation of MIS reports.</p>
10.	<p>FINANCE AND ACCOUNTS MANAGEMENT SYSTEM</p> <p>Bill tracking: IUMS should allow bills from all departments to be submitted online for processing & approval and pre-audit before making final payments. Checking of the status of each bill, (approved, pending or cancelled).</p> <p>Voucher creation, journals, day book, creation of dynamic ledgers, chart of accounts, budget wise ledgers, recording of transactions, trial balance, profit and lose account, receipt and payment account, income and expenditure statement, balance sheet, periodical MIS reports etc.</p> <p>Budget Management: online preparation, submission, approval, allocation, re-appropriation, branch wise distribution, revised budget creation /allocation, head wise budget summary/ expenditure statements, budget monitoring and maintenance of e-register/ledgers thereof.</p> <p>The Financial Accounting should take care of all financial issues of the University including incomes, expenses, revenue generation, cash and bank related transactions. This module will be linked to all</p>

	those modules which are related to revenue generation through which all transactions take place automatically after the approval of authorized officer. This module will be password protected.
11.	ASSET MANAGEMENT Mapping of all physical infrastructure / assets, maintenance of records, assets, monitoring, service schedule, asset movement, depreciation / appreciation calculations, schedule of replacement.
12.	COMMITTEE MANAGEMENT Module should manage formation of various types of committee, such as Board of Management, Finance Committee, Academic Council, Purchase Committee, Technical Committee etc. and generation / circulation of agenda, minutes/ proceeding thereof.
13.	EVENT MANAGEMENT SYSTEM This module should manage various events conducted by the University. It should be able to do the following key activities: <ul style="list-style-type: none"> ● Event design & planning ● Formation of Committees, allocation of duties, Budgeting, Logistics Planning ● Meetings - circulating agenda/ drafting proceedings/ minutes. ● Notice / Announcements, Invitation / Posters / Brochure ● Registrations, Attendance, Speakers, moderators ● Summary Report, Feedback, Photographs, Press Coverage ● Single sign-on integration: Setting up a dedicated email account(s) for the employees as suggested by the authorities of AMRU on any freeware mailing server for AMRU users and integration with the ERP/MIS using Active Directory or any other tool to enable Single Sign-On.
14.	GRIEVANCE (STAFF / STUDENTS) MANAGEMENT This module helps the University to handle complaints in a transparent, efficient way. Accept complaints online, forward to relevant HOD/department, auto generation of complaint number makes tracking easier.
15.	HOSTEL MANAGEMENT The module should automate all the procedures related to hostel, room's information, student information, accounts, payment tracking, management of mess, a list of hostlers and day-scholars must be generated at any moment of time.
16.	GUEST HOUSE MANAGEMENT This module helps the University to manage all types of accommodation establishments. This module is having the following features: <ul style="list-style-type: none"> • Room Management • Booking requisition for guest house. • Online reservation and room status • Billing of bookings for guests • Statistics on occupancy, guests (including graphs)
17.	LIBRARY MANAGEMENT This module shall have Complete automation of Library functioning such as record keeping, book recommendation, purchase, classification, cataloguing and circulating of books, various fine

	managements etc.
18.	<p>Ph.D. LIFE CYCLE MANAGEMENT</p> <p>This module will automate the life cycle of a Ph.D. students involving the following steps:</p> <ul style="list-style-type: none"> • Course Work, Credit Options • Guide Interaction • Synopsis/Thesis Submission • Guide/HOD Review • Expert Allocation, Expert Feedback • Final Assessment, Award of Degree
19.	<p>RESEARCH MANAGEMENT</p> <p>This module should manage research contributions by faculty including publications, journals, papers, books, seminars, research events, memberships etc. It should automate Faculty Development Assistance programs. The module should provide an user friendly interface for managing various research projects to be undertaken by the University in the future as well various research related events and activities.</p>
20.	<p>ALUMNI AND CONVOCATION MANAGEMENT</p> <p>Alumni management system is expected to promote interaction among alumni and to provide newcomers with valuable social and professional contacts. A grand annual convocation is ought to get arranged to award the pass outs of the year.</p>
21.	<p>TRANSPORTATION MANAGEMENT</p> <p>Vehicle(s) Details – Vehicle number, model, make, type, registration, drivers mapping, logbook creation, movement schedules, maintenance and fuel, route master, route stop details, staff / student detail and their boarding points, expenditure control, efficient use master etc.</p>

ANNEXURE – XIV

Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No. _____

**To,
The Finance Officer,
Atal Medical & Research University,
Ner Chowk, Distt- Mandi, H.P.-175008**

WHEREAS..... (HERE IN AFTER CALLED "THE BIDDER") HAS SUBMITTED ITS
BID DATED..... (DATE) IN

**RESPONSE TO THE TENDER(BID) FOR IMPLEMENTATION, MAINTENANCE & SUPPORT OF
COMMERCIAL, OFF-THE-SHELF, INTEGRATED UNIVERSITY MANAGEMENT SYSTEM
FOR ATAL MEDICAL & RESEARCH UNIVERSITY, HIMACHAL PRADESH, (HERE INAFTER
CALLED "THE BID")**

KNOW ALL MEN by these presents that We having our registered office at
..... (hereinafter called the "Bank") are bound onto Atal Medical & Research University,
Mandi (hereinafter called "AMRU") in the sum of for which payment well and truly to be made to
the said AMRU itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by AMRU during the period of Bid validity:
 1. fails or refuses to execute the Agreement form if required; or
 2. fails or refuses to furnish the performance security, in accordance with the Bid requirement

We undertake to pay AMRU up to the above amount upon receipt of its first written demand, without AMRU having to substantiate its demand, provided that in its demand AMRU will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Dated: the Day of

for (indicate the name of bank)

Signature of Banks Authorized
official Witness (Name)_____
Designation with Code No. -----

-

1 Full Address-----

ANNEXURE-XV**PERFORMA FOR DECLARATION****PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER
INSOLVENCY AND BANKRUPTCY CODE, 2016**

Tender No. : Name of Work : Bidder 's Name :

.....

I/ We, M/s. _____ declare that:-

a) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.

Or

b) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per Details mentioned below. (Attach detail with technical bid)

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, Atal Medical & Research University, Himachal Pradesh shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including holiday listing) available to Atal Medical & Research University, Himachal Pradesh.

Place: Date: Signature of Bidder Name of Signatory

Financial Bid

Instructions to Bidders

1. Financial Bid shall be submitted with full price details as per BOQ.
 2. Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates (BOQ). Sample is also provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation.
 3. Financial Bid Standard Forms shall be used for the preparation of the price quote according to the instructions provided.
 4. The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 5. The financial bid should be filled in all respect and uploaded in “.Excel” format (only) . In case, the financial bid is not found complete in all respect the same shall be treated as incomplete at financial bid stage and shall be considered non-responsive.
 6. AMRU reserves the right to implement the modules in phased manner. Bidders must ensure that the price remain valid till the contract period from the bid submission date.
 7. **Maximum basic charges of AMC per year quoted by the Bidder should not exceed beyond 15 % of the basic one time cost of the respective module as quoted under "A".**
 8. **Maximum Annual charges of Man Power quoted by the Bidder should not exceed beyond 5% of the total value offered under 'AA' . Annual Charges Will be Entered in Cell M35.**
 9. **Maximum Cloud Hosting Charges per annum quoted by the Bidder should not exceed beyond 2% of the total value offered under 'AA' . Basic Amount will be entered in Cell M37.**
 10. **Sum (Total) of all the three components, i.e, AA+BB+CC including GST shown in BOQ will be considered as financial bid.**
 11. GST will be applicable as per Govt. of India guidelines, issued from time to time.
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Sample of Financial Bid (BOQ)

Tender Inviting Authority: Finance Officer, Atal Medical and Research University, HP Mandi at Nerchowk

Name of Work: Implementation, Customization, Maintenance & Support of Commercial Off-the-Shelf, Integrated University Management System (IUMS)

Contract No: AMRU_Mandi/IUMS/2021

Name of the Bidder/ Bidding Firm / Company:																			
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be updated after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)																			
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	One time Cost of Module along with cost of COTS License on Perpetual Basis "(A)" Figures To be entered by the Bidder in Rs. P	GST(%)	GST In RS	One time Cost of Module along with cost of COTS License on Perpetual Basis "(A)" With GST	Cost of Customization and Implementation of the Module "(B)"	GST(%)	GST IN RS	Cost of Customization and Implementation of the Module "(B)" With GST	Module wise Basic Cost of Maintenance & Support (AMC)(C)" (Maximum basic charges per year quoted by the Bidder here should not exceed beyond 15 % of the basic one time cost of the respective module as quoted under "A")	Basic Charges for 03 years	GST(%)	GST In RS For Three Years	Module wise Basic Cost of Maintenance & Support (AMC) With GST for 03 years	Module wise Sub Total (A+B+C) i.e. sum of One time cost of Module, Customization & Implementation charges, 03 Years' AMC charges including GST (INR Rs. P	TOTAL AMOUNT In Words	
1	Admission Management	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
2	Fee Management	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
3	Academic Management (UG, PG Programmes and other course)	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
4	Affiliation Management	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
5	Examination Management	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
6	Self Service Portal for Students and Employees	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
7	H.R.M.S & Payroll Management	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
8	File/Letter Tracking Management	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
9	Store/ Inventory Management	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only
10	Finance and Accounts Management System	1.00	Per Module			0.00	0.00			0.00	0.00		0.00		0.00	0.00	0.00	0.00	INR Zero Only

23.01	The Firm shall deploy, host and maintain the entire ERP / IJMS in the Cloud or Data Centre at their own. All the services should be up and running at all the times i.e. 24x7x365 basis. Safety and security of Data & Application is also the sole responsibility of the Firm. In case of down time, a penalty @ 2 % of the Total cahrges shall be deducted by the University.	1.00	Lot			0.00	0.00	0.00									0.00	INR Zero Only
Total in Figures																	0.00	INR Zero Only
Quoted Rate in Words																		INR Zero Only

Important Note:

- During blue print phase and final implementation of the project, AMRU may ask the vendor to deliver, customize, configure, deploy or make available the desired functionality or provide any other complementary module(s) as per the actual requirement of the University. The University also reserves the right to place purchase order to all or any of the modules listed below depending upon the requirement and funds availability. Even, the renewal of contract for subsequent years (i.e. after end of 01 year period) for providing onsite / remote support, operation and maintenance shall be extended on the sole discretion of the University. In such case, the charges for the same shall be strictly paid based on the rates quoted by the bidder for the first year and no. of modules to be procured by the University. Therefore, the bidders are advised to quote module wise rate in the Rate Schedule.
- Apart from functionality and features mentioned above, the provisioning of the Operating System, Databases and any other Middleware needed for deploying the proposed solution in totality in the University shall be the responsibility of the vendor. Therefore, the bidders are advised to factor in any such one time or recurring costs associated with the same in their commercial offers in perpetuity.
- The capability assessment shall be carried out by the University in respect of the L1 bidder. In case, the said bidder is found incapable for the job and work entrusted in terms of readymade software solutions, managerial capabilities or otherwise, the same capability assessment for L2 bidder and so on shall be conducted. The University's decision in this matter shall be absolute, conclusive and binding.
- The above specifications & scope of work is indicative and based on University's decision/ requirement, the same is subject to change till last date of closing of bid submission. **For subsequent changes, updates and corrigendum, the prospective bidders are advised to keep on visiting HP Tender and AMRU websites.**
- The University also reserves the right to modify and change the scope even during the SRS, project implementation and maintenance phase as per its official requirement, expectations and observations raised by the concerned stake holders. In case of change of rule, ordinances, procedure, practices, law, etc. by the University and state or central govt., the firm is supposed to facilitate the suitable changes/obligations in the software with any extra as and when needed.
- The ERP/MIS code, modules, licenses and software, etc. so supplied, delivered and installed in line with the specification and scope of the University shall be the sole property of AMRU after final acceptance by the University. This excludes the source code of the COTS software supplied by the Bidder.
- The University also reserves the right to use and further modify the ERP/MIS software at its own level as per the requirement of the system after expiry and termination of AMC and support period without paying any amount to the vendor. Moreover, all the Data, content and records stored in the Database/Application of ERP/MIS shall be owned by the University free of cost and the same shall be made available by the firm as and when requested by AMRU.
- During the customization and implementation phase, the vendor is required to provision as many resources as deemed necessary keeping in view the time lines specified in the document. **During first year of operation after go-live, vendor is required to depute 01 competent professional conversant with the product on full time basis.** The University may renew the contract and hire the service of such manpower for providing AMC, operation and support during subsequent years.

9. The vendor has to make provisions with regard to any ancillary software like database or any other middle ware. They are advised to factor in the respective costs in their commercial offer. University will not provide any such licenses.
 10. Suitable work space shall be provided by the University during the entire duration of the project.
 11. The system will be deployed and hosted in the Cloud by the firm. However, it will be accessed over secure connections from other remote sites as well.
 12. All SMS and email subscriptions shall be provided by the University if needed.
 13. The resources deployed in the University are expected to follow the University timings and University calendar. However, the L1 support provided from remote back office is expected to be made available on 24x7 basis.
 14. Only the existing student and alumni records need to be migrated. They will be provided in csv files.
 15. As of now no system needs to be integrated. In future if any new systems are deployed, necessary APIs will be provided.
 16. The ERP / MIS to be implemented shall cover basic information of the staff members of the affiliated colleges also in addition to the staff of the University. However, any automation related to ERP like accounting / HR functions / supply-chain etc. shall be limited to the University alone. The academic and examination related stuff shall be provisioned for the entire University, including the affiliated colleges.
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