

MADHABDEV UNIVERSITY

A State University established under the Assam Act No. XXXV of 2017

P.O. Dikrong (784164), Narayanpur, Lakhimpur, Assam

EOI NOTICE

No.: MDU/SOPD/EOI/20/01

Date: 24.12.2020

The Madhabdev University invites Expression of Interest (EOI) affixing count fee stamp of Rs. 8.25 (Rupees eight and twenty five paisa) only from reputed Firm / Institution for **Design, Development & Maintenance of Software for the University**. The Firm / Institution must have sufficient experience in the line of Design, Development & Maintenance of Software for educational institution. The details are given below:

Name of work	Design, Development & Maintenance of Software for Madhabdev University
Cost of EOI Documents	Rs.1, 000/- (Rs. One thousand only) (The EOI papers may be downloaded from Madhabdev University website)
Completion Period	Two months
Earnest Money	Rs. 20,000/- (Rupees Twenty Thousand)
Last Date / time of receipt of EOI	Up to 1400 hrs of 02.01.2020 at Office of the Registrar, Madhabdev University, Narayanpur, District-Lakhimpur, Assam, PIN 784164
Date of opening of Tender	At 1100 hrs on 04.01.2021 at Office of the Registrar, Madhabdev University Narayanpur, District-Lakhimpur, Assam, PIN 784164
For further clarification, please contact : Phone: 9954202020 universitymadhabdev@gmail.com	

Registrar i/c
Madhabdev University

MADHABDEV UNIVERSITY

A State University established under the Assam Act No. XXXV of 2017

P.O. Dikrong (784164), Narayanpur, Lakhimpur, Assam

Expression of Interest (EOI)

FOR

**“Design, Development & Maintenance of Software for
Madhabdev University”**

Bid Documents

Part – I, General conditions

Part II, Special conditions

EOI No. No.: MDU/SOPD/EOI/20/01

MADHABDEV UNIVERSITY

A State University established under the Assam Act No. XXXV of 2017

P.O. Dikrong (784164), Narayanpur, Lakhimpur, Assam

EOI FORM (FIRST SHEET)

To,

The Registrar i/c,

Madhabdev University,

Narayanpur, PO Dikrong, Pin 784164, Dist- Lakhimpur, Assam

1. I/We_____ have read the various conditions laid down for offering tender and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 60 days (sixty days) from the date fixed for opening the same and in default thereof I/We will be liable to forfeiture of my/our earnest money. I/We also offer to do the work of **Design, Development & Maintenance of Software for Madhabdev University**. At the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 02 months from the date of issue of the letter of acceptance of tender.
2. I/We also hereby agree to abide by the Part I - General conditions and to carry out the work according to Part II - Special Conditions of bid document.
3. Earnest money of **Rs. 20,000/- (Rupees Twenty Thousand)** only in the form of bank draft drawn in favour of the Madhabdev University is enclosed. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if-
 - a) I/We do not execute the contract documents within seven days after receipt of the notice issued by the university.
 - b) I/We do not commence the work within thirty days after acceptance of contract order.
4. Until a formal agreement is prepared and executed, acceptance of the tender shall constitute a binding contract between us

PART-I: GENERAL TENDER CONDITIONS

INSTRUCTIONS:

1. INTRODUCTION:

On behalf of The Madhabdev University O/o the Registrar, invites EOI for the work “**Design, Development & Maintenance of Software for Madhabdev University**”

2. TENDER DOCUMENTS:

The EOI documents consist of Part I - General conditions and Part II – Special conditions for “**Design, Development & Maintenance of Software for Madhabdev University** “and three year maintenance of the same.

3. QUALIFYING REQUIREMENTS OF TENDERERS:

- a. The bidder should have technical expertise and experience of design, development & maintenance of similar software for any educational institution as detailed.
- b. The bidder should have to its credit at least one completed work of design & development of software from start to finish, in the last three years for reputed organization.
- c. The bidder must have an office in Assam.
- d. The bidder should have a team consisting of 10+ employees.
- e. The Bid value (including AMC) should be fixed on the basis of the services provided by the bidder

Bidders not submitting the requisite information and supporting documents may note that their offer shall not be endorsed.

4. SUBMISSION OF TENDERS

Offer made in sealed envelope should be submitted to the office of the Registrar, Madhabdev University Narayanpur as per specified time and date.

1. Bidder should submit their offer in hard copy along with earnest money in the form of bank draft.
2. Performa as given in Annexure I to VI duly filled in all respects.
3. Work schedule and programme for completion of work within the completion period.
4. Power of attorney duly attested by Notary Public with its seal and material stamp thereon (Photocopy using both sides of the paper issued by stamp vender)
5. EOI will be opened as per specified schedule. Tenderers are requested to ensure that all such documents as listed are submitted duly filled in all respects in their bid failing which his/their offer is likely to be summarily rejected.

These EOI documents completed in all respects must be submitted in a sealed cover superscribed as tender form for the work specified work and should be submitted in the office of the Madhabdev University, Narayanpur on or before 1400 hrs of 02.01.2021. Tenders sealed and super-scribed as aforesaid can also be sent by registered post addressed to O/o Registrar, Madhabdev University Narayanpur, PO Dikrong, Pin-784164, Dist-Lakhimpur, Assam. EOI received after the time and date specified, will not be considered. Any EOI delivered or sent otherwise will be at the risk of the bidder.

The EOI will be opened at 1100 hrs on 04.01.2021 in this office. In case the intended dates for opening of tenders is declared a holiday, the tenders will be opened on the next working day.

The bidder/s may note that the Madhabdev University reserves its right to either accept or reject any bid/s without assigning any reasons whatsoever and bidder/s shall have no claim/s on this account.

Prospective bidder/s may contact the Registrar, Madhabdev University for obtaining further clarification, if required. The bidder/s is/are advised to submit all documents in one go with the offer at the same time.

5. COMPLETION OF EOIDOCUMENTS:

1. The rate should be quoted in figures as well as in words, if there is variation between the rates quoted in figures and in words, the rates quoted in 'Words' shall be taken as correct. If more than one or improper rates are bided for the same items, the tender is liable to be rejected.
2. Each page of the tender papers is to be signed and dated by the bidder/s or such person(s) on his / their behalf who is / are legally authorized to sign for him / them.
3. EOI containing erasures and alterations of the EOI documents are liable to be rejected. Any corrections made by the bidder/s in his / their entries should be in Ink and must be attested by him / them under full signature and date.
4. Additional conditions or stipulations if any must be made by the bidder/s in covering letter with the EOI. The Madhabdev University reserves the right not to consider conditional EOI and reject the same without assigning any reason. Only those additional conditions, which are explicitly accepted by the Madhabdev University shall form part of the contract.

6. CONSTITUTION OF THE FIRM:

The bidder/s who are constituents of a firm, a company or a registered association must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender. Tender documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, association or the Company.

The Madhabdev University will not be bound by any power of attorney granted by the bidder/s or by changes in the composition of the firm made subsequent to the execution of the contract.

The cancellation of any documents such as power of attorney, partnership deed etc., shall be communicated to the University in writing, failing which the University shall have no responsibility or liability for any action taken on the strength of the said documents.

7. EARNEST MONEY:

The EOI must be accompanied by a sum of Rs.20,000/- (Rupees Twenty Thousand) only as earnest money in the manner prescribed in Para 7.4 failing which the tender shall be summarily rejected.

The bidder/s shall keep the offer open for a prescribed period of 30 days from the date of opening of the tender in which period bidder/s

cannot withdraw his / their offer subject to period being extended further if required by mutual agreement from time to time
The earnest money of requisite amount referred to in Para 7.1.
Deposit receipts or demand drafts of any of the nationalized banks in favour of ‘ **Registrar i/c, Madhabdev University**’.

NOTE:-

1. No interest shall be paid on the earnest money.
2. Earnest money in any other form shall not be accepted.

8. ACCEPTANCE OF EOI:

“IF ANY EOI’S GIVEN WRONG INFORMATION IN HIS/THEIR EOI’S AND CREATES CONDITIONS FOR ACCEPTANCE OF HIS/ THEIR EOI, AND IF SUCH WRONG INFORMATION ARE DETECTED AFTERWARDS, THE UNIVERSITY RESERVES THE RIGHT TO REJECT SUCH EOI AT ANY STAGE.”

The right for acceptance of EOI rests with the competent authority of the University, who does not undertake to assign any reason for declining to consider any particular EOI or EOI’s. It also reserves the right to accept the EOI in whole or in part or to divide the EOI amongst more than one bidder, if deemed necessary.

The successful bidder/s shall be required to execute an agreement with the Registrar for carrying out of the work as per agreed conditions.

The bidders operation and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations in force and the bidder shall further observe and comply with the bye-laws and regulations of the Govt. of India, Govt. of Assam, etc.

The bidder/s shall not increase his / their rate in case the University Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer; and rates originally quoted will be binding on the bidder/s.

The bidder/s shall submit an analysis of rates if called upon to do so.

Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.

9. WARRANTY, OPERATION AND MAINTENANCE OF THE SOFTWARE: The software will be under warranty period for three years after the date of completion and installation of the software. The successful bidder shall give an undertaking for running the software for the warranty period of three years.

10. PERIOD OF COMPLETION:

The work is required to be completed in within 2 month from the date of issue of the acceptance letter. Depending on circumstance, the selected bidder may be required to undergo modification / development from time to time during warranty period. The bidder/s will be required to maintain progress to the satisfactions of the university to ensure that the work will be completed in all respects within the stipulated period failing which necessary action may be taken by the University Administration.

The bidder/s shall arrange to execute the different items of works in close consultation with and as per directions of the University.

11. PAYMENT TERMS

Payment will be made after deducting the balance of security deposit, after completion of the development of the software and 2 months success full operation.

The mode of payment in indigenous contract will be through Electronic Fund Transfer (EFT) Scheme. The bidders have to furnish the following information in the bid offer in order to facilitate payments through NEFT. Presently,.

- a) Beneficiary Name.
- b) Bank Name & Branch.
- c) Beneficiary's Account No.
- d) IFSC and MICR :
- e) Type of Account (Current A/c Cash credit Account)
- f) Income Tax PAN Number

12. Progress Monitoring

The Bidder will be required to give the Registrar, Madhabdev University Narayanpur progress report of the work done every fortnight. He will also give to the Registrar, University the program of work to be done in the next fortnight of the ensuing period. The program will be subject to alteration or modification at the direction of the Registrar, Madhabdev University who may discuss such modifications or alterations as considered necessary.

13. Completion period

The work i.e. “**Design, Development & Maintenance of Software for Madhabdev University**” is required to be completed in all respects within three month from the date of issue of the acceptance letter or earliest possible time.

14. Training

For smooth operation of the software, proper training of its staff shall have to be provided at University office.

15. Penalty clause

In case the contractor fails to execute and complete the work within the time specified in the agreement or within the period of extension granted by the accepting authority, a penalty may be levied except in the case where the delay is purely on the part of the University. In this regard the decision of the university would be final.

The University administration reserves the rights for deduction of University dues from contractor’s security amount/on account bills on the following grounds:-

- I. Any amount imposed as a fine by the university administration for irregularity committed by contractor or any of his agents.
- II. Any amount which University Administration becomes liable to pay the Govt/third party on behalf of any default of the contractor or any of his agents.
- III. Any payment/fine made under an order judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- IV. In all contractual matters, decision of the Vice-Chancellor, Madhabdev University will be final, who will also be the appellate authority in all matters.

16. FORCE MAJEURE

The obligations of University and the AGENCY shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reason beyond their control. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this agreement without further obligation.

17. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior negotiations, arrangements, agreements and understanding between the parties. Any changes in the terms of the document can only be made in writing and by mutual agreement.

18. ARBITRATION

In the event of any dispute arising amongst the parties, the parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the events the parties are unable to do so, then such dispute shall be finally resolved by arbitration. Each party shall appoint one arbitrator each, who in turn shall appoint the third arbitrator. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Guwahati or any other place of Assam as the University deems fit.

19. LEGAL JURISDICTION

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Guwahati in Connection with any action or Proceedings arising out or in relation to this Agreement.

PART 2: SPECIAL CONDITIONS

1. Preparation of the software in English
2. Training to University officials for use of the software at Madhabdev University by the successful bidder
3. 3 years maintenance of the software with rectification of errors, addition or up gradation of contents.

AUTHORIZATION LETTER

To,

**The Registrar,
Madhabdev University,
Narayanpur, PO-Dikrong, Pin-784164,
Dist-Lakhimpur, Assam**

Subject: Proposal for Design, Development & Maintenance of Software for
Madhabdev University

Sir,

We, the undersigned (bidder), having read and examined in detail the Specifications and all the bidding documents do propose to provide the Services as specified in the bidding document no.

1. All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents.
2. All the prices and other terms and conditions of this proposal are valid from the date of submission of the Bids.
3. We, do hereby confirm that our Bid prices include all taxes, levies etc.
4. We have carefully read and understood the terms and conditions of the contract applicable to the EOI and we do hereby undertake Services as per these terms and conditions.
5. We declare that our prices are as per the technical specifications and bid documents. These prices are indicated in Annexure(s) attached with our proposal as part of the commercial bid.
6. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the EOI document.
7. We enclose herewith the complete Bid as required by the University. This includes:
 - Solvency Certificate (Bank)
 - Vendor Information (Annexure II)
 - Vendor's –Detailed Experience (Annexure III-A)
 - Past Experience Summary – (Annexure III-B)
 - Proposed Work plan (Annexure IV)
 - Financial bid(Annexure V)
 - EMD (Annexure VI)
8. We do hereby undertake, that until a contract is prepared and executed, this bid together with the University written acceptance thereof, the EOI document and placement of letter of intent awarding the contract, shall constitute a binding contract between us. Signature of vendor representative

Signature of Authorized Signatory:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

Date:

Detail of enclosures:

VENDOR PARTICULARS

S. No.	Item	
1	Name Firm / Company	
2	Year Established (Copy of Incorporation)	<i>Attached Certificate</i>
3	Corporate & Head Office:	Address: Telephone: Fax No. : Website: Email: Mobile No.
4	Additional/Branch Office: Contact Address	Address: Telephone: Fax No. : Email Address:
5	Contact Person	Name: Designation: Mobile: Email Address:
6	GSTIN and PAN details:	GST No. :..... (Attach self attested copy of GST certificate) PAN No. (Attach self attested copy of PAN Card)

Annexure III-A:

VENDOR'S EXPERIENCE

S.No	Item	Details
1.	Name of the project (Also specify the name of the Institutions for which software is developed)	
2.	Client Details	
3.	Name, Title & Address of the Client	
4.	Project Duration	
5.	Start Date & End Date	
6.	Scope of work	
7.	Relevant work domain	
8.	Software Tools & Technology used	
9.	Total Efforts in Man months	
10.	Contract Value (in INR)	

**** Attach LOI/Work Order/Purchase Order (Mandatory)**

Letter from the Client for satisfactory completion of the project /
Appreciation (Optional)

Annexure III B:

Experience Summary

SL	Project Name	Client Name	Start & End Date	Activities Relevant to scope	Contract Value (INR)	Efforts in Months
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Work Plan

Sl. No.	Description for Document / Proof to be submitted with Technical bid	Type
(i)	Letter of Technical Proposal Submission.	
(ii)	Proposed Work Plan (Detail)	
(iii)	An undertaking (self-certificate) that the agency hasn't been blacklisted by any organization.	

Declaration:

This is to certify that I/We before signing this job assignment have read and fully understood all the terms and conditions contained in the EOI document and undertake myself / ourselves to strictly abide by them.

Signature of Authorized Signatory:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

Date:

Place

Annexure -V

Financial Bid Format

Prices in Financial Bid should be quoted in the following format.

Sl. No.	Document	
(i)	Letter of financial bid Submission	
(ii)	Total fee, include all costs/expenses of the Agency for undertaking work as detailed in the Scope of Work (inclusive of Taxes).	

- Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper.

No.	Service Categories as given in scope of work	Cost in Rs.	
		Figures	Word
1	Design, Development & Maintenance of Software for Madhabdev		
2	Maintenance charge for 3 years maintenance i.e. (Annual Charges x 1 year)		

Note: Bidders are requested to note the following:

- TDS will be deducted as per rules applicable.
- The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the university.
- The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- All prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.

Signature of Authorized Signatory:
Name of the Authorized Signatory:
Designation:
Name of the Organization:
Seal:
Date:

EMD / PERFORMANCE SECURITY FORM

To,

**Registrar,
Madhabdev University,
Narayanpur, PO-Dikrong, Pin-784164,
Dist-Lakhimpur, Assam**

Sub: Earnest Money

I/We the bidders participating in this works EOI have already deposited Rs _____ earnest money vide Demand Draft No _____ dated _____ to cover for EOI of Work of **Design, Development & Maintenance of Software for Madhabdev University.**

I/We agree that the aforesaid amount deposited as earnest money by me/us shall be available for forfeiture if I/we fail to keep the offer open for the period specified therein.

Signature of Authorized Signatory:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

Date:

Place: