

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA DIAMOND HARBOUR ROAD KOLKATA – 700104

TENDER DOCUMENT

REQUEST FOR PROPOSAL

<u>FOR</u>

Customization Service of 14(fourteen) Features on Tally Prime Software FOR IIMC.

TENDER REFERENCE NO: IIMC/PUR/TALLY/I/036/2024 25 DATED: 03 July 2024

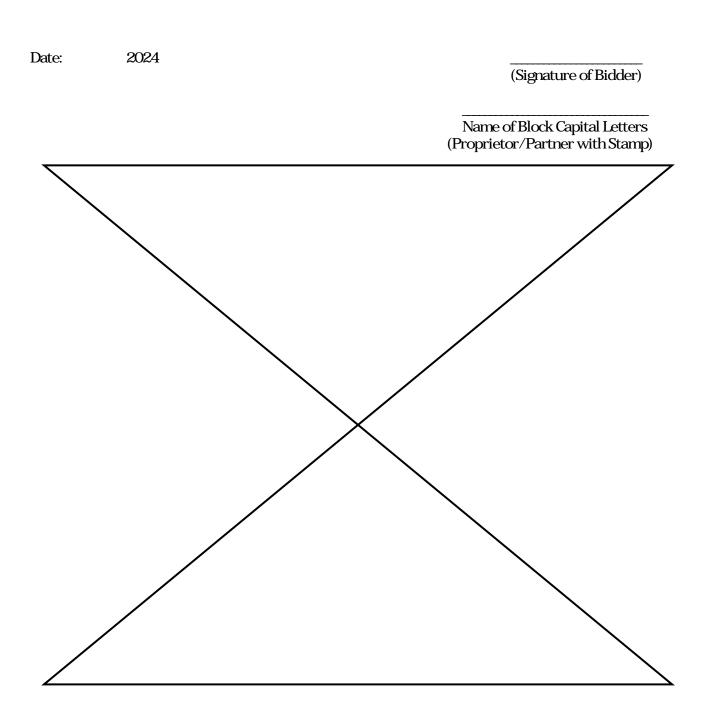
REQUEST FOR PROPOSAL (RFP) FOR "Customization Service of 14(fourteen) Features on Tally Prime Software FOR IIMC.

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"/"BUYER"/ "PROCURING ENTITY"), ONLINE bids are invited from eligible BIDDERS (herein after referred as "BIDDER"/ "VENDOR"/ "SELLER"/

Yours Sincerely, Sd/-x-x-x-x-x-x (Zulfquar Hasan) Senior Administrative Officer (Central Procurement)

10. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the RFP and contract forms. The attached RFP forms duly completed and signed are submitted herewith.



TENDER REFERENCE NO: IIMC/PUR/TALLY/I/036/2024 25 DATED: 03 July *2024* Customization Service

Government or Procuring Entity's document/guidelines/Manuals including its Procurement

TENDER REFERENCE NO: IIMC/PUR/TALLY/I/036/2024 25 DATED: 03 July *2024* Customization Service of

- West Bengal. However, BIDDER should ensure that the same shall reach to the office of Procuring Entity on or before "Last Date and Time of Submission of Bids". Procuring Entity should not be responsible for any delay/loss in transit due to any reason and NO representation in this regard will be entertained by Procuring Entity at later stage. Hence, it is the sole responsibility of BIDDER to submit the same as per date and timeline and also to enclose the photocopy of same with the Technical Bid of RFP while uploading the Technical Bid
- (e) Bidders are advised to upload only the relevant document which is/are asked for in

(vii) The date and time of the deadline for the bid submission shall remain

17(a). <u>Warranty Period</u>: Warranty period will be 1 year from the date of completion of all Minor and Major customization work.

<u>miportant Dates</u> . Important dates related to this first are as tilder					
Sr. No	Events	Date	Time		
(a)	Published on CPP Portal	03 July	1530HRS		
(b)	Bid Submission Start	03 July	1530 HRS		
(c)	Pre Bid Meeting	15 th July	1500 HRS		
(d)	Bid Submission End	23rd July	1600 HRS		
(e)	Technical Bid Opening	24 th July	1600 HRS		
(f)	Financial Bid Opening	To be opened after op	o be opened after opening and evaluation		
		of Technical Bid			

18. <u>Important Dates</u>. Important dates related to this RFP are as under: -

19. The approval or rejection of tenders(s) rests with Competent Authority (CA) as applicable, who reserves the right of rejecting any tender in whole or in part of any item in whole or in part of the RFP without assigning any cause.

<u>SECTION – II</u>

GENERAL CONDITIONS OF CONTRACT (GCC)

1. <u>The Contract</u>.

- (a) Language of Contract. Unless otherwise stipulated in Special Condition of Contract (SCC), the contract shall be written in the Official Language or English All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.
- (b) **The Entire Agreement**. This Contract and its documents constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.
- (c) <u>Severability</u>. If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.
- (d) <u>**Parties.**</u> The parties to the contract are the contractor and the Procuring Entity.
- (e) <u>Contract Documents and their Precedence</u>. The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well: -
 - (i) Valid and authorized Amendments issued to the contract.
 - (ii) The Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity.
 - (iii) The Letter of Award (LoA).
 - (iv) Final written submissions made by the contractor during negotiations, if any.

(f) Modifications/ Amendments, Waivers and Forbearances.

credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. <u>Communications</u>.

(a) <u>Communications</u>.

(i) All communications under the contract shall be served by the parties to each other in writing in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

(ii) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

(iii) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.

(iv) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract

- (a) <u>Changes in Constitution/Financial Stakes/Responsibilities of a Contract's</u> <u>Business</u>. The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract: -
 - (i) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
 - (ii) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies there under.
 - (iii) If the contract is not terminated as provided in Sub-clause (ii) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the

(ii) If the Contractor sublets or assigns this contract or any part, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under.

6. <u>Obligations of the Contractor</u>.

(a) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(b) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(c) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall

TENDER REFERENCE NO: IIMC/PUR/TALLY/I/036/2024 25 DATED: 03 July 2024

the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised IIMC official shall have power, mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.

(c) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.

(d) The Contractor or its agency is bound to allow examination of its books within SIXTY (60) DAYS from the date the notice is received by the contractor or its agencies calling for the production of documents under Sub-Clause above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

10. <u>Terms of Delivery and Delays</u>.

(a) Delay in the

exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

13. <u>Force Majeure</u>.

(a) On the occurrence of any unforeseen event, beyond the control

TENDER REFERENCE NO: IIMC/PUR/TALLY/I/036/2024 25 DATED: 03 July *2024* Customization

disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:-

(aa) Default in

manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within ONE (O1) WEEK from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm **(vi)** Limitation of Liability. Except in cases of criminal negligence or willful

(vi) <u>Limitation of Liability</u>. Except in cases of criminal negligence or willful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price,

PART III - SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **FORM 2** to this RFP

2. <u>Option Clause</u>. The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional **TWENTY FIVE PERCENT (25%)** of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the BUYER to exercise the option.

3. <u>**Repeat Order Clause**</u>. The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional **FIFTY PERCENT (50%)** of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable up to SIX (O6) months beyond the completion of contract. It will be entirely the discretion of the BUYER to exercise the option.

4. <u>**Tolerance Clause.**</u> To take care of any change in the requirement during the period starting from issue of R rom q Ac

TENDER REFERENCE NO: IIMC/PUR/TALLY/I/036/2024 25 DATED: 03 July *2024* Customization Service of

SECTION IV

SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK

The list of the required customization work(s) is tabulated below:

SI. No.	Oustomization Type	Oustomization Details
Α	Major Customizations	
1	Budget and Control Module	Tally is having budget facility at a very base level and there is no option to retain both BE and RE figures. Customization is required for efficient monitoring of budget provision. IIMC is having 2 types of budgets (a) Departmental yearly budget (b) Work order/Fund based budget Require to develop the budget and control module to enhance the existing features as detailed below. (i) Any budget will be created only by Accounts dept. in draft mode (ii) Draft budgets will be filled with the approved figures by the budget holding depts (iii) Once figures are entered against a budget, the same will be required to be approved in the system only by Accounts Dept. (iv) Until a budget is approved by Accounts Dept. in the system, no variance can be viewed/generated for that budget (v) Security features should be enhanced to allow creation/alteration of draft, figures entry and approval of the budget, user wise and budget type wise (vi) 3 fields should be there against each budget head for Budget Estimate(BE), Revised Estimate(RE) and Updated Revised Estimate(URE) figures (vii) Alert/stop the user while creating budget of a new year, as available for 'Define Salary' in Payroll. (viii) Alert/stop the user while creating/altering vouchers when any budget exceeds/going to exceed (ix) Budget variance report to be drawn between actuals and BE/RE/URE on reverse availability basis (x) Keep edit log of all the budgets with details of date of creation/alteration, requisition/request given by, approval date of budget provision, etc.

Uniform Accounting

2

SECTION V

ELIGIBILITY CRITERIA OF BIDDERS

1. Bidder should have the following minimum eligibility criteria: -

SI No#	Oriteria	Documents to be submitted	Page No.	Compliance (Yes/NO)
1.	BIDDER should not be Blacklisted by any PSU/Autonomous bodies/ OR Govt. organization.	Supporting document or self- declaration		
2	Must be registered under Goods & Service Tax Act.	Self-Attested GST Registration Certificate to be furnished		
4.	Other documents required	Please upload scanned copies of: 1. PAN 2. Contact Details, 3. Escalation Matrix		
	The bidder should have registered office in India			

5. for last 3 years. Docu

SECTION VI

EVALUATION CRITERIA OF BID

1. **Evaluation Criteria**.

(a) Technical Bid will be evaluated first as per eligibility criteria of bidders. Fin

<u>FORM 1</u>

BIDDER'S INFORMATION

SL No.	Particulars	Yes/No	Details
1.	Name of the Service Provider		
2.	Registered Address		
3.	Branch/Head Office Address at Kolkata (if any)		
4.	Name of the Authorized Signatory		
5.	Trade License No		
6.	Shop/Establishment Registration No		
7.	PAN Details		
8.	GST Registration No		
9.	The advertising agency should have accreditation of Indian Newspaper Society (INS) for Press Advertisement		
10.	Name of Proprietor		
11.	Contact number of proprietor		
12.	E-mail ID of proprietor in which all communication will be sent		
13.	Name of one point contact person regarding Bid clarification		
14.	Contact number of one point contact person regarding Bid Clarification		
15.	E-mail ID of one point contact person regarding Bid Clarification		

TENDER REFERENCE NO: IIMC/PUR/TALLY/I/036/2024 25

<u>FORM 3</u>

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

To The Director Indian Institute of Management Calcutta Diamond Harbour Road, Joka Kolkata – 700104, West Bengal

FORM 4

BID SECURITY DECLARATION CERTIFICATE (AS PER APPLICABILITY)

To be submitted as part of Technical bid, along with supporting documents, if any. A Bid Securing Declaration

TENDER

<u>FORM 6</u>

PRICE BID FORMAT

SI	Customization Name	Qty	Rate	GST @ 18%	Total
1	Budget and Control Module	1			
2	Uniform Accounting Format(UAF) related Reports for Final Accounts	1			
3	Automation of loan interest calculation	1			
4	Group Detail Transaction Break-up Report	1			
5	Work Order Type-wise detailed status report along with work order budget reports	1			
6	Computation of tax liability u/s 192 and related reports for situations when a person is getting salary/honorarium for 2 or more type of engagement	1			
7	Communication Module	1			
8	Bank Transfer advice	1			
9	Cost Centre Blocking at voucher entry level	1			
10	Godown/Location Blocking in voucher entry level	1			
11	Payment and Receipt Voucher Class Modification for removal of the option "Not Applicable"	1			
12	Party Restrictions based on entry type	1			
13	User-wise report filtration	1			
14	Payment/Receipt and purchase/sales details against a line entry in the 'Day Book' and 'Ledger Voucher' reports	1			
	Total				

<u>Note</u>: -

TENDER REFERENCE NO: IIMC/PUR/TALLY/I/036/2024 25 DATED: 03 July *2024* Customization

Section 4 Compensation for Damages

5) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

6) If tes ach E Q as f a - 't -

15) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recues himself/ herself from that case.

16) The Principal shall 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 Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

17) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

18)

26) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

27) For and on behalf of the Principal

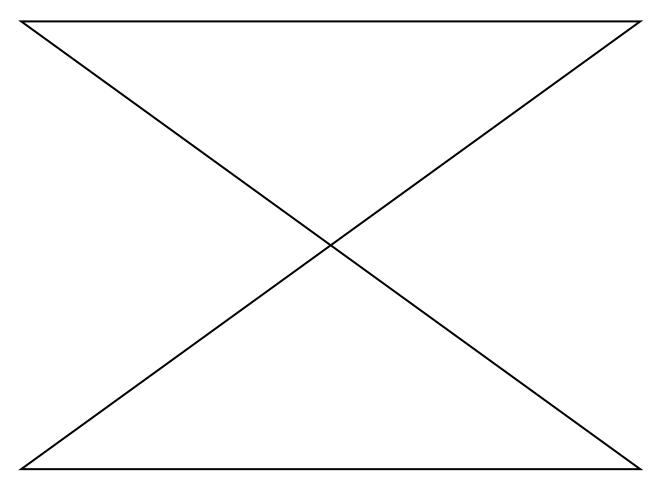
(Name of the Officer and Designation) (Office Seal) For and on behalf of 'Bidder/ Contractor'

(Name of the Officer and Designation) (Office Seal) For and on behalf of the Principal

Place Date

Witness 1: (Name & Address)

Witness 2: (Name & Address)



TENDER REFERENCE NO: