



**Academy of Scientific and Innovative Research (AcSIR)**

**Request for Proposal (RFP)**

**For**

**AcSIR Management System: Phase-I (AMS)**

**Academy of Scientific and Innovative Research  
Training & Development Complex, CSIR Campus  
CSIR Road, Taramani  
CHENNAI-600 113**

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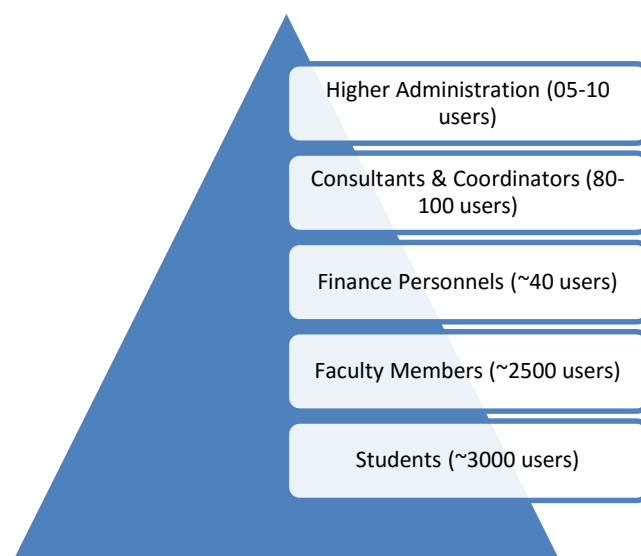
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# A INTRODUCTION

## 1. About AcSIR

<b>Background Summary</b>	
Year of Establishment	2011 (interim operations started in 2010)
Number of Students	Above 3000
Number of Academic Programmes	5
Our Campuses (throughout India)	40 (37 CSIR labs and 3 Units)
Faculty	Around 2500
Dean & Associate Deans	10
Coordinators	40
Number of Employees	30-50
Base Documents	Statutes, Ordinances, Notifications, resolutions/minutes of the BoG, & Senate, guidelines/criteria issued by Finance Committee & other Committees from time to time.

### Estimated Number of Users



Please refer <http://acsir.res.in> for update and additional information from time to time.

## 2. Purpose of Request for Proposal

This RFP is for the purpose of procuring an AcSIR Management System: Phase-I, briefly termed as AMS, to meet the admissions, academic and administrative functions of the AcSIR as defined in this RFP document along with services to implement, host and maintain the system. The RFP provides vendors with relevant operational, performance, application and architectural requirements of the system.

### **3. Original RFP Document**

AcSIR shall retain the RFP, and all related documents having terms and conditions, exhibits in originals. Any modification of these, in the Vendor's submission shall attract immediate disqualification.

### **4. Guidelines**

By virtue of submitting proposal, vendors acknowledge that:

- i) This RFP is a request to purchase or otherwise acquire exclusive rights to use software, professional services required to implement/train existing and new users on the AMS, and hosting services for the system. Software firms without an implementation mechanism shall not be considered.
- ii) Proposers are required to cover all modules as enlisted in this RFP in the AMS to be provided.
- iii) AcSIR reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the Academy reserves the right to add, modify or delete functionality (modules and components) until the finalization & signing of the contract.
- iv) AcSIR expects to enter into agreement clearly differentiating AMS, implementation and training phases.
- v) Pricing must be submitted on a "not-to-exceed" basis. For services under a not-to-exceed arrangement, AcSIR compensates the vendor on the basis of major deliverables to be identified in the development of the statement of work. If there is a residual amount, it shall be retained by AcSIR. While, if the costs exceed the ceiling, the vendor is to finish the work at no additional compensation, unless AcSIR does not meet specific assumptions outlined in the proposal.

### **5. Existing Technology Environment**

As of now, there is no centralized system for technological requirements.

- Individuals handle processes through their individual Personal Computers/Laptops and are on the LAN/WiFi with access to internet
- Accounting needs are met by Tally
- Legacy data/information in Excel format and technical project reports/thesis in pdf format

## 6. Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances.

Sr. No.	Date	Item/Event Description
i)	14-15 Nov 2015	Start of Issuance of RFP
ii)	24 Nov 2015	Last date for seeking clarifications/queries regarding RFP to be provided in writing to AcSIR by vendors
iii)	27 Nov 2015	Technical Queries & clarifications - vendors seeking clarifications to meet at 11.00am, AcSIR, Chennai
iv)	04 Dec 2015	RFP issuance closes at 4 pm
v)	10 Dec 2015	Last date of submission of Final RFP Proposal in two bid form by 4pm
vi)	11 Dec 2015	Opening of technical RFP at 2:30 pm, AcSIR, Chennai
vii)	21 Dec 2015	Complete Initial evaluation & short listing
viii)	08 Jan 2016	System demonstration/presentation by shortlisted vendors at AcSIR, Chennai
ix)	11 Jan 2016	Identification/selection of the vendor
x)	18 Jan 2016	Complete negotiations at AcSIR, Chennai
xi)	(Internal) TBD	SRS (Software Requirements Specifications) document finalization with the selected vendor and award of Contract
xii)	(Internal) TBD	Implementation Begins

## 7. Vendor/Proposer's Understanding of RFP

In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, including making any Enquiries to AcSIR as necessary to gain such understanding. AcSIR reserves the right to disqualify any proposer who demonstrates less than such understanding. Further, AcSIR reserves the right to determine, at its sole discretion, whether proposer has demonstrated such understanding. That right extends to the Award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to AcSIR.

## 8. Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specific procurement official managing this RFP process. In no case shall verbal communication shall govern over written communication.

**Informal Communications** shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any **AcSIR** employee or representative of any kind or capacity with the exception of AcSIR for information, comments, speculation, etc. Enquiries for clarifications and information that will not require addenda may be submitted verbally.

**Formal Communications** shall include, but not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to 24 Nov 2015
- Errors and omissions in this RFP and enhancements: Proposers shall bring to AcSIR any discrepancies, errors or omissions that may exist within this RFP. With respect to this RFP, proposers shall recommend to AcSIR any enhancements, which might be in AcSIR's best interest. These must be submitted in writing and be received prior to 24 Nov 2015.
- Enquiries about technical interpretations must be submitted in writing and be received prior to 24 Nov 2015
- Enquiries for clarification/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.
- Based on the queries and discussions this RFP may be suitably revised/modified and will be available for download from the website or sent by mail communication to those participated on 27<sup>th</sup> November 2015 by 30<sup>th</sup> November 2015.

## **9. Proposal Submission**

Proposals must be delivered sealed (also with a soft copy on CD inside the Technical Bid) to:

**Academy of Scientific and Innovative Research (AcSIR)  
Training & Development Complex, CSIR Campus  
CSIR Road, Taramani  
CHENNAI-600 113.**

## **10. Technical Evaluation**

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format and organization. The purpose of this RFP is to identify those firms that have the interest, capability, and financial strength to supply AcSIR with an AMS identified in the Scope of Work.

### **Technical Evaluation Criteria will be based on:**

- i. Technical features and compatibility including Interfaces, conversions and customization approach
- ii. Functional features response to AcSIR's requirements
- iii. Data Recovery/Business Continuation plan
- iv. Overall implementation methodology
- v. Completeness and relevance of purpose
- vi. Experience in handling similar projects

## **11. Selection and Notification**

Proposers determined by AcSIR to possess the capacity to compete for this contract shall be selected to move into the negotiation phase of this process. Written notification will be sent to these proposers via mail/e-mail. Those proposers not selected for the negotiation phase will not be notified.



## B. Scope of Work, Specification & Requirements

AcSIR envisions following objectives from this project:

- **Web-based, AcSIR Management System (AMS) using state of the art open source technologies along with integration of academic and general administration modules with the Fee Collection Solution of State Bank of India (SBI) [Direct Debit Mandate] and should have features involving but not limited to:**
  - **Student enrolment**
  - **Fee Payment**
  - **CSIR & other Lab Coordination**
  - **Examination**
  - **Evaluation**
  - **Graduation**

### 1. Basic Modules for AcSIR Management System (AMS)

#### I. Academic Management

The module shall manage all the academic activities of AcSIR.

##### Features:

- Academic Programs
- Student Management System (Student's life cycle) as per 'a'
- Student Profile Management
  - i) Personal Profile from the online application form
  - ii) Allotment of Enrolment number upon joining
  - iii) Academic Profile shall be maintained by Coordinator as

Enrolment No.	Courses	Minimum Credits	Total Credits	Project Proposal	CSIR-800
---------------	---------	-----------------	---------------	------------------	----------

- Auto Address update
- Enrolment No.
- Smart (RFID) card allocation: Smart card shall bear all information of student's bio-data (as in online application form)
- Fees Management System as per 'b'
- Courses with Syllabus detail
- Functionality for intervention by Dean/ Associate Dean to view or respond (as appropriate) to the requests generated by Student which would be forwarded by Coordinator and Supervisor
- Course approval/ recommendation by Dean/ Associate Dean on the new and modified course submissions
- Students projects submissions online
- Drop semester
- Drop Programme

- Search on various parameters
- MIS Reports consisting of Personal Information & Academic Progress
- Evaluation Rules
- Student Semester Update
- CSIR-800 Details
- Results of Comprehensive Examination and Coursework.
- Registration of Ph. D.: This link will be activated consequent upon qualifying *comprehensive examination and coursework* fulfilling minimum academic requirements/ credits.
- There shall be a provision for modification option for Title of *Thesis*
- Student Feedback for Faculty, Course and Program
- Request for change of faculty of studies, Supervisor or Lab
- Degree Certificate Generation
- Provision for any additional information

#### **a) Student Management**

##### **Feature List:**

- Handling of preparation of Enrolment Letter, ID Card, Certificate
- Issuance of Transcripts
- Controls to set up rules and regulations to be followed by the students
- Lab Coordinators role:
  - o Feeding of information such as Supervisors, Doctoral Advisory Committee's (DAC) proceedings
  - o Course Proposals
  - o Student Leave Management

#### **b) Fee Management System**

##### **Feature List:**

- Integration with Tuition fee collection solution by SBI
- Flexible Fee Master setting
- Assigning Lab, Semester and Student wise fee.
- Auto fine setting /calculator.
- Deduction/Concession setting for group/individual.
- Fee collection system summary/detail receipt
- Fee alerts (due, payment)
- To incorporate with bank / net banking/ Credit/ Debit card payment
- Online payment processing through AcSIR website.
- Manage invoicing, data entry & financial record keeping.
- Track the details of past, future and current fee receipts, missing /problematic bills.
- Thesis Submission fee

## **II. General Administration**

### **i) Establishment**

This should deal with issues such as recruitment and selection, training, appraisal, compensation and performance management of the employee. Other facilities provided, according to HR/SR rules.

- Recruitment- Issue of Advertisement, receipt of online applications, Interview letters, selection letters etc.
- Establishment- service record, leave record etc.
- Salary/emoluments
- Appraisal
- Training
- Attendance
- Tax Management
- Employee Portal
- Leave Management (faculty, staff, & others)
- Option for any additional information

### **ii) Financial Accounting System**

#### **Feature List**

- General ledger » Chart of Accounts, Ledgers, Posting, Day Book, Group Summary, Flexible Voucher Entry
- Recording and Monitoring of funds flow» Transaction, Receipt Bill Wise, Sundry Debtors, Register, Bill Receivable
- Accounts Payable/Purchase» Transaction, Bill Processing, Sundry Creditors, Register
- Cash & Bank» Bank Book, Cash Book, Bank Reconciliation, Cash Flow
- Financial Statement» Balance Sheet, Profit & Loss, Trial Balance, Receipt & Payment
- Journal & Contra» Journal Transactions, Contra Transactions
- Budgeting» Budget Approval, Budget Allocation, Budget Re-appropriation,
- Location/Branch wise budget distribution, Cash based and/or Accrual Based Budgeting
- Depreciation Register »Integrated with Stores and Purchase
- Others »Transfer Entries, Purchases through Central Purchase Committees, Investments, Accounting of Fees, Salary, Recoveries from salary, Tax accounting and payments including online deposit of Taxes through NSDL
- MIS Reports
- Fund Allocation and Expenditure control
- Consolidation of Department (ODD's)
- Option for any additional features

### **iii) Budget Management System**

#### **Feature List:**

- Monitoring and reporting on the current year Budget;
- Maintaining the forward estimates for future Budget periods; and
- Requesting Lab-wise budget for preparing annual Budget documents and any other documentation requiring Budget information.
- Budget Approval
- End of Year Processing, which deals with Request for Additional Funding, Transfers of Funds, and Carry Forward Amounts; and Budget Development

### **iv) Purchase and Inventory Management (Optional)**

The Stores and Purchase module shall constitute a vital role in utilization of resources. In this regard, every aspect of business transaction is taken care of by defining the master such as store master, Item master, Unit of Measure (UOM), Bin master, finished goods master etc. Also the various input transactions such as Material Requirement Note (MRN), Material Requisition Entry (Internal), Material Issue, Store return, Gate pass, etc. This module should also include features of the tendering process including e-tendering. The features of this module should cover all aspects of Inventory Management.

### **v) RTI management: As per Gol procedure, processes & provisions (Optional)**

## **2. Project Goals/ Success Indicators**

Through this project, AcSIR is interested in designing most of its current academic, administrative and financial processes to become efficient and take advantage of technology more effectively. As part of implementation proposal, AcSIR expects proposers to provide work & process flows that will achieve measurable efficiency in academic life cycle management, budget preparation and submission etc.

- **Provide every user authenticated role based access**
  - **Key Indicator:** Student, Faculty and Administration have access to dashboard with key relevant information
- **Improve process efficiency**
  - **Key Indicator:** AcSIR shall have automated processes that allow data/request to be entered into the system by Student/ Faculty/ Coordinator/ Administration and then routed through workflow to appropriate personnel.
- **Data Integration**
  - **Key Indicator:** Real time interface developed between all systems such as Academic Life cycle System, Fee Management, Finance etc.

- **Elimination of Shadow Systems**
  - **Key Indicator:** AcSIR is able to view and track all AcSIR-wise academic or financial activity in the system

### **3. Project Governance Structure**

(i) Steering Committee, and (ii) Evaluation Committee may be constituted to take decisions pertaining to work plan for this project and evaluate the proposal submitted.

### **4. Training**

Adequate training shall be given to the users, which shall not be less than 10 working days. Various modes can be employed such as on-site training, webinars etc. This should be consistent with Section 5 (c) of Part I (Technical RFP).

## **C. Detailed Submittal Requirements**

So that the competing proposals can be compared equally, proposers must assemble their proposals in strict adherence to the layout requirements. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance and clarity of content. The proposal should be organized into the following major sections:

### **PART – I (TECHNICAL RFP)**

*Please refer to B for all technical details that need to be provided here.*

#### **1. Executive Summary, Introductory Material and Company Background:**

Provide brief details of the company highlighting the capabilities, experiences in developing similar products, list of clientele, financial turnover accompanied by audit statements, profits after tax, etc. Please restrict to the theme of interest to AcSIR.

#### **2. Scope of Services**

- a. The proposal shall explicitly state the name of any firms or products that are part of the proposed solution to AcSIR or any firms providing services for implementation, training, hosting or other services. For each firm listed, the proposal should include the following information:
  - i. Role of the firm in the project
  - ii. Statement about whether the proposer's contract will/will not encompass the third-party product/service and/or whether the Academy will have to contract on its own for the product/service

- b. List and describe all software proposed modules. Proposer must explicitly state the software module name and versions that are proposed. All modules should be listed for cost determination.
  - i. All functional requirements that are responded to with a positive response (anything except “N”) will be considered to be in scope. Proposal, including price and staffing requirements, must address all of these requirements.
- c. Are there any additional and related features/modules that are offered by the proposer’s firm but not covered by this RFP AND that the proposer feels would have value for AcSIR? Identify and describe these additional modules and what their value to AcSIR would be.
- d. Data Conversion: AcSIR expects proposers to include all conversions listed in the RFP.
- e. AcSIR expects proposers to include an interface to all systems listed in the RFP. If proposers do not include all interfaces, provide an explanation of why that interface was omitted.
- f. Identify all customizations/enhancements to the system that have been proposed as part of scope. Customizations listed here should accommodate all functional requirements in respective Attachment listed as “CU”. If customizations are not part of scope, the correct response to the functional requirements should be “N”.

### 3. Proposed System and Computing Environment

- a) The vendor must present, in detail, features and capabilities of the proposed solution.
  - The vendor may note that only Open Source tools and technologies are to be used. Vendors must clearly state the OS platform, database and application packages to be used.
  - Identify deployment options for AcSIR (cost to be mentioned in the financial bid). Detail the various services included such as 24x7 service desk support, application support, backup & restore, disaster recovery, etc.
  - Also, include service levels that that will be guaranteed to AcSIR
- b) Provide complete technical specifications for the solution offered.

Technical details/specifications		
Sl.No.	Items	Specifications
1	Hardware	As Annexure-I
2	Software	As Annexure-II
3	Application packages/tools	As Annexure-III
4	Customization	As Annexure-IV
5	Any other (Specify)	As Annexure-V

#### c) Interfaces

Proposers should evaluate the required interfaces. If the interface cost does not include all of the interfaces, proposers must be very specific about which are not included and provide a detailed explanation of how that functionality will be performed.

#### d) Data Conversion

Almost all data/information is currently kept in Excel Sheets. So, for purposes of determining level of effort for data conversion, proposers should assume that AcSIR wishes to convert all relevant data.

### 4. Responses to Functional Requirements

Responses to the requirements listed to this RFP must be provided in this section of the proposal. Proposers should use the format provided.

Table: Response to Functional Requirements			
F	Provided fully functional out of the box or with configuration (no custom development)	CR	Custom Report Development Required
CU	Customization/Software Enhancement	TP	Third-party Software required to fully provide requirement (Third-party Software must be proposed)
SR	Provided with Standard Report	N	Not included in this proposal

### 5. Implementation and Training Plan

a) This section should describe the proposed implementation plan. All proposals should assume that AcSIR will extend support towards knowledge transfer in terms of requirements.

- Provide methodology for implementation. Methodology shall include estimated timeframe, overview of deliverables, assumptions and assumed responsibilities. Make sure to include:
  - The role of AcSIR and proposer staff for interface development
  - The role of AcSIR and proposer staff for data conversion
  - The role of AcSIR and proposer staff for workflow development
  - The role of AcSIR and proposer staff for customizations or modification to the software
  - The role of AcSIR and proposer staff for custom report development

b) Table of deployment planning

- Provide complete details of deployment planning at various milestones of activities.

### c) Training Plan

This section should include the proposed training plan and a description of all products and services proposed to train both the project team and end users.

- Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training, web training services for the core project team, end users, and technology personnel.
- Describe the role of AcSIR and proposer staff for training including the design and implementation of the training plan, development of training materials, and level of assistance with training
- Provide descriptions of classes/courses proposed in the training plan. The proposer must be very clear about exactly what training courses are included in the cost of the proposal
- Provide a description of any training tools that are proposed along with this system

### d) Bar chart of Activities matching the total time required to complete the project.

*This should show activity/milestone and time in weeks*

## **6. Maintenance and Support Program**

The proposal must specify the nature of any post-implementation and on-going support provided by the vendor.

## **7. Business Continuation/Data Recovery Plan**

The proposal shall clearly specify the measures for backing up of data and business continuation/data recovery plan in event of any such incident.

## **8. Client References**

AcSIR considers references for both the software and implementation services to be important in its decision to award a contract. Proposers should assume that all provided references will be contacted. Similarly, AcSIR will not work through a proposer's reference manager to complete a reference. The names, phone numbers, and email addresses of the project manager or person with broad knowledge of the project for each reference must be listed. Failure to provide this information may result in the proposer not being elevated. AcSIR reserves the right to contact additional clients for references, if deemed necessary.

## **9. Exceptions to the RFP**

All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for AcSIR, and the description of the advantages or disadvantages to AcSIR as a result of exceptions. AcSIR, at its sole discretion, may reject any exceptions or specifications within the proposal.



## 10. Sample Documents

Proposers should include sample copies of the following documents, as applicable. Although they are sample forms, the documents must contain all terms & conditions so that AcSIR can fairly evaluate the proposer's forms.

- Sample software licensing agreement
- Sample maintenance agreement
- Sample implementation services agreement
- Sample hosting agreement depending on deployment strategies
- Sample implementation project plan
- Sample agreements from proposed third party vendors if AcSIR will be required to contract directly

### PART – II (FINANCIAL RFP)

This must contain the entire Technical RFP along with the following:

#### 1. Budget & Estimated Pricing

All proposers must fill out the cost breakdown for the implementation of their AMS system for AcSIR's project as, described in this RFP. Costs should be identified as either capital (one time investment) or recurring in nature. The proposer must agree to keep these prices valid for 180 days from the last date of acceptance of commercial offer/bid. Please indicate the types of pricing/installation models offered by your organization. Explicitly state the deployment model such as in-house or cloud or any other (third party with details).

#### *Five Year Total Cost Summary*

For all available deployment models listed above, provide a five year technical and cost summary as displayed below:

Five Year Total Technical and Cost Summary							
Sl. No.	Cost with Break - up	Total	Year 1	Year 2	Year 3	Year 4	Year 5
1.	H/W						
2.	S/W including applications						
3.	Deployment including backup and business continuity						
4.	Manpower						
5.	Customization						
6.	Training						
7.	Any other (specify)						

#### 2. Bar chart of Activities for Technical RFP and Financial RFP

Provide full details in the form of bar chart of activities, manpower, milestones against time in weeks.

## D. General Terms and Conditions

Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in Section C (9) of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below:

### 1. Applicability

In accordance with the provisions of this RFP, including but not limited to these terms and conditions, shall be made part of each agreement resulting from this RFP and shall control unless the Agreement expresses otherwise.

### 2. Two bid system & Method of Award

Vendors must submit responses to the tender enquiry as two bids, namely, technical and financial. Each bid must be in separate sealed covers clearly marked either "**RFP-Technical**" or "**RFP-Financial**" as the case may be referring to the advertisement no. and date. Please note that the financial bid must be submitted after the technical presentation and discussions are completed corresponding section 6 (Schedule of Events) of this document.

Method of Award: The norms for determining the Technical & Financial scores are as under:

Total of technical score obtained in the evaluation = T

A minimum score of T = 75% will be required to be qualified to be shortlisted.

Total of financial score obtained in financial bid = F

For "N" qualified/shortlisted bidders,

the qualifying quotient,  $Q_i = (T_i / \text{Max}(T_1, \dots, T_N)) * (\text{Min}(F_1, \dots, F_N) / F_i)$

where  $i = 1$  to N

The vendor obtaining the highest quotient will become eligible for consideration of award of the contract.

### 3. Payment Terms

Payment for the AMS and for the implementation services rendered pursuant to any Agreement shall be made in amounts and at times set forth in the Agreement. A written agreement will be issued, and all invoices must reference the agreement number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by AcSIR. Prior to payment, the vendor must submit an original dated itemized invoice of services rendered. Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

Implementation services will be paid on a not-to-exceed basis as described and only on a deliverable completion basis, meaning that AcSIR will pay only when the vendor has satisfactorily completed mutually agreed upon payment deliverables, as will be defined in the Statement of Work as part of the Agreement.

#### **4. Retention**

AcSIR will retain 10% of implementation fees billed at the completion of each milestone until Final Acceptance of the system.

#### **5. Additional Users and Modules**

AcSIR will require “price protection” for a minimum of two (2) years from the effective date of the going-live for additional AcSIR users and modules that are listed in the proposal but are not initially implemented.

#### **6. Delivery of the Project Plan and Other Key Deliverables**

A detailed project plan is to be delivered within a contractually specified timeframe after Agreement signing.

#### **7. Services and Statement of Work**

The Agreement shall include, in the Statement of Work (“SOW”), a detailed description of all work to be performed by the vendor for AcSIR.

Except as otherwise explicitly stated in the Agreement, the vendor shall furnish all personnel, materials, equipment, products, tools, transportation and supplies required to complete the services. Any additional services not identified in the Agreement shall be mutually agreed to in writing by each party through a change order process.

#### **8. Key Personnel**

AcSIR requires assurances as to the consistency and quality of vendor staffing for its project.

- AcSIR shall have the ability to interview and approve key personnel proposed by the vendor.
- AcSIR shall have the right to unilaterally dismiss key personnel from the project.
- Vendor must replace any departed key personnel with a temporary replacement within two days.
- Vendor must provide a no-charge ramp-up period for any replacement key personnel.

#### **9. Status of Vendor**

The vendor and its employees will be engaged in an independent contract relationship with AcSIR in performing all work, duties and obligations under the Agreement. AcSIR will not exercise any control or direction over the methods by which the vendor shall perform its work and functions. AcSIR’s sole interest and responsibility is to ensure that the work covered by the Agreement is performed and rendered in a competent, satisfactory and legal manner. The vendor and its employees will not be entitled to receive from AcSIR any employee benefit of any kind. Neither party will have any right, power or authority to create any contract or obligation on behalf of or binding upon, the other part without prior written consent of such other party.

## **10. Record**

Vendor 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 AcSIR, if needed at any reasonable time.

## **11. Documentation and Copyright**

Collected data, analyses, any analytical processes, programs and files developed as a contractual requirement are the sole property of AcSIR. The entire software design with source code shall be the property of AcSIR including all documentation.

## **12. Confidential Information**

Any written, printed, graphic or electronically recorded information furnished by AcSIR for the proposer's use are the sole property of AcSIR. This proprietary information includes, but is not limited to AcSIR Faculty, Students, Financial information etc.

The vendor and its employees will keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with AcSIR's approval and only to the extent necessary to perform the work under the Agreement. On termination of the Agreement, the vendor will promptly return any confidential information in its possession to AcSIR.

## **13. Ownership and Disclosure of Work Product**

All reports, original drawings, graphics, plans, studies and other data or documents, in whatever form or format, assembled or prepared by Vendor or its employees, shall be the property of AcSIR. AcSIR 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, Vendor shall promptly deliver to AcSIR all such documents, which have not already been provided to AcSIR in such form or format, as AcSIR 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 AcSIR.

## **14. System Acceptance**

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

- i. **Conditional Acceptance:** It will occur at go-live. System will be tested for four weeks (pre-live testing) before going live.
- ii. **Final Acceptance:** It will occur two weeks after Conditional Acceptance to "live test" the system. In this period system will be tested for its compliance with the functional requirements. If after two weeks system performs in accordance with the system specifications (including design document and functional requirements), AcSIR will issue "Final Acceptance".

- iii. If problems are found in the live test, the period for Final Acceptance will restart. Date of problem and date fixed will be recorded.

### **15. Disputes**

In the event of any dispute between the parties arising from this RFP, the Agreement of the services provided, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such part, and those senior representatives shall use good faith efforts to resolve the dispute between them. If the senior representatives are unable to resolve the dispute, such dispute shall then be decided by litigation. The vendor and AcSIR shall make sincere efforts to resolve any and all disputes as quickly as possible.

The proper jurisdiction and venue for any claims, causes of action or other proceedings concerning the Agreement shall be courts at Delhi.

### **16. Termination for Cause**

AcSIR may issue a written notice to cure if the vendor fails to: (i) Deliver the deliverables or perform the services within the time specified in the Agreement or any amendment; (ii) Make progress, so that the lack of progress endangers performance of the Agreement; or (iii) Fails to perform any of the other provisions of the Agreement. The Agreement can be terminated in whole or in part if the vendor does not cure such failure within the time frame stated in the Notice to Cure, which shall in no case be more than 5 (five) working days.

If the Agreement is terminated for cause, AcSIR may require the vendor to deliver, any completed or partially completed deliverable.