



**MAHARASHTRA NATIONAL LAW UNIVERSITY
MUMBAI**

(Established by the Government of Maharashtra under Act VI of 2014)

**Expression of Interest (EOI)
for
ERP System for University**

Maharashtra National Law University Mumbai

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<http://www.mnlumumbai.edu.in/>

SECTION-I

Expression of Interest (EOI) Notice No: NLUM/ADM.03/645/2017

1. EOI Notification:

Maharashtra National Law University (MNLU), Mumbai, invites sealed expression of Interest from eligible, reputed companies/firms for ERP System for University as specified in this EOI document.

EOI document may be downloaded from MNLU Mumbai website <https://mnlumumbai.edu.in/tendernotice.php> The prescribed EOI fee and Earnest Money Deposit (EMD), as mentioned in the EOI document, shall be sent with your offer through Demand Draft (DD) drawn in favor of “**Maharashtra National Law University Mumbai**”, payable at Mumbai. Any subsequent amendments in the EOI will be available on the above mentioned website.

Duly filled-in documents must be submitted to the office of **The Registrar, Maharashtra National Law University Mumbai, 2nd Floor, MTNL Building, Technology Street, Hiranandani Gardens, Powai, Mumbai, Maharashtra 400076** by Speed Post/RPAD or by hand, on or before **25th May 2023 up to 05:00 PM.**

1	Name of the Work	EOI for ERP System for University
2	EOI Fee	2,500/-(Non Refundable)
3	Earnest Money Deposit (EMD)	10,000/-
4	Date of issue of EOI	<u>2nd April 2023</u> on https://mnlumumbai.edu.in/tendernotice.php
5	Last date for receiving hard copy of all the documents along with EOI Fees.	<u>25th May 2023 up to 05:00 PM.</u>
6	Technical Opening Date	2 nd June 2023 at 2:30 pm.
7	Financial Bid Opening	3 rd June 2023 at 2:30 pm.
8	Award of Work	July 2023
9	Stipulated Completion	90 days from Award of Work
10	Address for Communication, Queries and Submission of filled EOI.	The Registrar, Maharashtra National Law University Mumbai Post Box No:8401,Powai,Mumbai-400 076 Tel: 022-25703187, 022-25703188
<i>* dates mentioned from S.No. 6-8 are subject to change</i>		

- Separate DD for prescribed EOI Fee and Earnest Money Deposit (EMD) must accompany the offer as mentioned in this document. Offers received without the requisite fee shall be summarily rejected.
- Eligibility Criteria, Terms and Conditions, Scope of Work, various format and Performa for submitting the EOI offer and other details are described in this document.
- **Do not change this document. Any change/s made in the document by the bidder will lead to disqualification. Bidders are required to sign and submit all the pages of this EOI document and all other required supporting documents.**

SECTION-II **ELIGIBILITY CRITERIA FOR THE BIDDER**

PRE-QUALIFICATION CRITERIA (Stage-I)

- 1) The bidder/ Company should have been in the software design and development business for at least 5 years as of 31st March 2023. The Bidder should be registered for Sales Tax/VAT/Service Tax/Excise/GST as applicable. The copies of documentary evidence in support of this must invariably be enclosed with the offer.
- 2) The bidder should have a turnover of at least **10 Lacs** in each of the last 3 financial years, as revealed in Annual Financial Statements reported in India in each of the last 3 financial years (2020-21, 2021-22, 2022-23). Statements to be enclosed.
- 3) **The bidder/Company should have completed at least THREE projects of ERP System Supply/Development and Implementation with any of Higher Education Institute / University during last 5 years out of which at least ONE should be at a National Law University. Work completion certificate issued by the institute must be attached.**
- 4) The bidder/Company **should not** have been debarred/blacklisted by any Govt. Dept. /Semi-Govt. Dept. /Educational Institute/University or any other organization. **Undertaking in this regard is to be submitted by Bidder.**
- 5) The bidder/Company should have submitted Bid Processing fees of Rs. 2,500 (Rupees Two Thousand Five Hundred only) Earnest Money Deposit (E.M.D.) of Rs. 10,000/- in the form of Demand Draft in favour of **“Maharashtra National Law University Mumbai” payable at Mumbai.**
- 6) Bidders are required to submit all supporting documents for above criteria with sign and stamp.
- 7) **Agencies which are qualified as per the pre-qualification criteria will only be allowed to participate in the Stage-II i.e Presentation.**

PRESENTATION TO THE EVALUATION COMMITTEE (Stage-II)

Companies/Agencies shortlisted in pre-qualification will be invited for making presentation in presence of Evaluation Committee at MNLU Mumbai. Each of the shortlisted Companies/Agencies will be given a slot of fixed time period. The Evaluation Committee will see the presentation of ERP System proposed by the bidder and assess competency of the Companies/Agencies, their capacity of understanding the needs, and sensitivity to provide services to MNLU Mumbai on below mentioned parameters:

- Presentation of proposed ERP System for University and its features
- Number of years of existence of Company
- Number of Key Professionals & their post qualification experience
- Number of projects with higher educational institute.
- Recognition/Accolades won during last 5 years
- Ability to serve MNLU Mumbai
- Track-record

The Evaluation Committee will shortlist the Companies/Agencies on basis of above evaluation for further process.

SECTION-III

BACKGROUND

Maharashtra National Law University Mumbai was established under Maharashtra National Law University Act (VI of 2014) of the Government of Maharashtra. It is a teaching and research University of National character with deep regional ethos. Professor (Dr.) Dilip Ukey is the Vice-Chancellor and Hon'ble Dr. D.Y. Chandrachud, the Chief Justice of India is the Chancellor of the University.

The envisaged object of the University is to advance and disseminate learning, knowledge of law and legal processes; to develop in the students a sense of responsibility to serve the society and to impart skills on advocacy and justice, legal services, legislation and law reforms, thereby making law and legal processes efficient instrument of social development. Towards attaining these objectives, MNLU Mumbai offers Five year integrated B.A., LL.B. (Hons.), One year LL.M. (Regular), One Year LL.M. (Investment and Securities Law) jointly with NISM, One Year LL.M. (Professional), M.A. (Executive) in Mediation and Conflict Resolution, Ph.D. programme among other diplomas and short term courses. The University also runs various certificate courses such as Mediation, Data Protection Law, Cyber Law, IPR, Arbitration and foreign languages such as German and Spanish on regular basis.

SECTION-IV

GENERAL TERMS AND CONDITIONS

1. Essential technical requirement:

The company /agency must have all statutory registrations like PAN, TAN, Service Tax, PF, GST, ESIC, Shop and Establishment registration etc., as applicable from time to time, with respect to this EOI.

2. EOI Fee & EMD:

The Bidder has to submit Non-refundable **Tender Fees of Rs. 2500/- & Earnest Money Deposit (E.M.D.) of Rs. 10,000/-** in the form of Demand Draft in the name of “**Maharashtra National Law University Mumbai**” payable at **Mumbai** from any of the Nationalized Bank including the Public Sector Bank or Private Sector Banks authorized by RBI (operating in India having branch at Mumbai) in the separate sealed cover should be remitted along with the bid. **Bid without Tender fees & E.M.D. will not be termed valid.** In case of non-receipt of Bid processing fees & EMD as mentioned above your bid will be **rejected** by MNLU Mumbai as non-responsive/ incomplete.

3. Unsuccessful bidder's E.M.D. will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value as prescribed by MNLU Mumbai, whichever is earlier. No interest is payable on EMD.

4. Bid validity:

Bid submitted by the bidder shall remain valid for a period of 180 days from the date of submission of offer. The Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as “REJECTED”.

5. Submission of Bid:

Technical Bid and Price Bid shall be submitted in two separate sealed envelopes quoting reference number of EOI at the top of the envelope. The fees shall be enclosed with the Technical Bid documents, in separate sealed envelopes, stapled with the packet containing Technical Bid documents.

6. Bid Evaluation:

The Bidder will be evaluated based on the Pre-Qualification Criteria (Stage-I) and Assessment of Evaluation Committee (Stage-II). Price Bid of Shortlisted Bidders by the Evaluation Committee will be opened.

7. Duration of Supply/Development of ERP System with Project Implementation:

Within **90 days** from the date of issue of purchase order/work order.

8. Amendment of EOI Document (Corrigendum):

At any time prior to the deadline for submission of bids, MNLU Mumbai may, for any reason,
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modify the EOI document and the corrigendum will be published on MNLU Mumbai's website under <http://www.nlumumbai.edu.in/tendernotice.php> URL.

9. Prices, Taxes and Duties:

The Bidder should quote firm prices/ rates taking in to account of all the Taxes, Duties, Levies, Personal Tax, Corporate Tax, GST and all other expenditure required to be incurred by him/her for providing required services etc. during the contract period as indicated above and afterwards no variation on any account unless otherwise specifically mentioned will be allowed. The quoted prices for all the items shall be inclusive of all applicable taxes.

10. Assignment & Sub-Contract:

The Agency shall not assign, sub-contract or sub-let the whole or any part of the service in any manner without express approval of the University.

11. Taxes, labour laws and other regulations:

The selected agency shall accept and bear full and exclusive liability for the payment of any and all existing and future taxes of the Central or State Government or of any other authority with respect to the contract or any course pursuant thereto or anything done or service rendered pursuant thereto. The selected agency shall fully comply with all applicable laws, rules and regulations relating to P.F. Act, ESIC Act, Bonus Act, Minimum Wages Act, Agreement Labour Act, Workmen's compensation Act, C.L. (R & A) Act, Migrant Labour Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Central, States, Municipal and local governmental agency or authority.

12. Confidentiality and Disclaimer

All information supplied by the MNLU Mumbai in connection with this EOI must be treated as confidential and, for the avoidance of doubt, all parts of the EOI are to be treated confidentially by the Bidders.

13. Conditional EOI:

Conditional bids or Bids based on the process/ basic schemes other than mentioned and/ or not conforming to the technical specifications/ requirements of the Bidding documents shall not be considered.

14. Contract Agreement:

The successful Bidder shall be required to execute a Contract Agreement with MNLU Mumbai on the non-judicial stamp paper of Rs. 100/- (Rupees One Hundred Only). The cost of stamp paper shall be borne by successful Bidder. MNLU Mumbai reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing.

15. Liquidated Damages:

In the event of failure to provide service beyond the specified date, liquidated damages @ 1% per month or part thereof in respect of the total loss value of the contract will be deducted, subject to a maximum of 10%; alternately the order will be cancelled and the remaining service will be given to any other suitable agency at the risk and expense of the qualified agency.

16. Force Majeure:

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations here under by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

17. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the service contract and / or the documents, the clarification given by the Registrar of Maharashtra National Law University Mumbai shall be final and binding on the Parties.

18. Exit Clause:

MNLU Mumbai can terminate the contract at any time i.e. during the contract period without giving any notice or citing any reasons.

19. Settlement of Disputes:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope of operation or effect of the service contract or the validity or the breach thereof, shall be settled via negotiation.

20. Any dispute whatsoever shall be subject to the **jurisdiction of Mumbai Courts only.**

21. IMPORTANT:

- a) University may accept or reject any or all the bids in part or in full without assigning any reason and is not bound to accept the lowest bid. The University at its discretion may change the upgrade or drop the criteria or part thereof at any time before awarding the contract.
- b) A bid submitted with false information will not only be rejected but the agency will also be debarred from participation in future processes.
- c) Bidders are required to sign and submit all the pages of this EOI document and all other required supporting documents
- d) In case of any dispute, the decision of the Vice-Chancellor of this University shall be final and binding on the Bidders.
- e) For any query pertaining to this bid document, correspondence is addressed to: The Registrar, Maharashtra National Law University Mumbai.

SECTION-V **TECHNICAL**

1. SCOPE OF WORK:

Maharashtra National Law University Mumbai (MNLU Mumbai) intends to implement an ERP project to automate and streamline its core Administrative, Academic, HR, Financial, Examination and other processes to improve administrative efficiencies and provide improved services to its stakeholders. For this purpose, it requires services of a competent IT Company/Firm which can understand the university's requirements of ERP and provide complete ERP Application with implementation. The broad functional areas/modules identified, to be covered under 'The ERP System for University' include; but not restricted to-

- Academic Administration
- Admission
- Alumni Management
- Attendance
- Budget, Finance and Accounting
- Consultation and Research Projects
- Examination & Results
- Extensions and Training Management
- Faculty & Staff Information
- Fee Management
- General Administration
- Hostel Management
- Human Resources Management
- Infrastructure Management
- Management Information Systems
- Publications
- Recruitment
- Student Information
- Timetable and Academic Calendar
- Administration Processes
- File Movement
- NAAC/ IQAC – Quality Assurance Data Management

While above inclusions are to guide the core functionality expected, these may however be added/amended based on University's requirement. University reserves the right to procure any one or combination of modules listed above or proposed by the bidder with necessary required customization/modification. The participating bidders are expected to be reputed IT Company/firm and having carried out similar assignments in the past.

Implementation:

2. To implement the solution at locations - as required by the University.

- a) University may implement the ERP in phases.

- b) University may contact the organization where ERP has been successfully implemented.
3. To ensure that the software design and implementation takes care of necessary security aspects such as data safety, access controls, integrity, backup measures and disaster recovery.
 4. The Bidder is expected to incorporate all changes in business requirement in the application during the term of the project if any such changes arise.
 5. Data integration/migration from the existing system to the ERP System of University.
 6. The bidder is required to depute adequate number of appropriate personnel at the user sites for required no. of days during the ERP Project Implementation.
 7. **For the period of implementation, minimum of one representative of the Agency must attend the University on daily basis (working days) till the project is completed.**
 8. The software must be scalable with respect to the no. of students and the no. of programmes.
 9. There should be a possibility of modification even after implementation of the ERP.
 10. **Mobile Application of the ERP must be available within the pricing.**
 11. **Implementation must be done on Cloud Base only with daily automated backups.**

Training to the Users/Staff:

1. To prepare training schedule of ERP System/Modules for staff/users and take approval from the University.
2. To train the designated technical and end user staff to enable them to effectively operate the ERP System/Modules.
3. To prepare training manuals for ERP System/Modules and submit to the University.
4. For the period of implementation, minimum of one representative of the Agency must be deputed and attend the University on daily basis (working days).

Warranty:

The Bidder/Company/firm has to give full support for one year after the ERP system goes live with no additional cost and should thereafter continue to extend maintenance service if desired, on payment as per mutually agreed terms/as quoted. The software should work without AMC as well (excluding charges like Hosting etc.).

(B) Details of ERP System for University:

Bidders are required to provide following details of ERP System. For Additional/More details bidder can attach Separate Sheet/Brochure/Documents in the Technical Bid with Authorized sign and stamp.

(I) Modules available in the ERP System of University:

Sr.No	Name of Modules	Available Features
1.		
2.		
3.		

4.		
5.		
6.		
7.		

(II) Platform/Other Technical Details related to ERP System:

- 1) Software Development Platform/Frontend/Programming Languages etc.
: _____
- 2) Backend Database Software/Platform
: _____
- 3) Compatibility with Operating System: _____
- 4) Browser Compatibility
: _____
- 5) Software Licenses requirements to use/run ERP System(if any): _____
- 6) Cloud Base:

- 7) Security Parameter/Measures in ERP System: _____
- 8) Any Other Application/System Related Technical Details: _____

(III) Checklist of documents to be attached with technical bid.

- **Company/Firm registration certificate**
- **EOI fee & Earnest Money Deposit (Demand Draft) Annual Financial statement for 2020-21, 2021-22, 2022-23**
- **Work order & completion certificate of at least three projects of ERP System developed for educational institute.**
- **Work order & completion certificate of at-least one project developed for a National Law University in India.**
- **Undertaking that the bidder/company/firm is not blacklisted by any Govt. Dept. /Semi-Govt. Dept. /Educational Institute/University or any other organization**

SECTION-VI

PRICE BID

Bidders are required to fill Price Bid in the following Format I & II. Bidder can attach additional sheets if required.

PRICE BID FORMAT-I

Sr.No	ITEM		Price/Amount (Without Applicable Taxes) (in Rs)	Applicable Taxes	Total Amount(Inclusive of Applicable Taxes) (in Rs)
	ERP for University:				
1	Software cost including cost for development, installation, implementation, training, and with 1 year warranty/ Maintenance/ Hosting, after ERP System goes live.	A) CLOUD BASE			
2	Charges Operational and Maintenance support (After completion of First Year Support)				

PRICE BID FORMAT-II (Module wise)

(A) CLOUD BASE

Sr. No.	Modules details /Name of Module With One Year Warranty and Maintenance after ERP modules goes live	Price/Amount (Without Applicable Taxes) (in Rs)	Applicable Taxes	Total Amount (Inclusive of Applicable Taxes) (in Rs)
1				
2				

SECTION-VIII

DECLARATION

1. I, Son /Daughter of Mr./Ms.
Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of M/s. -----
----- am competent to sign this declaration and execute this document.
2. I have carefully read and understood all the terms and conditions of the EOI and hereby convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/We am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to the summarily rejection of my EOI at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the EOI document and papers submitted by my Bank is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

Signature of the Authorized Signatory

(With Seal)

Place:

Date: