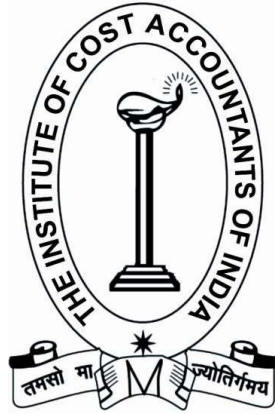


**THE INSTITUTE OF COST ACCOUNTANTS OF  
INDIA**

(STATUTORY BODY UNDER AN ACT OF PARLIAMENT)

# TENDER

**For Integration of existing Cloud based Managed  
Services at the Institute with ERPNext through  
Interface / APIs and development of Finance & HR  
Module**



Head Office

CMA Bhawan, 12 Sudder Street, Kolkata – 700016

Delhi Office

CMA Bhawan, 3, Institutional Area, Lodhi Road, New Delhi-  
110003

[www.icmai.in](http://www.icmai.in)

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Reference No: LTE/ERPNext/2024/2

Date of Issue of Tender: 21-11-2024

Last Date of Submission: 06-12-2024 Time: 15.00 Hrs.

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## **NOTICE INVITING TENDER**

On Letterhead of The Institute of Cost Accountants of India,

Dear Sir/Madam

**SUB: Request for Proposal for Integration of existing Cloud based Managed Services at the Institute with ERPNext through Interface / APIs and development of Finance & HR Module.**

On 28th May 1959, the Institute was established by a special act of Parliament, namely, the Cost and Works Accountants Act, 1959 as a statutory professional body for the regulation of the profession of cost and management accountancy. It has since been continuously contributing to the growth of the industrial and economic climate of the country. The Institute of Cost Accountants of India - ICAI is the only recognized statutory professional organization and licensing body in India specializing exclusively in Cost and Management Accountancy. The Institute is the largest Cost & Management Accounting body in the world with about 1,00,000 qualified CMAs and over 6,00,000 students pursuing the CMA Course.

The head office is situated at 12, Sudder Street, Kolkata - 700016 and operates through 4 regional councils located at Mumbai, Chennai, Kolkata and Delhi as well as more than 116 chapters located in India and 11 Overseas Centres.

The Institute of Cost Accountants of India (ICAI) invites proposals (Technical and Financial Bid) from established, reputed and reliable Solution/Service Providers for Integration of existing Cloud based Managed Services at the Institute with ERPNext through Interface / APIs and development of Finance & HR Module.

**Last Date of Bid Submission is 06-12-2024 Time: 15.00 Hrs.**

Secretary (Officiating) - ICAI

## 2. SCOPE OF WORK

### 2.1 Background

The Institute, at present, has computerized its main functions viz. Student and Membership Online System since 2012. All these programs are working satisfactorily on Azure Cloud Platform. In addition to this, the Institute has also developed certain online applications to serve some of its administrative activities.

The Institute intends to begin with ERPNext for Finance & HR Module and integrating its current major systems viz. Student and Membership Online System with ERPNext in the first phase. At a later stage all the major systems will be brought under the one umbrella of ERPNext to have a seamless system to cater to ever increasing expectations of students & members and to leverage the technology to serve them with a fast and effective manner.

Detailed Scope of Work is mentioned hereinafter in two parts:

- i. Brief expectations about various system functionalities
- ii. Key expectations about Finance & HR Module
- iii. API and MIS

### 2.2 Brief expectations about various system functionalities

The expectation about various system functionalities is mentioned in following main heads as mentioned below:

Requisition	A: Brief Functional Requirements
Solution development and integration with the existing applications	Assessment of the operations of ICMAI and the current IT applications in use.
	Configuration / Customization of the ERP Solution
	Formulation of cut over strategy and making the ERP solution “usage ready”
	Integration with Student & Members Online System by providing interfaces / APIs, Development of Finance & HR Module for data entry by Institute HQ & Offices under HQ, RCs, Chapters and generation of Reports and Dashboard.
Project Management services	ICMAI expects the successful bidder to complete the project of integration of ERP and complete the solution deployment, within six months from the effective date. The successful bidder is required to organize the resources to ensure that these timelines are adhered without fail.
	Deployment of a competent team of experts in the area of the ERP and specific functional areas.

	Submit a clear Project Plan having tasks/resources with projected timelines. Scheduling the activities to complete the project of integration and ERP deployment with all the functional areas of ICMAI within a span of six months from the effective date.
	Deployment of resources to ensure that the project activities are carried out as per plan as detailed in Annexure - 6
	Deployment of a project structure for effective monitoring, review and risk mitigation.
Project quality services	Deployment of experts with requisite knowledge of the processes of financial operations, finance & accounting, the specific solution modules, for review, expert advice and quality enhancement
	Deployment of templates and standard accepting mechanisms for the project deliverable
Feedback, monitoring and adoption	ICMAI may use the services independent third-party expertise to assess, review and quality control of the project artifacts and deliverables
	The bidder will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the project timelines
	The bidder will put together a structure and mechanism for ensuring that all the key functional areas, identified users of each of the existing modules are consulted, feedback adopted, and key differences identified, so as to facilitate standardization as well as user adoption.
Training and documentation	Training of users as decided by the Institute
	Preparation of <ul style="list-style-type: none"> <li>• System Design/Architecture Manual</li> <li>• End User Manual and System Administrator Operating manual</li> <li>• Training manuals</li> </ul>
	Documentation of processes
	Training the key executives for monitoring the performance and using the reports effectively
	Training of ICMAI core team on ERPNext solution developmental aspects.
Support services	Facilitating user adoption
	Continuous improvement and refinement of the processes, reports
	Operations of help desk and refresher training.
	Institutionalizing structures and processes for management of Service Level Agreement (SLA), strategic control.
*SPOC (Single point of contact) from the ICMAI is the Secretary (Officiating), IT Committee.	

<b>Finance and Accounting Management</b>	
Multis	Multi Companies (Institute / RCs / Chapters)
	Multi Users
	Multi Journals
Statements	General Ledger
	Trial Balance
	Profit and Loss Account
	Balance Sheet
	Cash Flow Statement
	Advanced Tax Reports
	Tax Audit Reports
	GST Returns (GSTR1, 3B, 7 and GST annual returns)
Reconciliation	Reconciliation Tool BRS, Vendor/Party reconciliation
	Online Payments
	Easy Outstanding Payments
	Reconciliation Reports Current account reconciliation
	Fees Sharing of RCs / Chapters
Bank & Cash	Automated Bank Feeds
	Import Bank Statements
	Cash Register Management
Accounts Payable	Supplier Bill Controls
	Employee Expenses
	Budget Expenses
	Monthly advance report of Vendors/Employees
Accounts Receivable	
	Payment reconciliation in real time basis

<b>Human Resource Management Module</b>	
Employee Information Management	Employee ID
	Employee Name
	Father's Name
	Mother's Name
	Designation
	Department
	Additional Responsibilities (Department / Committee / Board)
	Reporting Officer

	Location
	Qualification:
	1. Academic (Regular / Distance Learning)
	2. Professional (Regular / Distance Learning)
	3. Certificate
	Contact Details
	Emergency Contact Details
	Gender
	Date of Birth
	Date of Retirement
	Email ID: 1.) Official 2) Personal
	Marital Status
	Spouse Name
	Children's Name - 1.) ..... 2.) .....
	List of Dependents - 1.) ..... 2.) ..... 3.) ..... 4.) .....
	PAN No.
	Aadhar No.
	Present Address
	Permanent Address
	Identification Marks
	Blood Group
	Religion
	Cast: (ST/SC/OBC/General)
	Last Promotion / Special Increment Date
	Promotion Due Date
	Last date of transfer
	Promotion History
	History of Annual Increment date with Basic Pay (Year wise from the date of joining)
	Pay Revision date with Details
Recruitment and Onboarding	Advertisement Details
	Candidate Information as per application Format
	Candidate Resumes
	On boarding Checklist
	New Joiner Documentation
Performance Management	Performance Appraisal format (with parameters)
	Performance assessment and Ratings
	Training & Development Assessment

Training and Development	Training Programs:
	Organized by the Institute
	Self-Participation
	Details of Training programs attended by the employees
	Feedback of each Training Program
Attendance and Time Management	All the fields which are there in the HRIS system need to be incorporated in the new system
Employee Self-Service	Personal Data Updates
	Pay slip Download
	Relevant Office Order of concerned employee
	Claim Forms:
	Hospitalization Form
	Medical / Pathological Form
	Critical Illness Claim Form: Declaration Form / Claim Form
	LTC Form
	Leave Encashment Form
	Incidental Approval Form / Incidental Claim Form
	Mobile Reimbursement Form
	Tour Advance Form / Tour Settlement Form
	Reimbursement of Professional Membership Fees (CMA / CA / CS)
Exit Management	Resignation / Retirement / Superannuation Letter
	No objection & Clearance certificate
	Exit Interview form
	Full and Final Payment details
	Off boarding Checklist

**Notes:**

- i. All activities shall be through the service portal for module(s) linked to the main website [www.icmai.in](http://www.icmai.in) of the Institute.
- ii. The bidder should provide multiple reports as per the needs of the Institute and as decided mutually during the Business Blue Printing process.
- iii. MIS on real time basis to be provided to the Institute as per the formats, to be designed as part of the project implementation.
- iv. The bidder shall provide reports in addition to MIS and Dashboard reports.

**2.3 ii. Key expectations about Finance & HR Module**

The essential facilities of Finance & HR Module are mentioned below:



## I. Key Requirements for Finance & HR Module

- i. Avoidance of duplication of Input at all levels
- ii. Data integration with all functions across the Institute
- iii. Real time information through queries
- iv. Real time Dashboard reports
- v. User friendly for all stakeholders

## II. Standards Features and Requirements for Finance & HR Module

The bidder will need to follow and implement following features as a standard

Sl.	Expected Standard Features
01	It is expected that all the modules shall be hosted on secured cloud server with specified domain name (given by the Institute) and with higher availability 99.9% up time and capability to handle large volume of online traffic.
02	The module shall provide log-in and User ID mechanism for end-users, where users can create a profile. Profile information and records shall be saved and be accessible by the user.
03	Provision for Mobile / Email OTP based auto recovery of password by the users. There must be provision for forgot/change password option for the users.
04	The module shall be accessible over the normal Internet and on mobile devices through all mobile versions.
05	The module shall have special users / groups with administrative privileges to update/change the information. The bidder must create an updated information review, verification and approval process for updating the information in the Finance & HR Module.
06	The module must allow for CAPTCHA or other challenge-response to ensure human input in all forms and transactional sections.
07	The module shall allow the users to provide comments and feedback on online services.
08	N-tier Browser Based Architecture and the module shall be compliant for all popular browsers like IE, Firefox, Chrome, Safari etc.
09	Module should provide Single-Sign-On features with password encryption and capability to enforce changing the passwords at system-defined intervals.
10	Fault Tolerance Mechanism The solution should handle errors due to communication failure, hardware failure, etc. and roll back the changes appropriately so that transaction consistency is maintained at all times.
11	Facility of payment gateways integration.

12	The basic and advanced search facility shall be available to search the content.
13	Backup and Restore Plan - Daily / Weekly/Monthly data backup and restore procedures
14	BCP and DRS - Business Continuity Plan with Disaster Recovery System

### III. Essential Facilities Required

The bidders shall provide following facilities / tools in the in the system for Finance & HR Module:

**a. Security:** The module shall be highly secured. The main security considerations are:

- i. The application and database security should integrate with platform security and system security.
- ii. The solution should provide for maintaining an audit trail of all the transactions and a ll entries into the system.
- iii. The security services used to protect the information infrastructure shall include: Identification, Authentication, Role Assignment & Access Control, Administration and Audit & support for industry standard protocols.

**b. Auditing and Reporting facilities:** The module must provide auditing and reporting facilities to be utilized in system performance and security access controls monitoring.

**c. MIS Reporting:** The bidder shall create the necessary reports that need to be generated on BPB. The bidder should provide multiple reports as per the needs of the Institute including query-based reports and Dashboard Reports as well.

- i. The application should have a MIS reporting module; with which it becomes easy to generate the predefined reports. For this purpose, the bidder shall provide user id and password for the employees identified by the respective departments, who shall have access to the MIS reporting module of the portal solution.

**d. Maintainability:** All care will be taken so that the module can be easily maintained by the respective users. All information displayed on the system will be from a database and facility will be provided to authenticated users to add, update and delete the data elements as per the permissions granted to them. Style sheets will be used to give a uniform look and feel to all pages, facilitating easy maintainability. All labels and messages, the color scheme used will be defined in common files.

**e. SMS Gateway:** The SMS gateway/Mobile services shall provide most of the services of the system over SMS and/or through a mobile browser or mobile application

### IV. Service Desk Tools

The Finance & HR Module shall provide for individual Service Desk Tools on following lines:

- i. ICMAI intends to have a Service Desk to centrally log all enquiries, suggestions, complaints, service requests, service disruptions, security threats, violations and ERP/Application alerts.
- ii. The Bidder shall make available its Service Desk 24x7 during the contract period, with support with email, call and web support to all the stakeholders without any limit on the number of incidents reported.
- iii. The Bidder shall provide single point of contact during the entire project implementation such as contact number Landline /Mobile Number, interactive voice response and email id. Secondary contact will also be provided by the bidder for any backup support.
- iv. All systems to log, track and report the calls and emails till the project is handed over to ICMAI.
- v. The Service Desk shall escalate the calls and emails to the relevant users for actions and track the status of the calls and emails periodically until they are closed by the callers or stakeholders. (Escalation matrix to be provided by the bidder).
- vi. The Bidder shall generate incident reports which include root cause analysis at least monthly. A monthly Service Desk report shall be submitted to ICMAI as part of the monthly report.

#### **5. Service Level Agreement - SLA**

Service Level Agreement (SLA) requirements. Priority will be decided by the Institute

<b>Name</b>	<b>Duration</b>	<b>Schedule</b>
Priority High Response	15 min	24x7
Priority High Resolution	1 hours	24x7
Priority Medium Response	1 hours	24x7
Priority Medium Resolution	2 hours	24x7
Priority Low Response	2 hours	24x7
Priority Low Resolution	3 hours	24x7

The detailed status of all tickets should be visible on a dashboard. This dashboard should be accessible to authenticated users assigned by ICMAI.

#### **6. Standard Processes in development of Finance & HR Modules and Integration of existing**

## **Cloud based Managed Services at the Institute**

Institute expects that bidder shall follow High Level Processes for Project Implementation. The following shall be the stages of implementation of the selected solutions.

### **i. Study Phase:**

- a. Understanding the requirement for development of Finance & HR Module
- b. Understanding the flow of data from Students & Membership Online System for API integration
- c. Mapping of technologies
- d. Scoping of the work - Requirement Analysis (SRS) and design document (SDD) and approval of design document from ICMAI

### **ii. Implementation Phase:**

- a. Implementation / establishment of approved modules.
- b. Mapping of requirements with the proposed system.
- c. Configuration of the system to meet the institute requirements
- d. Collection of master data and loading the same in the system
- e. Setting up of needed MIS reports and dashboards
- f. Standard SOP Documents for all the user processes in the Application System
- g. Application System Configuration & Architecture Document
- h. User Access Matrix
- i. Collection of transaction data & loading the same in the system.
- j. Provision of excel based data collection format for Master and Transaction data.

### **iii. Testing Phase:**

#### **Mandatory testing of**

- a. Functionality and features
- b. Performance under expected and peak loads
- c. Security Testing

### **iv. Training Phase:**

- a. Training the users in the implemented modules (Chapters/Regions/HQ & Offices)
- b. Share system documentation and help manual for users

### **v. System Acceptance Phase:**

- a. Demonstration of set up completion and system readiness to ICMAI team

### **vi. Support Phase:**

- a. Understanding additional requirements and change requests.
- b. Issue monitoring and resolution

### **vii. Project Monitoring Unit: (This will be a continues activity till the time all the phases are completed)**

- a. Monitoring progress relative to Project Plan baseline
- b. Project Management support during development/pilot and roll-out
- c. Overall co-ordination for roll-out
- d. Risk management (Risk mitigation and Risk contingency plan)
- e. Governance and escalation processes

**2.3 iii. API, Integration with other functions as a top layer above the homegrown systems and MIS there of**

The Finance & HR Module developed by the bidder, besides the other functionalities fetch the data from Students & Membership Applications through the API and generate the following reports:

- Student Online System:
  - i. Total Number of Registration during the Financial Year and in a term. There are two terms in a year [June & December Term]
  - ii. Fees Collected [Fees Code Wise] through online payment and through the challans.
  - iii. Fee Sharing with Regional Council and Chapters
  - iv. Income and Expenditure Statement
- Members' Online System:
  - i. Total Number of Associate Members enrolled and upgraded from associate to fellow members during the Financial Year.
  - ii. Total number of Members who have taken certificate of practice (COP) during the financial year.
  - iii. Total number of advance payments (Associate & Fellow) during the financial year.
  - iv. Membership Fees Collected [Fees Code Wise] through the online payment / fees collected through Regional Councils and Chapters.
  - v. Total advance payments (Associate & Fellow) during the financial year.
  - vi. Members age analysis.
  - vii. Fee Sharing with Regional Council and Chapters.
  - viii. Income and Expenditure Statement.

Any other Reports and all their formats will be provided to the bidder during the preparation System Requirement Specification (SRS) documentation.

### 3. TECHNICAL BID

Technical bid is very vital for the eligibility for competing in Financial Bid. The Technical evaluation is divided into two parts viz. Technical Parameters and POC Presentation to be made to the Institute.

The detailed technical compliance checklist is a prerequisite for technical bid [Please refer **Annexure - 1**]

The Technical Parameter – Checklist consists of 80 marks and a maximum 20 Marks will be given for the Presentation. In addition to this detailed technical compliance checklist is a prerequisite for technical bid

#### TECHNICAL BID Parameters (Total 100 marks)

Sl. No	Technical Parameters – Checklist	Max Marks	Marks obtained*
1.	Average Annual Turnover of the Bidder during the last three (3) financial years > ₹ 2.5 Crores (20 Marks) > ₹ 1.5 Crores and <= ₹ 2.5 Crores (15 marks) >= ₹ 1.0 Crores and <= ₹ 1.5 Crores (10 marks)	20	
2.	Gold or Silver partner of ERPNext with implementation of similar projects in reputed institutions/organisations on PAN India basis Gold Partner (20 marks) Silver Partner (10 marks)	20	
3.	Total employees on pay roll of the bidder for the proper execution of the contract >= 75 employees (20 marks) >= 50 employees (15 marks) >= 25 employees (10 marks)	20	
4.	Number of projects implemented in reputed Institutions / Organisations on PAN India basis > 5 (20 marks) >= 3 and <= 5 (15 marks) >=2 and <= 3 (10 marks)	20	
	<b>Total</b>	<b>80</b>	

\*For office use only

#### Notes:

1. Maximum 20 Marks are reserved for POC Presentation to the Institute.
2. Minimum Score of 60 marks out of 80 marks and minimum score of 15 marks out of 20 marks is mandatory from POC presentation for becoming technically qualifying bidder

#### 4. FORMAT FOR FINANCIAL BID & PAYMENT SCHEDULE

The format for submission of Financial Bid is given below along with payment schedule:

**Table 1: Financial Bid- The breakup of one-time cost of implementation services.**

	Price Element	Base price	Taxes (%)	Total Price with tax
1.	Implementation activities till usage ready for “ <b>Integration of existing Cloud based Managed Services at the Institute with ERPNext through Interface / APIs</b> ”			
2.	Implementation activities till usage ready for “ <b>Development of Finance &amp; HR Module</b> ”			
3.	Training Cost			
4.	Any Other Cost			
5.	<b>Sub Total (1 to 4)</b>			
6.	Annual Maintenance Contract for a period of one year after the completion of free support period of one year.			
	<b>Total Price (5+6)</b>			

Note:

- i. Tax shall be applicable as on dates of the Billing.
- ii. This format shall be strictly followed for submission of the Financial Bid
- iii. Item 6 of the above table will take effect only after the free support period of one year.

#### Payment Schedule & Commercial Terms and Conditions

1. Payment for one Time Setup & Development cost will be made as stated below:
  - a) 10% will be paid after the signing of LOI and ERPNext Project kick off.
  - b) 10% will be paid after completion of System Requirement Study and initiation of ERPNext project development.
  - c) 35% will be paid after completion of the Finance & HR Module and making it live.
  - d) 35% will be paid after Integration of existing Cloud based Managed Services at the Institute with ERPNext through Interface / APIs and making it live.
  - e) 10% will be paid after the completion of one Year Free Support.

- f) Payment to AMC (Item 5) will be made on a quarterly basis, at the end of each quarter, subject to satisfactory support and on submission of Invoice.
- g) The Performance bank guarantee will be returned after completion of the Finance & HR Module and Integration of existing Cloud based Managed Services at the Institute with ERPNext through Interface / APIs and making both the modules live.
- h) All payments will be made after deduction of applicable Taxes.
- i) All Payment will be made within 30 days (thirty days) from the date submission of clear Invoice with requisite documents and subject to satisfactory completion of job. Incomplete Invoice and/or incomplete Documentation will not be entertained and returned.
- j) All Payments will be made through Electronic Mode to the Bank Account of the selected bidder.



## 5. DELIVERY SCHEDULE

Phase	Particulars	Completion Timeline	Milestone
1.	Finance and Accounts Module for the entire Institute including HQ & its Offices, Regions and Chapters (Scope as given in the Scope of Work)	Within four months from the effective date	At the time of project kickoff, output milestones for going live on a module will be decided with the consent of both parties.
2.	Human Resource Management Module for the entire Institute including HQ & its Offices, Regions and Chapters (Scope as given in the Scope of Work)	Within Six months from the effective date	At the time of project kickoff, output milestones for going live on a module will be decided with the consent of both parties.
3.	Integration of the current major systems viz. Student, & Membership online system with ERPNext.	Within six months from the effective date.	At the time of project kickoff, output milestones for going live on a module will be decided with the consent of both parties.

## 6. INSTRUCTIONS TO BIDDERS

The Institute of Cost Accountants of India (ICMAI) invites proposals (Technical and Financial Bid) from established, reputed and reliable Solution/Service Providers for Integration of existing Cloud based Managed Services at the Institute with ERPNext through Interface / APIs and development of Finance & HR Module.

Sl.	Name of Project	Implementation of ERPNext and providing interface / APIs at ICMAI
1	Scope of Work	Refer Chapter 2 – Scope of Work
2.	Earnest Money Deposit (EMD)	Earnest Money Deposit of ₹. 50, 000/- (Rupees Fifty Thousand Only) to be paid through NEFT / RTGS to The Institute of Cost Accountants of India. However Micro and Small Enterprises (MSEs) are exempted from EMD after furnishing MSME Certificate, if applicable
3.	Bank Guarantee	The successful bidder should submit the bank guarantee equivalent to 20% project cost after issuance of the (LOI).
4.	Liquidated damages (LD)	In case of delay in completion of the work, the bidder shall be liable to pay Liquidated damages @0.5% per week of the contract value, subject to maximum of the 5% of the total contract value.
5.	Bank Account Details for NEFT and RTGS	Account Name: The Institute of Cost Accountants of India Name of the Bank: Punjab National Bank Branch Address: New Market, Kolkata-700087. Current A/c No.: 0093002109030025 IFSC Code: PUNB0009300
6.	Availability of Document	RFP Document is available at ICMAI's Website <a href="http://www.icmai.in">www.icmai.in</a> under RFP/Tender Section.
7.	Pre-Bid Meeting	Clarifications on technical / functional requirements meeting with the bidders will be organized. The Bidders can also contact with convener tender committee during Mon – Friday from 09:30 A.M. to 06:00 P.M. before submitting their bids. This meeting will be organized at CMA Bhawan, 3 Institutional Area Lodhi Road, New Delhi on 14-10-2024 11:00 AM onwards
8.	Proof of concept (POC) Meeting	Already done when the tender was earlier uploaded.
9.	Date of Opening of Technical Bid	Will be notified on <a href="http://www.icmai.in">www.icmai.in</a> Website
10.	Date of opening Financial Bid	Will be notified on <a href="http://www.icmai.in">www.icmai.in</a> Website
11.	Validity of Tender	90 days from the last Date of Submission of Bid.
12.	Evaluation Process	Quality cum Cost Based System (QCBS) will be followed for evaluation of bids. 60% weightage will be given to Technical Bid and 40%

		weightage will be given to the Financial Bid.
13.	Delivery Timelines	As mentioned in Chapter – 5 - Delivery Schedule
14.	Submission of Bids	<p>Through physical mode in a two in two bid system. The technical bid and the financial bid will be sealed in separate covers and the covers will be super-scribed with technical &amp; financial bid. Both these sealed covers will be put in a third (bigger) cover and the third cover will be sealed and super-scribed with:</p> <p>“TENDER For Integration of existing Cloud based Managed Services at the Institute with ERPNext through Interface / APIs and development of Finance &amp; HR Module”</p> <p>The bid should be submitted at the following address:  <b>CMA Bhawan,</b>  3 Institutional Area, Lodhi Road,  New Delhi – 110003</p>

\* All the data / Information is sole property of the ICMAI, and it can't be used / shared in any manner whatsoever by any person. If the data breach is found, the person will be liable to pay suitable damages to ICMAI as may be decided by ICMAI.

**Notes:**

- i. Bidder shall not be allowed to submit more than one Bid.
- ii. Consortium is not allowed.
- iii. The bidder should provide a valid GST registration number and meet all legal requirements.
- iv. The Bidder will NOT sub-let the work or coordinate with any other party / sister concern without prior consent of ICMAI in writing.
- v. Any amendment / corrigendum to the RFP document shall be posted on ICMAI's Website [www.icmai.in](http://www.icmai.in) on tender section
- vi. The ICMAI reserves the right to call for any other details or information from any of the Bidders.
- vii. ICMAI reserves all rights to reject any bid at any time, at any stage, fully or partly for whole process and / or for bidder and reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage. ICMAI also reserves the right to cancel the entire tender process without assigning any reason. In this regard, the decision of ICMAI shall be final and binding on all the participants.
- viii. ICMAI will ask bidders, who have successful in technical evaluation, to demonstrate Proof of Concept (POC) physically or Via Video Conferencing as per requirement of ICMAI. The POC requirement and dates will be intimated on [www.icmai.in](http://www.icmai.in).
- ix. Financial bids of only those Bidders who are technically qualified shall be evaluated. At the time of opening of technical bids, the potential Bidders may be called at the meeting by the concerned committee.
- x. The agreement can be terminated by either party giving 1 (one) months' notice in advance. If

the service provider fails to give one month' notice in writing for termination of the agreement, the performance guarantee submitted by the service provider shall be forfeited in favour of the Institute.

- xi. The quoted rates offered will be valid for a period of 90 days.
- xii. Bidders are also required to substantiate and showcase their capabilities by providing requisite details as laid down in prescribed Forms [Please refer Annexure – 2 to 6]

## **7. GENERAL INFORMATION**

### **I. BID DOCUMENTS**

The bidder is expected to examine all instructions, forms, terms, and requirements in the RFP document. Failure to furnish all information required by the bid document or submit a Bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid.

The bids should be submitted on or before the due date in Bid Document as per the details provided in Instructions to bidders.

### **II. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of this Proposal, including the cost of presentation for the purposes of clarification of the bid, if so desired by the ICMAI, the ICMAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

### **III. BID SECURITY**

The Bid security shall be in Indian rupees (INR) and shall be paid through NEFT/RTGS to the Bank A/c. of The Institute of Cost Accountants of India. No interest shall be payable on Bid Security under any circumstances. Unsuccessful Bidder's Bid security shall be discharged or returned within thirty (30) days after the contract is awarded to the successful bidder.

The Bid security will be forfeited at the discretion of ICMAI because of one or more of the following reasons:

- a. The Bidder withdraws their Bid during the period of Bid Validity.
- b. In case of a successful Bidder, the said Bidder fails to accept the Letter of Award (LOA) or is not able to furnish Performance Bank Guarantee in time.

### **IV. BID VALIDITY**

The bids shall remain valid for a period of 90 days from the last date of submission of RFP.

## **V. SUBMISSION OF PROPOSALS**

Bids shall be submitted as per the details provided in Instruction to the bidders and the information of tender will also be published on the Website of ICMAI.

## **VI. LANGUAGE**

The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

## **VII. BID FORMS**

- a. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- b. For all other cases, the Bidder shall design a form to submit the required information.

## **VIII. CONTACTING THE ICMAI**

- a. Any effort by a Bidder influencing the ICMAI bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- b. Bidder shall not approach ICMAI officers after office hours and/or outside office premises, from the time of the bid opening till the time the Contract is awarded.

## **IX. OPENING OF PROPOSAL**

RFP containing technical proposal will be opened on fulfilling the EMD requirements. If the bidder meets the eligibility criteria and has furnished all the documents in the prescribed manner shall be treated as technically qualified. The Financial bid of the bidder qualifying technically would be shortlisted for financial bid opening.

## **X. EVALUATION**

An evaluation team of ICMAI will evaluate the bids as per the following pattern.

- a. ICMAI will examine the bids to determine whether they are complete; whether any computational errors have been made, and whether the bids are generally in order.

- b. The ICMAI may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.

- c. Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP Document, execution/implementation of the project.

#### **XI. DECIDING AWARD OF CONTRACT**

- a. The ICMAI reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation and/ or in writing from the Bidder on the already submitted proposal at any point of time. The Bidder shall furnish the required information to ICMAI and its appointed representative on the date asked for, at no cost to ICMAI. The ICMAI may at its discretion, visit the office of the Bidder any time before the issue of Letter of Intent.
- b. ICMAI shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive. ICMAI shall simultaneously notify those Bidders who had qualified evaluation processes as described in this RFP Document, informing the date and time for opening of Financial Bid.

#### **XII. AWARD OF WORK**

After receipt of the Bank Guarantee equivalent to 20% of the Project Cost, the successful bidder shall be required to execute a formal agreement within seven days of receipt of Bank Guarantee by ICMAI.

#### **XIII. DISCLAIMER**

- a. All information contained in this RFP and information subsequently provided, if any, are in good faith. This RFP is not an agreement or an offer by The Institute of Cost Accountants of India to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation and submission of their applications pursuant to this RFP.
- b. This RFP includes statements, which reflect various assumptions and assessments arrived at by ICMAI in relation to the selection of the bidder. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.



- c. ICMAI accepts no liability of any nature whether resulting from negligence or otherwise.
- d. ICMAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP, without assigning any reason or providing any notice and without accepting any liability for the same. It is the bidders' responsibility to view the updated information from Institute's website.
- e. The issue of this RFP does not imply that ICMAI is bound to select a bidder or to appoint the selected bidder, as the case may be. ICMAI reserves the right to cancel this RFP and/or invite afresh with or without amendments to this RFP, without any liability or any obligation for such request for RFP and without assigning any reason. Information provided at this stage is merely indicative.
- f. In the event of cancellation of RFP, the bid security amount will be refunded within 30 days.
- g. Any dispute between the parties pertaining to this contract shall be subject to the jurisdiction of the competent Courts at Delhi only.

## 8. KEY RFP MANDATORY TERMS AND CONDITIONS

### Eligibility Criteria for the Bidders

The bidder must meet all the following eligibility requirements. RFP of non-compliant firms/organization shall not be evaluated technically or commercially.

### Pre-Qualification Criteria (PQC)

Sl. No.	Qualification	Documentary Evidence to be attached	Mandatory
1	The bidder should be an Indian registered company / Limited Liability Partnership (LLP) engaged in the job of design/development of software/consulting for minimum of 5 years in India as on date of RFP. Consortium of companies/ firms is not allowed.	<ul style="list-style-type: none"><li>• Certificate of incorporation or Certificate of Commencement or Certificate confirming LLP</li><li>• Certificate consequent to change of name, if applicable must be submitted</li></ul>	Mandatory
2	<p>The bidder must have successfully implemented at least 2 cloud based ERPNext projects in reputed educational institutions / Organisations on PAN India basis during the last 5 years.</p> <p>The proposed ERPNext Application Software should be in use for the last two years from the last date of submission of bid.</p> <p>The Number of users of ERPNext in both the 2 organizations should be at least 100 Users in each organization.</p>	Copy of work/service orders and Work Completion Certificate to the satisfaction of the client should be submitted. A job executed by a bidder for its own in-house purpose/sister concern/subsidiary shall not be considered as experience.	Mandatory

3	The bidder should be a profit-making concern for the last three consecutive years, with minimum Average Annual turnover of at least INR 1.0 Crores in last 3 financial years.	Certificate and audited balance sheet of the bidder for the last three financial years (i.e.) 2022-23, 2021-22 & 2020 -21 Certified by a Chartered Accountant or Cost Accountant in Practice must be submitted along with the bid.	Mandatory
4	The bidder should be a Gold or Silver partner of ERPNext with implementation of project in reputed educational institution on PAN India basis.	Valid Certificates (Self attested copy).	Mandatory
5	The bidder should neither have been blacklisted by any Central Government/ State Government/ PSU / Government Bodies / Autonomous Bodies / Private Sector with regards to the works executed by it in the last three years.	The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only)	Mandatory
6	The bidders shall have minimum manpower strength of 25 persons on their payroll.	Submit an audit statement of the previous financial year mentioning the number of full- time employees.	Mandatory
7	The ERPNext and other application, if any, will be hosted on the cloud platform as decided by the Institute.		Mandatory
8	Once the ERPNext project is Go Live, complete <b>source code</b> along with the documentation will be handed over to the Institute. The bidder is also responsible for minimum 30 days User training to the employees.		Mandatory
9	Submission of Profile & relevant form as per Annexure – 2 to 6		Mandatory

Note: - Only bidders qualifying the Mandatory clause in Pre-Qualification evaluation would be considered for the technical evaluation as per criteria.

## **9. GENERAL TERMS & CONDITIONS**

### **1. GENERAL CONDITIONS**

#### **1. Application**

These general conditions shall apply to the extent that provisions in other parts of this document do not supersede them. For interpretation of any clause in the RFP or the Agreement arising thereunder, the interpretation/clarification of the ICMAI shall be final and binding on the Bidders.

#### **2. RFP Clarifications**

During technical evaluation of the bids, ICMAI may, at its sole discretion, ask Bidders for clarifications on their bids. Any word used in singular shall have the connotation of plural as well.

#### **3. Amendments in RFP**

At any time prior to deadline for submission of bid and after pre-bid discussions, ICMAI may for any reason, modify the RFP. The Bidders having received the RFP shall be notified of the amendments by posting the same at ICMAI's Website [www.icmai.in](http://www.icmai.in) and such amendments shall be binding on bidders.

#### **4. Company/LLP**

If the Bidder is a Company/LLP, the full particulars of the composition of the organization in detail should be submitted along with copy of the Articles of Association /Memorandum of Association, as the case may be or any other relevant document.

#### **5. Disqualifications**

The ICMAI may, at its sole discretion and at any time during the evaluation of bid, disqualify any bidder, if the bidder has; Submitted the Bid documents after the response deadline; made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; Exhibited a record of poor performance such as abandoning works, not properly completing the contractual

obligations etc. in any project in the preceding three years; submitted bid that is not accompanied by required documentation or is non-responsive; Failed to provide clarifications related thereto, when sought; Submitted more than one Bid; Declared ineligible by the Government of India or any other body for corrupt and fraudulent practices or blacklisted; or modified the terms and conditions of RFP.

## **6. Preparation of Bid**

The Bidder shall comply with the related information during preparation of the Bid. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interpretations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Bid. The Bid shall be typed or written in indelible ink or prepared in PDF format and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. THE LETTER OF AUTHORIZATION SHALL BE SUPPORTED BY WRITTEN POWER OF ATTORNEY AND SHALL ACCOMPANY THE BID.

Bidders are not permitted to modify, substitute, or withdraw bids after submission.

## **7. Deliverable**

Data security, accessibility and confidentiality are critical factors of the assignment. The process flow should be in accordance with the requirements of the ICMAI with adequate controls and safeguards to ensure accuracy of data and reduce the transaction processing time. The work shall be completed as per the time schedule prescribed by the ICMAI. The stage wise listing of deliverable is given below:

### **Conceptualization stage**

- i. System Requirement Specification
- ii. Wire-frame of the system to be built (Pages, Dashboard, Reports etc.)
- iii. Solution Architecture – Should be compliance as per ICMAI Guideline

### **Pre-development stage**

- i. Re-validation of Functional Requirement Specifications.
- ii. Technical Manual - Screen/Report with Program Unit matrix - ERD, Data Dictionary, UML Diagram etc.

### **Development stage**

- i. Development – source code maintaining the versions
- ii. Unit Testing
- iii. Technical Document

### **Post development stage**

- i. User Acceptance Testing (UAT test cases)
- ii. Source code with versions and proper documents
- iii. Administrator/Technical Manual/Guideline, Installation Manual

### **Deployment stage**

- i. Release/deployment guideline/instruction
- ii. System must be deployed in development, test, stage, UAT and production environment
- iii. Implementation Stage and User Training & Operation's Manual
- iv. The minimum time for users training will be 30 days.
- v. User training along with User Manuals role wise
- vi. Technical training to the system administrators with hands on

## **8. Timelines**

The Bidders need to follow ICMAI Website for any changes and timelines specified by ICMAI.

## **9. Risk Purchase Clause**

If the Supplier fails to deliver the ordered materials within the stipulated delivery period specified in the Purchase Order, the Institute may resort to procure such items and in such a manner as deemed appropriate, goods or services similar to those undelivered, and the Supplier will be liable to reimburse the Institute for any excess costs for such similar goods or services.

## **10. Right to Accept Bid**

With regard to the RFP, the ICMAI has the following rights to:

- a) Accept or reject any of the bid, without assigning any reasons thereof.
- b) Request clarification from bidders.

## **11. Conflict of Interest**

ICMAI requires that Bidders should provide professional, objective, and impartial advice

and at all times hold the ICMAI's interest's paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests.

## **12. Confidentiality**

- I. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such Information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the confidential information of the Bidder.
- II. The Bidder shall keep confidential any information related to this RFP with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason whatsoever.
- III. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employee or assignee is given access to the Confidential Information, each such employee and assignees shall be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures by its employees or assignees.
- IV. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract, any amendment hereof, and any Attachment or Annexure hereof.

V. The obligations of confidentiality under this section shall survive termination of the contract.

VI. Confidentiality of data submitted by ICMAI is the bidder has obtained on his own.

### **13. Standards of Performance**

The selected bidder shall perform the services and carry out their obligations under the Contract with due diligence and efficiency. The selected bidder shall always act in respect of any matter relating to this contract as faithful advisor to ICMAI. The selected bidder shall always support and safeguard the interests of the ICMAI in any dealings with the third party.

### **14. Contract Term & Conditions**

The annual maintenance contract (AMC) is to commence after one year from end of a period of free support. If the Institute is satisfied with the performance of the selected bidder, the AMC may be extended for another five years with the terms & conditions as may be mutually agreed. The selected bidder should hand over all the documents /data in whatever format pertaining to the Institute upon completion / termination of the contract.

The contract will be divided into three parts –

**Part I:** Implementation of the Application System – This part of the contract will continue till the time the Application System is implemented to the satisfaction of the ICMAI and the Acceptance Certificate is issued by the ICMAI.

**Part II:** Support for the Application System – One Year from the date of Acceptance Certificate by ICMAI mentioned in Part I above.

**Part III:** Annual Maintenance Contract (AMC) – One Year after the completion of one Year free support period.

### **15. Assignments**

The selected bidder shall not assign the work to any other Agency /individual, in whole or in part, to perform its obligation under the Contract, without the prior written consent of ICMAI.



## **16. Termination**

The ICMAI may, by giving one-month advance written notice to the selected bidder, terminate the contract for the following -

- i. For default to perform obligations under the Contract or if the quality is not as per the specifications/satisfaction of the ICMAI or in the event of non-adherence to time schedule by the selected bidder.
- ii. Becomes incapable of or unable to perform the Contract; dissolution or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the entity i.e. selected bidder.
- iii. Selected bidder assigns or sub-lets the work under the contract without the prior written permission from the ICMAI.
- iv. Selected bidder violating any of the terms and conditions of the contract.

In the event of termination of contract, Bank Guarantee shall be revoked by ICMAI. However, the termination notice may be invoked provided the selected bidder rectifies the default within the notice period to the satisfaction of the ICMAI. No consequential damages shall be payable to the selected bidder in the event of such termination.

## **17. Consequences of Termination**

Upon Termination of the Contract, the work undertaken by the selected bidder shall become the property of ICMAI and all its rights shall vest in the ICMAI. In such a scenario ICMAI shall not be liable to pay any amount to the bidder.

## **18. Resolution of Disputes**

In case any dispute arises between the parties in relation to or about any of the terms and conditions of RFP or the contract arising there under, in the first instance, the parties shall try to resolve the dispute amicably, failing which the dispute shall be referred to the sole arbitrator to be appointed by ICMAI. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English. The decision of the arbitrator shall be final and binding upon

both the parties. All awards of arbitrator shall be in writing and shall state the reasons therefor. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties.

#### **19. Jurisdiction**

Subject to the arbitration clause herein contained, all disputes between the parties pertaining to this contract shall be subject to the jurisdiction of the competent Courts at Delhi only.

#### **20. Performance Guarantee**

The selected bidder shall, within 15 days of receipt of Letter of Intent or within such extended period as may be advised, submit a Bank Guarantee from a Scheduled Bank of 20% of the contract value excluding taxes having validity of two years. On furnishing the Bank Guarantee, EMD of the successful bidder shall be returned.

#### **21. Submission of Bid**

The bids shall be submitted as per the details provided in Instructions to the bidders.

#### **22. Evaluation of Bid**

**ICMAI shall evaluate all received bids in following manner:**

##### ***Stage-1 – IDENTIFICATION OF ELIGIBLE BIDS:***

Through scrutiny of all bids received, ineligible bids on account of non-conformity condition for bid submissions like duplicate bids, incomplete information, late received bids etc. bids will be marked as Rejected. All accepted bids will be taken up evaluation of Technical Bids

##### ***Stage-2 - EVALUATION OF TECHNICAL BID:***

- i. Detailed technical evaluation will be carried out by an external expert appointed by ICMAI on the basis of criteria and other conditions in this RFP document to determine the substantial responsiveness of each requirement/request. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and conditions of the tender without any material deviation.
- ii. ICMAI may call the responsive bidder(s) who comply all terms and conditions of the

tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their solution is best suited for ICMAI.

**Stage-3 - EVALUATION OF FINANCIAL BID:**

The financial bid shall be opened of only those Bidders who have been found to be technically eligible.

**23. COST OF BIDDING**

- i. The bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Client and Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- ii. The bidder is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in the rejection of the bid.

**24. AMENDMENT IN RFP**

- i. At any time, up to the last date for receipt of RFP, the bidder may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document by an amendment.
- ii. The amendment will be notified on ICMAI website and by e-mail to the prospective bidders/organizations who have received the Bid Documents and will be binding on them.
- iii. Rejection of the bid: Due to incomplete information provided by the vendor or non-adherence to any clause which is stated as essential requirements in the RFP.

**25. KEY DEFINITIONS AND CONTRACT TERMS**

**1. Arbitration**

- i. All disputes or differences, whatsoever, arising between the parties out of or relating to the interpretation, meaning and operation or effect of this contract or the breach thereof, shall be resolved through mutual consultation and negotiation.
- ii. Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed by ICMAI and selected bidder. The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at the Institute Office at Delhi, India. It is the terms of this Contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole Arbitrator by the ICMAI and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left. The Arbitration may from time to time, with the consent of the parties, enlarge the time for making and publishing the award subject to the aforesaid, the Arbitration and Conciliation Act, 1996, shall apply to the aforesaid arbitration proceedings.

## **2. TITLE & PROPRIETARY RIGHTS**

All rights, title and interests in and to the Services Environment and any other material used by selected bidder in the provision of the Services shall exclusively belong to Institute. All Intellectual Property Rights with respect to the final products software shall be the Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the Institute All rights, title and interests in the ICMAI. Data shall always remain with the ICMAI. However, selected bidder shall have the right and license to use the ICMAI data for support, testing and product enhancement purposes. ICMAI agrees that selected bidder shall have the right to list the ICMAI's name in its marketing material and use ICMAI logo with respect to such listing and for reference purposes. Institute of Cost Accountants of India acknowledges that the provision of the Services hereunder by selected bidder shall be on a non- exclusive basis and selected bidder shall be free at all times to

provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude selected bidder from providing such services or performing such obligations to its other clients.

### **3. Payment Terms**

In consideration of the Services hereunder, ICMAI shall pay selected bidder the fees and expenses ("Charges") as specified in Commercial. All amounts payable to SELECTED BIDDER are inclusive of Taxes. ICMAI shall be entitled to deduct from applicable payments to SELECTED BIDDER, any tax on SELECTED BIDDER' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide SELECTED BIDDER with evidence or certificate of payment of such tax to the taxing authorities. SELECTED BIDDER shall submit invoices to ICMAI in accordance with the payment schedule in Commercial of this document. ICMAI shall remit payment to SELECTED BIDDER within sixty (60) days from the date of invoice. SELECTED BIDDER shall raise invoice and ICMAI shall make payment in accordance with Payment Schedule specified in the Tender Documents, with the certification of successful completion of work. The certification shall be provided by the User Department as well as the IT Department.

### **4. Representations and Warranties**

SELECTED BIDDER warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Scope of Work and Proposed Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by SELECTED BIDDER free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution,

delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Except as set forth in this clause, selected bidder makes warranties to ICMAI, Express or implied, with respect to any services or deliverables provide hereunder or under scope of work including without limitation and implied warranties of Merchantability or fitness for a purpose.

#### **5. Limitation of Liability**

Neither THE INSTITUTE OF COST ACCOUNTANTS OF INDIA nor the SELECTED BIDDER shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount payable/paid to SELECTED BIDDER by the ICMAI the Service that gives rise to such liability during the twelve-month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct; (ii) breach of the use terms. in respect of use of SELECTED BIDDER; Application System; and (iii) breach of confidentiality obligations. SELECTED BIDDER shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of ICMAI to perform any of ICMAI's obligations. In such event, SELECTED BIDDER shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge ICMAI additional costs incurred, if any, as may be mutually agreed upon between the Parties.

#### **6. Confidential Information**

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the

Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return all information including data and other documents to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or about this Agreement, including all copies, portions and summaries thereof.

## **7. Force Majeure**

- i. Neither Party shall be liable for any failure or delay in the performance of its

obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, pandemic, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event.

- ii. However, when the situation arising out of Force Majeure comes to an end in the assessment of ICMAI, affected party shall resume normal activities under the Agreement within 7 days. ICMAI, if it considers it necessary, may grant an extension of time to the Affected Party for resuming normal activities under this Agreement. If the Affected Party does not resume normal activities immediately or within the extended period, if any, granted by ICMAI will have the option to invoke the Performance Bank Guarantee, levy liquidated damages or terminate this Agreement
- iii. Normally no extensions of the scheduled delivery or completion dates should be granted except where events constituting force majeure, as provided in the contract, have occurred or the terms and conditions include such a provision for other reasons.

## **8. Penalty**

In case of breach of any of terms and conditions mentioned in this tender document or contract, the Institute will have the right to cancel the work order without assigning any reason thereof and to impose penalty to the tune of 25% of the work value and the bank guarantee shall be revoked. An agreement between the Institute and the Bidder shall be signed in this regard.

## **9. Language of Response**

The RFP response prepared by the bidder and all correspondence and documents relating to the response exchanged by the bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the bidder may



be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

#### **10. Documents Comprising the RFP**

- a. The RFP prepared by the bidders/organizations shall comprise of components mentioned below. (Biddocuments are to be submitted in the order of eligibility clauses along index page number). Technical Bid shall consist of the following:
  - i. Bid Proposal sheet duly filled in, signed and complete in all respects.
  - ii. Documentary proofs of qualifying the eligibility criteria by the bidder.
  - iii. Documentary proofs of the technical information (**Annexure – 1 & Annexure 2 - 6**) for technical evaluation.
  - iv. All proposals must be accompanied by a Bid Security/Earnest Money Deposit (EMD) to be paid through NEFT/RTGS to The Institute of Cost Accountants of India, failing of which the bid will be rejected.
  - v. Technical Compliance Sheet as per Scope of work
  - vi. Detailed technical architecture of the quoted product
- b. Implementation Methodology and approach for Ongoing Support with milestones for each phase
- c. A marketing brochure of the product/Service may also be enclosed along with website reference.

#### **11. Meaning of terms used in this RFP**

In this document, the following terms shall have following respective meanings:

- a. "**Acceptance Test Document**" means a mutually agreed document which defines procedures forAcceptance testing against requirements laid down in the Agreement.
- b. "**Affiliate**" shall mean any holding company or subsidiary company of a part to the Agreement or any company, which is subsidiary of such a holding company. The expressions "holding company" and subsidiary company- shall have the meaning specified in Companies Act 2013(as amended from time to time).

- c. "**Agreement**" means the Agreement to be signed between the successful bidder and ICMAI Including all attachments, appendices, all documents Incorporated by reference thereto together with any subsequent modifications, the RFP Document, the bid offer, the acceptance and all related correspondences, communications, clarifications, presentations etc.
- d. "**Authorized Representative**" shall mean any person authorized by either of the parties.
- e. "**Bidder**" means any firm offering the solution(s), service(s) and /or materials as required in the RFP Document. The word ' Bidder' is used in the pre-award period. After award of the Contract the Bidder shall be referred as the successful Bidder or Implementation Partner or System Integrator with whom ICMAI signs the agreement for rendering of services as per the scope defined in tender document.
- f. "**BPB**" The Business Process Blueprint provides a common strategy of how your business processes are to be mapped into one or more systems. The Business Process Blueprint documents in detail the scope of business scenarios, business processes, process steps, and the requirements for a solution implementation.
- g. "**Contract**" is used synonymously with Agreement.
- h. "**Corrupt Practice**" means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of contract execution.
- i. "**Default Notice**" shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- j. "**Effective Date**" means the date of signing of the contract
- k. "**Fraudulent Practice**" means a misrepresentation of facts to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the ICMAI of the benefits of free and open competition.
- l. "**Good Industry Practice**" shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.
- m. "**Implementation Period**" shall mean the Period from the date of signing of the Agreement and up to the issuance of Acceptance Certificate.
- n. "**Institute**" means the Institute of Cost Accountants of India. The terms ICMAI, Purchaser shall

**have the same meaning of the term Institute.**

- o. "**Law**" shall mean any Act, notification, bye law, rules and regulations, directive, ordinance. order or instruction having the force of law enacted or issued by the Central Government or any other Government or regulatory authority or political subdivision of government agency.
- p. "**LOI**" means issuing of Letter of Intent which shall constitute the intention of the Institute to place thePurchase/Work Order with the successful bidder.
- q. "**Proposal**" means the Eligibility Criteria & Product specification Proposal.
- r. "**Request for Proposal (RFP) Document**", means the detailed notification seeking a set of solution(s),services(s), materials and/or any combination of them.
- s. "**Requirements**" shall mean and include schedules, details, description and statement of technical data. Performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP Document.
- t. "**Termination Notice**" means the written notice of termination of the Agreement issued by one Party to the other in other in terms hereof.

# ANNEXURES

**Annexure -1**

**DETAILED TECHNICAL COMPLIANCE CHECKLIST – PREREQUISITE FOR TECHNICAL BID**

Sl. No	Feature/ Requirement	Available (Y/N)	*	*
<b>ERP</b>				
1.	The ERPNext shall be hosted on cloud.			
2.	The database that can handle at least 10 Crores records shall be used.			
3.	Only one-time project cost (including license fees if any) and AMC charges will be paid to the Successful Bidder and the license will be procured on a perpetual basis. No subscription fees will be paid.			
4.	Application System should have an availability rate of at least 99.9% (uptime) excluding planned downtime.			
<b>Performance and Scalability</b>				
5.	Background processes should not influence online performance.			
6.	Bidder should monitor the usage of ERPNext, to guarantee optimal performance (to support growth). The bidder should be able to upscale quickly in response to this monitoring.			
7.	Bidder should have adequate monitoring tools to monitor the domain, network and security devices, OS/VM resource utilizations, servers, service, ERPNext application and logs.			
8.	Bidder should ensure that 95% of online transactions should be completed within 3-5 seconds response time.			
9.	Bidder should ensure that the ERP system scales horizontally at all tiers and is capable of handling peak load.			
<b>Maintainability</b>				
10.	Bidder should be responsible for carrying out the application upgrades/patches. (For how much time?)			

	What happens beyond that period>)			
11.	The bidder should make a standardized process available by which layouts, configurations and data can be copied from and to the acceptance and product environment.			
12.	The bidder shall make a functioning AP (Acceptance and Production) environment available.			
13.	The release calendar should be up to date and be made available in real-time.			
14.	The bidder shall provide release notes with each upgrade, patch, and bug fix.			
Security				
15.	Bidder shall ensure the ERP and underlying infrastructure is secure and capable of appropriately protecting data for the duration of the contract, or so much longer as ICMAI data is still present/accessible to bidder.  After the project is made live, the bidder is required to do a Security Audit on the live database & application (like SQL injection, intruder penetration) through an independent & reputed Security Audit Agency (like STQC) and provide the report to the Institute.			
16.	The logging database must NOT be accessible to unauthorized users. The bidder must guarantee that this database is sufficiently protected to achieve this.			
17.	The bidder should guarantee that communications over the network will be encrypted or encrypted with an extra check.			
18.	The bidder shall carry out security updates properly and efficiently, and as soon as they are available.			
19.	The scope of the security requirements covered shall cover all infrastructure components and resources (hardware and software, physical and logical) and processes used in the provisioning and management of the System Services.			
20.	ICMAI shall own all data stored in its provisioned instance and, which has been created either by ICMAI or by its end-users			
21.	The bidder should be a gold or silver partner of ERPNext with implementation of project in reputed			

	educational institution on PAN India basis.			
22.	<p>Bidder shall propose a security management and governance framework to ensure that the System can meet security best practices. The framework shall include at least the following:</p> <ul style="list-style-type: none"> <li>- Security policies, standards and procedures for the system</li> <li>- Security management and processes</li> </ul>			
23.	The Bidder shall work with ICMAI to align its security policies and standards with that of ICMAI. If any gaps are identified, then industry prevalent best practice shall be followed.			
<b>Compatibility</b>				
24.	<p>The ERPNext should support up-to-date versions of current and future versions of common web browsers used in India such as Firefox, Google Chrome, IE, MS Edge, Safari, Netscape Navigator etc.</p> <p>ERPNext will also support the latest versions of Android / iOS and any other system</p>			
25.	If new browser versions are released, they should also be supported within a reasonable period.			
<b>Business Continuity and Disaster Recovery</b>				
26.	The bidder should take care of and is responsible for backups of all data (the database) in the ERPNext during the implementation state till hand over.			
27.	The bidder should ensure that Loss of Data is prevented when Data are exchanged during AMC period.			
28.	The system should offer the possibility to restore to the last working time/ hours in case of a ERPNext crash.			
29.	There shall be a procedure available for recovering data after any ERPNext crash or interruption.			
30.	The Bidder shall develop a Business Continuity Plan/ Disaster Recovery (BCP/ DR) that addresses all the various aspects to enable the ERPNext to maintain business continuity and to recover quickly from a disaster. If full operations cannot be recovered within the time as agreed with the authority and defined in the policy, the Bidder shall explore measures to bring			

	up the critical services to allow the ICMAI to resume minimal operations at the soonest possible time. Suitable penalty (as decided by the Institute) would be imposed in case the bidder is unable to restore the system within the agreed time period during AMC Period.			
31.	The Bidder shall explain to ICMAI the complete BCP/ DR including critical services, the continuity plan, the recovery time objective (RTO), crisis and communications plans etc. The Bidder shall consider and implement any changes required in BCP/ DR.			
32.	The Bidder shall be responsible for submitting to ICMAI a summary report immediately after the conclusion of any disaster recovery exercise. Suitable penalty (as decided by the Institute) would be imposed, if the bidder fails to recover data & latest version of application from ERPNext crash.			
Profile based Access Management				
33.	The ERPNext shall support multiple accounts owned by the ICMAI support their different roles and responsibilities, as and when required.			
34.	An automated self-service capability in the ERPNext shall be made available for the Users of the ERPNext to reset their user account password.			
35.	Each account shall have different access control mechanisms to allow activation of different ERPNext functions or services.			
36.	Access to ERPNext administrative functions shall be tightly controlled, monitored and accounted for.			
37.	Access rights of the ERPNext are granted based on role needs and will be reviewed periodically by ICMAI. Any accounts that are not needed shall be deleted by Administrator (from ICMAI) after review and authorization.			
38.	The following reports generated should be provided to ICMAI: <ul style="list-style-type: none"> <li>- List of discrepancies between the users listing finalized by ICMAI and the accounts in the ERPNext</li> <li>- List of accounts by roles/profiles</li> </ul>			



39.	Individual accounts to different users for accessing ERPNext should be issued so that clear user accountability is established. ERPNext administrative or functional accounts shall also be issued to an individual who shall be accountable for all actions taken under the accounts.			
40.	Security measures shall be implemented to prevent ERPNext administrators and other privileged users from having direct access to the stored data. The Bidder shall have proper approval process and tracking mechanism for all access to ERPNext and information to ensure proper usage and accountability.			
41.	Based on the IP range the ERPNext access may be restricted for any profile of user or individual user.			
42.	Security measures to restrict and control the users, developers and operators access to the ERPNext shall be put in place.			
SMS / Email Integration				
43.	There should be support for SMS/Email for following actions and it should be generated automatically: <ul style="list-style-type: none"> <li>• For reminders like fee dues, last submission dates</li> <li>• Alerts on attendance shortages, budget limits</li> </ul>			
Audit Trail				
44.	The ERPNext should record changes in data in every field with user ID and time stamp, with ability to record reasons in some cases.			
45.	ERPNext should enable the user to choose which fields or tables are to be audited through a delivered tool			
Import/Export Data				
46.	Should have provision to facilitate Import from/Interface with the third-party applications in the institute and extract data in various formats.			
47.	Should have provision for Import and Export to archived files.			
48.	Should produce reports on all areas of data that can be exported to MS Excel/PDF/CSV.			
Archiving				
49.	The application should provide a Data Archival utility on cloud model as a part of the standard offering.			

50.	Should have support to facilitate the query and reporting on archived data.			
Single and Minimal data entry				
51.	Data should be entered and validated at source only once and be used throughout the system(s)			
52.	There should be provisions to facilitate and minimize data input (e.g. use of intelligent default values, inheritance from previous entries, etc.) facility to strictly avoid any duplication of data. Search/match facility required that can help restrict the entry of duplicate data by providing interactive alert messages.			
Reporting and Data Extraction				
53.	Built-in ad hoc reporting tool to enable non-technical users to quickly and easily create, generate, display and print basic reports from the application software.			
54.	Ability to print reports on-demand to a specified printer or file and display report results on screen.			
55.	Include a standard set of reports based on industry best Practice			
56.	Have ad hoc reporting capability that is user friendly and easy to use			
57.	Support ability to report to file as well as other means			
58.	Provide good interfacing mechanism			
59.	Powerful analytics with good dashboards			
Others				
60.	Help Manual for both the system administration and end user operational flow should be made available online with videos with powerful search and filter capabilities to get quick help on any system information. In addition to this help manual in the form of documentation is also required.			
61.	Should have an Installer like tool that helps to configure the system quickly during the initial implementation as well as during additional set up needed			
62.	Provision to Search anything like applications/ solutions/ users/ screens/ workflow transactions from a single screen			

63.	All pending actions and notifications to be shown in one place like a work-list. Where actions can be taken like "approve" or "reject", this should be possible as well.			
64.	24x7 Help Desk to manage the issues raised by internal users and track to closure. Facility to track issues from initiation to closure like ticket based resolution system.			
65.	Ability to see transactions done in each month as a trend to understand usage of the system or the module by a user or department.			
66.	Cloud Storage: Ability to store files in cloud drive so that it can be retrieved anytime later from anywhere			

\* For office use only.

**Annexure -2**

**Bidder's Profile**

<b>Sr. No</b>	<b>Detail Required</b>	<b>Provide the relevant information with proper documentary evidence</b>
1.	Name of the Firm	
2.	Registered Office address Mobile Number: Email ID: Website:	
3.	Correspondence/ contact address	
4.	Details of Contact person(s) (Name, designation, address etc.)Mobile Number e-mail	
5.	Year and Place of incorporation of the Company Please enclose the Documentary Proofs	
6.	Detailed profile of the organization	
7.	Number of Offices with details	
8.	Certified copies for following statutory compliance certificates	
	Professional Tax R C No.	
	Registration No.	
	PAN	
	GST Registration Certificate	
	CIN (In case of Limited Co.)	

9.	Gold or Silver partner of ERPNext Please enclose the Documentary Proof	
10.	Turnover of last 3 years as per Audited P&L Account 2022-23 2021-22 2020 -21	
11.	Policy for DR & BCP	
12.	Whether black listed by Govt./PSU/autonomous Body/Pvt. Organization.	
13.	Details of Manpower a. Total b. Persons employed in ERP Implementations	
14.	Details of Copyrights	
15.	Details about Proprietary rights holding by the Co., if any.	

**Annexure -3**

Relevant Project Experience

<b>General Information</b>	
Client for which the project was executed and brief description	
Name and description of the project	
Duration of the project (start date, completion date, status)	
No. of users involved in the project	
Scope of services	
Total value (cost) of the project	
Copy of Work Order	
Experience Certificate	

Note: Details for each project be attached separately.

\*Copy of satisfactory work completion certificate from Client.

**Annexure -4**

Resume of Key Personnel for this project including account manager and customer relationship manager.

<b>General Information</b>	
Name of the key personnel:	
Current Designation and job responsibilities:	
Total number of years of experience:	
Academic Qualifications: <ul style="list-style-type: none"><li>• Degree</li><li>• Academic institution graduated from</li><li>• Specialization</li></ul>	
Past ERPNext project implementation details. For each assignment provide details such as: <ul style="list-style-type: none"><li>• Project name</li><li>• Role</li><li>• Responsibilities and activities</li><li>• Duration of the project</li></ul> Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if speak/read/write)	

Key Personal: All Directors

Declaration: This is to certify that none of the directors or Key Personals is directly or indirectly related to any of the Council Member / Elected Representatives / Employees of the Institute.

**Annexure -5**

Proposed Team Composition

<b>Name of Key personnel with qualification and Experience</b>	<b>Proposed Position</b>	<b>Proposed Tasks</b>

Note: The bidder shall ensure consistency and continuity of team compositions at all levels.



**Annexure -6**

Detailed work breakdown structure

Bidder should provide the timelines of the complete project with scope of work. Duration of activities shall be indicated in the form of a table below.

S No.	Activity	Calendar Weeks												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1.	Project kickoff and freeze of implementation plan													
2.	Finalization of all ERPNext functionalities required													
3.	Code deployment													
4.	User training													
5.	Adoption plan													
	<Bidder can propose add/ remove activities as per their implementation plan>													

***Declaration of the Firm***

To  
The Convener, Tender Committee,  
The Institute of Cost Accountants of India  
CMA Bhawan,  
3 Institutional Area,  
Lodhi Road,  
New Delhi - 110003

Ref: Notice Inviting Tender No.: LTE/ERPNext/2024/1      Dated: .....

Sir,

1. We have examined the details of notice Inviting tender (NIT) document “for Implementation of ERPNext and providing interface / APIs” referred above.
2. We hereby submit the pre-qualification documents and other relevant information.
3. We, the undersigned, are submitting our Bid for supply of “for Implementation of ERPNext and providing interface / APIs” with reference to the above-mentioned notice inviting tender.
4. We hereby certify that all the statements made, and information supplied in the statements are true and correct to the best of our knowledge and belief.
5. We understand that if any information is found incorrect at a later date, the order/application is liable to be cancelled with costs.
6. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
7. We certify that our firm is not blacklisted / banned from business by any organization viz. Central Bureau of Investigation/Department of Central Government or any State Government/ Institute. We hereby accept the rules and procedures of the Institute for prequalification of contractor and agree that the Institute has the right to accept or reject any application without assigning a reason thereto.
8. We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, we shall lose our right to be pre-qualified and we understand that our tender will be summarily rejected, EMD forfeited, and we are liable to be banned from doing business with the Institute of Cost Accountants of India and /or prosecuted.

Yours faithfully,

Place \_\_\_\_\_

Date \_\_\_\_\_

(Signature of authorized person)

Full Name of Signatory:

Designation of Signatory:

Seal of the Agency/Firm: