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url: <http://www.mpstdc.com>



Tender No.: MPSTDC/AMC/SAP Business One Project/2021

Request for Proposal for Selection of System Integrator for
Annual Maintenance Contract of SAP Business One at
Madhya Pradesh State Tourism Development Corporation
Limited, Bhopal

Bid Fact Sheet

S. No	Particulars	Details
1.	Name of Purchaser	Madhya Pradesh State Tourism Development Corporation Limited, Bhopal, Madhya Pradesh
2.	Name of Engagement	Selection of System Integrator for Annual Maintenance Contract of SAP Business One at Madhya Pradesh State Tourism Development Corporation Limited
3.	Availability of the document	<p>The Bidding Document is available and downloadable on following website: http://www.mptenders.gov.in</p> <p>Bidding Document Fees (non-transferable & non-refundable) and Processing Fees must be paid online at GoMP e-Procurement portal – (http://www.mptenders.gov.in)</p> <p>All Subsequent changes to the Bidding document shall be published on the above-mentioned website</p>
4.	Tender Publish Date	12.01.2021 at e-Procurement portal of GoMP: https://www.mptenders.gov.in/
5.	Last Date and Time for Submission of Bid	08.02.2021 at 14:00 Hours at e-Procurement portal of GoMP: https://www.mptenders.gov.in/
6.	Tender Fee	Rs 10,000 + Processing Fees (non-refundable) payable through online e-Procurement portal of GoMP: https://www.mptenders.gov.in/
7.	Earnest Money Deposit	Rs.5,00,000 (Rupees Five Lac Only) in form of Fixed Deposit Receipt or Bank Guarantee or Demand Draft from any of the commercial banks in favour of Managing Director, Madhya Pradesh State Tourism Development Corporation Limited, Bhopal and payable at Bhopal, Madhya Pradesh and should be valid for 45 days beyond the final tender validity period.
8.	Pre-Bid Meeting Date and Time	28.01.2021 at 14:00 Hours

9.	Pre-Bid Meeting Venue	Madhya Pradesh State Tourism Development Corporation Limited, Board Room, 2nd Floor, Paryatan Bhawan, Bhadbhada Road Bhopal.
10.	Date, Time and Place of opening of Pre-Qualification Bid	09.02.2018 at 14:00 Hours Madhya Pradesh State Tourism Development Corporation Limited, Board Room, 2nd Floor, Paryatan Bhawan, Bhadbhada Road Bhopal.
11.	Date, Time and Place of opening of Technical Bid	Would be communicated to qualified bidders
12.	Date, Time and Place of opening of Financial Bid	Would be communicated to qualified bidders
13.	Contact Person Details	General Manager - IT, Madhya Pradesh State Tourism Development Corporation Limited, Board Room, 2nd Floor, Paryatan Bhawan, Bhadbhada Road Bhopal. Tel: +91-755-4027192 ; Fax: +91-755-2775434 Email: s.kurrey@mpstdc.com , estateandlegal@mp.gov.in For Technical Issues – Mr. Ankit Kaurav – Mobile - 9407057416

1. About RFP

1.1 Request for Proposal

Online tenders are invited from eligible, reputed, qualified system integrator with sound technical and financial capabilities for post implementation maintenance support of an end-to-end SAP Business One Suite as detailed out in the scope of work under Section 6 of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 4 of this RFP document.

“Any contract that may result from this Government procurement competition will be issued for a term of 36 months (“the Term”) for Support and Maintenance of the System.

Contract term can be extended for a period of additional 24 months as per rates approved in this tender, subject to MPSTDC’s obligations at law”.

1.2 Structure of the RFP

This RFP document for the project of Selection of Agency for Annual Maintenance Contract of SAP Business One at Madhya Pradesh State Tourism Development Corporation Limited (MPSTDC) for the Purchaser comprises of the following.

- i. Instructions on the bid process for the purpose of responding to this RFP. This is broadly covers:
 - a. General instructions for bidding process
 - b. Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Purchaser in determining Bidder’s suitability as the implementation partner
 - c. Payment schedule
 - d. Commercial bid and other formats
- ii. Functional and technical requirements of the project. The contents of the document broadly cover the following areas:
 - a. About the project and its objectives
 - b. Scope of work for the implementation agency
 - c. Functional and Technical requirements
 - d. Project Schedule
 - e. Service levels for the implementation agency

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating Bidder’s suitability to become the implementation agency of the Purchaser.

- iii. Master Service Agreement (MSA), Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) shall be signed with the selected bidder. This RFP document and any related corrigendum, addendum would be the part of the contract.

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information on required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

1.3 Background information

Madhya Pradesh the best state of the nation, in terms of richness and diversity of tourism destinations. The state has three world heritage sites namely Sanchi, Bhimbetka and Khajuraho. In the last few years, the Government of Madhya Pradesh has initiated a number of measures to position the state as the leading tourism state of the nation. While considerable work has been done and the state is now being recognized as one of the leading tourism states of the nation, much more still needs to be done.

The Mission of MPSTDC is “To promote balanced and sustainable tourism which enables socio-economic development and to establish Madhya Pradesh as a destination that provides a complete tourism experience”

The strategy of MPSTDC for achieving the mission, revolve around the following key initiatives:

- Revitalizing the state tourism development corporation and running the same on professional lines.
- Building system and processes to ensure that the complete cycle of Hospitality is systems and process driven along with the individual driven hospitality experience for the guests.
- Deploying Information and Communication Technology (ICT) and infrastructure for tourism related activities to augment the physical infrastructure of MPSTDC.

2. Organization Structure

MPSTDC is headquartered at Bhopal. It is headed by the Chairman in non-executive capacities. The executive functions of the organization are handled by the Managing Director.

There are six regional office at the following places

- Bhopal
- Gwalior
- Jabalpur
- Khajuraho
- Pachmarhi
- Indore

There are marketing offices spread across the country at the following locations

- Ahmedabad
- Hyderabad
- Kolkata
- Mumbai
- Nagpur
- New Delhi

MPSTDC manages more than 70 properties. These include the Hotel, Bar, Restaurants, Boat Clubs, Sound and Light shows managed by the corporation.

The following are the key departments in the Head office

- Administration department
- Legal department
- Finance department
- Operations department
- Publicity & Marketing department
- Information and Technology department
- Stores department
- Engineering department
- Transport department
- Adventure & Eco Tourism department
- Quality and Training department

The operational activities, the functions or units grouped into the following.

- Hotels
- Restaurants/Way side amenities
- Boat Clubs
- Information Counters
- Sound & Light Shows
- Adventure zones
- Transport operations
- Administrative units of Marketing Offices, Regional Offices, Head Office
- Miscellaneous revenue generated activities.

MPSTDC has implemented SAP Business One Suite 10.0 (PL03). It went go-live in month of April 2019 in departments and all properties. MPSTDC believes that SAP Business One can further help to solve its operational problems as well as provide a real time and Integral Data to Various Decision makers in Organization towards achieving better administration, control and reporting structure across the units. SAP Business One is been deployed in State Data Centre of GoMP and is accessed through Browser in all its location.

2.1 Tender Objective

MPSTDC would like to contract Operations and Maintenance of SAP Business One Suite with a System Integrator who can provide the Post Implementation SAP Support Services. The selected Bidder will provide Technical and Functional support services for SAP mainly in following areas:

- Improve employee/end-user experience to the SAP System.
- Deliver scalability/flexibility to react to MPSTDC's ongoing business needs.

- Support MPSTDC in improving Efficiency in its functioning.
- Provide hand-holding / support / Training to end users.
- Provide maintenance / customization / configuration/ change requests / Debugging / Process improvement / Enhancement.

2.1.1 Salient Features in Current System

Following are the salient features of the current platform

- * Adoption of centralized Web-based architecture for leveraging technology for reforms.
- * Adoption of best practices, leading to a transparent redesigned accounting structure.
- * Incorporated with Business Rules – This system has been designed and developed with number of business rules defined in the MPSTDC Act and Rules.
- * Workflow Based System – Wherever the process is critical, workflow system has been incorporated so that the required accountability is built in this system.
- * Comprehensive Reporting System.
- * Tracking and Reconciliation of accounts & inventory.
- * Role based Access – As different level of users will be operating this system; the system provides the different options as per their roles.
- * System have API to allow integration with other applications.

3. Instructions to Bidders

3.1 General

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- d. This RFP supersedes and replaces any previous public documentation &

communications, and Bidders should place no reliance on such communications.

3.1.1 Compliant Proposals / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

3.1.2 Code of integrity

No. official of a procuring entity or a bidder shall acting contravention of the codes which includes

- e. Prohibition of
 - iv. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - v. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - vi. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - vii. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement processor for personal gain.
 - viii. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - ix. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - x. Obstruction of any investigation or auditing of a procurement process.
 - xi. Making false declaration or providing false information for participation in a tender process or to secure a contract;
- f. Disclosure of conflict of interest.
- g. Disclosure by the bidder of any previous transgressions made in-respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable

opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

3.1.3 Pre-Bid Meeting & Clarifications

3.1.3.1 Pre-bid Conference

Purchaser shall hold a pre-bid meeting with the prospective Bidders on **28.01.2021, 14:00 Hours** at Madhya Pradesh State Tourism Development Corporation Limited, Board Room, 2nd Floor, Paryatan Bhawan, Bhadbhada Road, Bhopal.

The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact at General Manager - IT, Madhya Pradesh State Tourism Development Corporation Limited, Paryatan Bhawan, Bhadbhada Road Bhopal through email at s.kurrey@mpstdc.com , estateandlegal@mp.gov.in with **subject line <RFP/SAP-RFP/Pre-Bid Queries>** on or before **25.01.2021, 17:30 Hours**.

- a. The queries should necessarily be submitted in the following format:

S. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			
6.			

- b. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

3.1.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- i. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- ii. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- iii. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <http://www.mptenders.gov.in> (GoMP E-Procurement Portal)
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

3.1.4 Key instructions of the bid

3.1.4.1 Right to Terminate the Process

Purchaser may terminate the RFP process at any time and with-out assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

3.1.5 RFP document fees

- i. The RFP document fees as mentioned in the Bid Fact Sheet should be submitted online along with the bidder's proposal. Proposals received without or within adequate RFP Document fees shall be rejected.

3.1.6 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Proposals, an EMD of Rs. 5,00,000 (Rupees Five lac Only) in the form of a Fixed Deposit Receipt/ Bank Guarantee/ Demand Draft. The payment transfer related information is as follows:
 - i. EMD in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of "Managing Director, Madhya Pradesh State Tourism Development Corporation Limited, Bhopal". The EMD should remain valid for a period of 45 days beyond the final tender validity period.
 - ii. Fixed Deposit Receipt/ Bank Guarantee/ Demand Draft: Payable at Bhopal, Madhya Pradesh to be submitted in original before submission of bid at MPSTDC Bhopal Office.
- b. EMD of all unsuccessful Bidders would be refunded by the Purchaser within 30 days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
- c. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. Proposals not accompanies with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- e. The EMD may be forfeited in the event of:
 - * A Bidder withdrawing its bid during the period of bid validity
 - * A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - * The Bidder being found to have wilfully indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
 - * A Proposal contains deviations /conditional offers and partial offers.

3.1.7 Submission of Proposals

3.1.7.1 Online Submission on e-Procurement portal

Bidders should submit their responses as per the procedure specified in the-Procurement

portal <http://www.mptenders.gov.in> being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents Eg. Power of Attorney,
- CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the GoMP e -Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freeze) within the submission timelines. The MPSTDC will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

3.1.7.2 Bidder's authorized signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that she/he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the-Procurement portal. Furthermore, the bid must be submitted online after being digitally signed by an authorized representative of the bidding entity.

3.1.8 Preparation and submission of Proposals

3.1.8.1 Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contractor all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.

3.1.8.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting

documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

3.1.8.3 Venue & Deadline for Submission of Proposals

Online Submission on GoMP e-Procurement portal

The response to RFPs must be submitted on the eProcurement portal <http://www.mptenders.gov.in> by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

3.1.8.4 Proposals submitted after designated time of submission

Online Submission on e-Procurement portal

Bids submitted after the due date will not be accepted by the-Procurement system <http://www.mptenders.gov.in> and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

3.1.8.4.1 The Purchaser shall not be responsible for any electronic delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.

3.1.8.4.2 The Purchaser reserves the right to modify and amend any of the above - stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.1.9 Evaluation process

1. The Purchaser will constitute a committee to evaluate the responses of the Bidders (Purchase Committee).
2. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability of a Bidder to submit requisite supporting documents/documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
3. The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Purchase Committee.
4. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
5. The Purchase Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.1.10 Proposal opening

The Proposal submitted up-to **17:00 Hours on 03.02.2021** will be opened at **14:00 Hours on 04.02.2021** by the officer authorized by the Purchaser, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

3.1.11 Proposal validity

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the date of submission of the Proposal.

3.1.12 Proposal evaluation

I. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the in affirmatives detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:

- submitted in manner not conforming with the manner specified in the RFP document
- Submitted without appropriate EMD as prescribed here in
- received without the appropriate or power of attorney
- containing subjective/incomplete in formation
- submitted without the documents requested in the checklist
- non-compliant with any of the clauses stipulated in the RFP
- having lesser than the prescribed validity period.
- The EMD of all non-responsive bids shall be returned to the bidders.

II. All responsive Bids will be considered for further processing as below.

Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Purchaser according to the evaluation process define in this RFP document. The decision of the Purchaser will be final in this regard.

4. Qualification & Evaluation Methodology

4.1 Pre-qualification (PQ) criteria

The Bidder as well as the proposed methodology must possess the requisite experience, strength and capabilities to meet the requirements as described in the Bidding document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as pre-qualification criteria for bidder interested in undertaking the project.

S no	Eligibility Criteria	Documents Required
1	Bidder (Prime) and Consortium member (not more than one) must be incorporated or registered in India under the Indian Companies Act, 1956 (including Section – 25 of the Act) or Limited Liability Partnerships (registered under LLP Act, 2008) Society/Firm registered in India and operating for the last Five years in IT/ITeS Services as on 31.12.2020.	Bidder should submit the following for Prime bidder as well as Consortium partner: a) RoC b) Copy of GST Registration Certificate. d) Copy of PAN
2	The bidder as part of its proposal submission of an Earnest Money Deposit (EMD) of Rs. 5, 00, 00,000/- (Rupees Five Lac only) in form of Fixed Deposit Receipt/Bank Guarantee/Demand Draft from any of the commercial banks in favour of Managing Director, Madhya Pradesh State Tourism Development Corporation Limited, Bhopal.	1) Scan copy of EMD should be uploaded in e-Procurement portal along with actual online bid submission. 2) Original copy of EMD should be submitted to office specified in RFP between 11:00 AM to 3:00 PM before the last date of bid submission.
3	The Bidder (Prime) and Consortium partner shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of the bid.	Undertaking in this regard by the authorized signatory of the bidder
4	The Bidder (Prime) and Consortium partner should be an Information Technology / System Integrator with a registered office and operations in India. The Bidder (Prime) and Consortium partner should be operational in India for at least the last five financial years as of 31st March 2020.	Certificate of company registered in India by all consortium partners
5	The Bidder (Prime)/Consortium member should have a point of presence in M.P. or should open a Project Office within 30 days of receipt of Letter of Intent (LoI).	Relevant document proof for presence in M.P. OR An undertaking to this effect should be submitted by the bidder on its letter head.

S no .	Eligibility Criteria	Documents Required
6	<p>Turnover:</p> <p>a. In case of single bidder the average annual turnover should be Rs. 25 Crores in IT/ ITeS Services, during the last three financial years i.e., 2017-18, 2018-19 and 2019-20.</p> <p>ii. In case of consortium: The lead bidder should have average annual turnover of minimum Rs. 20 Crores and the consortium partner should have a minimum average turnover of Rs. 10 Crores in IT/ ITeS Services, during the last three financial years i.e., 2017-18, 2018-19 and 2019-20.</p> <p>Note: Turnover in areas other than mentioned above shall not be considered for evaluation</p>	<p>Bidder should submit the following:</p> <p>a) Copies of Certified audited Balance sheet/ Profit & Loss statement.</p> <p>AND</p> <p>b) Certificate from the statutory auditor/ Certificate from Chartered Accountant, clearly indicating turnover from IT/ITeS Services.</p>
7	<p>The bidder (Prime) and consortium partner should have positive Net Worth during each of the last three financial years 2017-18, 2018-19 and 2019-20.</p>	<p>Extracts from the audited Balance sheet and Profit & Loss Account; OR Certificate from the statutory auditor.</p>
8	<p>The bidder (Prime) or consortium should be an established Technology company/ IT System Integrator who should have completed/ ongoing IT System Integration Projects in State Government/ Central Government/ Semi Government/PSU/Other Government organizations in India in last five financial year i.e., 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.</p> <p>1. At least one of the projects should be an IT System Integration project of a value not less than Rs. 15 Crore OR.</p> <p>2. At least two (2) projects should be IT System Integration projects of a value not less than Rs. 8 Crore each OR</p> <p>3. At least three (3) projects should be IT System Integration projects of a value not less than Rs. 5 Crore each</p>	<p>Bidder should submit the following:</p> <p>i. Bidder should submit the PO / Work orders mentioning project value. ii. Project Completion Certificate from the client in case of completed projects.</p> <p>Ongoing Project with time involvement of more than 6 months would be considered for evaluation</p> <p>(Project of prime bidder or consortium partner can be submitted)</p>
9	<p>The Prime bidder or Consortium Partner must have been assessed and certified for ISO 9001:2008 OR CMMi Level 3 or above. The certificate should be valid as on the date of submission of the bid</p>	<p>Valid certificate needs to be attached.</p>

S no .	Eligibility Criteria	Documents Required
10	<p>The Prime bidder should have a minimum strength of 50 IT professionals with the Company.</p> <p>The consortium partner should have a minimum strength of 25 IT professionals with the Company.</p>	<p>Prime Bidder or/and Consortium partners should submit Self-certification by the authorized signatory with clear declaration of staff.</p>
11	<p>The Bid can be submitted by an individual company or a consortium.</p> <p>In case of consortium applicant, consortia shall submit a valid Memorandum of Understanding (MOU)/agreement.</p>	<p>“Consortium” shall mean more than one company which joins with other Companies of complementing skills to undertake the scope of work defined in this RFP. (Consortium allowed is One Member.)</p> <p>1. Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original.</p> <p>2. The MoU/agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.</p>
12	<p>A power of attorney / Board resolution in the name of the person signing the bid by Bidder (Prime) and Signed by all consortium partners. (In case of consortium, the members shall submit a power of attorney in favor of the lead member)</p>	<p>Power of attorney/Board resolution copy</p>
13	<p>The Prime Bidder or Consortium Partner should be an Authorized Partner of SAP. The Bidder should possess the authorization of SAP to supply customize, implement and support SAP solutions.</p>	<p>Partner Status certificate from SAP</p>

4.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical and Financial evaluations.

- a) Technical Proposal for only those Bidders who have been found to be in compliance with the Pre- Qualification Criteria would be taken up by the MPSTDC for further evaluation. The Bidders who do not meet the pre-qualification criteria will not be taken up for further evaluation.
- b) Only those Technical Proposal, wherein proposed solution complies with all the mandatory elements of the Functional and Non-Functional specification, shall be considered as responsive. Any Bidder whose solution fails to meet the mandatory specification shall be termed as non- responsive. The Bidder needs to provide

compliance to all the mandatory requirements as per format in the bid document

- c) The Evaluation Committee based on technical evaluation framework mentioned in the table below shall evaluate each proposal and give technical score as per the Technical criteria.
- d) MPSTDC shall invite each bidder to make a presentation at a date, time and locations determined by it. The purpose of such presentations and demonstration would be to allow the Bidders to present their proposed solutions, approach, maintenance plan, etc. to the MPSTDC along with the key points and strengths of their proposals. The MPSTDC would also be able to establish the capacity and capability of the operation plan proposed, previous experience and the verification of claims made in response to schedule of requirements by the Bidder.
- e) Bidder should submit the PO / Work orders as supporting documents required by clauses of "Technical Qualification Criteria" and "Pre-qualification (PQ) criteria". However, in-case of NDA inhibiting bidder to submit PO, bidder needs to submit the following. Certificate from the statutory auditor mentioning project value, scope of work, owner of executed project, location etc as required by corresponding clause. required, MPSTDC will ask for further details for clarification from bidders
- f) **In the technical evaluation, it is mandatory for the Bidder to score at least 70% of the marks to be qualified to participate in the Financial Evaluation. Those Bidders who fail to attain this minimum score shall be technically disqualified and shall not be considered for further evaluation.**

The details of technical evaluation parameters are provided below.

S.no	Parameter	Max Score	Documents required
1.	<p>The Prime Bidder or Consortium Partner should have experience of executing SAP Business One projects in State Government/ Central Government/ Semi Government/PSU/ Any other organizations in India</p> <ul style="list-style-type: none"> • 1-3 project – 5 marks • > 3 - 5 projects - 10 marks • > 5 projects -15 marks 	15	<p>Bidder should submit the following:</p> <p>a) Bidder should submit the PO / Work orders for ongoing projects.</p> <p>b) Project Completion Certificate from the client in case of completed projects</p> <p>Ongoing Project with time involvement of more than 6 months would be considered for evaluation</p>
2.	<p>The Prime bidder or consortium partner should possess certifications on CMMi, evidence to be submitted in the form of certificate copy</p> <ul style="list-style-type: none"> ▪ ISO 9001:2008 or CMMi- Level 3 Certification – 5 marks ▪ CMMi- Level 4 Certification – 8 marks ▪ CMMi- Level 5 Certification – 10 marks 	10	<p>Copy of valid certificate from the issuing authority needs to be attached.</p>

3.	<p>The prime bidder or consortium partner should have completed/ ongoing IT System Integration Project in India in last five financial years i.e., 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.</p> <ul style="list-style-type: none"> • One IT System Integration project of a value more than Rs. 5 Crore – 3 marks • One IT System Integration of a value more than Rs. 8 Crore – 6 marks • One IT System Integration project of a value more than Rs. 15 Crore – 10 marks 	10	<p>Bidder should submit the following:</p> <p>a) Bidder should submit the PO / Work orders for ongoing projects mentioning project value.</p> <p>b) Project Completion Certificate from the client in case of completed projects</p> <p>Ongoing Project with time involvement of more than 6 months would be considered for evaluation</p>
4.	<p>The prime bidder or consortium partner should have completed/ ongoing SAP implementation project in any State Government/ Central Government/ Semi Government/PSU/Any other organization in India in last 5 financial years with rollout in multiple locations as on the date of submission of the bid.</p> <ul style="list-style-type: none"> ▪ >=25 to <=50 locations – 8 marks ▪ >=51 Locations – 15 marks 	15	<p>Bidder should submit the following:</p> <p>a) Bidder should submit the PO / Work orders for ongoing projects mentioning no. of project locations.</p> <p>b) Project Completion Certificate from the client in case of completed projects.</p>
5.	<p>Proposed On-site Team profile for project:</p> <p>1. Project Cordinator-4 marks</p> <p>B.Tech / B.E./MCA - 1 marks Project Management Certificate – 1 mark e-Governance project management experience more than 10 years – 2 marks</p> <p>2. Functional Finance Expert- 3 marks</p> <p>CA/ MBA Finance - 2 marks Experience of handling Accounting and Business Finance in any organization for more than 5 years – 1 mark</p> <p>3. Functional SAP Finance Support- 2 marks</p> <p>MBA Finance - 1 marks Experience of SAP Finance Support in any organization for more than 3 years – 1 marks</p>	15	<p>CV as per the format given in the annexure</p>

	<p>4. SAP Administrator- 2 marks</p> <p>BE / MCA - 1 marks Experience of maintaining SAP Business One Admin for more than 5 years – 1 mark</p> <p>5. Quality Assurance Consultant - 2 marks</p> <p>BE / MCA / Masters in IT - 1 marks</p> <p>Experience in testing, and auditing of large sized transaction-based systems e-Governance systems more than 3 years– 1 mark</p> <p>6. Technical Integration Consultant - 2 marks</p> <p>BE / MCA / Masters in IT - 1 marks</p> <p>Experience in integration of complex third-party system such as banking domain, online retail channels system having more than 5 year’s exp – 1 mark</p>		
6.	<p>Project Plan</p> <ul style="list-style-type: none"> i. Comprehensiveness of the project plan – 4 marks ii. Activities, sequencing, dependencies among activities - 3 marks iii. Resource planning, allocation and loading – 4 marks iv. Risk Management & Mitigation plan and Exit plan – 4 marks 	15	Bidder has to provide L2/L3 level work break down structure (WBS), clear baselines/ timelines, defined resources, roles & responsibilities along with a write-up of project.
7.	Every bidder will be given a time of 60 minutes to demonstrate the tools, components and resources proposed for implementing the project.	20	Demonstration of operation and maintenance activity along with resource profile for proposed operation and maintenance of project.
	Total marks	100	

4.3 Commercial Bid Evaluation

- i. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- ii. The commercial bids for only those bidders will be opened who have qualified the technical evaluation and reviewed to determine whether the commercial bids are substantially responsive.
- iii. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- iv. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- v. Any conditional bid would be rejected
- vi. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.
- vii. The commercial bids for technically qualified bidders will be evaluated as per the evaluation criteria mentioned below.
- viii. Formula for evaluation of the financial proposal **Fscore = 100 x (Fmin / Fbid)**

Where,

Fmin is the lowest evaluated price proposal **Fbid** is the proposal quoted

Fscore is the final financial score calculated for the proposal

4.4 Final Evaluation of Bids using QCBS (Quality cum Cost Based Selection)

- a. The Bids received will be evaluated using Quality cum Cost Based Solution (QCBS), giving 70 percent weightage to the Technical Score and 30 percent weightage to the Price Score.
- b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-
$$B_n = 0.70 * T_n + 0.30 * F_n$$

B_n = overall score of Bidder
 T_n = Technical score of the Bidder (out of maximum of 100 marks)
 F_n = Normalized financial score of the Bidder
- c. In the event the bid composite bids cores are ‘tied’, the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

5 Appointment of Systems Implementation Agency/Partner

5.1 Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. **Award of the contract shall be**

made to the bidder with the highest overall score (Bn).

5.2 Right to Accept Any Proposal and To Reject Any or All Proposal (s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

5.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process/ public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

5.4 Performance guarantee

On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 percent of the total contract value, on or before the signing of the subsequent contract, typically within 15 days from notification of award, unless specified to the contrary (Performance Guarantee). In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Appendix III. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms if any.

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

5.5 Signing of contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter in to a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

5.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms &

Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

Successful Bidder will have to agree to all the terms and conditions mentioned in this RFP. However, suggestions relating to amendments in the stated agreement clause or new clauses proposed to be incorporated by the successful bidder would be given due consideration and the decision of MPSTDC in this regard would be final. PBG/EMD will not be forfeited.

6. Scope of Work

In this Section, Scope of work is detailed out as follows:

6.1 Detailed Scope of work:

6.1.1 To maintain comprehensive SAP Business One (SAP B1 10 PL03) Landscape for MPSTDC platform as per functional/Non- functional scope listed out below. Total 144 SAP License were procured, out of which 131 Professional, 10 Limited and 3 SAP CCO are currently in use in MPSTDC.

Functional Module	Description
Accounts	<ul style="list-style-type: none"> Sales Advance Received by Other Branch •GST Liability Shifted to HO •GST Liability Received by HO •Expenses Incurred by branch on behalf of other •Cash Transferred by One Branch to Other •Cash Received by One Branch to Other •Booking Transfer from One Branch to Other •Transfer Booking Received from One Branch to Other •Asset Transferred from One Branch •Asset Received by Other Branch •Adjustment Entries •Advance Given to Employees •Advance Recovered from Employees •Salary Paid to Employees •Adjustment of Expenses from advances •PF ESIC, Other Benefits Deducted •PF ESIC, Other Benefits Contributed •PF ESIC, Other Benefits paid •Employee Advance & Recovery management •Medical •Festive •Grain •Temporary Advance •All the Entries shall be posted from channel manager through API, in absence of them shall be facilitated through excel, taking care of all Accounting and financial impacts. This shall be facilitated Bill by bill •Budget Management •Fixed and Variable •Deviation and analysis •Target Management
Assets	<ul style="list-style-type: none"> •Purchase •Capitalization •Depreciation •Retirement
Banking	<ul style="list-style-type: none"> •Amount Received from Customer (Cash, Cheque, Transfer)

	<ul style="list-style-type: none"> •Amount Received from Vendor (Cash, Cheque, Transfer) •Amount Received on Account (Cash, Cheque, Transfer) •Amount Paid to Customer (Cash, Cheque, Transfer) •Amount Paid to Vendor (Cash, Cheque, Transfer) •Amount Paid on Account (Cash, Cheque, Transfer) •Cheques , Cash Deposited to bank •Bank Reconciliation •OTA (Online Travel Agent) •Payment Gateways (Bill Desk and Others from time to time) •Amount Received as Deposits •Amount of Deposit Returned
Grant Management (Non-SAP Module)	<ul style="list-style-type: none"> •Recording Amount Sanctioned for Project •Recording Amount Received against Sanction Amount •Outward Transfer of Grant from one Branch •Inward Transfer of Grant from Other Branch •Payment Against a Work Order From Branch •Capitalization of assets created •Transfer from One Grant to Other •Transfer from Revenue to Grant
Transport Module (Non-SAP Module)	<ul style="list-style-type: none"> •Duty Slip •Vehicle as Cost center •Vehicle wise Expenses •Sales Invoice • Vendor Management •Tariff Management
Inventory	<ul style="list-style-type: none"> •Inventory Transferred From One Branch •Inventory Received by Other Branch •Food Cost Report
Property/ Region / MO Accounting	<ul style="list-style-type: none"> •Advanced Paid •Purchase Bills •Advance Refunded •Credit Note With Quantity •Credit Note W/o Quantity •Debit Note With Quantity •Debit Note W/o Quantity •Sales Invoice •Advanced Received
Water Sports	<ul style="list-style-type: none"> •Sanction order •Budget Management •Cost Center •List of Assets •License Management •Purchase of various Assets
Estate Management	<ul style="list-style-type: none"> •Sanction order

	<ul style="list-style-type: none"> •Case Wise Project and Activity management •Property Rent Management •Database management Area, land Details, rent etc •Lease of Space for ATM/ Shop etc. •Lessee wise accounts maintenance •Legal Register Property wise
Integration	<p>a. Point of Sales</p> <ul style="list-style-type: none"> •End to End Integration with POS running in Properties •Master Management •Price List Management •Inventory Management •Check In – Check Out •Push to Room
SAP CCO	<ul style="list-style-type: none"> •End to End Integration with SAP CCO running in Properties (2-3 properties on testing basis) •Master Management •Reports and Analysis •Development and Maintenance of Add-ons over CCO •Integration of All three modes (Retail, Dine in, Kisoks) •Online + Offline
Online Travel Accounting	<ul style="list-style-type: none"> •Online Travel Agent Automatic Document Creation •Advance •Cancellations •Debit. Note •Credit. Note •Transfer Booking •Bill reconciliation •All Statutory and taxation Compliances and Reconciliation
Bank Integration	<ul style="list-style-type: none"> •QR Code and Digital Signature •Bank Reconciliation •Incoming Payment Automation •Outgoing Payment Automation •Host to Host Banking •Bank Transfers •Parent Child Accounts
Power BI Integration	<ul style="list-style-type: none"> •Creation and Maintenance of New Dashboards •Analytic Dashboard Creation at different Reporting level
Data Processing	<p>Inter Units Accounts</p> <ul style="list-style-type: none"> •Advances •Balances •DSSR •Cancellations •Credit Notes

	<ul style="list-style-type: none"> •Transfer •Stock Movement •Transfer Booking
Banking	Payment Gateway Bank Channel manager POS
Payroll	<ul style="list-style-type: none"> •Payroll Software integration •Account reconciliation •Masters •Payment •Integration

6.1.2 Non-Functional requirements

Non-Functional Parameters	Description
Scalability	<p>The current architecture take care of high volume critical transactions</p> <p>SAP Data is deployed at State Data Center, GoMP to accommodate maximum user concurrency and a compliance as per GoMP security policy</p>
Availability	Application availability is as per SLA.
Extensibility	The design of the software allows for easy addition of new functionality. This extension of functionality or features is available with minimal changes to the existing software.
Interoperability/ Compatibility for data exchange	The developed application is able to integrate or exchange data with other applications.
Performance	The performance of the application is monitored ongoing basis with the help of State Data Center. This help to forecast the traffic/data load for the future. This also serve as input to scale up the existing infrastructure.
User Friendly GUI	The GUI of the application is user friendly, intuitive and rich with features.
Security	<p>Security architecture of current solution is as below:</p> <ol style="list-style-type: none"> a. User Level Security: Restricted areas of the application accessible through pre-defined user access rights. b. Application-Level Security: Role based access, user-session, encryption of user credentials and storing of user credentials for external and internal users in separate repositories. c. Network Level Security: Network traffic is crypted using SSL

Role Based Access Management and Data Access Restrictions	System functionality access provide at the role and location level In order to restrict the information access, system ensure user have access to the information he/she is entitled to

6.1.3 Specific Requirement

1.The successful bidder shall provide contact numbers, email addresses, escalation matrix of a dedicated support team. MPSTDC shall be kept informed well in advance in case any changes are being made in the contact details.

2.Project co-coordinator of successful bidder shall submit detailed documentation (e.g., Technical documents, configuration documents if any) for each resolved issue to MPSTDC SPOC.

3.The successful bidder shall apply the necessary applicable SAP patches, notes and releases after proper testing, in entire MPSTDC SAP landscape.

4. a)For changes pertaining to completely new processes, or any new developments etc., the total efforts (man days) required for the change requests will be mutually agreed by both the successful bidder and MPSTDC. If the total efforts required are less than 5 man days, then the successful bidder will implement the change free of cost. In case of changes requiring efforts more than 5 man days MPSTDC will obtain a internal committee approval for the financial implication to carry out the changes.

The financial implication will be calculated by reducing the agreed effort by 5-man days and then multiplying the balance man days with the rate (per man days) quoted in the commercial bid by the successful bidder.

5.The consultants of the successful bidder will bring their own required devices (Laptops etc duly vetted and authorized by MPSTDC IT team) while based out of MPSTDC head-office.

6.The successful bidder shall submit all the necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes, Test scripts, Unit test plans, System Test plans etc) for any changes they perform in the system. All these documents should be approved by MPSTDC.

7.The successful bidder should also carry out Code review, SIT of the process / module (including co-ordination with other vendors), Unit testing, functional testing of components etc. They will also be responsible for conducting the User acceptance testing for the same where the users will participate.

8.MPSTDC may ask the consultants of the successful bidder to provide awareness for some processes to the users as per the requirement.

9.The SAP Administrator of the successful bidder will perform all type of monitoring and administrative activities like restarting SAP servers, maintenance of system configuration, administration for Browser-Based User Dialogs, User Administration, Creating and maintaining RFC Connections, Administration and maintenance for External Communication, Schedule Background Tasks, Printer and spool administration / maintenance, Administration and maintenance of Transport Management System, System Monitoring and Trouble Shooting, Setting Up an SAP System Landscape, SLD monitoring, Exporting/importing Transport Requests, ,

System Workload Analysis, System trace monitoring, Performance Analysis, SAP Memory Management , System Load Verification, Expensive SQL Statements Analysis, SAP Table buffering, Database Overview and monitoring, DB Monitoring Tools, Recovery, DBA activity through BR* Tools, RESTORING a BACKUP without any additional cost to MPSTDC.

10. The successful bidder shall prepare weekly/monthly status reports and submit to MPSTDC. The project manager of the Successful bidder will prepare the presentation for the steering committee meeting and present the same to MPSTDC management. A senior representative of the successful bidder will attend all the steering committee meetings to be held at MPSTDC.

11. The successful bidder will follow INFORMATION TECHNOLOGY INFRASTRUCTURE LIBRARY (ITIL) Framework for support and PROJECT MANAGEMENT INSTITUTE (PMI) methodology for project related activities during the support period.

12. The successful bidder shall interact with other product (like channel manager Djubo, HDFC Bank) vendors / support vendors for system related issues in co-ordination with MPSTDC.

13. The team of successful bidder shall take up any SAP product level issues with SAP AG through SAP market place and shall also follow up on the same for quick resolution.

14. The successful bidder will follow the holiday calendar of MPSTDC. They should deploy onsite support team during the MPSTDC working days from Monday to Saturday (9:00 AM to 6:30 PM). The vendor team as per situations has to work late after working hours and attend issues on weekends/holidays as and when required without any additional cost to MPSTDC.

15. Successful bidder shall keep each & every record, logs of the proceedings of each phases of the project in writing to avoid any debatable issues of delaying the project on accounts of reasons attributable to both the sides i.e. SI as well as client.

16. MPSTDC has a small team of IT persons whose capacities have been built to some extent. Successful Bidder shall have to evaluate them and further train, build, handhold the in- house teams and groom to utilize their capacity on the job, right from the day one of the maintenance support so that some part of maintenance support can be handled by them for which necessary access in the system shall be given to them. However successful bidder shall carry overall responsibility.

17. Successful bidder shall submit certificate from IT Head MPSTDC, the Helpdesk ticket analysis with all status, Change Request status and status of all service requests logged with OEM SAP for every month with a presentation and any other issues if bidder wants to address in a bimonthly meeting with IT Head MPSTDC. Additionally, successful bidder may share their comments on quality of tickets, any major issues encountered & resolved, operational difficulties and adoption of best practices to help in reducing the tickets volume further.

Successful bidder shall obtain compliance to SLA regarding applications and Database certified from MPSTDC. A bimonthly meeting of IT Head MPSTDC, Module owners would be held at MPSTDC, Bhopal on a regular basis. Minutes of meeting (MoM) shall be drawn and it would serve the basis for releasing maintenance support charges for the months involved to the successful bidder.

Penalties if any for Monthly Maintenance Support charges shall be as per SLA mentioned in succeeding paras.

MPSTDC will waive off the penalty if delay is due to reasons beyond the control of Vendor OR delay is from MPSTDC side. During Maintenance Phase, yearly penalty capping would be maximum of following.

1) 5% of total contract value.

b. Privacy and Security Safeguards.

i. Selected bidder to ensure that the data is encrypted as part of a standard security process for highly sensitive content or choose the right cryptographic algorithms evaluating security, performance, and compliance requirements specific to their application and may choose from multiple key management options.

ii. Selected bidder to notify the agency promptly in the event of security incidents or intrusions, or requests from foreign government agencies for access to the data, to enable the agency to manage these events proactively.

iii. The Selected bidder shall ensure that all the storage blocks or multiple copies of data if any are unallocated or zeroed out by the IAs so that data cannot be recovered. If due to some regulatory reasons if it is required to securely decommission data, departments can implement data encryption at rest using departments managed keys, which are not stored in the cloud. Then customers may delete the key used to protect the decommissioned data, making it irrecoverable.

iv. The Selected bidder shall report forthwith in writing of information security breaches to the MPSTDC by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.

v. The Selected bidder undertakes to treat information passed on to them under this Agreement as classified. Such Information will not be communicated / published / advertised by the IA to any person/organization without the express permission of the MPSTDC.

c. Confidentiality

i. The Selected bidder shall execute non-disclosure agreements with the MPSTDC with respect to SAP Business One System Project. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- information already available in the public domain;
- information which has been developed independently by the Implementing Agency;
- information which has been received from a third party who had the right to disclose the aforesaid information;
- information which has been disclosed to the public pursuant to a court order.

ii. The Subcontractors will be permitted to obtain customer data only to deliver the services the Selected bidder has retained them to provide and will be prohibited from using customer data for any other purpose. The Selected bidder remains responsible for its subcontractors' compliance with Implementing Agency's obligations under the Project. IA has to sign NDA (Non-Disclosure Agreement) with MPSTDC and all representatives of IA, who are working in this project has to sign it.

6.3.2 Audit Trail and Governance Requirements

The Selected bidder shall implement the audit trail & compliance features to enable it to monitor the provisioned resources, performance, resource utilization and security compliance:

a. View into the performance and availability of the cloud services being used, as well as alerts that are automatically triggered by changes in the health of those services.

b. Event-based alerts, to provide proactive notifications of scheduled activities, such as any

changes to the infrastructure powering the cloud resources.

c. System-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources.

d. Review of auto-scaling rules and limits.

e. Logs of all user activity within an account. The recorded information should include the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the cloud service. This is required to enable security analysis, resource change tracking, and compliance auditing.

f. Ability to discover all of the provisioned resources and view the configuration of each. Notifications should be triggered each time a configuration changes, and Agencies should be given the ability to dig into the configuration history to perform incident analysis.

g. Monitoring of cloud resources with alerts to customers on security configuration gaps such as overly permissive access to certain compute instance ports and storage buckets, minimal use of role segregation using identity and access management (IAM), and weak password policies.

h. Automated security assessment service that helps improve the security and compliance of applications deployed on cloud by automatically assessing applications for vulnerabilities from best practices. After performing an assessment, the tools should produce a detailed list of security findings prioritized by level of severity

6.4. Exit Management / Transition-Out Responsibilities

Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of MPSTDC. It is the prime responsibility of Selected bidder to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded.

The responsibilities of Selected bidder with respect to Exit Management / Transition-Out services on cloud include:

a. Provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of MPSTDC.

b. Support MPSTDC in migration of the VMs, data, content and any other assets to the new environment created by State Data Center, GoMP or any Agency (on behalf of MPSTDC) on alternate cloud Implementing Agencies offerings to enable successful deployment and running of the MPSTDC's solution on the new infrastructure by providing a mechanism to MPSTDC for the bulk retrieval of all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to MPSTDC supplied industry standard media.

c. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with MPSTDC.

d. Ensure that all the documentation required by MPSTDC for smooth transition including configuration documents are kept up to date and all such documentation is handed over to MPSTDC during regular intervals as well as during the exit management process.

e. Shall not delete any data at the end of the agreement without the express approval of MPSTDC and until it is properly transitioned/ migrated to other competent environment as decided by MPSTDC.

f. Once the exit process is completed, remove the MPSTDC's data, content and other assets from

the cloud environment and certify that the VM, Content and data destruction to MPSTDC as per stipulations and shall ensure that the data cannot be forensically recovered.

g. There shall not be any additional cost associated with the Exit / Transition-out process.

6.5. Training of all the MPSTDC participants in using the application.

- i. The Service Provider shall train all participants of MPSTDC's where the SAP Business One is adopted, so that every participant is able to operate the application for its business requirement.
- ii. The Department may request the Service Provider to repeat training sessions of all its participants, if in its opinion the training provided is inadequate and the Service Provider shall conduct repeat sessions without any additional charge.
- iii. Support Services shall include assistance to MPSTDC staff and officials to help run the application smoothly and assist in system configuration, troubleshooting problems, discuss and evaluate changes and enhancements, help identify bottle necks in operations and improve processes.
- iv. Training of staff is essential for ensuring that the software developed is actually put to use. Hence, the selected bidder shall also ensure a proper hands-on training to the designated end-users on the Website and developed application.
- v. Training could have multiple sessions as per the need and requirement of the project/application. Hence, SI shall conduct Training Needs Analysis of all the concerned staff and drawing up a systematic training plan. The training duration should be sufficiently long for effecting meaningful assimilation of training content by an average user. There should be sufficient number of trainers in every training session for conducting the training program.
- vi. The content of the training plan and schedule shall be mutually decided by the MPSTDC and the selected bidder later at an appropriate time period.
- vii. Retraining the staffs whenever significant changes are made in the application and/or personnel.
- viii. The bidder shall take training feedback from the trainees.
- ix. In case more than 30% of the respondents suggest that the training provided to them was unsatisfactory or less than satisfactory, then SI would re-conduct the same training at no extra cost.

Training and capacity building of staff of MPSTDC is an important aspect of this Project. The Selected bidder has to undertake it in a very professional manner. The Selected bidder must impart training to the personnel identified by the Client, in the operation of the software, generation of MIS reports and maintenance of user Logins etc at MPSTDC level. The Selected bidder has to conduct a proper Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. For all these training programs the bidder has to provide necessary course material and reference manuals (user/maintenance/ administration).

Third Party Audit (TPA)

The Client will undertake various 3rd party audits including Security audits. Bidder should be responsible to fix any issues / bugs that may arise during these audits.

The audit may cover one or more of the following aspects of the project: -

- Vulnerability Assessment of the critical servers and network devices
- Penetration testing of the systems and networks (External and Internal)

- Application Security Assessment
- System Performance Testing/ Monitoring
Review and Assessment of Security Policies

6.6. Handholding support.

- The Selected bidder shall place a central support team at Bhopal along with Helpdesk.
- The Selected bidder shall depute support executive as directed in RFP.

6.7. Customization and Software Support Services

Operation

- i. All days in calendar year except MPSTDC holidays.
- ii. Configuration and business rules changes may have to be carried out from time to time. The Department shall notify the Service Provider about the planned configuration and business rules changes and the time with in which such changes would have to be carried out. The Service Provider shall evaluate the impact of such changes and suggest corrective and/or preventive actions so that operations and reports related to pre and post rule change scenarios are not affected. The Department shall consider the corrective and/or preventive actions suggested by the Service Provider and convey its approval with such modifications as it may deem it necessary and the Service Provider shall carry out planned configuration and business rules changes within the time allowed.
- iii. The Service Provider shall set-up and operate performance assessment of the applications on a regular basis. It shall maintain and monitor error logs regularly. Exceptions in performance error or logs shall be submitted every week to the Department, along with root cause analysis of the errors and corrective actions.

Fault Handling

- i. Fault handling has to be within SLA prescribed.
- ii. All major, minor and critical fault has to be recorded appropriately. Occurrence of a critical and major fault shall be reported to the Department within 10 and 60 minutes respectively of the occurrence through telephone and/or a SMS and shall be followed by an email message.

Maintenance

- i. The Service Provider shall upgrade the code base to ensure that it is compatible with Google Chrome/ Mozilla Firefox browser in the market.
- ii. The Service Provider shall maintain system documentation, including change requests, impact analysis, bug tracking and testing reports, incident reports and service level reports. All reports shall be maintained in a format and manners as to be audited by a third party.
- iii. The Service Provider shall carry out historical data archiving and hand over copies of archived data to the data centre specified by Department for archiving. It shall restore archived data and generate reports on archived data as per requirement that

may arise from time to time.

- iv. The Service Provider shall, if so required, prepare ad-hoc reports and data analysis where standard reports are not available
- v. The Service Provider shall maintain application deployment specifications for all instances of the SAP Business One application.
- vi. The Service Provider shall analyse data requests from the Implementing Agency, identify frequent data requests and pro-actively create reporting tools for such frequent data requests.
- vii. Change Requests/Modifications. The number of modifications or enhancements to the SAP Business One that can be demanded by the Department shall not be subject to any limitation.

7. Key Personnel

1. The evaluation of the resources should be limited to the key personnel, who would work on the project.
2. In-case the RFP process is completed as per time lines, the Bidder shall make available all the resources identified as Key resources for the project.
3. In case the RFP process is delayed beyond one month as per original timelines, then, the Selected bidder would be entitled to propose equivalent or better resources to the Purchaser on or before contract execution.

7.1 Positions identified for Key personnel

1. Project Coordinator-1
2. Functional Finance Expert- 1
3. Functional SAP Finance Support- 1
4. SAP Administrator- 1
5. Quality Assurance Consultant - 1
6. Technical Integration Consultant – 1

Apart from above, Two Technical Support Executive will be deployed at MPSTDC, head quarter having exposure to SAP Business One Application with one year of experience. MPSTDC hold the right to decide on resource deployment time.

7.2 Initial Composition; Full Time Obligation; Continuity of Personnel

- a) SI shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
- b) SI shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in SI employment.
- c) SI shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from Purchaser that would have the same effect):
 - (i) unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - (ii) without Purchaser's prior written consent.
- d) SI shall promptly notify Purchaser of its intention to re - hire any member of the Key Personnel who had resigned from SI in the previous 3 month period. Purchaser shall have the right to request that any member of the Key Personnel who resigns and is re -hired by SI within 3 months of the resignation date be re -assigned to the provision of the Services.

7.3 Evaluations

- a. SI shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. SI shall provide reasonable written notice to Purchaser of the date of each evaluation of each member of the Key Personnel and Purchaser shall be entitled to provide SI with input for each such evaluation.

- b. SI shall promptly provide the results of each evaluation to Purchaser, subject to Applicable Law.

7.4 Replacement

- a) In case the resource has resigned then the Bidder has to inform within one week of such resignation.
- b) SI shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 30 days, subject to reasonable extensions requested by SI to Purchaser.
- c) Before assigning any replacement member of the Key Personnel to the provision of the Services,
- d) SI shall provide Purchaser with:
 - (i) A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Purchaser; and
 - (ii) An opportunity to interview the candidate.
- e) The Bidder has to provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document. Once this is confirmation, the Purchaser shall conduct an interview of the candidate and notify SI within ten days after its interview (or if Purchaser does not request an interview within ten working days after SI has provided the information, then it would be deemed as accepted).
- f) If Purchaser does object to the appointment, SI shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.
- g) The Bidder has to ensure at least 4 weeks of overlap period in such replacements

7.5 High Attrition

If in the first 6 month period from the Contract Effective Date or in any rolling 12 months period during the Term, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with Purchaser prior written consent, SI shall:

- i. provide Purchaser with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by SI with any departing member of the Key Personnel; and
- ii. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel.

8. Deliverables & Timelines

S. No.	Activity	Timelines in days	Cumulative Timelines
1	Signing of contract	1	T
2	Team deployment	7	T+7
3	Take over from existing agency	15	T+22
4	Handover and Takeover Report	7	T+30
5	Monthly report	30	Every month end

Other deliverables:

- (a) Weekly reports on Issue Analysis, resolved and pending activities.
- (b) Monthly review report on the issues resolved and Details of Changes handled, etc.
- (c) Minutes of Meetings for all the meetings with the users, vendors and other stake holders.
- (d) Knowledge database building through Solution Manager for the issues being resolved.
- (e) All documentation involved in Change Management Process defined in the Scope.
- (f) Business blueprint, Configuration documents, Functional Specification Document, Technical Specification document, source code wherever there is a change.
- (g) Scheduling and documentation of Technical support activities on SAP servers (Development, Quality and Production).
- (h) Monthly updated Support team details and escalation matrix with responsibilities during business hours and after office hours including weekends should be submitted.
- (i) User Manuals and Training documents for newly implemented processes or for any changes in the existing processes.

NOTE:

- i. **Central Support team will be deployed from the day one of the project with helpdesk support team**
- ii. **MPSTDC hold the right to decide on resource deployment time**

9. Service Level Agreement

I. SLA section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by Bidder shall be reviewed by MPSTDC that shall:

- Regularly check performance of the Bidder against this SLA.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

The SLAs defined are indicative that can be modified by MPSTDC based on the technical presentations and other aspects at the time of signing of agreement with the selected System Provider. The SLA has been logically segregated in the following categories:

Operational SLA – Operational SLA is applicable during the operations phase.

Helpdesk SLA – SLA applicable for Helpdesk.

- i. The Selected bidder has to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. during operation and maintenance phase. The Selected bidder has to supply appropriate software/hardware/ automated tools as may be required to monitor and submit reports of all the SLAs mentioned in this section.
- ii. The Service Level parameters shall be monitored on a periodic basis, as per the individual parameter requirements. SI shall be responsible for providing appropriate web based online SLA measurement and monitoring tools for the same. SI shall be expected to take immediate corrective action for any breach in SLA. In case issues are not rectified to the complete satisfaction of MPSTDC, within a reasonable period of time defined in this RFP, then the MPSTDC shall have the right to take appropriate penalizing actions, or termination of the contract.
- iii. Support request (either ticket or CHANGE REQUEST (CR)) will be reported to successfully bidder via call/e-mail/fax/letter by GIPCL indicating urgency level.
- iv. Delay attributable to MPSTDC like delay in providing input / testing feedback / decision will not be counted while arriving at resolution time of any ticket.
- v. The response time, resolution time & subsequent penalty applicable (in case of failure of maintaining the ticket resolution time) for tickets raised, is given in detailed in section below.

9.1 SLAs and applicable penalties of Helpdesk and Manpower Setup

S/N	Activity	Penalty for Delay
1	Helpdesk setup	Rs.10000 for the delay per week or part thereof for the delay.
2	Manpower deployment	Rs.10000 for the delay per week or part thereof for the delay

9.2 SLAs and applicable penalties for Maintenance Phase

SLA should be measured wise. Vendor has to produce various system generated report while payment to be done quarterly.

1) For Software Application

Activity	Expected Performance	Penalty for Delay
Application-Uptime	>=98% measured on quarterly basis	Up to 98% no penalty
	Less than 98% and more than and equal to 95%	Rs. 50,000 shall be deducted from quarterly payment
	Less than 95% and more than and equal to 90%	Rs. 1 Lacs shall be deducted from quarterly payment
	Less than 90% and more than and equal to 85%	Rs. 2 Lacs shall be deducted from quarterly payment
	Less than 85%	Rs. 5 Lacs shall be deducted from quarterly payment

Penalty will be deducted from Quarterly Payment to be made for operation and maintenance at the end of the quarter.

2) For Helpdesk

S. No.	Indicative SLA Parameter	SLA Target Uptime
1	Resolution of the Complaint at Helpdesk	Within 4 Prime Business Working hours

9.3 SLA Terms and Definitions

S. No.	SLA Terms	Description
1	Prime Business Working Hours (PBH)	PBH shall be typically starting from

		09:00 AM hrs till 18:30 (PBH) hrs (excluding government holiday) or any other period as be defined by MPSTDC
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Measurement of SLA: - The Measurement of SLA parameters shall be decided by MPSTDC

The SLAs should indicate on the following parameters.

- i. Availability all hardware (if any) and software.
- ii. Complete details including the resolution time of all call logged at Helpdesk
- iii. Proper call monitoring process
- iv. Progress reports, MIS reports from Helpdesk

10. Penalties

The bidder shall be paid quarterly invoice amount after calculating penalties (if any) as per the following table given below:

Parameter	Availability during working hours	Penalty
Resolution of the Complaint at Helpdesk	Within SLA	Nil
	From 4 Prime Business Working hours upto 8 Prime Business Working hours	Rs. 250 per complaint from the quarterly invoice amount for O&M at office level
	From >=8 Prime Business Working hours upto <=12 Prime Business Working hours	Rs. 500 per complaint from the quarterly invoice amount for O&M at office level
	Beyond >12 Prime Business Working hours	Rs. 2000 per complaint from the quarterly invoice amount for O&M at office level

10.1

Service Level Agreement and Applicable Penalties for Maintenance phase		
Activity	Expected Performance	Penalty for Delay
Resolution time for Application	<=8 Prime Business Working hours of resolution time.	Rs 500/- per hour for every hour of downtime beyond the period allowed under uptime
	<=16 Prime Business Working hours of resolution time.	Rs 2000/- per hour for every hour of downtime beyond the period allowed under uptime
	<=24 Prime Business Working hours of resolution time.	Rs 3,000/- per hour for every hour of downtime beyond the period allowed under uptime
	<=32 Prime Business Working hours of resolution time.	Rs 10,000/- per hour for every hour of downtime beyond the period allowed under uptime

	Beyond 32 Prime Business Working hours of resolution time.	Replacement of hardware(if any)
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Here, 1 day is to be considered from 08:00 am to 08:00 pm and penalty would be calculated accordingly on per hours basis and will be deducted from the quarterly payment

10.2 For Manpower deployment

If any the deployed resources is found to be absent without prior permission at the location, then a penalty of Rs. 500/- per absent day per resource will be levied which would be deducted from the quarterly payment made for Manpower Charges.

Note:

- i. SI has to measure the SLA quarterly with using SLA measurement tool and submit the system generated report to MPSTDC for the quarterly payment.
- ii. The SLAs would be monitored on quarterly basis, and the bidder shall submit SLA compliance reports along with the quarterly invoices.
- iii. “Resolution Time” shall mean the time taken (after the incident has been reported to the SPOC), in resolving (diagnosing, troubleshooting and fixing) getting the confirmatory details about the same from the Vendor and conveying the same to the end user), the services related troubles during the first level escalation.
- iv. “Uptime” shall mean the time period for which the specified services / components with specified technical and service standards are available to the users of the application. Uptime, in percentage, of any component (Non IT & IT) can be calculated as:
- v.
$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$
- vi. “Downtime” shall mean the time period for which the specified services / components with specified technical and service standards are not available to the users and excludes the scheduled outages planned in advance for SDC.

11. Payment terms

S. No.	Project Activity	Payment Terms
1	Central Support team and Help Desk team	Payment for the manpower deployed shall be paid Quarterly
2	License Cost	100% on the receipt of the license

Note:

1. Expenses towards any travel related to project done by the team members shall be paid based on the MPSTDC policy on submission of original bills
2. Payment towards any change request in the application shall be mutually decided upon the change request man-month rate based on quoted rates as per the nature of changes required in the application software.
3. Taxes: The taxes would be paid at the prevalent rates.

12. Fraud and Corrupt Practices

- a. The Bidders/ Bidders and their respective officers, employees and advisers shall observe the highest standard of ethics during the Selection Process. Not with standing anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner what so ever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre -estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- b. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

13. Conflict of Interest

- a) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter-alia, the time, cost and effort of the Purchaser including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Purchaser here under or otherwise.
- b) The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to their clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
- c) Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons

shall be computed as follows:

- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be under taken on
 - a proportionate basis; provided, however, that no such shareholdings shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- i. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - ii. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts in a position to have access to each others’ information about, or to influence the Application of either or each of the other Bidder; or
 - iv. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - v. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d) An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction here in shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

14. Limitation of Liability

Limitation of Implementation Agency's Liability towards the Department:

1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
2. Except in case of gross negligence or wilful misconduct on the part of the Implementation Agency or on the part of any person or company acting on behalf of the Implementation Agency in carrying out the Services, the Implementation Agency, with respect to damage caused by the Implementation Agency to Department property, shall not be liable to Department:(i) for any indirect or consequential loss or damage; and(ii) for any direct loss or damage that exceeds (A) the total payments payable under the Contract to the Implementation Agency hereunder, or (B) the proceeds the Implementation Agency may be entitled to receive from any insurance maintained by the Implementation Agency to cover such a liability, whichever of (A) or (B) is higher.
3. This limitation of liability shall not affect the Implementation Agency liability, if any, for damage to Third Parties caused by the Implementation Agency or any person or company acting on behalf of the Implementation Agency in carrying out the Services.

APPENDIX

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Forms to be used in Technical Proposal

Form4: Compliance Sheet for Technical Proposal

Form5: Letter of Proposal

Form 6: Project Citation Format

Form 7: Proposed Solution

Form 8: Proposed Work Plan

Form 9: Team Composition

Form10: Curriculum Vitae (CV)of Key Personnel

Form11: Deployment of Personnel

Form 12: Manufacturers Authorizations Form

Form 1: Compliance Sheet for Pre -qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

S no.	Eligibility Criteria	Documents Required	Document reference Page No.
1	Bidder (Prime) and Consortium member (not more than one) must be incorporated or registered in India under the Indian Companies Act, 1956 (including Section – 25 of the Act) or Limited Liability Partnerships (registered under LLP Act, 2008) Society/Firm registered in India and operating for the last Five years in IT/ITeS Services as on 31.12.2020.	Bidder should submit the following for Prime bidder as well as Consortium partner: a) RoC b) Copy of GST Registration Certificate. d) Copy of PAN	
2	The bidder as part of its proposal submission of an Earnest Money Deposit (EMD) of Rs. 5, 00, 00,000/- (Rupees Five Lac only) in form of Fixed Deposit Receipt/Bank Guarantee/Demand Draft from any of the commercial banks in favour of Managing Director, Madhya Pradesh State Tourism Development Corporation Limited, Bhopal.	1) Scan copy of EMD should be uploaded in e-Procurement portal along with actual online bid submission. 2) Original copy of EMD should be submitted to office specified in RFP between 11:00 AM to 3:00 PM before the last date of bid submission.	3)
3	The Bidder (Prime) and Consortium partner shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of the bid.	Undertaking in this regard by the authorized signatory of the bidder	
4	The Bidder (Prime) and Consortium partner should be an Information Technology / System Integrator with a registered office and operations in India. The Bidder (Prime) and Consortium partner should be operational in India for at least the last five financial years as of 31st March 2020.	Certificate of company registered in India by all consortium partners	
5	The Bidder (Prime)/Consortium member should have a point of presence in M.P. or should open a Project Office within 30 days of receipt of Letter of Intent (LoI).	Relevant document proof for presence in M.P. OR An undertaking to this effect should be submitted by the bidder on its letter head.	

S no.	Eligibility Criteria	Documents Required	Document reference Page No.
6	<p>Turnover:</p> <p>a. In case of single bidder the average annual turnover should be Rs. 25 Crores in IT/ ITeS Services, during the last three financial years i.e., 2017-18, 2018-19 and 2019-20.</p> <p>ii. In case of consortium: The lead bidder should have average annual turnover of minimum Rs. 20 Crores and the consortium partner should have a minimum average turnover of Rs. 10 Crores in IT/ ITeS Services, during the last three financial years i.e., 2017-18, 2018-19 and 2019-20.</p> <p>Note: Turnover in areas other than mentioned above shall not be considered for evaluation</p>	<p>Bidder should submit the following:</p> <p>a) Copies of Certified audited Balance sheet/ Profit & Loss statement.</p> <p>AND</p> <p>b) Certificate from the statutory auditor/Certificate from Chartered Accountant, clearly indicating turnover from IT/ITeS Services.</p>	
7	<p>The bidder (Prime) and consortium partner should have positive Net Worth during each of the last three financial years 2017-18, 2018-19 and 2019-20.</p>	<p>Extracts from the audited Balance sheet and Profit & Loss Account;</p> <p>OR</p> <p>Certificate from the statutory auditor.</p>	
8	<p>The bidder (Prime) or consortium should be an established Technology company/ IT System Integrator who should have completed/ ongoing IT System Integration Projects in State Government/ Central Government/ Semi Government/PSU/Other Government organizations in India in last five financial year i.e., 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.</p> <p>1. At least one of the projects should be an IT System Integration project of a value not less than Rs. 15 Crore OR</p> <p>2. At least two (2) projects should be IT System Integration projects of a value not less than Rs. 8 Crore each OR</p> <p>3. At least three (3) projects should be IT System Integration projects of a value not less than Rs. 5 Crore each</p>	<p>Bidder should submit the following:</p> <p>i. Bidder should submit the PO / Work orders mentioning project value.</p> <p>ii. Project Completion Certificate from the client in case of completed projects.</p> <p>Ongoing Project with time involvement of more than 6 months would be considered for evaluation</p> <p>(Project of prime bidder or consortium partner can be submitted)</p>	

S no.	Eligibility Criteria	Documents Required	Document reference Page No.
9	The Prime bidder or Consortium Partner must have been assessed and certified for ISO 9001:2008 OR CMMi Level 3 or above. The certificate should be valid as on the date of submission of the bid	Valid certificate needs to be attached.	
10	The Prime bidder should have a minimum strength of 50 IT professionals with the Company. The consortium partner should have a minimum strength of 25 IT professionals with the Company.	Prime Bidder or/and Consortium partners should submit Self-certification by the authorized signatory with clear declaration of staff.	
11	<p>The Bid can be submitted by an individual company or a consortium.</p> <p>In case of consortium applicant, consortia shall submit a valid Memorandum of Understanding (MOU)/agreement.</p>	<p>“Consortium” shall mean more than one company which joins with other Companies of complementing skills to undertake the scope of work defined in this RFP. (Consortium allowed is One Member.)</p> <p>1. Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original.</p> <p>2. The MoU/agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.</p>	
12	A power of attorney / Board resolution in the name of the person signing the bid by Bidder (Prime) and Signed by all consortium partners. (In case of consortium, the members shall submit a power of attorney in favor of the lead member)	Power of attorney/Board resolution copy	
13	The Prime Bidder or Consortium Partner should be an Authorized Partner of SAP. The Bidder should possess the authorization of SAP to supply customize, implement and support SAP solutions.	Partner Status certificate from SAP	

Form 2: Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>, <Fax Nos.>, <email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP#<<RFP Number>>dated<<Date>>for<<Name of the assignment>>(here in after called "the Bid")to<Purchaser>

Know all Men by these presents that we<<>>having our office at<<Address>> (here in after called "the Bank") are bound unto the <Purchaser> (here in after called "the Purchaser") in the sum of Rs.<<Amount in figures>> (Rupees<<Amount in words>>only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this<<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid with drawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to<<insert date>>and including<<extra time over and above man dated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs.<<Amount in figures>> (Rupees<<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to<<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part there of arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

For Technical Evaluation

S.no	Parameter	Max Score	Documents required	Document reference Page No.
1.	<p>The Prime Bidder or Consortium Partner should have experience of executing SAP Business One projects in State Government/ Central Government/ Semi Government/PSU/ Any other organizations in India</p> <ul style="list-style-type: none"> • 1-3 project – 5 marks • > 3 - 5 projects - 10 marks • > 5 projects -15 marks 	15	<p>Bidder should submit the following:</p> <p>a) Bidder should submit the PO / Work orders for ongoing projects.</p> <p>b) Project Completion Certificate from the client in case of completed projects</p> <p>Ongoing Project with time involvement of more than 6 months would be considered for evaluation</p>	
2.	<p>The Prime bidder or consortium partner should possess certifications on CMMi, evidence to be submitted in the form of certificate copy</p> <ul style="list-style-type: none"> ▪ ISO 9001:2008 or CMMi- Level 3 Certification – 5 marks ▪ CMMi- Level 4 Certification – 8 marks ▪ CMMi- Level 5 Certification – 10 marks 	10	<p>Copy of valid certificate from the issuing authority needs to be attached.</p>	
3.	<p>The prime bidder or consortium partner should have completed/ ongoing IT System Integration Project in India in last five financial years i.e., 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.</p> <ul style="list-style-type: none"> • One IT System Integration project of a value more than Rs. 5 Crore – 3 marks • One IT System Integration of a value more than Rs. 8 Crore – 6 marks 	10	<p>Bidder should submit the following:</p> <p>a) Bidder should submit the PO / Work orders for ongoing projects mentioning project value.</p> <p>b) Project Completion Certificate from the client in case of completed projects</p>	

	<ul style="list-style-type: none"> One IT System Integration project of a value more than Rs. 15 Crore – 10 marks 		Ongoing Project with time involvement of more than 6 months would be considered for evaluation	
4.	<p>The prime bidder or consortium partner should have completed/ ongoing SAP implementation project in any State Government/ Central Government/ Semi Government/PSU/Any other organization in India in last 5 financial years with rollout in multiple locations as on the date of submission of the bid.</p> <ul style="list-style-type: none"> >=25 to <=50 locations – 8 marks >=51 Locations – 15 marks 	15	<p>Bidder should submit the following:</p> <p>a) Bidder should submit the PO / Work orders for ongoing projects mentioning no. of project locations.</p> <p>b) Project Completion Certificate from the client in case of completed projects.</p>	
5.	<p>Proposed On-site Team profile for project:</p> <p>1. Project Cordinator-4 marks</p> <p>B.Tech / B.E./MCA - 1 marks Project Management Certificate – 1 mark e-Governance project management experience more than 10 years – 2 marks</p> <p>2. Functional Finance Expert-3 marks</p> <p>CA/ MBA Finance - 2 marks Experience of handling Accounting and Business Finance in any organization for more than 5 years – 1 mark</p> <p>3. Functional SAP Finance Support- 2 marks</p> <p>MBA Finance - 1 marks Experience of SAP Finance Support in any organization for more than 3 years – 1 marks</p> <p>4. SAP Administrator- 2 marks</p> <p>BE / MCA - 1 marks</p>	15	CV as per the format given in the annexure	

	<p>Experience of maintaining SAP Business One Admin for more than 5 years – 1 mark</p> <p>5. Quality Assurance Consultant - 2 marks</p> <p>BE / MCA / Masters in IT - 1 marks</p> <p>Experience in testing, and auditing of large sized transaction-based systems e-Governance systems more than 3 years– 1 mark</p> <p>6. Technical Integration Consultant - 2 marks</p> <p>BE / MCA / Masters in IT - 1 marks</p> <p>Experience in integration of complex third-party system such as banking domain, online retail channels system having more than 5 year’s exp – 1 mark</p>			
6.	<p>Project Plan</p> <ul style="list-style-type: none"> v. Comprehensiveness of the project plan – 4 marks vi. Activities, sequencing, dependencies among activities - 3 marks vii. Resource planning, allocation and loading – 4 marks viii. Risk Management & Mitigation plan and Exit plan – 4 marks 	15	Bidder has to provide L2/L3 level work break down structure (WBS), clear baselines/ timelines, defined resources, roles & responsibilities along with a write-up of project.	
7.	Every bidder will be given a time of 60 minutes to demonstrate the tools, components and resources proposed for implementing the project.	20	Demonstration of operation and maintenance activity along with resource profile for proposed operation and maintenance of project.	
	Total marks	100		

Form 5: Letter of Proposal

To: <Location, Date>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Operations and Maintenance Solution to the Purchaser on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are here by submitting our Proposal, which includes this Technical bid and the Financial Bid sealed on the <URL of e Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any mis-interpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:

Name of Firm:
Address:
Location:
Date:

Form 6: Project Citation Format

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

Form 7: Proposed Approach and Methodology

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

Form 9: Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

Form 10: Curriculum Vitae (CV) of Key Personnel

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any) 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: <ul style="list-style-type: none"> • Organizations worked for in the past <ul style="list-style-type: none"> ○ Organization name ○ Duration and dates of entry and exit ○ Designation Location(s) ○ Key responsibilities • Prior project experience <ul style="list-style-type: none"> ○ Project name ○ Client ○ Key project features in brief 	

- Location of the project
- Designation
- Role
- Responsibilities and activities
- Duration of the project

Please provide only relevant projects.

Proficient in languages (Against each language listed indicate if speak/read/write)

Form 11: Deployment of Personnel

No	Name of Staff	Staff input in Months (in the form of a bar chart) ²													Total staff man-months proposed
		1	2	3	4	5	6	7	8	9	10	11	12	n	Total
1															
2															
3															
N															
										Total					

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2. Months are counted from the start of the assignment.

Form 12: Illustrative Manufacturers'/ Producers' Authorization Form

[This form has to be provided by the OEMs of the products proposed]

Ref: Your RFP Ref: [*] dated [*]

We who are established and reputable manufacturers/producers of having development facilities at (address of facility) do here by authorize M/s

(Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We here by extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also under take to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of such Products:
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Appendix II : Financial Proposal Template

Form 1: Covering Letter

To:

<Name>

<Designation>

<Address>

<PhoneNos.>

<Fax Nos.>

<email id>

<Location, Date>

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 90 calendar days from the date of opening of the Bid.
- We here by confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2.UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to /decrease from the scope of work under the contract.

3.TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded. to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Date].

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorised Signatory

Form 2: Financial Proposal**Form FIN-1: Guideline for preparation of Financial Proposal (BOQ)**

The Bidder shall prepare Financial Proposal (BOQ) as per the table below.

All taxes, duties, levies are extra and shall be mentioned separately in the BOQ. Failing to mention the taxes separately in the BOQ may stand the Proposal non-responsive and ultimate rejection of the Proposal.

S. No.	Item	Cost as per table	Total cost in Rs.
1	Cost of Central Support Team and Help Desk (A)		
2	SAP Business One Professional License Cost (B)		
3	SAP Business One Professional AMC License Cost (C)		
4	SAP CCO License cost (D)		
5	SAP CCO Licence AMC Cost (E)		
TOTAL			

A. Cost of Central Support Team and Help Desk

S. No.	Position	No. (a)	Man-month rate (b)	Duration in months (c)	TAX (d)	Total Cost in Rs. (a*b*c+d)
1	Project Coordinator	1		36		
2	Functional Finance Expert	1		36		
3	Functional SAP Finance Support	1		36		
4	SAP Administrator	1		36		
5	Quality Assurance Consultant	1		36		
6	Technical Integration Consultant	1		36		
7	Technical Support Executive	2		36		
				TOTAL		

Note: Central support team and Helpdesk support team will be deployed from day-1 of the project. However, MPSTDC hold the right to decide on resource deployment time

B. SAP Business One Professional License cost

S. No.	Item	Quantity	Base Price	Tax	Total (in Rs.)
1	SAP Business One Professional Licence	1			

C. Price of Annual Maintenance Contract (AMC) for SAP Business One Professional License

S. No.	Item	Quantity	Base Price	Tax	Total (in Rs.)
1	Price of Annual Maintenance Contract (AMC) for SAP Business One Professional License	1			

D. SAP CCO License cost

S. No.	Item	Quantity	Base Price	Tax	Total (in Rs.)
1	SAP CCO Licence	1			

E. Price of Annual Maintenance Contract (AMC) for SAP CCO License

S. No.	Item	Quantity	Base Price	Tax	Total (in Rs.)
1	SAP CCO Licence AMC Cost	1			

Note:

1. MPSTDC reserves the right to increase/ decrease the no. of resources and their deployment time and duration.
2. MPSTDC reserves the right to increase the number of license as per the business need.
3. Change Request for Application Software: MPSTDC and Selected bidder will be mutually decide upon the change request man-month rate as per the nature of changes required in the application software.

Appendix III : Template for PBG & CCN

Form 1: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <<name of the supplier and address>> (here in after called “the Bidder”) has undertaken, in pursuance of contract no.<Insert Contract No.> dated.<Date> to provide Implementation services for <<name of the assignment>> to Purchaser (here in after called “the beneficiary”)

And where as it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified there in as security for compliance with its obligations in accordance with the contract;

And where as we, <**Name of Bank**> a banking company in-corporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we here by affirm that we are guarantors and responsible to you, on behalf of the supplier, **upto a total of Rs.<Insert Value>(Rupees<Insert Value in Words>only)** and we under take to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs.<Insert Value>(Rupees<Insert Value in Words>only)** as a fore said, without your needing to prove or to show grounds or reasons for your demand or the sum specified there in.

We here by waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we here by waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs. <Insert Value>(Rupees<Insert Value in Words>only).**
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part there of arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Form 2: Change Control Notice (CCN) Format

Change Control Note	CCN Number:
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Part A: Initiation

Title:	
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Originator:	
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Sponsor:	
----------	--

Date of Initiation:	
---------------------	--

Details of Proposed Change

(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2 and A3 etc.)

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Authorized by :	Date:
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Name:	
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Signature:	Date:
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Received by the IP	
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Name:	
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Signature:	
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Change Control Note	CCN Number:
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Part B : Evaluation

(Identify any attachments as B1, B2, and B3 etc.)

Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.

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Brief Description of Solution:

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Impact:

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Deliverables:

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Timetable:

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Charges for Implementation:

(including a schedule of payments)

Other Relevant Information:

(including value-added and acceptance criteria)

Authorized by the Implementation Partner**Date:****Name:****Signature:**