

Bihar State Vegetable Processing and Marketing Cooperative Federation Limited - VEGFED Bihar

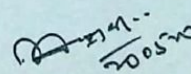
Cooperative Department, Government of Bihar
2nd Floor, Vikas Bhawan, New Secretariat, Patna – 800015

Selection of an Agency for Implementing ERP solutions under the Bihar State Vegetable Processing and Marketing Scheme (BSVPMS)

Bihar State Vegetable Processing and Marketing Scheme (BSVP&MS) has been launched by the Cooperative Department, Government of Bihar for creating a virtuous cycle for vegetable producers and consumers through a three-tier cooperative structure, i.e. primary vegetable cooperative societies (PVCS) at the grassroots level to Federation at state level. The federation, namely VEGFED Bihar, invites proposals from reputed firms/agencies/companies having experience in Information Technology infrastructure setup and ERP software development and implementation for the three-tier cooperative structure developed so far under the scheme.

The detailed Notice Inviting Tender (NIT) can be downloaded from <http://cooperative.bih.nic.in/>. Interested bidders are required to submit the tender fee of INR 5000/- and an Earnest Money Deposit (EMD) of INR 100000/- with the Technical Proposal, in the form of Demand Draft payable at Patna.

Tender availability date on website	21.05.2020
Date and time of tender submission (2bid system)	17.06.2020 by 4PM
Date and time of technical tender opening	17.06.2020 at 4PM
Date & time of financial tender opening	16.07.2020 at 4PM


200520

Regards,

State Manager (HR&ADM)-
VEGFED Bihar

**Invitation for Request
for
Proposal on Implementing ERP (Enterprise
Resource Planning) solutions
under
Bihar State Vegetable Processing and
Marketing Scheme**

Released by:

Managing Director

Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited, Patna

Cooperative Department, Government of Bihar

II Floor, Vikas Bhawan, New Secretariat, Patna – 800015

Landline: (0612) 2215313

Notice Inviting Request for Proposal (RFP)

Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited, Patna invites RFP from reputed firm, agency, company or consortium having experience in Information Technology (IT) infrastructure setup and ERP software development and implementation for the three-tier cooperative structure under the Bihar State Vegetable Processing and Marketing Scheme. Scheme envisages to create one federation at state level and four union at cluster level (cluster comprises of 5 districts or more districts) and each comprising of about 100 primary societies at block level with at least 25 farmers members each. Presently under scheme, about 100 primary societies at block level with at least 25 farmers members each unions of the primary societies at cluster level (cluster of 5 districts) and federation of the union at State level.

Interested bidder may refer this document for the schedule, detailed Terms of Reference (TOR) and other Terms and Conditions (T&C) and submit the complete RFP documents till latest by..... PM.

The undersigned reserves the right to modify and or cancel the notice without assigning any reason.

Please send your pre-bid queries on vegfedbihar@gmail.com by 03.06.2020 end of day. While sending the queries, please mention “**Implementing ERP (Enterprise Resource Planning) solutions under Bihar State Vegetable Processing and Marketing Scheme**”.

Managing Director

Information for Bidders

1. The interested bidders are expected to go through all instructions, forms, contract conditions, Scope of Work, timelines and other details as contained in this RFP document carefully. Failure to do so will be at the bidder's own risk and responsibility and will not give right to modify or withdraw a proposal after submission.
2. Any proposal received after the scheduled date and time is likely to be rejected. No communication may be made of this.
3. The bidder is to note the change in terms & conditions if any made on the basis of pre-bid meeting and bidders are advised to check the website <http://cooperative.bih.nic.in/> on regular basis for such update. The federation shall not be responsible for communication of any such update except posting the details on website.
4. As a general rule, requests for clarifications received during the period of proposal submission after pre-bid meeting and before the actual submission due date, shall not be entertained in any case.
5. A Proposal shall remain valid for **acceptance for a period of at least 120 days** from the submission date indicated in the schedule, until or unless otherwise stated.
6. The Bidders shall not at any time in the course of the bid process, be it before or after the award of the Contract, grant or promise any direct or indirect benefit, whether of financial or other nature, to any official, agent, servant or employee of, or any person otherwise engaged under the Scheme. Any such effort shall lead to disqualification.
7. A bidder must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does give rise to an actual, potential or perceived conflict of interest between the interests of the Cooperative Department and the Bidder's interests during the procurement process. Conflict of interest means having an interest (whether personal, financial or otherwise), which interferes or may be perceived as interfering with the ability of the Bidder to submit a fair and objective Proposal.
8. The federation may at its discretion ask the bidder for clarification about the content of the RFP to assist in the examination, evaluation and comparison of Proposals. The request for clarification and the response shall be in writing and no change in substance of the Proposal shall be sought, offered or accepted.
9. The evaluation of an RFP shall be conducted on the basis of all the information provided in the Proposal in Technical Part submitted in response to the TOR, including possible clarifications requested by the federation. In addition, a Bidder may be requested to provide evidence of its technical qualifications and financial soundness.
10. The bidder is requested to submit the proposal along with a forwarding a letter addressed to the Managing Director, Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited, Patna, Cooperative Department, II Floor, Vikas Bhawan, New Secretariat, Patna – 800015 and should be delivered latest by [.....] PM on or before the scheduled date.
11. The federation reserves the right to independently verify any information provided in the proposal. Each Proposal from a Bidder shall be considered separately and independently. Bidders shall submit a complete proposal for this solicitation. Any award of a previous Contract with the federation shall not be considered in itself as a preference or guarantee for the award of future solicitations on the same subject.

12. The federation reserves the right to cancel the RFP at any stage of the procurement process prior to final notice of award of a Contract.
13. Only the qualified participants from technical evaluation will be considered for Financial bidding process.

Objective of the RFP

The basic objective of this RFP is to hire a suitable ERP implementing agency which can take up the **complete ERP development and implementation work** for the three-tier cooperative structure created under the scheme. The agency will assist the cooperative structure for adopting paperless business solution by integrating an ERP solution for their regular vegetable business operations, starting from individual farmer land management at society level and integrating with the Union B2B , B2C and B2G business up to Federation level. The agency will also prepare Business Blueprints (BBP) and Go Live of the application as well as extend **annual support for the customized business software for two years.** (ERP development phase 6 months + Quality testing 6 months + Go live stage and hand holding for 1 Year) within a budgeted cost. The illustrative objectives of the assignment may be:

1. To prepare BBP and related documents integrating all the modules which covers different aspects of the society business
2. To complete the configuration/ customization/ development of all functional modules as decided in the BBP
3. To conduct User Acceptance testing of each module and integrated testing along with preparation of End User Manual.
4. To define User's role and authorisation control
5. To provide Core Member Training, End User Training and Training practices
6. To complete all the work as per the TOR
7. To complete all other work, which are imperative and necessary to run the business processes through the developed modules successfully

The bidder can be a reputed and registered firm, agency, registered limited company and or a consortium of companies and the minimum requirement of consortium companies/ firms shall be either of the two. In case of a consortium, the responsibility of work assigned, will be apportioned jointly and severally to ensure that the federation does not face and have any problem from the consortium members during implementation as well as support phase of the project.

Terms of Reference

Introduction

Bihar is emerging as one of the leading states in the field of vegetables production. Manifold efforts have been made to increase their production. Besides, it is equally important to have an efficient marketing system, so that the producers get appropriate returns for their produce and consumers get quality products at reasonable prices.

In the light of these concerns, the Cooperative Department, Government of Bihar has proposed the establishment of a post-harvest management, storage and marketing facilities or "Central Processing Hub" for vegetables grown in the state – with a special emphasis to empower the farmers to get a higher

realization for their produce and a better share of the consumers' price, improve efficiency in the marketing chain and reduce transaction costs and wastages.

For the project, a three-tier cooperative structure has been formed. The members are exclusively vegetable farmers of Bihar. Around 100-120 primary vegetable cooperative societies (PCVS) have been formed with at least 25 members each. Two unions have been formed at cluster level and one apex level federation at state level.

Scope of Work

The scope of work includes:

1. "As Is -Where Is" study to identify the needs
2. To Be process development (SDS/ SRS/ TRS / FRS¹ - whatever needed)
3. Finalization of business blueprint / solution design with required process re-engineering which shall include hardware, network design, security architecture, integration/interface requirements (including API's) and process with legacy and other required systems.
4. Supply, installation, configuration & commissioning of ERP licenses as well as related ERP related software, database, integration tools & other components. In other words, the bidder has to provide application software and related software excluding hardware and system software
5. Planning and Implementation/ customization of ERP applications/products/solutions and integration of applications/software implemented by Federation for various functionalities on the new ERP platform. Bidder shall provide all required tools and resources which may not be specifically stated herein, but required to meet intent of ensuring completeness, maintainability and reliability of the total system covered under this specification.
6. The agency will also assist in data collection, cleaning & preparation of migration strategy along with templates along with Migration of legacy data to the ERP system.
7. The agency must plan, assist, guide and formulate strategy for System Integration and User Acceptance Testing along with Audits (third party/ internal audits) of the proposed solution.
8. It is the responsibility of the agency to streamline the business process of the Federation with a complete ERP solution for achieving the overall goal of the scheme.

Tentative list of modules and illustrative components for an ERP

Module 1: Finance & Accounting: General Ledger, Trial Balance, Trading A/c, Profit & Loss A/c, Balance Sheet, Debtor's Balance, Creditors Balance, Cash/Bank Fund position, Fixed Assets Register - Asset tagging, payables including vouchering, matching and payment of goods as per indent, receivables Cash Management and collections, Financial Consolidation, Financial control, Management Accounting, Budgeting, cost management, activity-based costing, Total mapping of PR-PO-GRN, Transfer pricing to retail outlet, Payment module

Module 2: Pricing Management: Procurement pricing, Retail Pricing for different sales channels. Develop a Market Intelligence Module - Prices at major state and national markets, Demand supply analysis, Price trend forecasting, Export/ import trade flows, Crop forecasting, News analysis, Freight market information, Weather news and its impact

¹ SRS – Software requirement specification, FRS – Functional requirement specification
BRS – Business requirement specification

<p>Develop an algorithm for automatic price calculation and margins, vegetable Purchase modules, Vegetable Sales modules for B2B, B2C, B2G, software for Retail outlet and PoS sales (~600 PoS),</p>
<p>Module 3: <u>Quality Management</u>: Quality Type – Develop algorithm for quality management of vegetables as per pre-defined grading criteria such as colour, size, moisture, turgidity and the tolerance level and acceptable ranges for each attribute. System and application for quality delivery notes, quality control. Grading document Introduce produce traceability up to farm and farmer level. Product labelling as per the date of harvesting and product location. Packaging Management as per different SKU sizes, maintaining batch size and lots for traceability and rejection. Bar code and QR code technology for product labelling and quality traceability, Product life cycle management</p>
<p>Module 4: <u>Human Resources</u>: Recruitment interface for online vacancy and application, Resume bank, Talent management by skill mapping, online-offline employee training records, Leave management system, rostering, attendance linked payroll, performance based incentives, employee benefits and perks, provident fund, diversity management, retirement and separation, employ performance improvement plan, Third parties – crews, supervisors, workers management</p>
<p>Module 5: <u>Supply chain management</u>: warehouse management, labelling, grading, coding, Tagging. Transport management. Material management, Supply chain planning, supplier scheduling, carriage fees, transport delivery notes, invoices to transporter, Bill of materials, product configurator, order to cash, purchasing, inventory management, claim processing, Dump management, warehousing (receiving, put away, picking and packing, Movement type: receiving/transfer/returns, GPS enabled logistics</p>
<p>Module 6: <u>Project management</u>: Develop and integrate all the Project MIS and Project database, Farmer database, land detail, asset details, Base line survey data, Project planning, Project monitoring tools, resource planning, project costing, work breakdown structure, bid process management module for procurement of goods and services.</p>
<p>Module 7: <u>Marketing</u>: e- commerce & m – commerce platform, Sales record, sales analysis and reporting, order Processing, order entry, vendor management, available to promise, sales commissioning, , Supply orders, CRM, Promotions on sale, advertisement and brand communication, e marketing by use of social media and other networking platform</p>
<p>Module 8: <u>Farm Management</u>: Crop scheduling and Crop mix planning, Package of Practices, Production Templates, Harvesting templates, Demand & Supply forecasting and Indent finalization. SMS based weather forecast to the farmers and Agro advisory alert services,</p>
<p>Module9: <u>Land Management</u>: Geo tagging and geo fencing of each farmer’s land unit, Identification – owner/variety/location/etc., property registration information, GPS tagging</p>
<p>Reporting:</p> <ul style="list-style-type: none"> a) Farmers dashboard- Information on Demand and Order Qty. Invoice and Payment, P&L, Crop Advisory b) Society Dashboard – Consolidated information of all the farmer members of the society, stock in hand, Consolidated purchase and sales report farmer wise c) Union Dashboard- Consolidated information of all the societies under the Union – Demand & Order Qty, P&L, Consolidated purchase and sales report society wise

d) Federation Dashboard- Consolidated information of all the Unions, Demand & Order Qty, P&L, Consolidated purchase and sales report Union wise, Asset register

Miscellaneous: Apart from the above mentioned modules, the bidders are free to suggest additional modules for making this is a complete paperless business process.

Note:- All the modules should be accessible on mobile as well as web. Interface for syncing offline data to the cloud and syncing it to the online platform.

The broad business activity of the three-tier cooperative structure is tabulated below to give an overall understanding of the business being carried under the scheme.

Broad Business Activity at different tiers of Cooperative:

Cooperative Structure	Work Details
Federation / System Admin	<ul style="list-style-type: none"> ▪ Master creation for District and Block ▪ User management module for Federation Users ▪ Generation/Upload of Registered Farmer Data ▪ Develop mapping modules for Union, PVCS, Farmer ▪ User management module for Union, PVCS, Farmer ▪ Develop module for creation of items and their groups ▪ Develop creation and mapping modules for Union, PVCS, Farmer ▪ User management module for Union, PVCS, Farmer ▪ Develop monitoring module with user creation and mapping them at Union, District and PVCS (Block level) ▪ Develop Summary Reports - Financial Transaction, Volume and Value traded up to farmer level ▪ Development of dashboard for Federation with financial and quantitative summary of Items
Union	<ul style="list-style-type: none"> ▪ Develop module for items and group creation ▪ Creation of master and mapping farmers KYC to the respective societies ▪ User management module for PVCS, Farmer ▪ Demand creation module for Supply of items ▪ Rate Finalization and Order placing for Supply of items ▪ Purchase module form PVCS with ledger and payment vouchers ▪ All reports related with PVCS, Famers and their Financial and quantitative transactions with ledger ▪ Develop a dashboard for Union with financial and quantitative summary of Items

PVCS	<ul style="list-style-type: none"> ▪ Rate quotation module against the demand raised by the Union ▪ Purchase module from the farmer against the order placed by Union ▪ Sales module of Union against the order placed by Union ▪ Financial transaction module for Payment Vouchers of Farmers and Receipt vouchers form Union with their respective Ledger ▪ Reports related with farmers for Order or Item wise for quantitative transactions ▪ Development of dashboard for PVCS with financial and quantitative summary of Items ▪ Mobile App for PVCS with Above listed facilities as required
Farmer	<ul style="list-style-type: none"> ▪ Module for farmer profile management ▪ Develop module for supply of items ▪ Management of orders placed by Union ▪ Financial and volume and value transactions for farmers with ledgers ▪ Report related with Supply, order, payment and dues ▪ Dashboard for PVCS with financial and quantitative summary of Items ▪ Mobile App for Farmer with above listed Facilities as required

Procedure/ Stages for Software/ Systems Development/ Maintenance in brief

- Undertake Requirement Gathering, preparation of Project Documents
Carry out study of the existing business processes to thoroughly understand the functional and operational mechanism and collect requirement. Broad activities would include:
 - Understand input data and report requirements
 - Collect existing forms and report formats
 - Prepare cases scenario/ Business Blueprints
 - Interact with concerned officials and review of the existing systems, applications
 - Detailed study of requirements of Application components and solutions
 - Assess existing applications from the perspective of integration with other application.
 - Prepare User Requirement Specifications document

- Preparation of System Requirement Specification (SRS) and System Design Document (SDD)
Prepare SRS and SDD based on the captured business, functional and technological requirements. Broad activities would include:
 - Independent assessment of the requirements of the concerned department and prepare SRS document

- Prepare and maintain various design documents to develop secure and scalable application software.
- Document all the changes incorporated in the application software and also improves the documentation of existing user / system reference manuals of different modules wherever it is necessary and possible.

- Development of the ERP Software

Design and development of various application modules offering functionalities with the User Requirements, SRS, SDD etc. Broad activities would include:

- Design application screens, forms, modules and develop the application as per final specifications / SRS / SDD etc.
- Ensure developed application modules meets guidelines and standards in terms of security features, application architecture etc. as per the direction of Federation.

- Testing of the Application / Software / Module

Testing of application / module majorly covering unit, performance, security, load and integration testing. Broad activities would include:

- Prepare and submit Test Plan and Test Cases to the Federation
- Conduct testing of various components / modules of the developed application
- Execute and perform various application/ modules testing like performance, Data integrity, data validation, data control, load, security, quality testing etc.

- User Acceptance Testing (UAT)

Prepare Test cases, conduct UAT. Broad activities would include:

- Prepare detailed UAT plans, schedules, procedures and formats
- Prepare UAT use case scenarios and expected results
- Conduct UAT, identify and rectify developed application issues / errors / bugs reported during the testing / UAT up to the satisfaction of Federation.

UAT to be tested for a week for live transactions in selected societies/ union/ Federation for certain SKUS

- Deployment and Configuration of Application/ ERP

Deploy and configure the application on the production server in coordination with Federation.

- Application Go-Live

Post deployment of the application, the application development team shall monitor the performance of the application and make necessary modifications to enhance application performance. Team shall also undertake necessary corrective actions to resolve all the reported bugs to achieve Application Go Live.

- **Maintenance of the Application (Existing/new) for the period of 2 years from roll out**

Maintenance of the existing/developed application and ensure that the developed application is bug-free, running efficiently and simultaneously incorporate necessary changes in the application functionality as approved by the Federation. Broad activities would include:

- Undertake activities like bug fixing, application enhancement etc.
- Debugging, modification and updating in the Application
- Development of new Software/module as and when required by Federation
- Maintain change management log
- Proper version control of the source code

Minimum requirements of the bidders

1. The bidder should be a Company registered under the Companies Act/ Partnership / LLP at least since last 5 years, and it should have been in IT Business for minimum 5 years;
2. The bidder should have ISO 9001 or equivalent / higher certification (CMMI etc);
3. The bidder should have successfully completed at least three similar assignments (work orders and completion certificates for each assignment should be attached). The bidder should have experiences in creation of IT infrastructures and should have completed at least one end to end ERP implementation in agribusiness during the last five years. The Bidder should have implemented at least 3 (three) of the offered ERP products in India. Out of the 3 (three) at least 1 (one) of the ERP implementation should be with at least 100 transactional licenses in India.
4. The bidder should have a minimum turnover of INR 2 crores (In case of the consortium either of the party can meet this criteria);
5. The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
6. The offered ERP product must incorporate Indian taxation requirements and employee related rules & regulations (such as Form 16, PF, Gratuity etc.) to meet Government and statutory compliance requirements and also be capable of incorporating future changes therein.
7. The bidder must be an authorized system integrator/ Implementation Partner of the proposed ERP product.
8. The Bidder must have 24/7 x 365 days support centre located in India for offered ERP product in India, functional since last one year as on date of submission of bid.

The interested bidder whosoever fulfils the above minimum criteria, may participate in the pre-bid meeting process, however they are required to submit a **letter of authorization** from the company/ consortium for attending the pre-bid meeting along with the pre-bid queries in hard copy or through email.

Note:- The Federation reserves the right to call for physical or virtual mode of Bid execution as per its convenience and hence the bidders are suggested for its readiness in bid participation via any mode as per the situation.

Bidder's requirements for RFP

The bidder is required to submit the technical and financial proposal in separate envelopes and both the envelopes should be kept in one bigger envelope super scribing "Request for Proposal (RFP) for Implementing ERP solutions under Bihar State Vegetable Processing and Marketing Scheme" with Name and Correspondence Details of the bidder. The sealed envelopes should be posted / delivered to the following address within the stipulated date and time:

Managing Director

Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited, Patna
Cooperative Department, Government of Bihar
II Floor, Vikas Bhawan, New Secretariat, Patna – 800015

- a. The bidder is required to fill the particulars in Format- "1" to Format- "4" and attach the photocopies/ details as per the instructions and the pages should be numbered and signed by the authorized person of the bidder.
- b. The bidder is required to submit the cost of the RFP document of INR 5000/- (Rupees five thousand only) in the form of demand draft in favour of the Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited payable at Patna, along with the Technical Proposal.
- c. The bidder is required to submit their PAN, GST details along with duly signed photocopies of these documents.
- d. The bidder is required to submit a detailed end-to-end implementation plan and road map for completion of procurement of hardware and software, purchase of licenses (if any) development, testing and go live of important functional modules.
- e. The bidder is required to submit the manpower details as specified in Format-3.
- f. The bidder is required to submit the financial strength of the organisation as specified in Format-2.
- g. The bidder is required to submit a declaration in Format-4 that "bidder is not blacklisted by any cooperative/ government and private clients during the last three years.

Technical evaluation

Marking criteria for technical evaluation is described in the following table:

Sl. No.	Technical Evaluation Criteria	Total Applicable Score (out of 100)	Variable Parameters	Technical Score
1	Business age of the bidder in IT Sector (min. 5 years)	10	<5 years 5 to 10 years >10 years	0 5 10
2	Turnover	10	<2 crores 2 to 5 crores >5 crore	0 5 10
3	ISO 9001 or Equivalent Certification	10	Available Not Available	10 0
4	Implementation experience for similar ERP solutions in agri-business sector	20	<2 projects 2 to 5 projects >5 projects	10 15 20
5	Past implementation work – assignment worth min. INR 100 Lakhs	15	3 marks x 5 project	15
6	Team Leader Capability	10	Project Manager: MBA with Graduation in IT, Minimum 10+ years of experience, experience of managing at least two projects as project manager and proficiency across multiple modules of the ERP solution.	Criteria met 10 marks Criteria not met 0 marks
7	Presentation on detailed Approach and Methodology including software, hardware, server, and other technical requirements, company credentials and expertise	25	Technical Presentation	25 0
	Total	100		

The technical score shall be calculated basis the technical proposal submitted along with the documentary evidences. Bidders getting 50 marks and above shall be called for a power point presentation at the federation office. The presentation shall be for 25 marks based on certain criteria such as bidder's experience in agriculture/ agri-business sector, understanding of the scope of work, responsiveness, etc. The sum of the technical score and presentation score shall be used to decide on the bidders for qualifying the technical round. The minimum passing marks for qualifying the technical round will be 70.

General terms and conditions

1. **Duration of engagement:** The total period of engagement for ERP implementation shall be 6 months from the date of allotment of the work, 3 months for user training and handholding and thereafter 24 months for AMC.

2. **Payment terms:**

ERP development phase	6 months	20%
Quality testing	6 months	20%
Go live stage and hand holding	6 month	20%
Project completion and handover	6 month	40%
Note: AMC for another 2 years will be paid annually and may be extended as per mutual agreement with both the party.		

3. **Performance guarantee:** Performance guarantee @10% of ERP Implementation Cost is required to be deposited in the form of bank guarantee valid for one year, within 15 days of the receipt of work order/ LOI. The performance guarantee @10% of Annual Support/ Maintenance Cost is to be deposited in the form of bank guarantee valid for 2 years before commencement of the AMC.

4. **Earnest Money Deposit (EMD):** The bidder is required to submit an EMD of INR 100, 000/- (Rupees One Lakh Only) in the form of demand draft in favour of Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited payable at Patna. No request for relaxation in EMD submission shall be entertained and no interest shall be payable on such amount. EMD of the successful bidder shall be returned back 60 days after the completion of ERP Implementation work. EMD of unsuccessful bidders shall be refunded within 30 days of finalization of the RFP. No interest shall be payable on such amount.

5. **Agreement:** The bidder is required to enter into agreement with the Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited for completion of the ERP Implementation Work and Annual Support Work within 15 days of issuance of work order/ LOI.

6. **Liquidated damages:** For delay in completion of work, Liquidated Damage shall be imposed @ 1% per week or part thereof on the uncompleted services or deliverables subject to a maximum 10% of the total value of the order. The Liquidated Damages shall be calculated for the time delayed after development phase (of software).

7. **Force majeure:**

a. For any reason whatsoever, if Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited intends, not to carry out work within the scope of this RFP, the federation shall forward a written notice of foreclosure to the bidder advising the federation to stop all activities for implementation of the work order forthwith.

b. The bidder shall not be entitled to any compensation and/or damage for such foreclosure. However, all costs incurred by the bidder, as on the date of issuance of the notice of foreclosure and as would be reasonably determined on the basis of documents submitted by the bidder, shall be paid after adjusting any amount paid to or lying already with the bidder.

8. **Risk Purchases and Termination of Contract:** If the contract is not completed within the stipulated period, the Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited reserves the right to terminate the contract and get the order completed from alternate sources at the risk, responsibility and cost of the bidder. The federation shall notify the bidder in case of poor performance/ progress by the bidder. In case corrective measures are not taken by the bidder to improve the performance within 15 days from the date of receipt of such notice,

the federation shall have the right to terminate the contract either in full or in part and get the remaining works completed by any other agency at the risk and cost of the bidder.

Extra cost incurred in the process of termination and getting the remaining work done from an alternative source, if any, will be recovered from the bidder or adjusted against the Performance Guarantee or pending bills and/or any other recoverable and if necessary, by due legal process.

9. **Proprietary Information/ Rights:** Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited acknowledges and agrees that all rights in and to any information, material, invention and discovery of any kind, including any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyse or utilize such information, material, invention and discovery, or any improvements or modifications thereto and derivations there from (together "Proprietary Information"), developed by the bidder and used for the purposes of rendering the Services or developing the Deliverables shall be owned solely and exclusively by the federation. The federation agrees and acknowledges that it shall not be entitled to use the Proprietary Information of the bidder.
10. **Operational Guarantees:** As system response time and other operational parameters are also dependent upon the hardware and network infrastructure deployed, the implementing firm/ organisation/ agency is expected to advise the Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited on an appropriate system based on existing industry standards, environment and landscape.
11. **Functional Guarantees:** The bidder shall submit to the Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited a functional guarantee where the bidder guarantees that once the performance acceptance certificate has been issued, the ERP solution represents a complete, integrated solution to the federation's requirements set forth in the SOW along with the functional and technical requirements and it conforms to all other aspects of the contract. Any expected deviations should be highlighted as part of request for technical proposal response.
12. **Conflict of Interest:** Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform the federation, detailing the conflict in writing as an attachment to the proposal. The Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited will be the final arbitrator in cases of potential conflicts of interest. Failure to notify the federation of any potential conflict of interest will invalidate any verbal or written agreement.
13. **Termination:** In case the bidder fails to fulfil the Contractual obligation within stipulated time frame without any valid reason/ to the satisfaction of the federation, the Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited reserves the right to terminate the contract by giving 60 days' notice provided the failure is not corrected within that 60 days' notice period. Upon receipt of such notice, the federation shall terminate all tasks in an orderly manner, in accordance with a schedule agreed to by both the parties. In the event of termination, federation agrees to pay for services and deliverables submitted, furnished, developed or otherwise prepared through the termination notice period.
14. **Completion of Contract:** Unless otherwise terminated under the provisions of any relevant clause of the contract document, the contract shall be deemed to have been completed after issuance of completion certificate from the Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited stating that there is no deliverable outstanding against the party and they have satisfactorily discharged all liabilities under the contract.
15. **Arbitration:** In the event of breach of contract or any dispute in the interpretation of the terms and conditions of this agreement or difference of opinions between the parties at any point in this

agreement arising out of or in connection with the agreement or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation.

In case no agreement is reached, either party may forthwith give to other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of two arbitrator one to be nominated by the federation and other to be nominated by the bidder and both the arbitrators shall appoint a presiding arbitrator and the award passed by the arbitration tribunal shall be final and binding on both the parties.

The provisions of the Arbitration and Conciliation Act of 1996 and the rules there under or any statutory modification or re-enactment thereof for the time being in force shall be governed during the proceeding. The venue of such arbitration shall be Patna, Bihar.

16. **Jurisdiction:** The contract shall be deemed to have been wholly made in Patna and all claims there under are payable in Patna and it is the distinct condition of the contract that no suit or action for the purpose of enforcing any claim in respect of the contract shall be instituted in any Court other than that situated in Patna, state of Bihar, India.

Format – 1: Organizational Details

SL. No.	Heads	Details
1	Name of the organization	
2	Main areas of business	
3	Type of Organization/ Firm/ Company/ Partnership firm registered under the Indian Companies Act, 1956/ Partnership Act, 1932	
4	Whether the firm has been blacklisted by any Central Govt./ State Govt./ PSU/ Govt. Bodies/ Autonomous? If yes, details thereof.	
5	Address of registered office with telephone no. & fax	
6	Address of corporate office	
7	Contact person with telephone/ mobile no.	

Please enclose:

1. Copy of Certificate of Incorporation.
2. Copy of Article of Association in respect of point 3 above.
3. Undertaking in respect of point 4 above.

Signature of the applicant

Full name of the applicant

Stamp

Date

Format – 2: Relevant Experience

Overview of past experience of the Organisation in aspects related to ERP Implementation and Consultancy

SI. No.	Item	Number of Assignments during last 5 years	Order value of each assignment in INR (Enclose copy of each work order)	Mention name and address of Client (Enclose copy of completion certificate)
1	Experience in carrying end-to-end ERP implementation assignments in agri-business sector			
2	Experience in carrying similar assignments in Public Sector			

Decision of the evaluating team in ascertaining “similar assignment” shall be final.

Signature of the applicant
Full name of the applicant
Stamp
Date

Format – 3: Manpower strength of the bidder

1. No. of total manpower as on date:
2. No. of trained personnel:
3. List of three experts/ consultants on the bidder organization's payroll:

Sl. No.	Name	Designation	Qualification	Relevant experience
1				
2				
3				

Signature of the applicant
Full name of the applicant
Stamp
Date

Format – 4: Declaration

We hereby confirm that we are interested in competing for the ERP Implementation Work and Annual Support Work as per the assignment to be awarded by the Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited, Patna in terms of the RFP notice no. [ref. no.] dated [date].

Further, it is declared that our firm namely "[name of the organization]" having registered office at [registered office address] have not been blacklisted by any Co-operative/ Govt./ Private Client during the last three years.

All the information provided herewith is genuine and accurate.

Authorized Person's Signature

Name and Designation:

Date of Signature:

Stamp:

Note: The declaration is to be furnished on the letter head of the organization.

Annexure: Financial Bid Format (On Companies Letterhead)

Particulars	Total (INR) Excluding GST (in Figure)
i. ERP implementation cost (till Go-Live of all required modules) for the first two years	
ii. AMC – 1 st year	
iii. AMC – 2 nd year	
Total	

Total amount in words:

_____ (Excluding GST)

Seal and Signature of Authorised Official of the bidder

Date:

Full name:

Annexure II

Authorization Letter for Participation in the bidding process

(On Company Letter Head)

Mr (Designation), Employee ID..... is authorized to attend the bidding process either physical or through digital and virtual platform as per the discretion of the Federation.

Sign:

Date:

Stamp:

Checklist

List of documents to be submitted along with the Technical Proposal

The bidder must submit:

1. Technical Proposal document duly signed on each page.
2. Signed copy of information relating to their infrastructure, financial capability and turnover etc.
3. Signed copy of PAN Card.
4. Signed copy of GST Registration Certificate.
5. Testimonials/ Self Certifications in respect of all the mandatory requirements.
6. Proof of Turnover (Signed copy of balance sheets and P&L) for last three years.
7. A list of important customers in last three years.
8. Technical literature and original specifications sheets of each item offered.
9. Proof of ISO 9001 or equivalent / higher certification.
10. Proof of Experience in implementing modules for Indian Customers for most of the functionalities of Educational Institute Management Software Systems.
11. Signed copy of power of Attorney, if any.
12. Signed copy of partnership Deeds, if any.
13. Check list in respect of Technical Specification.
14. Check list in respect of General Compliance.
15. Best practices and standards that will be followed by the bidder.
16. Approach and Methodology for end-to-end ERP Implementation.
17. Work plan with activities and their content and duration, milestones, the deliverables (including a PERT Chart for activities).
18. Organization and staffing for this project.
19. Quality and Competence of Staff to be deployed.
20. Testimonials from at least two customers for whom an ERP implementation-based project have been successfully completed.

Disclaimer

1. Though adequate care has been taken while issuing this NIT document, the applicant firm/ organization should satisfy itself that the document submitted is complete in all respects. Intimation of any discrepancy (if any) shall be given to this office (as mentioned below) immediately.
2. Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited reserves the right to change any or all of the provisions of this document before date of submission.
3. Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited reserves the right to reject any or the entire offer without assigning any reasons whatsoever. No correspondence will be entertained on this account.
4. **The bidding agency should provide documentary proof in support of all the conditions laid out in the NIT, failing which may lead to the disqualification and the bidder may not be allowed to participate in the bid process.**
5. **Address of Communication:**

Managing Director

Bihar State Vegetable Processing and Marketing Cooperative Federation (Confederation) Limited,
Patna

Cooperative Department, Government of Bihar

II Floor, Vikas Bhawan, New Secretariat, Patna – 800015

Landline: (0612) 2215313