

**RFP for**  
**SAP Support & Maintenance Services**



RFP Number: 13108

Publish Date: 05-09-22



**Odisha State Civil Supplies Corporation Limited**  
Food Supplies & Consumer Welfare Department, Govt of Odisha

*Handwritten signatures in blue ink.*



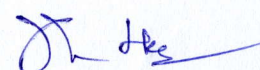
## Contents

<b>1. Proposal Data Sheet</b>	<b>6</b>
<b>2. Introduction &amp; Background</b>	<b>8</b>
2.1 Introduction	8
2.2 Background	8
<b>3. Scope of the Work:</b>	<b>11</b>
<b>4. Instruction to Bidders</b>	<b>16</b>
4.1 Tender document fees details	16
4.2 Pre-Bid Meeting & Clarifications	16
4.3 Responses to Pre-Bid queries and issue of corrigendum	17
4.4 Debarment	18
4.5 Preparation and submission of Bid	18
4.6 Late Bid	20
4.7 Withdrawal and resubmission of Bid	20
4.8 Right to accept any Bid and to reject any or all Bids.	20
4.9 Period of validity of Bid	21
4.10 Correspondence with the Bidder	22
4.11 Proposed Manpower Deputation	22
4.12 Amendments in RFP Document	23
4.13 Compliance with Mandatory Requirements	23
4.14 Financial Proposal	23
4.15 Terms & Conditions of Bidders	24
4.16 Deviations in Terms and Conditions of RFP	24
4.17 Right to Publish	25
4.18 Due diligence by Bidders	25
4.19 Clarifications from Bidders	25
4.20 Collusive Proposal	25
4.21 Fraud and Corrupt Practices	26
4.22 Conflict of Interest	27
4.23 Confidentiality	28
4.24 Taxes & Duties	28
4.25 Return of Information to OSCSC	30
4.26 False or Misleading Claims	30
4.27 Criminal Charges and Conviction	30
<b>5. Evaluation of Bids/Proposals</b>	<b>32</b>





5.1	Evaluation Process: .....	32
5.2	Opening of Bids.....	32
5.3	Initial Determination of Compliance with RFP Requirements.....	33
5.4	Correction of Errors .....	33
5.5	Prequalification Criteria .....	34
5.6	Technical Bid Evaluation Procedure .....	36
5.7	Financial Bid Evaluation .....	39
5.8	Selection of Winning Bidder .....	40
5.9	Bid Submission .....	41
<b>6.</b>	<b>Award of Contract .....</b>	<b>41</b>
6.1	Notification of Award.....	41
6.2	Signing of Contract.....	41
6.3	Contract Period .....	42
6.4	Security Deposit .....	42
6.5	Recovery of sums due .....	43
6.6	Annulment of Award.....	43
<b>7.</b>	<b>Service Level Agreement.....</b>	<b>44</b>
<b>8.</b>	<b>Presentation .....</b>	<b>46</b>
<b>9.</b>	<b>General Terms and Conditions .....</b>	<b>47</b>
9.1	Language & validity period of RFP .....	47
9.2	Period of Contact: .....	47
9.3	General Instructions.....	47
9.4	Performance guarantee:.....	47
9.5	Award of contract: .....	48
9.6	Communication of acceptance: .....	48
9.7	Payments to Vendor: .....	48
9.8	Termination: .....	49
9.9	Indemnity:.....	49
9.10	Confidentiality:.....	49
9.11	Force majeure: .....	50
9.12	Notices: .....	50
9.13	Dispute Resolution:.....	50
9.14	Applicable law and jurisdiction: .....	51
9.15	Amendments to the RFP .....	51
9.16	Other conditions .....	51





9.17	Authenticity of the Information and Right for Verification .....	52
9.18	Termination for Insolvency .....	52
9.19	Agreement .....	52
<b>10.</b>	<b>Interview of the proposed manpower by Bidder.....</b>	<b>53</b>
	<b>Annexure-1: Pre-Qualification Criteria, Technical Bid &amp; Financial Bid document Checklist .....</b>	<b>54</b>
	<b>Annexure-2: Bid Participation Cover Letter .....</b>	<b>57</b>
	<b>Annexure-3: Format for power of attorney to authorize signatory .....</b>	<b>59</b>
	<b>Annexure-4: Self Declaration – No Blacklisting.....</b>	<b>60</b>
	<b>Annexure-5: Bidding Organization Details .....</b>	<b>61</b>
	<b>Annexure-6: Turnover &amp; Financial Information .....</b>	<b>62</b>
	<b>Annexure-7: SELF-DECLARATION: Litigation Impact Statement.....</b>	<b>63</b>
	<b>Annexure-8: Security Deposit Cum Performance Bank Guarantee Format.....</b>	<b>64</b>
	<b>Annexure-9: SAP implementation/ maintenance/ support Experience .....</b>	<b>66</b>
	<b>Annexure-10: SUMMARY OF CVS OF PROPOSED KEY PROFESSIONAL FOR THE ASSIGNMENT .....</b>	<b>67</b>
	<b>Annexure-11: Format of Curriculum Vitae (CV) for Proposed Key Professional.....</b>	<b>68</b>
	<b>Annexure-12: Financial Bid .....</b>	<b>69</b>
	<b>Annexure-13: Financial Bid Cover Letter .....</b>	<b>70</b>

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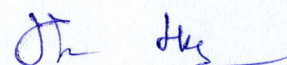
## DISCLAIMER

The information contained in this tender document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the Odisha State Civil Supplies Corporation Ltd. or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Odisha State Civil Supplies Corporation Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Tender document is not an agreement with the prospective applicants or any other person. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the Odisha State Civil Supplies Corporation Ltd. in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for Odisha State Civil Supplies Corporation Ltd., its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

The Odisha State Civil Supplies Corporation Ltd., its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Selection Process.

The Odisha State Civil Supplies Corporation Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.








**1. Proposal Data Sheet**

TENDER Reference No.: \_\_\_\_\_

Date: 02-09-2022

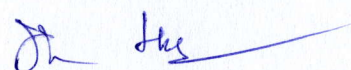
Table 1: Notice Inviting Tender

		<b>Managing Director</b> <b>Odisha State Civil Supplies Corporation Ltd.</b>
Sl. No.	Information	Details
1.	Tender Issuing Authority	Odisha State Civil Supplies Corporation Ltd.
2.	Name of the work	Selection of Agency for <i>SAP Support &amp; Maintenance Services</i> , for Odisha State Civil Supplies Corporation Ltd
3.	Tender Issue Date	02-09-2022
4.	Availability of tender documents	The tender is available and downloadable from the Website: <a href="http://www.oscsc.in/en/">www.oscsc.in/en/</a> and <a href="http://www.food.odisha.gov.in/">www.food.odisha.gov.in/</a> All Subsequent changes to the Bidding document shall be published on the above websites.
5.	Non-Refundable Tender Cost	RFP document fee- INR 10,000/- (Non-Refundable) via DD in offline mode to be submitted along with soft copy of DD in online technical bid
6.	Tentative Project Budget	Rs. 1,10,00,000, (One Crore and Ten Lakh) Only.
7.	Performance Bank Guarantee	5 % of the total contract value within 15 days from the date of issue of work order / Letter of Intent from any Nationalized Bank including the public-sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks
8.	Period of Work	1 year with option of extension on mutual agreement
9.	Last date and time for submission of queries for clarifications	All the queries/clarification requests should be received on or before 12-9-2022 till 18:00 Hrs, through email only with subject line as follows: "Pre-Bid queries -<Bidder's Name>- <i>"SAP Support &amp; Maintenance Services"</i> at Odisha State Civil Supplies Corporation Ltd The queries shall be submitted in an excel file as per the format prescribed in this tender The Pre-Bid queries to be sent to the following Email Ids:  Email ID: <a href="mailto:cgmoscsc@gmail.com">cgmoscsc@gmail.com</a> The Pre-Bid queries shall be addressed to: Chief General Manager Odisha State Civil Supplies Corporation Ltd, Bhubaneswar, Odisha



10.	Date, time and venue of Pre-Bid meeting	13-9-2022 at 15:30 Hrs Odisha State Civil Supplies Corporation Ltd, Bhubaneswar, Odisha
11.	Last date and time (deadline) for receipt of proposals in response to tender notice	24-09-2022 till 18:00 Hrs
12.	Last date and time (deadline) for receipt of DD as Bid fees in response to tender notice	23-09-2022 till 18:00 Hrs at Odisha State Civil Supplies Corporation Ltd, Bhubaneswar, Odisha
13.	Date, time and venue of opening of Technical Proposals received in response to the tender notice	26-09-2022 at 11:30 Hrs  Odisha State Civil Supplies Corporation Ltd, Bhubaneswar, Odisha
14.	Language	Proposals should be submitted in English only.
15.	Bid validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bid.
16.	Online password protected Technical bid and Financial Bid Submission (in PDF format) at Email ID	Email ID: cgmoscsc@gmail.com





## 2. Introduction & Background

### 2.1 Introduction

This document, issued by The Managing Director, Odisha State Civil Supplies Corporation Ltd., Bhubaneswar, for Request of Proposal (RFP) for SAP Support & Maintenance Services, is for all interested vendors having adequate experience in the field.

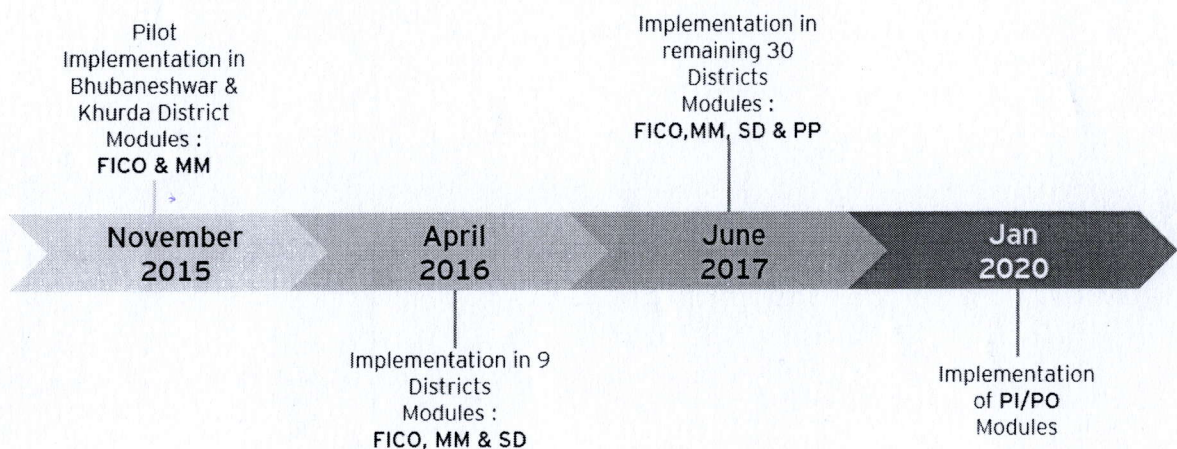
The proposals submitted in the prescribed format alone shall qualify for evaluation. The proposals shall be in English and are to be submitted online alone, except the DD for Tender fee. The technical and financial proposals from the interested bidders should be submitted online before the last date and time. The DD for Tender fee should be submitted physically in a sealed envelope with the vendor's name clearly mentioned on the envelope. The DD shall be received at the Bhubaneswar, Office on or before the time mentioned in the Proposal Data Sheet on or before the stipulated date and time. Any proposal or DD submitted after the stipulated date and time shall not be entertained.

Bidder's confirmation for acceptance of OSCSC's terms and conditions, eligibility & evaluation criteria shall be categorical. Violation of these requirements will disqualify the bidder.

### 2.2 Background

The primary Policy objective of the OSCSC is to ensure food security for the state through timely and efficient procurement and distribution of food grains. This involves procurement of various food grains, building up and maintenance of food stocks, their storage, movement and delivery to the distributing agencies and monitoring of production, stock and price levels of food grains. The focus is on incentivizing farmers through fair value of their produce by way of Minimum Support Price mechanism, Distribution of food grains to PHH, AAY others and covering poor households.

The first instance of SAP platforms was implemented at OSCSC in November 2015. The timeline of the SAP implementation is as mentioned below.





OSCSC is in the process of selecting a suitable vendor for SAP support to enable the smooth functioning of the application for its day-to-day activities for its offices. The objective of this document is to solicit Proposal from interested parties of SAP Support Service providers, who satisfy the eligibility criteria set out in this document, who offer implementation and maintenance services for SAP ERP applications based integrated business solutions.

The Details of the SAP system implemented at OSCSC is as mentioned below.

SAP: EHP7 FOR SAP ERP 6.0, SP level SP08

The SAP system is installed and accessed from the below mentioned offices of OSCSC.

Sl. No.	Office Details	Location
1	OSCSC Head Office	Bhubaneshwar
2	Angul District Office of OSCSC	Angul
3	Balasore District Office of OSCSC	Balasore
4	Bargarh District Office of OSCSC	Bargarh
5	Bhadrak District Office of OSCSC	Bhadrak
6	Bolangir District Office of OSCSC	Bolangir
7	Boudh District Office of OSCSC	Boudh
8	Cuttack District Office of OSCSC	Cuttack
9	Deogarh District Office of OSCSC	Deogarh
10	Dhenkanal District Office of OSCSC	Dhenkanal
11	Gajapati District Office of OSCSC	Gajapati
12	Ganjam District Office of OSCSC	Ganjam
13	Jagatsinghpur District Office of OSCSC	Jagatsinghpur
14	Jajpur District Office of OSCSC	Jajpur
15	Jharsuguda District Office of OSCSC	Jharsuguda
16	Kalahandi District Office of OSCSC	Kalahandi
17	Kandhamal District Office of OSCSC	Kandhamal
18	Kendrapada District Office of OSCSC	Kendrapada
19	Keonjhar District Office of OSCSC	Keonjhar
20	Khurda District Office of OSCSC	Khurda
21	Koraput District Office of OSCSC	Koraput
22	Malkangiri District Office of OSCSC	Malkangiri
23	Mayurbhanj District Office of OSCSC	Mayurbhanj
24	Nawarangpur District Office of OSCSC	Nawarangpur
25	Nayagarh District Office of OSCSC	Nayagarh
26	Nuapada District Office of OSCSC	Nuapada
27	Puri District Office of OSCSC	Puri
28	Rayagada District Office of OSCSC	Rayagada
29	Sambalpur District Office of OSCSC	Sambalpur

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*St*



30	Sonepur District Office of OSCSC	Sonepur
31	Sundargarh District Office of OSCSC	Sundargarh

The details of SAP users at OSCSC are as mentioned below:

Number of SAP users at OSCSC Head Office =	45
Number of SAP users at OSCSC District Offices =	112
Total Number of SAP users at OSCSC =	157

The SAP Modules implemented at OSCSC are as mentioned below:

- FICO (Finance and Controlling)
- MM (Materials Management)
- SD (Sales & Distribution)
- PP (Production Planning)

The SAP Tool in use at OSCSC:

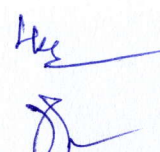
- PI/PO (Process Integration/Process Orchestration)

The SAP platform is integrated with various applications at present, to capture data from the fields. The details of the major integrated applications are as mentioned in the table below.

Sl. No.	Major Application Integrated with the SAP system at OSCSC	Field of Application	Type of Data captured
1	P-PAS (Paddy Procurement Automation System)	Captures data related to paddy procurement	Bank transaction data related to Farmer payment Paddy procurement data Farmer details PACS details
2	SCMS (Supply Chain Management System)	Stock info and supply, distribution of food grains from miller, warehouses to FPS (Fair Price Shops)	Details of stock Movement details of Stock
3	OBMS (Online Billing Management System)	Captures data related to billing of rice millers, L1& L2 transporters, Handlers	Bill Details

Based on the evaluation of responses to RFP received, the most suitable vendor will be chosen in QCBS (Quality Cost Based Selection) method by OSCSC.

It is expected that only the IT service provider firms offering services for implementation of SAP ERP products will respond to this Expression of Interest notice.





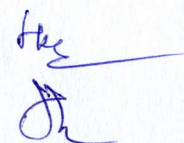
### 3. Scope of the Work:

The core area of OSCSC is procurement, Distribution of the food grains & related financial accounting. All the Work done by OSCSC is either Departmentally OR awarded to Contractor as Tender. At Present the majority processes are mapped to SAP and the vendor selected shall do day to day maintenance and ensure existing daily work on SAP is not hampered. As the need arises the vendor will also be required to do relevant mapping of the business processes as directed by OSCSC from time to time as per business needs, as detailed in the scope of work through changes in the existing realized SAP solutions and through configuring new processes where necessary. The Server Computers are hosted in Odisha State Data Centre and are maintained by SDC.

OSCSC has set up a Core IT Team to look into the SAP operations and work along with the Consulting Companies to support the existing IT Infrastructure. Vendor should set up a team with consultants from all required Functional and Technical modules to work along with the Core Team. The Proposal is to engage Consultants in Onsite Model to execute the project. The major objective of the project is to run all the day to day activities taking place over SAP platform, to continue unhindered.

***Please note that the below table captures the basic scope of work of the project but is not limited to the below points only.***

Sl. No.	Scope of Work and Deliverables
1	Management and maintenance of all currently implemented SAP modules and tools in SAP system implemented at OSCSC
2	Sharing the details of work of SAP team along with detailed roles and responsibility of individual in team during contract and providing profile / experience of each individual.
3	Deployment of the SAP Consultant team at OSCSC Bhubaneswar Head Office and maintaining attendance register
4	Data Reconciliation when required
5	Real time basis accounts data updating in SAP
6	Data Integration through PI/PO Module (from external applications like P-PAS, SCMS & OBMS)
7	FCI Billing through SAP
8	Helping in filing of TDS Return (Both GST & IT) at Head Office by generating details from SAP
9	Generation of Financial Statement as per Companies Act and books of Account as per Statutory requirement
10	KMS Report generation and validation
11	Guiding and helping the OSCSC SAP core team to gradually get involved in the support process of the SAP operations at OSCSC and be self-sufficient.
12	Sharing of all Project Document about processes/reports/integrations/support created during the contract tenure on an ongoing basis. a. Sharing of all Technical and Project Documents (if anything pending) to SAP core team of OSCSC; b. Upgradation/Training of technical/domain knowledge to OSCSC SAP Core Team (as per the assessment of gap of the OSCSC team); c. Detailing the technical competency required for SAP operation





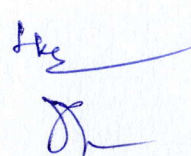
Sl. No.	Scope of Work and Deliverables
13	Workflow related configuration and maintenance as required.
14	Active participation to help OSCSC with the auditing activities and changes/report/data fetch in SAP as is required.
15	Finalization of A/c for financial years (including back log) at District/HO level: a. Complete generation of B/S & P/L from SAP with all closing entries; b. All other MIS of purchase / sales inventory data to be generated from the system.
16	Scheme and other reports required by Gol and GoO, also as per internal requirement of OSCSC to be generated from SAP: a. Development of Reports in SAP; b. Define procedure and entries in SAP for generation of Report; c. Test scheme report generation from the system.
17	Finalization of A/c at District level instead of bringing district data to HO: a. Finalization of A/c of district at District level; b. H.O. Control A/c Reconciliation / BRS; c. All Receivable payable A/c and due entry etc. at Dist.; d. District level compilation under supervision & guidance from H.O.
18	Development of other Statutory Returns at HO a. Professional tax/EPF etc.; b. All tax and statutory liabilities and payments; c. Documentation for the reports developed along with SOP and process flow.
19	Training on various SAP processes from an end user perspective to all the personnel as identified by OSCSC. The venue will be provided by OSCSC.
20	Maintenance of integration and upgradation as required with other applications such as SCMS, OBMS, PPAS etc.
21	Integration with other applications and SAP modules (to be implemented, if any) as the need may arise.

Below are the scopes that the Functional and Technical consultant would Support and enhance the application of OSCSC:

#### **Role of SAP Functional Consultant**

##### **FICO, MM, SD, PP, Workflow**

- Study and evaluate OSCSC's users' requirements by interacting with the user departments in OSCSC and transform the essence into an abstract and algorithmic business model or System Requirement Specifications.
- Realize the solution through configuration and customizing the respective business area and making sure the system react in the manner according to the constraints of the requested use case.
- Deliver Documentation for the settings and prepares proper guidelines that allow other consultants to do further changes or repairs with due efforts.
- The consultant should take care that proper training is given to the users and that the system is usable, performing appropriately and the business flow is complete and correct.



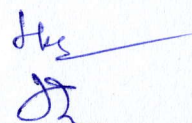


- Functional consultants are also expected to prepare test scripts for testing the configured scenarios.
- Before starting to configure future business processes in SAP, the DFD/ERD are prepared, this documentation is called TO BE, which can be also said as the result of mapping and gap analysis.
- Assisting business users in the problems/issues encountered on a day-to-day basis.
- Assisting client on the problems encountered in the Standard SAP.
- Performing minor Configuration changes to resolve existing business processes in line with the problem on hand.
- Reconciliation of data in SAP system
- To solve queries and handholding of SAP end users at head office and district offices
- The already implemented and running SAP platform at OSCSC is integrated with multiple applications such as P-PAS, SCMS v1, OBMS etc. As the need arises, in future other applications as such will be integrated with SAP through SAP PI/PO module. Integration of other external applications with SAP and subsequent developments as the need arises, is an integral part of this project and in the scope of work of the vendor.
- One of the primary responsibilities of the SAP Functional Consultants (majorly FICO) will be to help OSCSC to help prepare its Audit report. In this regard various activities as required have to be undertaken by the SAP Functional Consultants.
- Should ensure all the processes running in SAP at OSCSC at present, are run and managed unhindered

#### **Role of SAP Technical Support:**

##### **ABAP, BASIS, PI/PO**

- Bug Fixing (Program errors, Incorrect data display)
- Modifications to any custom objects to accommodate addition of new fields,
- selection criterion, data display as long as this doesn't result into a major code change
- Maintenance of Customized Transactions
- Performance tuning
- SAP Note applications
- Application Integration issues that fall in the purview of SAP will be handled
- Working closely with functional team
- Help in analyzing the dump issues reported by the users
- On need basis support will be extended on data migrations for the approved change request. The upload data formats will be provided by the Consultants.
- OSCSC will provide the data to the Support team.
- Daily, Weekly and Annual System Monitoring Checks.
- Routine jobs (Like: CTS move, User & Profile assignment and small correction in profile)
- Troubleshoot and rectify the problem, which falls under any daily activity
- Client copy / system refresh (once in a year)
- Creation of Reports as per requirements
- SAP note applications with reference to SAP Basis
- SNC configuration (Yearly once).
- Application Integration issues that fall in the purview of SAP Basis will be handled
- Performance Tuning on Periodic Basis
- On need basis support will be extended on data migrations for the approved change request. The upload data formats will be provided by the Consultants.
- Monitoring server load and issues and reporting the same





- The already implemented and running SAP platform at OSCSC is integrated with multiple applications such as P-PAS, SCMS v1, OBMS etc. As the need arises, in future other applications as such will be integrated with SAP through SAP PI/PO module. Integration of other external applications with SAP and subsequent developments as the need arises, is an integral part of this project and in the scope of work of the vendor.
- Should ensure all the processes running in SAP at OSCSC at present, are run and managed unhindered

#### **Support Model**

- The selected vendor shall be completely responsible for the overall program execution of the project. A detailed functional, technical and non-functional requirements specification document has to be developed by the selected vendor in consultation with OSCSC.
- The scope of this project for the selected vendor includes configuration, customization, deployment and maintenance of the ERP – SAP at the specified locations, based on the Requirements provided by OSCSC from time to time. The vendor selected would also be required to create all required documentation including operations manuals, technical manuals and user manuals.
- The selected vendor shall be responsible for all steps necessary for implementation and maintenance of the solution including gathering detailed requirements, testing, data migration, training, bug fixing, patch management, enhancements etc.

#### **Operation Plan**

Support would start by the Team of Consultants to OSCSC Onsite location. The onsite location is the OSCSC Head Office at Bhubaneswar, Odisha. The consultants would get in touch with the respective Business Owners (i.e. the user of the process from OSCSC side) to understand the business processes in detail and perform a system study with them.

The SAP Support services will cover Transactional support - This is the support required by the end users who face problems in executing the business transactions, usually in the early stages after going productive on SAP.

1. Onsite Operational Mode for head office at Bhubaneswar
2. Offsite Operational Mode for District offices (vendor consultants will be supporting from OSCSC HO)

#### **Office space and other facilities**

In the Event of On-site support, OSCSC shall not charge anything to provide the following:

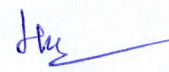
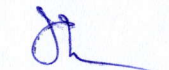
- Suitable office space, office supplies, furniture, electricity, internet service required for the deployed consultants
- Knowledge Transfer from the existing service provider
- Access to the document repository and all project relevant documents
- The vendor has to ensure necessary laptop/ desktop/ workstation and printer (along with consumables) supply for their employees working at the OSCSC premises.

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**SAP Manpower requirement at OSCSC Bhubaneswar Head Office**

Sl. No.	Job Description	No. of Resources	Qualification	Experience
1	FI/CO Functional Consultant cum Project Lead (Senior)	1	MBA (Finance)/ Chartered Accountant/ ICWA	Minimum two SAP end to end implementation experience with minimum 5 years' experience as functional consultant in SAP FI/CO module
2	FI/CO Functional Consultant (Junior)	1	MBA (Finance)/ ICWA (Inter)/ CA (Inter)	Minimum 3 years SAP experience in FI/CO module as functional consultant
3	MM & PP Functional Consultant (Senior)	1	B. Tech/ B.E./MBA/ CA (Inter)/ICWA (Inter)	Minimum 5 years' experience in related SAP MM modules as functional consultant
4	SD Functional Consultant (Junior)	1	B. Tech/ B.E./MBA/ CA (Inter)/ICWA (Inter)	Minimum 3 years' experience in SAP SD module as functional consultant
5	PI/PO & BASIS Technical Consultant (Junior)	1	B. Tech/ B.E./MBA	Minimum 3 years' experience in related SAP modules as technical consultant
6	Workflow & ABAP Technical Consultant (Senior)	1	B. Tech/ B.E./MBA	Minimum 5 years' experience in related SAP ABAP as technical consultant
7	SAP Consultant for District Offices Support (Junior) from HO (with FI exposure)	4	B. Sc/ B. Com/ BCA/ BBA	Minimum 2 years' experience in related SAP modules (FICO preferred) as functional consultant



#### 4. Instruction to Bidders

##### 4.1 Tender document fees details

- 4.1.1 The Bidders shall download the tender document from the website as mentioned in the Proposal Data Sheet.
- 4.1.2 The Bidders shall upload the scanned image of the demand draft towards cost of tender document (mentioned in the Proposal Data Sheet) along with the online bid submission. The actual DD will be submitted at the address, date and time mentioned in Data Sheet.
- 4.1.3 The downloading of the tender documents shall be carried out strictly as provided on the web site.
- 4.1.4 The tender document fee is non-refundable and not exempted.
- 4.1.5 This RFP document is available on the web site to enable the Bidders to view and download, and to submit Bids online up to the last date and time mentioned in RFP document.
- 4.1.6 The DD for Tender Document Fee should be drawn in favor of MD, OSCSC Ltd. And should be payable at Bhubaneswar.

##### 4.2 Pre-Bid Meeting & Clarifications

- 4.2.1 OSCSC shall hold a Pre-Bid meeting with the prospective bidders as mentioned in the Proposal Data Sheet.
- 4.2.2 Any clarification regarding the tender document and any other item related to this project can be submitted to OSCSC as per the submission mode and timelines mentioned in the Proposal Data sheet.
- 4.2.3 Any requests for clarifications post the indicated date and time shall not be entertained by OSCSC. Further OSCSC will reserve the right to issue clarifications.
- 4.2.4 The queries of only those bidders would be considered who shall send the same across e-mail ID to the Purchaser as indicated in the proposal Data sheet.
- 4.2.5 It is necessary that the Pre-Bid queries must be submitted in spreadsheet format, along with name and details of the organization submitting the queries as mentioned below. In no event OSCSC will be responsible for ensuring that bidders' inquiries have been received by OSCSC.
- 4.2.6 OSCSC may, at its option, share the answers with all the bidders either at the Pre-Bid meeting or send the clarifications to all the designated representatives of the bidders through emails. The responses to the queries from the individual bidders will be distributed to all the bidders. OSCSC will endeavor to provide responses to all questions.



However, OSCSC makes no representation or warranty as to the completeness of any response, nor does the purchaser undertake to answer all the queries that have been posed by the bidders.

#### Format for submission of Pre-Bid queries

Bidder's Request for Clarification		
Name & address of the Bidder Submitting Request	Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
		Telephone:
		Fax:
		Mobile:
		E-Mail:

S. No	Tender Reference			Content of tender requiring Clarification	Points of Clarification Required
	Section	Page #	Clause #		

#### 4.3 Responses to Pre-Bid queries and issue of corrigendum

- 4.3.1 OSCSC will formally respond to the Pre-Bid queries after the Pre-Bid conference.
- 4.3.2 OSCSC will endeavour to provide timely response to all queries. However, OSCSC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OSCSC undertake to answer all the queries that have been posed by the bidders.
- 4.3.3 At any time prior to the last date for receipt of bids, OSCSC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the tender Document by a corrigendum.



- 4.3.4 The Corrigendum (if any), notifications regarding extensions (if any) and clarification to the queries from all bidders will be posted on the website mentioned in the Proposal Data Sheet or emailed to all participants of the Pre-Bid meeting.
- 4.3.5 Any such corrigendum shall be deemed to be incorporated into this tender.
- 4.3.6 In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OSCSC may, at its discretion, extend the last date for the receipt of Proposals.
- 4.3.7 Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.

#### **4.4 Debarment**

The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices nor should have been blacklisted by any Govt. or Govt. undertaking organization at the time of submission of the bid.

#### **4.5 Preparation and submission of Bid**

##### **4.5.1 Language of the bid**

The Bid document prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and OSCSC shall be written in English only. The supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. The supporting materials, which are not translated into English shall not be considered by OSCSC. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

##### **4.5.2 Documents constituting the Bid**

The Bid prepared by the Bidder shall comprise the following components:

**a) Demand Draft (DD) for Tender Document fee:**

- i) DD for tender document fee – The physical copy is to be submitted at OSCSC Bhubaneswar head office in sealed envelope.
- ii) DD for tender document fee – The soft copy of the DD to be submitted online along with technical bid.

**b) Technical Bid – Technical Online Bid shall comprise of:**

Pre-Qualification Compliance Documents and Proposal against the Technical Evaluation Criteria - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her Bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets



the criteria outlined in the Pre-Qualification Criteria and fulfill all the conditions of the contract as outlined in Technical Evaluation Parameters in this RFP.

**c) Financial Bid – The Financial Online Bid shall include following:**

- i) Cover letter: Financial Proposal as per Annexure-13 - in PDF format
- ii) Financial Quote: in the prescribed format (pdf file format) as mentioned in Annexure-12.

**4.5.3 Documents establishing Bidder's Qualification**

- a) The Bidder shall furnish, as part of its technical Bid, documents establishing the Bidder's qualification to perform the Contract if its Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- b) The documentary evidence of Bidder's qualification to perform the contract if its Bid is accepted shall be as per qualification requirements specified in Bid document.
- c) All the documents submitted by the Bidder shall be signed by authorized signatory and shall also put company's/authorized signatory's seal.

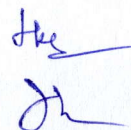
4.5.4 The Applicant will be evaluated as per both its technical and financial bids.

**4.5.5 Bid Currency**

The prices quoted in the proposal shall be in Indian Rupees only. Proposal in any currency other than Indian Rupee (INR) shall be treated as non-responsive and hence shall be rejected.

**4.5.6 Formats and Signing of Bid.**

- 4.5.6.1 The Bidder shall prepare one electronic copy each of the technical Bid and financial Bid separately.
- 4.5.6.2 The Bid document shall be submitted online, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The Bidder's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney/Board Resolution etc.
- 4.5.6.3 The bidder shall provide all the information sought under this RFP. The OSCSC shall evaluate only those bids that are received in the required formats and complete in all respects.





#### **4.5.7 Deadline for submission of Bid**

Bid (Technical and Financial) must be submitted by the Bidder at e-tender website mentioned in proposal data sheet. OSCSC may, at its discretion, extend this deadline for submission of Bid by issuing and publishing a corrigendum on OSCSC website; in such case all rights and obligations of the OSCSC and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **4.6 Late Bid**

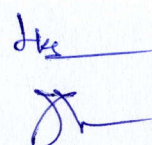
Once the Bid submission date and time is over, the Bidder cannot submit his/her Bid. Bidder must start the Bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her Bid is not submitted in time due to any of his/her problems/faults or for whatsoever reason, during Bid submission process.

#### **4.7 Withdrawal and resubmission of Bid**

- 4.7.1 At any point of time, a Bidder can withdraw his/her Bid submitted online before the Bid submission end date and time, as per instructions provided in the website
- 4.7.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity. Withdrawal of a Bid during this interval may result in the blacklisting of the Bidder for next 3 years.
- 4.7.3 The Bidder can re-submit his/her Bid as when required till the Bid submission end date and time. The Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised Bid and the new Bid submission summary generated after the successful submission of the revised Bid will be considered for evaluation purposes. Resubmission can be done as per instructions provided in the website
- 4.7.4 The Bidder can submit their revised Bids as many times as possible by uploading their Bid documents within the scheduled date & time for submission of Bids.
- 4.7.5 No Bid can be resubmitted after the deadline of submission of Bids is over.

#### **4.8 Right to accept any Bid and to reject any or all Bids.**

- 4.8.1 Notwithstanding anything contained in this Bid, OSCSC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 4.8.2 The OSCSC reserves the right to reject any Bid if:
  - 4.8.2.1 At any time, any misrepresentation is made or uncovered, or
  - 4.8.2.2 The Bidder does not provide, within the time specified by OSCSC, the supplemental information sought by OSCSC for evaluation of the Bid.

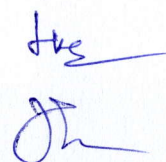




- 4.8.3 Misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bid has been opened and the L1 Bidder gets disqualified/ rejected, then the department reserves the right to consider the next Lowest Bidder or take any other measure as may be deemed fit in the sole discretion of the OSCSC, including annulment of the Selection Process.
- 4.8.4 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility criteria have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith either before the selection or entering into of the Contract, and if the bidder has already been selected or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the OSCSC to the bidder, without the OSCSC being liable in any manner whatsoever to the bidder, as the case may be. In such an event, the OSCSC shall forfeit and appropriate the PBG (Performance Bank Guarantee), as the case may be, as compensation and damages payable to the OSCSC for, inter alia, time, cost and effort of the OSCSC, without prejudice to any other right or remedy that may be available to the OSCSC.
- 4.8.5 The OSCSC reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. The failure of the OSCSC to undertake such verification shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the OSCSC there under.

#### **4.9 Period of validity of Bid**

- 4.9.1 Bid shall remain valid for 180 days (one hundred and eighty days) from the Bid submission due date/end date as prescribed by the OSCSC. A Bid valid for a shorter period shall be rejected by the OSCSC as non-responsive.
- 4.9.2 In exceptional circumstances, OSCSC may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.
- 4.9.3 During the Bid validity period, the Bidder is expected to keep available the personnel proposed for the assignment.
- 4.9.4 OSCSC will make its best effort to evaluate the Bids and sign the contract within this period. If OSCSC wishes to extend the validity period of the proposals, the Bidders who do not agree, OSCSC shall have the right not to extend the validity of their proposals.
- 4.9.5 The validity of bids may be extended by mutual consent of the respective bidders and the OSCSC.





#### **4.10 Correspondence with the Bidder**

- 4.10.1 No Bidders or its Technical Partners shall contact OSCSC on any matter relating to this Bid from the time of Bid opening to the time contract is awarded.
- 4.10.2 Any effort by the Bidder or by its Technical Partners to influence OSCSC in the Bid evaluation, bid comparison or contract award decisions, may result in the rejection of his Bid.
- 4.10.3 The OSCSC shall not entertain any correspondence with from any bidder in relation to acceptance or rejection of any bid.

#### **4.11 Proposed Manpower Deputation**

- 4.11.1 The winning bidder should deploy the proposed manpower within 20 (twenty) days of getting the work order.
- 4.11.2 Failure on the part of the winning bidder to deploy the proposed manpower within 20 (twenty) days of getting the work order will attract a penalty equivalent to the one day's charge of the no- available manpower multiplied by the number of days he/she is not deployed. This penalty will be deducted from the first monthly invoice raised by the vendor. Beyond 30 days of failure to depute any of the new incumbent, shall attract termination of the agreement.
- 4.11.3 The deployed manpower at the OSCSC Bhubaneshwar office premises need to report to office and accordingly attendance register should be maintained and submitted with monthly invoice.
- 4.11.4 OSCSC office time is 10 am to 6 pm. OSCSC office is open from every Monday to Friday and odd numbered Saturdays of the month. However, the deployed manpower may have to stretch time as demanded by the SLA. Unauthorized absence by any resource shall invites action like immediate dis-engagement of the concerned resource.
- 4.11.5 For any absence of any manpower, the vendor will not be claiming the daily charge of the manpower for the number of days he/she is absent in a month.
- 4.11.6 The responsibility of the conduct and action of deputed manpower at OSCSC is the direct responsibility of the vendor. Any damages caused to OSCSC property by the deputed manpower has to be made good by the vendor.
- 4.11.7 The client OSCSC reserved the right to request removal of any manpower at its discretion without showing a reason. In such a scenario, the vendor is bound to replace the manpower within 15 days (15 days inclusive of holidays). Failure to abide by this will attract a penalty equivalent to the one day's charge of the to be replaced manpower multiplied by the number of days he/she is not replaced beyond the stipulated 15 days. This penalty will be deducted from the monthly invoice raised by the vendor. Please note beyond 15 days, the to be replaced manpower won't be allowed inside the OSCSC premises.



- 4.11.8 Any replacement of a manpower should be done with a matching or higher profile. Deputation of a replacement manpower will be only allowed after OSCSC conducts the interview of the proposed candidate and is satisfied.

#### **4.12 Amendments in RFP Document**

- 4.12.1 OSCSC may, in its absolute discretion, but without being under any obligation to do so, whether at its own initiative or in response to clarifications requested by a bidder, update, amend or supplement the information in this RFP document.
- 4.12.2 At any time prior to the deadline for submission of the Bids, OSCSC may amend the RFP document by issuing addendum/corrigendum without notifying any Bidder or without giving any reason. Any corrigendum issued shall be part of the Bidding document and shall be communicated by the OSCSC on its websites. In case of issuing addendum/corrigendum, the last date of Bid submission may be extended by OSCSC, if felt necessary by OSCSC.
- 4.12.3 OSCSC will bear no responsibility or liability arising out of failure to note or check the corrigendum in time or otherwise by the Bidder.
- 4.12.4 The Bidders are requested to refrain from requesting extension of time on any grounds since the same will not be entertained by OSCSC.
- 4.12.5 No clarification obtained through verbal communication by the Bidder with any employee of OSCSC will be deemed as addendum/corrigendum to this RFP document. The Bidder acting on such a verbal communication will do so at his own risk and OSCSC shall bear no responsibility for any outcome arising out of this.
- 4.12.6 Notwithstanding anything to the contrary contained in the RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Selected Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

#### **4.13 Compliance with Mandatory Requirements**

All proposals/Bids will be reviewed for compliance with the mandatory requirements as contained within the RFP. The proposals/Bids deemed non-responsive will be eliminated from further consideration.

#### **4.14 Financial Proposal**

- 4.14.1 Financial Bid shall include the following document:

Sr. No.	Document Type	Document Format
1.	Financial Quote	In the prescribed format (in pdf file) as per Annexure - 12



2.	Financial Bid cover letter	In the prescribed format (in pdf file) as per Annexure - 13
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- 4.14.2 The Bidder as part of its financial Bid should account for all out of pocket and other expenses including all permits, approvals, travel cost and licenses etc. that may be required for completion of all items as mentioned in the scope of work of this RFP document.
- 4.14.3 The Financial Proposal should include all the GST/Service Tax, other Taxes, Duties, Cess, etc.
- 4.14.4 The prices/rates quoted by the Bidder shall remain firm (fixed) during the entire Contract Period and shall not be subject to any variation on any account. A Bid submitted with variable price quotation will be treated as non-responsive and hence shall be liable to be rejected.

#### **4.15 Terms & Conditions of Bidders**

- 4.15.1 Any terms and conditions of the Bidder will not be acceptable at any stage of Bidding process.
- 4.15.2 Any terms and conditions of the Bidders mentioned in the Bid will not be considered as a part of their Bids and/or contract.

#### **4.16 Deviations in Terms and Conditions of RFP**

- 4.16.1 No deviations in the terms and conditions as laid out in the RFP will be accepted.
- 4.16.2 The evaluation committee overseeing the RFP reserves the right to waive minor irregularities. The evaluation committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the OSCSC evaluation committee.
- 4.16.3 Bidders are advised to exercise adequate care in quoting the price. No modification/correction in the Bids will be entertained after the Bid submission date.
- 4.16.4 Provided that a Proposal is substantially responsive, OSCSC may, at its discretion, request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 4.16.5 Provided that the Financial Proposal is substantially responsive, OSCSC will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
- 4.16.5.1 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, unless in the opinion of OSCSC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; or

4.16.5.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

4.16.5.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (5.18.5.1) and (5.18.5.2) above.

4.16.6 If the Bidder does not accept the correction of errors, its Bid shall be disqualified.

#### **4.17 Right to Publish**

Throughout the duration of this bidding process and contract term, Bidders must secure from OSCSC, written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bid or termination of the contract.

#### **4.18 Due diligence by Bidders**

4.18.1 Each Bidder should conduct its own study in order to respond to this RFP document.

4.18.2 OSCSC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP document.

#### **4.19 Clarifications from Bidders**

4.19.1 OSCSC may at its sole discretion contact the Bidder for clarification of the response.

4.19.2 OSCSC reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the Bidders by its own means and methods. In case OSCSC receives feedback contrary to the responses of the Bidder or is not satisfied with compatibility of the experience with the required standards/expectations, OSCSC reserves the right to form its own opinion and even reject the Bids.

4.19.3 OSCSC/ Evaluation Committee may use other sources of information in proposal evaluation as required.

#### **4.20 Collusive Proposal**

4.20.1 Bidders and their employees, authorized representative, advisors and any other person associated with the Bidder in any manner, must not engage in any collusive proposal,



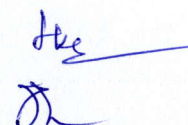


anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or submission of Bid.

- 4.20.2 In addition to any other remedies available under any law or any contract, OSCSC reserves the right, in its sole and absolute discretion, to reject any submission lodged by a Bidder that engaged in any collusive proposal, anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or lodgment of proposals, and further the PBG may be invoked and can be blacklisted for next 3 years.

#### **4.21 Fraud and Corrupt Practices**

- 4.21.1 The Bidders and their respective employees shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, OSCSC may reject any submitted Bid without being liable in any manner whatsoever 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 in the Bidding Process.
- 4.21.2 OSCSC may also initiate appropriate legal action under relevant Indian laws against the Bidder found indulging in fraud and corrupt practices.
- 4.21.3 Without prejudice to the rights of OSCSC hereinabove, if a Bidder is found by OSCSC to have directly or indirectly or through any other person, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding process, such Bidder shall not be eligible to participate in any tender/RFP issued by OSCSC for a minimum period of 2 (two) years from the date such Bidder is found by OSCSC 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, as the case may be.
- 4.21.4 Misrepresentation and/or improper response by any Bidder may lead to disqualification of the Bidder. If any such disqualification is detected at any stage of Bidding process/implementation, such Bidders are liable to be blacklisted.
- 4.21.5 Bids, which in the opinion of OSCSC, have been completed with the improper assistance of employees of OSCSC and ex-employees of OSCSC, or with the utilization of information unlawfully obtained from OSCSC, will be excluded from further consideration and shall be rejected.
- 4.21.6 For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
- 4.21.6.1 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process
- 4.21.6.2 "Fraudulent practice" means a misrepresentation or omission of facts or





suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

- 4.21.6.3 "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process
- 4.21.6.4 "Undesirable practice" means establishing contact with any person connected with or employed or engaged by OSCSC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.
- 4.21.6.5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### **4.22 Conflict of Interest**

- 4.22.1 OSCSC requires the Bidders to provide professional, objective, and impartial advice and at all times and to hold Odisha State Civil Supplies Corporation Ltd interest paramount
- 4.22.2 The Bidders should strictly avoid conflicts with other assignment or their own corporate interests and act without any consideration for future work.
- 4.22.3 Neither the selected Bidder nor any of its personnel, spouse, children or any person having a common interest with the selected bidder shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this project.
- 4.22.4 A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding process if, including but not limited to:
  - 4.22.4.1 Have controlling shareholders in common; or
  - 4.22.4.2 Receive or have received any direct or indirect subsidy from any of them; or
  - 4.22.4.3 Have the same legal representative for purposes of this Bid; or
  - 4.22.4.4 Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of OSCSC regarding this Bidding process; or
  - 4.22.4.5 A bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved.
  - 4.22.4.6 A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid.





#### **4.23 Confidentiality**

- 4.23.1 After the opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations concerning the award of contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 4.23.2 Any effort by a Bidder to influence OSCSC or others connected in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.
- 4.23.3 No Bidder shall contact OSCSC on any matter relating to its Bid, from the time of the opening of Bids to the time the contract is awarded. Any effort of the Bidder to influence OSCSC in its decision in respect of Bid evaluation, bid comparison or award of the contract shall result in the rejection of the Bid and forfeiture of the Bid security. During the Bid preparation process, the Bidders will focus their inquiries and communications, if any, to only the authorized nodal officer of OSCSC.
- 4.23.4 Canvassing in connection with "Request for Proposal" is strictly prohibited. The submitted Bid of the Bidder who resorts to canvassing is liable to be rejected. The Bid containing uncalled remarks, or any additional conditions are liable to be rejected.
- 4.23.5 The OSCSC shall treat all information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. OSCSC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the OSCSC

#### **4.24 Taxes & Duties**

##### **4.24.1 Indirect Taxes**

- 4.24.1.1 The Service provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OSCSC subject to submission of documentary evidence to the satisfaction of OSCSC.
- 4.24.1.2 In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service provider shall deposit the same to the appropriate Authority which shall be reimbursed by OSCSC on actuals and upon submission of documents evidencing such payment.
- 4.24.1.3 Obligations relating to Goods and Services Tax (GST)
  - The service provider should have registration under GST Acts




- The service provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
- The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
  - a) Name, address and Goods and Services Tax Identification Number of the Supplier;
  - b) A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters-hyphen or dash and slash symbolized as "-" and "/" respectively, and any combination thereof, unique for a financial year;
  - c) Date of its issue;
  - d) Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient.
  - e) Harmonized System of Nomenclature code for goods or SAC code for services.
  - f) Description of goods or services.
  - g) Quantity in case of goods and unit or Unique Quantity Code thereof.
  - h) Total value of supply of goods or services or both;
  - i) Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
  - j) Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
  - k) Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
  - l) Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
  - m) Address of delivery where the same is different from the place of supply;
  - n) Whether the tax is payable on reverse charge basis; and
  - o) Signature or digital signature of the supplier or his authorized representative.

4.24.1.4 The service provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OSCSC and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make OSCSC enable to take Input Tax Credit (ITC) of the GST amount paid against those Bills.

4.24.1.5 If due to any reason attributable to the service provider, Input credit of the GST amount paid on Invoices raised by the service provider is not available to OSCSC/denied by the dept. then the same will be recovered from the payments of the service provider or the service provider has to deposit an equivalent



amount.

- 4.24.1.6 The service provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- 4.24.1.7 The service provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- 4.24.1.8 The service provider hereby undertakes to indemnify OSCSC, from any liabilities arising in future due to noncompliance by the service provider of the GST Acts, Rules and any other Acts currently in force and applicable to the service provider in relation to the job assigned to the service provider by OSCSC.

#### 4.24.2 Direct Taxes

- 4.24.2.1 TDS as applicable shall be deducted under Income Tax Act, 1961 and certificate of deduction shall be provided by OSCSC to the Service provider in accordance with the provisions of Income Tax Act, 1961.

### 4.25 Return of Information to OSCSC

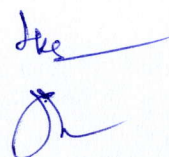
- 4.25.1 OSCSC reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by OSCSC (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Bidder, including all copies of such information) be:
  - 4.25.1.1 Returned to OSCSC, in which case the Bidder must promptly return all such information to the address identified by OSCSC; or
  - 4.25.1.2 Destroyed by the Bidder, in which case the Bidder must promptly destroy all such information and provide OSCSC with written certification that it has been destroyed.

### 4.26 False or Misleading Claims

- 4.26.1 OSCSC may in its absolute discretion exclude or reject any proposal that in the opinion of OSCSC contains any false or misleading claims or statements. OSCSC has no liability to any person or agency for excluding or rejecting any such proposal.

### 4.27 Criminal Charges and Conviction

- 4.27.1 The Bidder warrants that it has disclosed and will continue to disclose during the term of this Contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates that would reasonably be expected to





adversely affect the Bidder and the company who owns the patent of the technology being offered or the Bidder's capacity to fulfil its obligations under this contract.

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## **5. Evaluation of Bids/Proposals**

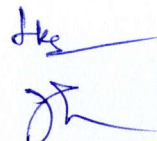
To evaluate the Tender, Odisha State Civil Supplies Corporation Ltd shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial Bids as per the process mentioned below.

### **5.1 Evaluation Process:**

- 5.1.1 Tender Evaluation Committee (TEC) will evaluate and compare the Bids that have been determined to be substantially responsive.
- 5.1.2 Tender Evaluation Committee shall review the Proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its Bid.
- 5.1.3 All Bidders that are found eligible after the pre-qualification check shall be considered for technical bid evaluation.
- 5.1.4 All bidders that are found eligible after technical bid evaluation (scoring minimum 60 marks in the technical evaluation) shall be considered for financial evaluation.
- 5.1.5 The Financial Proposals of Bidders will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address as will be conveyed by the OSCSC.

### **5.2 Opening of Bids**

- 5.2.1 Bid Opening shall take place at OSCSC Office in Bhubaneswar. Proposals submitted along with the DD for Tender Document fee shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
- 5.2.2 In case of tender document fee is not received as per the timeline mentioned in Bid Data Sheet, the Bid submitted online would be rejected.
- 5.2.3 Opening of Bid
  - 5.2.3.1 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for OSCSC, the Bids shall be opened at the appointed time and place on the next working day.
  - 5.2.3.2 The OSCSC will open all technical Bids, in the presence of Bidder's representatives who choose to attend the Bid opening process on the prescribed date and time of opening at the prescribed venue as mentioned in RFP.
  - 5.2.3.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the OSCSC may, in its sole discretion, exclude the relevant information from computation for the Bidder.





5.2.3.4 Where any information is found to be patently false or amounting to a material misrepresentation, the OSCSC reserves the right to reject the Bid.

5.2.3.5 To facilitate evaluation of Bids, the OSCSC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

### **5.3 Initial Determination of Compliance with RFP Requirements**

5.3.1 During Bid opening, preliminary scrutiny of the Bid documents will be made to determine whether they are complete, whether required DD have been furnished and whether the Bids are generally in order. The TEC will perform an initial review of all proposals that are submitted on time. After initial review, the Committee may recommend discontinuing the evaluation of any proposal which it considers unacceptable prima facie for any reason such as:

5.3.1.1 The proposal is not a reasonable effort to respond to the requirements of the RFP.

5.3.1.2 The proposal contains technical deficiencies, such as not all the requirements of the solution are addressed, and proposed solution is not in accordance with the requirements of the OSCSC.

5.3.1.3 The Bidder shall provide all supporting documents for all the information submitted as a part of this RFPs response. Any claim without the required supporting document would not be considered for the purpose of scoring. The supporting documents submitted must be valid as on the date of submission of the Bids.



5.3.2 To assist in the scrutiny, evaluation, and comparison of offers, OSCSC may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by OSCSC in the evaluation of the Bids.

5.3.3 OSCSC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the OSCSC in respect of such Bid after the submission last date and time.

### **5.4 Correction of Errors**

5.4.1 Bidders are advised to exercise adequate care in quoting the prices. No modification/correction in quotations will be entertained once the Bids/proposals are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/overwriting in the proposal are initialed by the person signing the proposal form.

5.4.2 In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall be considered final.



### 5.5 Prequalification Criteria

The Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in this RFP document. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Services required by the OSCSC. The basic eligibility criteria are as mentioned in the table below.

Please note, that the interested firms should have the credentials to meet all of the following criteria to become eligible bidders for the selection process of vendor for SAP Support and Maintenance Services at OSCSC:

#	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	Bidder should be Company registered under Companies Act, 1956/2013 Or a partnership firm registered under LLP Act, 2008	<ul style="list-style-type: none"><li>• Certificates of Incorporation/ Registration as applicable</li></ul>
2	Annual Turnover from IT/ ITES Operations	The Bidder should have average annual turnover of at least INR. 3 Crores from IT projects in last three financial years (i.e. 2019-20, 2020-21 and 2021-22).	Financial Capability Statement in prescribed format (Annexure – 6)
3	Power of Attorney	A board resolution OR power of attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder.	Board Resolution Or Power of Attorney with appropriate supporting documents
4	Technical Capability	The bidder must have experience of successful implementation and support of at least three (3) projects based on SAP	Annexure – 9 along with



		<p>applications during past five years from the date of bid submission.</p> <p>From above submitted three (3) successful implementations / support services, at least one project should be full scope implementation of the SAP enterprise application covering functional areas such as FIC</p>	<p>Completion certificates from the client</p> <p>OR</p> <p>Or Work order + Phase completion certificate from the client</p> <p>OR</p> <p>Work order + Self certificate of completion (Certified by the Authorized Signatory/ Chartered Accountant);</p>
5	PAN, IT Registration and GST Certificate	The bidder shall have PAN, valid income tax registration certificate and valid GST registration certificate.	<p>i. Copy of PAN/ Income Tax Registration certificate</p> <p>ii. Copy of GST registration certificate.</p>
6	Blacklisting	The bidder should not be blacklisted by any Government entity in India as on date of bidding.	Undertaking of the authorized signatory (Annexure – 4)
7	Tender Fee	Proof of payment to be submitted	Demand Draft in Favour of The Managing Director, Odisha State Civil Supplies Corporation Ltd. payable at Bhubaneswar
8	Bid Participation Cover Letter	Bid Participation Cover Letter	Technical Bid Submission As per Annexure-2

**Note:** all the submitted documents and annexures should have authorized signatory's sign and seal.

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## 5.6 Technical Bid Evaluation Procedure

Following the QCBS method, in the first stage, the Technical Proposal will be evaluated on the basis of experience of the bidder, financial turnover, Bidder's profile, presentation and Key Personnel and other relevant technical requirements etc. Only those Bidders who submit complete RFP documents and score 60 marks or more out of 100 marks in their Technical Proposals shall be qualified for next round i.e., Financial bid round.

The scoring criteria for evaluation of Technical Proposals is as mentioned below.

Sl. No.	Criteria	Level	Score	Max Score
1	Average Annual Turnover in last 3 (Three) Financial Years	INR 3 Crore	5	10
		Greater than INR 3 Crore and less than INR 10 Crore	7	
		Greater than INR 10 Crore	10	
2	Number on SAP projects (implementation/ maintenance) obtained	3 orders	6	10
		More than 3 orders and less than 10 orders	8	
		More than 10 orders	10	
3	Authorized SAP Partner Certification	No	0	5
		Yes	5	
4	Presentation on this RFP project implementation and methodology	Understanding the OSCSC requirement	0 - 5	30
		Deployment Strategy	0 - 10	
		Execution methodology	0 - 15	
5	FI/CO Functional Consultant cum Project Lead (Senior)	Holds SAP Certification	3	10
		Holds PRINCE2/ PMP Certification	3	
		Has more than 5 years and less than 7 years of experience as FICO Functional Consultant	1	
		Has more than 7 years and less than 10 years of experience as FICO Functional Consultant	2	
		Has more than 10 years of experience as FICO Functional Consultant	4	



Sl. No.	Criteria	Level	Score	Max Score
6	FI/CO Functional Consultant (Junior)	Has more than 3 years and less than 5 years of experience as FICO Functional Consultant	3	5
		Has more than 5 years and less than 7 years of experience as FICO Functional Consultant	4	
		Has more than 7 years of experience as FICO Functional Consultant	5	
7	MM & PP Functional Consultant (Senior)	Has more than 5 years and less than 7 years of experience as MM Functional Consultant	3	5
		Has more than 7 years and less than 10 years of experience as MM Functional Consultant	4	
		Has more than 10 years of experience as MM Functional Consultant	5	
8	SD Functional Consultant (Junior)	Has more than 3 years and less than 5 years of experience as SD Functional Consultant	3	5
		Has more than 5 years and less than 7 years of experience as SD Functional Consultant	4	
		Has more than 7 years of experience as SD Functional Consultant	5	
9	PI/PO & BASIS Technical Consultant (Junior)	Has more than 3 years and less than 5 years of experience as BASIS Technical Consultant	3	5
		Has more than 5 years and less than 7 years of experience as BASIS Technical Consultant	4	
		Has more than 7 years of experience as BASIS Technical Consultant	5	

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Sl. No.	Criteria	Level	Score	Max Score
10	Workflow & ABAP Technical Consultant (Senior)	Has more than 5 years and less than 7 years of experience as BASIS Technical Consultant	3	5
		Has more than 7 years and less than 10 years of experience as BASIS Technical Consultant	4	
		Has more than 10 years of experience as BASIS Technical Consultant	5	
11	SAP Consultant for District Offices Support - 1	Has more than 2 years and less than 3 years of experience in related SAP module (preferably FICO) as Functional Consultant.	1	2.5
		Has more than 3 years and less than 4 years of experience in related SAP module (preferably FICO) as Functional Consultant.	1.5	
		Has more than 4 years of experience in related SAP module (preferably FICO) as Functional Consultant.	2.5	
12	SAP Consultant for District Offices Support - 2	Has more than 2 years and less than 3 years of experience in related SAP module (preferably FICO) as Functional Consultant.	1	2.5
		Has more than 3 years and less than 4 years of experience in related SAP module (preferably FICO) as Functional Consultant.	1.5	
		Has more than 4 years of experience in related SAP module (preferably FICO) as Functional Consultant.	2.5	







Sl. No.	Criteria	Level	Score	Max Score
13	SAP Consultant for District Offices Support - 3	Has more than 2 years and less than 3 years of experience in related SAP module (preferably FICO) as Functional Consultant.	1	2.5
		Has more than 3 years and less than 4 years of experience in related SAP module (preferably FICO) as Functional Consultant.	1.5	
		Has more than 4 years of experience in related SAP module (preferably FICO) as Functional Consultant.	2.5	
14	SAP Consultant for District Offices Support - 4	Has more than 2 years and less than 3 years of experience in related SAP module (preferably FICO) as Functional Consultant.	1	2.5
		Has more than 3 years and less than 4 years of experience in related SAP module (preferably FICO) as Functional Consultant.	1.5	
		Has more than 4 years of experience in related SAP module (preferably FICO) as Functional Consultant.	2.5	

**Total Technical Marks = 100**

### 5.7 Financial Bid Evaluation

- 5.7.1 The Financial Bid contains documents as mentioned in Annexure- 12 & 13.
- 5.7.2 For financial evaluation, the total Lump-sum cost of the assignment indicated in the Financial Proposal, including all applicable taxes, shall be considered.
- 5.7.3 Buyer will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.
- 5.7.4 Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the terms within the total quoted price shall be that of the Bidder.

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- 5.7.5 The lowest Financial Quote will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

$$FS1 = 100 \times (FMQ/FX1)$$

Where,

- FS1 is computed Financial Score of Bidder 1
- FMQ is the exact Financial Lowest Quote obtained
- FX1 is the exact Financial Quote of Bidder 1

For example – If A is the lowest bidder who has bid Rs. 20 for a project and B and C are the other 2 bidders with bids of Rs. 40 and Rs. 60, normalized scores of A is taken as 100, B is taken as  $(100 \times 20 / 40 = 50)$  and C is taken as  $(100 \times 20 / 60 = 33.3)$ .

- 5.7.6 Combined and Final Evaluation

- Proposals will finally be ranked according to their combined technical score (TS) and financial score (FS) scores as follows:
- Combined Score (S) =  $0.7(TS) + 0.3(FS)$

Where TS and FS are weights assigned to the Technical Proposal and Financial Proposal, which shall be 70% and 30% respectively.

- 5.7.7 The Selected Bidder shall be the Bidder with the highest combined score(S). The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws or fails to comply with the requirements specified in this RFP, as the case may be.

- 5.7.8 Evaluation Process:

Buyer reserves the right to seek clarifications from the Participating organizations. The Organization shall be required to furnish such clarifications. In the course of evaluation, if in buyer's opinion, the Technical Proposal is materially deficient or inconsistent in any aspect or fraudulent; the Proposal shall be declared Non-responsive and shall not be considered for further evaluation.

- 5.7.9 The financial bid of only the qualified bidders will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by OSCSC, and the same will be evaluated by a duly constituted Committee.

## **5.8 Selection of Winning Bidder**

- 5.8.1 The bidder(s) who is found to be the highest scorer in the previously described QCBS method will be declared the winner.
- 5.8.2 In Case multiple bidders quoting same price, bidder securing highest technical marks shall be awarded the contract.
- 5.8.3 Lol will be issued to the winning bidder on recommendation of Tender Committee.





## **5.9 Bid Submission**

- 5.9.1 Online bids (complete in all respect) must be uploaded latest by the deadline given in Date Sheet
- 5.9.2 The technical and financial bids should be submitted online as separate PDF files inside a zipped folder.
- 5.9.3 The technical and financial bid PDF files should be password protected. The passwords will be collected from the bidder authorized representative only during the respective bid openings.
- 5.9.4 The DD for Tender document fee should be physically submitted at OSCSC, Bhubaneswar office.
- 5.9.5 The DD for Tender document fee should be put in a sealed envelope. The sealed envelope should be addressed to Managing Director, OSCS, Odisha. The envelope should clearly mention the name and number of the RFP along with the Name and contact details of the Bidder.
- 5.9.6 The sealed envelope containing the DD should be submitted at OSCSC, Bhubaneswar, head office on or before the last date and time of submission of bid as mentioned in the data sheet.

## **6. Award of Contract**

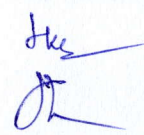
Following finalization of selected Bidder, the contract shall be signed between OSCSC and the empaneled Bidder to whom work has been allocated. After signing of the Contract Agreement, no variation in or modification of the term of the contract shall be made except by written amendment signed by both parties.

### **6.1 Notification of Award**

- 6.1.1 The successful Bidders for award shall be notified by the OSCSC in writing or by email, that its proposal has been accepted (hereinafter the "Letter of Intent"), prior to the expiration of the period of validity of the proposals. The receipt of this letter shall be acknowledged by the successful Bidder in writing and shall send its acceptance letter (hereinafter the "Letter of Acceptance").

### **6.2 Signing of Contract**

- 6.2.1 Once the OSCSC notifies the successful Bidder that its proposal has been accepted, pursuant to the Bidder for acknowledging the Letter of Intent (LoI), the successful Bidders and OSCSC shall sign the Contract as early as possible, within 15 days. This shall be subject to the furnishing of the Security Deposit in the form of Bank Guarantee (BG)





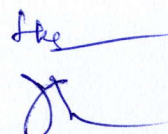
or Demand Draft as stated in clause above. The signing of the Contract shall amount to award of the Contract and the successful Bidder shall initiate the execution of the work as specified in the Contract.

### 6.3 Contract Period

- 6.3.1 The contract shall remain in force for a period of One (1) year from the date when the Bidder is called upon to perform the services i.e. date of issuance of Letter of Award. On mutual consent of selected vendor and OSCSC the contract period can be extended at the same quoted rate.

### 6.4 Security Deposit

- 6.4.1 The successful Bidder at its own expense will have to furnish a security deposit (as mentioned in data sheet) in the form Demand Draft payable to OSCSC or an unconditional and irrevocable Bank Guarantee drawn from a scheduled bank acceptable to OSCSC. No interest will be paid on the Security Deposit amount.
- 6.4.2 All incidental charges, costs, taxes, whatsoever such as premium, commission etc. with respect to the Demand Draft/Bank Guarantee shall be borne by the Bidder. In case the Security Deposit is submitted in the form of Bank Guarantee, then the successful Bidder shall ensure that the Bank Guarantee is valid at all times during the Term of the contract (including any renewal) and for a period of 180 days beyond all the contractual obligations/ completion of contract period/ tenure of the appointment. No cost of whatsoever in nature shall be borne by OSCSC.
- 6.4.3 In the event of the Bidder being unable to service the Contract for whatever reason, OSCSC will encash the Security Deposit. Notwithstanding and without prejudice to any rights whatsoever of OSCSC under the Contract in the matter, the proceeds of the Security Deposit shall be payable to OSCSC as compensation for the Bidder's failure to perform/comply with its obligations under the Contract. OSCSC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days.
- 6.4.4 Before encashing, the Bidder will be given an opportunity to represent before OSCSC. The decision of OSCSC on the representation given by the vendor shall be final and binding. If circumstances so warrant, the matter may be referred to an Arbitrator(s) as appointed under Dispute Resolution, Arbitration & Legal Jurisdiction.
- 6.4.5 The Security Deposit is required to protect OSCSC against the risk of selected Bidder's conduct, which would warrant the Security Deposit forfeiture.
- 6.4.6 Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between OSCSC and the service provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising





under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the service provider and OSCSC within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

- 6.4.7 Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

#### **6.5 Recovery of sums due**

- 6.5.1 All costs, damages, or expenses which the OSCSC may have paid, for which under the Service Order / Agreement, the Service provider is liable, may be recovered by the OSCSC (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action of law or otherwise. If the same due to the Service provider be not sufficient to recover the recoverable amount, the Service provider shall pay to the OSCSC, on demand, the balance amount.

#### **6.6 Annulment of Award**

- 6.6.1 Failure of the successful Bidder to comply with Eligibility criteria, technical evaluation criteria and other terms and conditions set out in the RFP document shall constitute sufficient ground for the annulment of the award of contract, in which event OSCSC may make the award to the Bidder who quoted second lowest financial bid (and so on) or may call for new Bids.




## 7. Service Level Agreement

Severity Levels	Severity Type	Description	Resolution Duration	Uptime %
S1 Business Standstill	Critical	<ul style="list-style-type: none"> <li>An application is unavailable and blocks the execution of the primary business process. A workaround is not possible.</li> <li>A business-critical part of an application is not available. A workaround is not possible.</li> <li>Business-critical functions cannot be executed. A workaround is not possible.</li> </ul>	Up to 4 Hours	99%
S2 Performance Degradation/ Partial Impact	High	<ul style="list-style-type: none"> <li>Important functions perform with response times that deviate significantly from the agreement.</li> <li>The user is able to work but is unable to achieve a normal productivity level due to the problem.</li> <li>Partial unavailability of system or components.</li> </ul>	Up to 24 Hours	99%
S3 Regular, Default Category	Medium	<ul style="list-style-type: none"> <li>A non-business critical part of an application is unavailable. A workaround is not possible, but the user is able to achieve a normal productivity level.</li> <li>The problem has few consequences for the user and workaround is possible.</li> <li>The majority of the functions operate normally.</li> </ul>	Up to 48 Hours	98%
S4 No Immediate Impact to Business	Low	<ul style="list-style-type: none"> <li>The problem has few consequences for the user and there is a workaround.</li> <li>The application or its parts are used by a very few users &amp; the unavailability will not affect business.</li> </ul>	Up to 72 Hours	98%

### Downtime Calculation methodology

- Downtime will be calculated from OSCSC's reporting time.
- Please note that data integration or requests as raised by OSCSC, post its target completion date will be considered as downtime of severity 1, 2 or 3 and will be defined by OSCSC in the request
- Please note that data reconciliation requests as raised by OSCSC, post its target completion date will be considered as downtime of severity 1, 2 or 3 and will be defined by OSCSC in the request
- Please note that Report creation requests as raised by OSCSC, post its target completion date will be considered as downtime of severity 1, 2 or 3 and will be defined by OSCSC in the request

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Effective Downtime-hours will be calculated by assigning appropriate weight to each severity parameter. The basis of downtime calculation is as follows:

Severity Weight Formula for Effective Downtime-hours Calculation:

- $S1 \times (1.0) \text{ Weight} \times \text{Down time in Hours}$
- $S2 \times (0.6) \text{ Weight} \times \text{Down time in Hours}$
- $S3 \times (0.4) \text{ Weight} \times \text{Down time in Hours}$
- $S4 \times (0.2) \text{ Weight} \times \text{Down time in Hours}$

Monthly downtime % =  $(\text{effective downtime-hours in a month} \times 100) / (24 \times 30)$

Where  $(24 \times 30)$  is number of hours in 30 days of a month

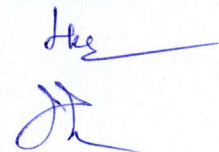
Please note that uptime is considered for all days in a month and year, including holidays. That is, uptime will be all 365 days in a year.

In case of Severity 1 and 2 (S1 & S2) incidents, the respective user from OSCSC will also be available to support the vendor during trouble shooting.

Please note that planned maintenance time are not considered inside the required uptime.

Penalty clause for SLA:

- Penalty will be charged as at the rate of 1% of the total contract rate per month for each 1% decrease in the uptime (Desired uptime as per severity level) with a maximum of 10% of the contract cost.
- If the monthly uptime falls below 90%, contract / Order may be cancelled and OSCSC may claim entire PBG amount as penalty.





## 8. Presentation

- 8.1 The bidder shall be evaluated based on the presentation to be given to OSCSC as part of the technical bid evaluation.
- 8.2 The date, time and venue of the presentation will be conveyed by OSCSC to the qualified Bidders on a later date.
- 8.3 The Bidders should come prepared to the presentation along with their laptop to give the presentation from a softcopy.
- 8.4 The presentation should mention the name of the bidding organization along with contact person's name, designation and contact details (Email, mobile etc.)
- 8.5 The presentation should cover initially provide a brief description of the bidding organization clearly mentioning the following details.
- Inception of the organization
  - Organization structure
  - Financial of turnover of the organization (at least in last 3 financial years)
  - Number of SAP functional consultants it has on its payroll
  - Number of SAP projects (implementation/maintenance) it has undertaken
- 8.6 The first slide of the presentation should clearly mention the name and number of this RFP.
- 8.7 The hardcopy of the presentation should be submitted by the Bidder to OSCSC on the same date.
- 8.8 The presentation must be attended and presented by the candidate proposed as FI/CO Functional Consultant cum Project Lead (Senior) along with him at least two persons from the proposed list of first six SAP Technical/ Functional consultants should attend and participate in the presentation.
- 8.9 The evaluation of the presentation will be on following parameters as mentioned in the table:

Sl. No.	Technical Evaluation Parameters	Min. Mark	Max. Mark	Total Possible Accumulative Score
1	Understanding the OSCSC requirement	0	5	30
2	Deployment Strategy	0	10	
3	Execution methodology	0	15	



## **9. General Terms and Conditions**

### **9.1 Language & validity period of RFP**

- 9.1.1 Application shall be submitted in English only. The responses to this RFP shall remain valid for acceptance up to 30 days from the date of opening of applications. However, the Application validity period can be extended by another 15 days at the sole discretion of OSCSC authority which shall be binding on Bidder. Offers of any Bidder not kept open for the prescribed period shall be summarily rejected.

### **9.2 Period of Contact:**

- 9.2.1 The period of contact shall be for one year. On satisfactory performance of the scope of work, it may be extended by OSCSC at its own discretion. The extension time line and rate will be on mutual agreement between the vendor and OSCSC.

### **9.3 General Instructions**

- 9.3.1 The Bidders are requested to go through the instructions, eligibility criteria and technical specifications given in the RFP document. Failure to furnish all required information duly indexed and page numbered will be at the bidder's risk and may result in the rejection of the bid proposal.
- 9.3.2 Each page of the bid document should be signed by the authorized signatory and seal of the company should be affixed below it, as a token of confirmation, that the response to RFP document has been read and understood.

### **9.4 Performance guarantee:**

- 9.4.1 The successful bidder shall furnish Performance Security for an amount of 10% of the total quoted value of the bid or contract, to ensure due performance of the contract within fifteen (15) days or earlier from the date of receipt of communication from OSCSC informing "Acceptance of Bid". The Performance Security shall be furnished as mentioned in the Data Sheet.
- 9.4.2 The performance security will be returned after a period of 60 days of expiry of the Agreement on provision of satisfactory services. The decision as to what constitutes "unsatisfactory service" shall solely lie with OSCSC and shall be final & binding.
- 9.4.3 Earnest Money of successful bidder will be refunded on receipt of performance guarantee.





#### **9.5 Award of contract:**


- 9.5.1 The contract shall be awarded to winning bidder, by conveying acceptance of their proposal by OSCSC in writing and on submission of PBG.
- 9.5.2 All the terms and conditions as stated in the RFP documents, Appendices and Acceptance conveyed by OSCSC would constitute the terms of agreement
- 9.5.3 The selected winning bidder is expected to commence the Assignment on the date and at the location to be specified in the Agreement to be issued by OSCSC as per its requirement & on the term & conditions specified.

#### **9.6 Communication of acceptance:**

- 9.6.1 Acceptance of RFP conditions by the Indenter will be communicated by registered letter/ speed post / fax / e-mail or a formal letter of 'Acceptance of Bid' by hand, informing amount of Performance Security to be deposited. The award of work order, when issued to successful bidder, constitutes the contract with collateral supports from terms and conditions of the tender/RFP limitation notices as well as formal agreement on non-judicial stamp paper if any, all of which finally form the contractual obligations to be adhered to / performed by the bidder.
- 9.6.2 Non-performance of any such obligations makes the bidder liable for consequential effects.

#### **9.7 Payments to Vendor:**

- 9.7.1 The vendor will be paid at the rates and in accordance with the terms & conditions as agreed to between the agency and OSCSC on a monthly basis.
- 9.7.2 The winning bidder should raise invoice for every month and submit to OSCSC at Bhubaneswar office by 5th of every subsequent month.
- 9.7.3 The monthly invoice amount should be 1/12th of the entire contract value, inclusive of taxes, GST etc.
- 9.7.4 The Invoice of the Bidder should be accompanied with the following documents.
- Monthly attendance report of all its manpower at OSCSC Bhubaneswar premises duly signed by OSCSC authorized person. The report format will be shared with the winning bidder later by OSCSC.
  - Report of the monthly issues raised by OSCSC employee at head office and district offices and resolved by the bidder. The report format will be shared with the winning bidder later by OSCSC.
  - Report of other works undertaken by the bidder in the particular month (e.g. data reconciliation, report creation, integration work etc.) are to be shared by the bidder. The report format will be shared with the winning bidder later by OSCSC.





## **9.8 Termination:**

### **9.8.1 By OSCSC:**

- 9.8.1.1 OSCSC may terminate, by not less than Seven (7) days written notice of termination to the Vendor, to be given after the occurrence of any of the events as specified below:
- 9.8.1.2 If the Vendor commits breach of contract or do not remedy/rectify a failure in the performance of their obligations under the Contract.
- 9.8.1.3 If the Vendor become insolvent or bankrupt.
- 9.8.1.4 If the Vendor is unable to perform a material portion of the Services for a period of not less than Seven (7) days; or
- 9.8.1.5 If OSCSC, in its sole discretion, decides to terminate the Contract at any stage. In the event of violation of any of the terms & conditions of Contract by the Vendor, the PBG (Performance Bank Guarantee) shall stand forfeited in addition to blacklisting of Vendor for a period of 3 years.

### **9.8.2 By the Vendor:**

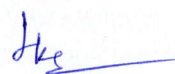

- 9.8.2.1 The Vendor may terminate the Contract, by not less than Thirty (30) days' written notice to OSCSC; provided no service providing process is in progress/pending with OSCSC.

## **9.9 Indemnity:**

The Service Provider shall indemnify OSCSC and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Service Provider in respect of the services provided etc., whatsoever.

## **9.10 Confidentiality:**

The Service Provider and its employees shall undertake to maintain absolute Confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to OSCSC Ltd and its affairs to which the Service Provider/ their employees etc. have access, in the course of performance of the contract and after the completion of the contract.



#### **9.11 Force majeure:**

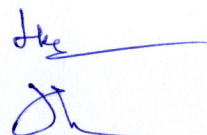
A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected Service provider, which such Service provider could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this project, which do not result from the negligence of such Service provider or the failure of such Service provider to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Service provider's obligations under this project. A Service provider shall be entitled to suspend or excuse performance of its respective obligations under this project to the extent such performance is impeded by a Force Majeure event. Under such circumstances, the number of days lost due to Force Majeure will be added to the contract duration period.

#### **9.12 Notices:**

- 9.12.1 Any notice, request, or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID(s) followed by written confirmation duly signed by authorized signatory.

#### **9.13 Dispute Resolution:**

- 9.13.1 All disputes, if any, arising amongst the contract process shall be resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Bhubaneswar
- 9.13.2 All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- 9.13.3 The sole arbitrator will be appointed by OSCSC, whose decision in this regard will be final & binding.
- 9.13.4 Any dispute, disagreement or question arising out of or relating to this contract or relating to service or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to an Arbitrator, nominated by the Secretary/ Principal Secretary/ Additional Chief Secretary of OSCSC of Food Public Distribution and Consumer Affairs.





- 9.13.5 Each party shall bear its own cost of preparing and presenting its case and if any party fails to comply with any decision reached consequent upon arbitration proceeding pursuant to this clause, may terminate this contract by giving a written notice of termination of minimum 30 days to the bidder.

#### **9.14 Applicable law and jurisdiction:**



- 9.14.1 The Contract shall be interpreted in accordance with the laws of the Union of India.  
9.14.2 In case of a legal dispute the jurisdiction for its settlement will be that of a Court of Law having Jurisdiction at Bhubaneshwar.

#### **9.15 Amendments to the RFP**

- 9.15.1 Before the last date of the receipt of the proposals, the OSCSC, may amend any of the RFP conditions as may be desired or wherever OSCSC feels that such an amendment is necessary. Any such amendments to the RFP conditions will also be put on the appropriate forum at least one week before the last date of submission of the RFP.

#### **9.16 Other conditions**

- 9.16.1 The bidder should submit the proposal only in the Form issued by the OSCSC or in the form downloaded from the website (mentioned in Proposal Data Sheet). As a token of acceptance of the conditions, each page of the RFP document should be duly signed with company's seal affixed below the signatures. OSCSC reserves the right to reject any bid proposal without assigning any reasons thereof, and the same shall not be questioned on any ground, whatsoever.
- 9.16.2 Timing and sequence of events resulting from this RFP shall ultimately be determined by OSCSC
- 9.16.3 Responses are subject to rejection if they limit or modify any of the terms and conditions or specifications of this RFP
- 9.16.4 Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against OSCSC or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- 9.16.5 The Bidder should not bid under any Consortium. No Consortium bid shall be allowed for this Tender.
- 9.16.6 The Bidder is not allowed to do sub-contracting of the work in this RFP.
- 9.16.7 The bidder hasn't been blacklisted by any Central/State Government institution on account of similar or any other services. (To be furnished as a self-declaration, duly signed and stamped by authorized person)



- 9.16.8 The bidder has no pending litigation with any government department or any client or any individual on account of similar or any other services. (To be furnished as a self-declaration, duly signed and stamped by authorized person)

#### **9.17 Authenticity of the Information and Right for Verification**



- 9.17.1 OSCSC reserves the right to verify all statements, information and documents submitted by the potential bidder in response to the RFP. Any such verification or lack of such verification by the OSCSC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the OSCSC there under.
- 9.17.2 In case it is found during the evaluation of the responses or at any time during the subsequent procurement process or before signing of the contract or after its execution and during the period of project execution resulting out of the contract thereof, that one or more of the pre-qualification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet awarded the contract either by issue of the letter of intent or entering into a contract.

#### **9.18 Termination for Insolvency**

- 9.18.1 The OSCSC may at any time terminate the work awarded by giving a written notice to the bidder. Termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the OSCSC.

#### **9.19 Agreement**



- 9.19.1 Successful bidder shall have to enter into agreement with OSCSC envisaging the full terms & conditions regarding support and maintenance of SAP-ERP at OSCSC Bhubaneswar office premises as mentioned earlier.



## **10. Interview of the proposed manpower by Bidder**

- 10.1 The winning bidder will have to arrange for the presence of its proposed manpower (all ten candidates as per the RFP document) at the OSCSC Bhubaneswar head office for interview to be conducted by OSCSC.
- 10.2 The interview of all the candidates as mentioned above will be carried out by OSCSC official and/or its nominated IT-PMU team.
- 10.3 The date, time and venue of the interview will be conveyed by OSCSC to the qualifying Bidders.
- 10.4 The interview process will be part of the technical bid evaluation process.




**Annexure-1: Pre-Qualification Criteria, Technical Bid & Financial Bid document Checklist**

- Annexure – 1 should be the first page of the technical bid document.
- All the pages in the technical bid document should be given serial page number using pen and that page number should be mentioned in the Pre-Qualification Criteria & Technical Bid document Checklist.
- Any Technical bid without the 'Pre-Qualification Criteria & Technical Bid document Checklist' and mention of the page number as is required in the checklist, will be rejected.
- Any document that is not mentioned in the list of documents in Annexure -1 but requested/ required as per this RFP must be submitted by the bidder
- All documents submitted by the bidder must be signed and stamped by the company/ firm authorized personnel, who has the power of attorney.
- Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document and Corrigendum (if any).

Sl. No.	Criteria Description	Document Required	Technical Bid/ Financial Bid	Document is at page number
1	Pre-Qualification Criteria, Technical Bid & Financial Bid document Checklist	Please use the format provided in Annexure-1 and mention the assigned page number	Technical Bid	
2	Bid Participation Cover Letter	Please use the format provided in Annexure-2	Technical Bid	
3	Clearly visible scan copy of the DD for tender document fee	Clearly visible scan copy	Technical Bid	
4	Power of attorney to authorize signatory	Please refer to the format provided in Annexure-3	Technical Bid	
5	Self-Declaration – No Blacklisting	Please use the format provided in Annexure-4	Technical Bid	
6	Details of Organization	Please use the format provided in Annexure-5	Technical Bid	
7	Clearly visible scanned copy of Certificate of Incorporation from Registrar of Companies (ROC)/ Registration as applicable	Clearly visible scan copy	Technical Bid	
8	Both sides scanned clearly visible of the PAN of organization	Clearly visible scan copy	Technical Bid	
9	Clearly visible scanned copy of GST registration certificate	Clearly visible scan copy	Technical Bid	

Authorized Signatory [In full and initials]: \_\_\_\_\_

Company/Firm Seal: \_\_\_\_\_





Sl. No.	Criteria Description	Document Required	Technical Bid/ Financial Bid	Document is at page number
10	Clearly visible scanned copy of ISO certification (if available)	Please write 'not available' in the corresponding page number column if not available	Technical Bid	
11	Clearly visible scanned copy of SAP partner certification (if available)	Please write 'not available' in the corresponding page number column if not available	Technical Bid	
12	DECLARATION: Financial & Turnover details	Please use the format provided in Annexure-6	Technical Bid	
13	Auditor Certified financial statements for the last three financial years, 2019-20, 2020-21, and 2021-22 (Please include only the sections on P&L and the assets, not the entire balance sheet.)	Please ensure the relevant details as filled up in Annexure 6 is clearly identifiable	Technical Bid	
14	Certification by the company auditors supporting the revenue break-up	Please ensure the relevant details as filled up in Annexure 6 is clearly identifiable	Technical Bid	
15	EPF Registration with latest ECR (if available)	Please write 'not available' in the corresponding page number column if not available. If available provide clearly visible scan copy.	Technical Bid	
16	ESI Registration with latest ECR (if available)	Please write 'not available' in the corresponding page number column if not available. If available provide clearly visible scan copy.	Technical Bid	
17	SELF-DECLARATION: Litigation Impact Statement	Please use the format provided in Annexure-7	Technical Bid	
18	Security Deposit Cum Performance Bank Guarantee to be provided only by the winning bidder after issuance of the Letter of Intent	Please refer to the format provided in Annexure-8. Please write 'will be provided on winning' in the corresponding page number column	Technical Bid	

Authorized Signatory [In full and initials]: \_\_\_\_\_

Company/Firm Seal: \_\_\_\_\_

*He*  
*On*



Sl. No.	Criteria Description	Document Required	Technical Bid/ Financial Bid	Document is at page number
19	SAP implementation/ maintenance/ support Experience	Please use the format provided in Annexure-9	Technical Bid	
20	SAP project workorder to support the experience claims	Clearly visible scan copy	Technical Bid	
21	SUMMARY OF CVS OF PROPOSED KEY PROFESSIONAL FOR THE ASSIGNMENT	Please use the format provided in Annexure-10	Technical Bid	
22	Curriculum Vitae (CV) for Proposed Key Professional	The CVs should be submitted as per the format given in Annexure - 11	Technical Bid	
23	Financial Bid	Please use the format provided in Annexure-12	Financial Bid	
24	Financial Bid Cover Letter	Please use the format provided in Annexure-13	Financial Bid	

Authorized Signatory [In full and initials]: \_\_\_\_\_

Company/Firm Seal: \_\_\_\_\_

*Handwritten signature*

*Handwritten signature*



## Annexure-2: Bid Participation Cover Letter

Should be on Company letter head

[Date]\_\_\_\_\_

To,  
**The Managing Director,**  
Odisha State Civil Supplies Corporation Ltd.  
C/2, Nayapalli, Bhubaneswar-12

**Reference:** Notice on Request for Proposal for Support Service of ERP-SAP in OSCSC

Dear Sir,

This is to notify you that our company intends to submit a response to the RFP for support service of SAP applications at OSCSC.

Primary and Secondary contacts for our company are:

	Primary Contact	Secondary Contact
Name:		
Designation:		
Address:		
Mobile No.		
e-mail ID		

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to OSCSC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the OSCSC in its short-listing process.

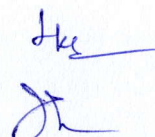
We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process or unduly favors our company in the short-listing process, we are liable to be dismissed from the selection processor termination of the contract during the project, if selected to do so, for undertaking the SAP support project at OSCSC.

We hereby unconditionally declare to accept and abide by all the terms and conditions as mentioned in this RFP document.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Duly authorized to sign the RFP Response for and on behalf of \_\_\_\_\_(ORGANIZATION NAME)\_\_\_\_\_

Yours Sincerely,





\_\_\_\_\_  
(Signature)

Name:

Title:

Date:

(Name and Address of Company)

Seal/Stamp of Bidder

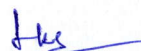
### CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ..... of the ....., and  
that..... who signed the above response is authorized  
to bind the bidding organization.

\_\_\_\_\_  
Signature

Date:

(Seal Here)







**Annexure-3: Format for power of attorney to authorize signatory**

**POWER OF ATTORNEY**

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]*

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the RFP (mention name and ID of the RFP etc.) response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

.....  
(Signature and Name of authorized signatory)

.....  
(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

.....  
Seal of firm Company

Witness 1:

Witness 2:

**Note:**

- a. *To be executed by all the members individually.*
- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*



**Annexure-4: Self Declaration – No Blacklisting**

(On Organization Letter head)

Location, Date:

FROM: [Name of Participating Agency with Complete Address of Communication]

To,  
**The Managing Director,**  
Odisha State Civil Supplies Corporation Ltd.  
C/2, Nayapalli, Bhubaneswar-12

Subject: SELF-DECLARATION – NO BLACKLISTING

Dear Sir,

I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,  
Yours faithfully,

\_\_\_\_\_  
Authorized Signatory  
[Signature with Date and Seal]

Name and Title of the Signatory: \_\_\_\_\_

Name of the company with complete address: \_\_\_\_\_







**Annexure-5: Bidding Organization Details**

Sl. No.	Details of the Organization	Remark
1	Name of Organization	
2	Nature of the legal status in India	
3	Nature of business in India	
4	Date of Incorporation	
5	Date of Commencement of Business	
6	Address of the Headquarters	
7	Address of the Registered Office in India	
8	Supporting Documents	
9	Certificate of Incorporation from Registrar of Companies (ROC), PAN, Service tax	
10	Name of Authorized contact person	
11	Email of Authorized contact person	
12	Phone of Authorized contact person	
13	Does the organization have an office in Bhubaneswar, Odisha (if yes, provide address and office phone number)	
14	Number of employees in the payroll of the organization	
15	Number of SAP Functional Consultants in the payroll of the organization (e.g. 2 (MM), 3 (SD), 4 (FICO) etc.)	
16	Number of SAP Technical Consultants in the payroll of the organization (e.g. 2 (ABAP), 2 (BASIS) etc.)	
17	Number of SAP Certified Consultants in the payroll of the organization	
18	Average of Last three financial year turnover in INR	
19	Number of SAP support maintenance projects done	
20	Number of SAP implementation projects done	
21	Is the organization SAP certified partner	
22	Total order value received by the organization in past 3 years collectively for SAP related IT works	

I hereby declare that the information provided above is true to my knowledge.

Yours Sincerely,

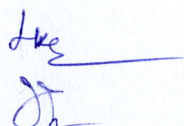
\_\_\_\_\_  
(signature)

Name:

Date:

Designation:

Stamp:





**Annexure-6: Turnover & Financial Information**

Criterion II: Financial & Turnover Information			
	FY -21-22	FY 20-21	FY 19-20
Revenue from IT related services (in INR Crores)			
Profit Before Tax (in INR Crores)			
Revenue from SAP related IT Services (in INR Crores)			
Supporting Documents			
1. Auditor Certified financial statements for the last three financial years, 2015-16, 2014-15, and 2013-14 (Please include only the sections on P&L and the assets, not the entire balance sheet.)			
2. Certification by the company auditors supporting the revenue break-up			

I hereby declare that the information provided above is true to my knowledge.

Yours Sincerely,

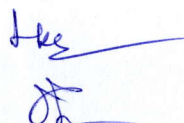
\_\_\_\_\_  
(signature)

Name:

Date:

Designation:

Stamp:





**Annexure-7: SELF-DECLARATION: Litigation Impact Statement**

(Should be on Organization letter head)

[Date]

**To,**  
**The Managing Director,**  
Odisha State Civil Supplies Corporation Ltd.  
C/2, Nayapalli, Bhubaneswar-12

**Reference: Notice of RFP for (mention RFP name and number)**

Dear Sir,

We have read and understood the contents of the Request of Proposal and pursuant to this hereby confirm that we satisfy the eligibility criteria laid out therein.

We hereby confirm that, there is no litigation (including court, arbitration and other proceedings), inquiry or order from any regulatory authority, current or pending against us, which if adversely determined might have material adverse impact on our ability to carry on our business or pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of the support and maintenance of SAP-ERP installed at OSCSC.

Yours Sincerely,

---

(Signature)

Name:

Designation:

Organization stamp/Seal:





**Annexure-8: Security Deposit Cum Performance Bank Guarantee Format**

**(PROFORMA OF BANK GUARANTEE)**

THIS DEED OF GUARANTEE executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

**In favor of**

Odisha State Civil Supplies Corporation Ltd, (hereinafter referred to as "OSCSCL", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

- A. By the Agreement ("AGREEMENT") being entered into between OSCSCL and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office \_\_\_\_\_, Selected Agency for Support and Maintenance of SAP-ERP at OSCSCL (hereinafter referred to as "The Project").
- B. As per terms of RFP, the Selected Bidder is required to furnish to OSCSCL, an unconditional and irrevocable bank guarantee for an amount of INR \_\_\_\_\_ only as security for due and punctual performance/discharge of its obligations under the Agreement relating to Selection of Agency for Hiring of resources at OSCSCL, as specified under the - scope of work of this RFP.
- C. At the request of the Selected Bidder, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Selected Bidder of its obligations relating to the Project.
- D. Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by OSCSCL to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by \_\_\_\_\_ (hereinafter called "the Selected Bidder") of all its obligations relating to the scope of work by the Selected Bidder, in accordance with the Agreement.
3. The Guarantor shall, without demur, pay to OSCSCL sums not exceeding in aggregate INR \_\_\_\_\_, within five (5) calendar days of receipt of a written demand therefor from OSCSCL stating that the Company has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Selected Bidder or validity of demand so made by OSCSCL and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Selected Bidder or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.





4. In order to give effect to this Guarantee, OSCSCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Selected Bidder or postponement/non exercise/delayed exercise of any of its rights by OSCSCL or any indulgence shown by OSCSCL to the Selected Bidder and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by OSCSCL or any indulgence shown by OSCSCL, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ (180 days after completion of tenure of appointment) unless discharged / released earlier by OSCSCL in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of INR. \_\_\_\_\_
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Selected Bidder/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

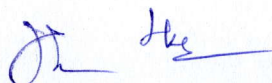
SIGNED AND DELIVERED

by \_\_\_\_\_ Bank, by the hand of Mr. /Ms. \_\_\_\_\_ it's  
\_\_\_\_\_ and authorized official.

Signature:

Seal:

Date:





**Annexure-9: SAP implementation/ maintenance/ support Experience**

Sl. No.	ERP Implementation Project Information (one form for each)	Details
1	Client Name (in Full)	
2	Client Address	
3	Name of the person who can be referred to from Clients' side, with name, designation, email, phone	
4	Nature of business / operations of client	
5	Nature of Client (Govt./Semi Govt./ PSU/ Private sector etc.)	
6	Functional areas of business covered in the project	
7	SAP modules handled in this project (e.g. FICO/MM/SD/Workflow/ PIPO/PP etc.)	
8	Implementation Geographical Location/ Number of Locations / business units at which the project is implemented	
9	Duration of engagement (with Start date and end-date/expected end-date)	
10	Scope of the Project (SAP Consulting/ SAP Implementation/ SAP support/ SAP maintenance/ SAP training etc.)	
11	Version of SAP instance in this project	
12	Total number of users for this SAP project	
13	Work order awarding date	
14	Colour scanned copy of this workorder attached	
15	Number of SAP experiences claimed in this Bid	
16	Serial number of this experience in this Bid (e.g. 3rd of 5 experiences etc.)	
17	Value of the workorder in INR inclusive of all taxes	

I hereby declare that the information provided above is true to my knowledge.

Yours Sincerely,

\_\_\_\_\_  
(signature)

Name:

Date:

Designation:

Stamp:





**Annexure-10: SUMMARY OF CVS OF PROPOSED KEY PROFESSIONAL FOR THE ASSIGNMENT**

(Note: The selected bidder needs to submit the candidate's self-attested certificates of the required stated educational qualification and experiences, as and when required by the department)

Sl. No.	Name of the Candidate	Position Proposed	Highest Educational Qualification	SAP Functional/ Technical Consultant Experience in years	Expertise in SAP modules/s	Have SAP Certification
1		FI/CO Functional Consultant cum Project Lead (Senior)				
2		FI/CO Functional Consultant (Junior)				
3		MM & PP Functional Consultant (Senior)				
4		SD Functional Consultant (Junior)				
5		PI/PO & BASIS Technical Consultant (Junior)				
6		Workflow & ABAP Technical Consultant (Senior)				
7		SAP Consultant for District Offices Support - 1				
8		SAP Consultant for District Offices Support - 2				
9		SAP Consultant for District Offices Support - 3				
10		SAP Consultant for District Offices Support - 4				

I hereby declare that the information provided above is true to my knowledge.

Yours Sincerely,

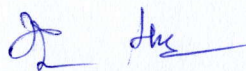
\_\_\_\_\_  
(signature)

Name:

Date:

Designation:

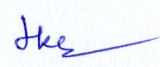

Stamp:





**Annexure-11: Format of Curriculum Vitae (CV) for Proposed Key Professional**

<b>Name of the Key Personnel:</b>				Passport Sized Photo	
<b>Position Proposed For:</b>					
<b>Years with the Bidding Firm/ Company:</b>					
<b>Gender:</b>					
<b>Date of Birth:</b>					
<b>Nationality:</b>					
<b>Address:</b>					
<b>Email:</b>					
<b>Phone:</b>					
<b>Relevant years of experience as SAP Functional/ Technical Consultant:</b> <b>SAP Modules Experienced in:</b> <b>SAP Certification (if done, mention year of obtaining and the module):</b>					
<b>Educational Qualification Details:</b> (Starting from the Highest Qualification, add as many as required)					
Sl. No.	Educational Qualification	Institute	Start Date	End Date	Grade/ Marks Obtained
<b>Experience Details:</b> (Starting from the most recent job, add as many as required)					
Sl. No.	Name of the Employer	Designation	Start Date	End Date	Brief Job Responsibility
<b>Language Proficiency:</b>					
Sl. No.	Language	Reading Skill Level	Writing Skill Level	Speaking Skill Level	Typing Skill Level
<b>Certification:</b> I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.  Signature of Key Professional with Date _____ Full name of Key Professional: _____ Authorized Signatory [In full and initials signature]: _____					



**Annexure-12: Financial Bid****FINANCIAL BID**

(Financial Proposal will be Submitted by bidders in the following format of BOQ only)

**Name of the Bidder:****Bid Valid till, Date:**

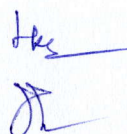
Sl. No.	Type of Manpower	Monthly Deployment Charge in INR	GST/ Tax in INR	Total Monthly Charge in INR
		A	B	C= (A+B)
1	FI/CO Functional Consultant cum Project Lead (Senior)			
2	FI/CO Functional Consultant (Junior)			
3	MM & PP Functional Consultant (Senior)			
4	SD Functional Consultant (Junior)			
5	PI/PO & BASIS Technical Consultant (Junior)			
6	Workflow & ABAP Technical Consultant (Senior)			
7	SAP Consultant for District Offices Support - 1			
8	SAP Consultant for District Offices Support - 2			
9	SAP Consultant for District Offices Support - 3			
10	SAP Consultant for District Offices Support - 4			
<b>Total Amount to be invoiced by the bidder to the buyer every month (for all the manpower inclusive of EPF, ESI, Agency Service Charges and applicable taxes etc.)</b>				

**Total Quoted Project Cost** (Bid Financial Quote) = 12 X Total Amount to be invoiced by the bidder to the buyer every month inclusive of all taxes and charges, as quoted above  
 = Rs. .... (in numerals)

Total Quoted Project Cost by the ..... (Bidder name) is Rupees .....  
 .....(in words). The bid is valid till .....Day of the month of .....  
 ....., 2022.

Authorized Signatory [In full and initials]: \_\_\_\_\_

Company/Firm Seal:





**Annexure-13: Financial Bid Cover Letter**

Should be on Company letter head

[Date]\_\_\_\_\_

To,  
**The Managing Director,**  
Odisha State Civil Supplies Corporation Ltd.  
C/2, Nayapalli, Bhubaneswar-12

**Reference:** Notice on Request for Proposal for Support Service of ERP-SAP in OSCSC

Dear Sir,

We have read and understood the Request for Proposal for Support Services of ERP-SAP, (mention RFP number and publication date). In this regard, we hereby state that we have understood the Scope of work from RFP and also meticulously studied it ourselves. Accordingly, we submit our financial bid inclusive of all applicable Tax, GST etc.

We understand that authenticity of the claims and subsequent verification of the claims in the resumes of the proposed key manpower is our responsibility and any deviation found will be penalized by OSCSC as deemed suitable.

We also ensure that the wages proposed will not be less than Minimum wages as per notification of Govt, of Odisha, department of labor, Employment & Training.

All the mandatory percentage of EPF, ESI, and GST should be as per govt. norms. The client OSCSC is at a liberty to check any time the salary amount transferred to any of the deputed key manpower or EPF, ESI paid to any or all key manpower deputed in this project.

We hereby unconditionally declare to accept and abide by all the terms and conditions as mentioned in this RFP document.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Sincerely,

\_\_\_\_\_  
(Signature)

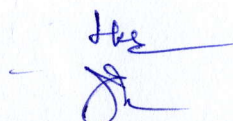
Name:

Title:

Date:

(Name and Address of Company)

Seal/Stamp of Bidder:





**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and  
that..... who signed the above response is authorized  
to bind the bidding organization.

\_\_\_\_\_  
Signature

Date:

Seal/Stamp of Bidder:

*Handwritten signature*



