

बिहार स्टेट मिल्क को-ऑपरेटिव फेडरेशन लि० (कम्फेड), पटना
Bihar State Milk Co-operative Federation Ltd., Patna

Comfed:ERP:163:Part:2939

Dated 26th July, 2018

Notice for REVISED Expression of Interest (EOI) for SAP ERP Implementation

In continuation to our EOI Notice no. **Comfed:ERP:163:Part:2601 dated 05.07.2018** and pre-bid meeting held on 21.07.2018 at COMFED Head Office Patna, Bihar State Milk Co-operative Federation Ltd (COMFED), Patna invites Tender in two bid format from the reputed firm, agency, company or consortium etc having experiences in IT Infrastructure and software development and or implementation of SAP ERP for completion of our ongoing SAP ERP Implementation Project at COMFED Head Office, Patna and one of the union namely VP Milk Union, Patna & Hajipur Unit.

Interested bidder whosoever have assessed the work after submission of Non- Disclosure Certificate, may download **REVISED TENDER DOCUMENTS** and detailed terms & conditions from our website at www.sudha.coop and may submit tender documents till 04.08.2018 latest by 3.30 PM.

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

Managing Director

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EOI Schedule

Activities	Timelines
EOI Publication	05.07.2018
Submission of Non-Disclosures Certificate in stipulated format- Part-"A"	14.07.2018
Inspection and access of servers	16.7.2018 to 20.07.2018
Pre-Bid Meeting at Patna Office	21.07.2018
Uploading of Changes in terms of Tender Document	25.07.2018
Submission of EOI/ Bid by 3.30 p.m.	04.08.2018
Opening of Technical Bid- Part –"B" at 04.30 p.m.	04.08.2018
Presentation of Bidder before the committee	To be communicated separately
Opening of Financial Bid – Part-"C"	To be communicated separately

For any clarification, the contact and communication points are :-

Mr. S P Sinha , Mobile Number-9471006169

Mr. RK Mishra, Mobile Number- 9473199907

E-mail: comfed.patna@gmail.com

Comfed.patna.erp@gmail.com

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Information to bidders (ITB)

01. The interested bidders are expected to go through all instructions, forms, Contract conditions, Scope of Work, Timelines and other details as contained in this EOI document carefully and shall also physically verify the Hardware and Software status, locations, drawings, technical specifications, schedules and other instructions. Failure to do so will be at the Bidder's own risk and responsibility and will not give right to modify or withdraw a Proposal after submission.
02. The bidder has to assess the SAP implementation work as and whereas basis **at their own cost** and no cost shall be borne by COMFED in this respect and COMFED Executive will only facilitate the access of servers in data centre at Patna office during the inspection and access period stipulated in EOI Schedule.
03. The bidder has to submit a Non- Disclosure Certificate (NDC), a format is annexed in Annexure-"A" before seeking access of hardware and software and on receipt of NDC, a formal communication through e-mail shall be communicated for the slot on first come first serve basis.
04. The EOI received on and after the scheduled date and time, is likely to be rejected. The proposals received in delay, shall be returned to the bidder as it is basis.
05. The bidder is to note the change in terms & conditions if any made on the basis of pre-bid meeting and bidders are advised to check our website www.sudha.coop on regular basis for such update. COMFED shall not be responsible for communication of any such update except on posting the details on website.
06. Any clarifications required by a Bidder must be requested in writing from the responsible Contracting Officer indicated in the EOI schedule page. Such request must be provided in due time before the closing date in order to allow proper consideration and reply. The response to a request for clarifications submitted by any Bidder will also be provided to all known potential Bidders.
07. As a general rule, requests for clarifications received during the period of uploading the tender documents after pre-bid meeting and before the submission of tender documents, shall not be entertained in any case.
08. A Proposal shall remain valid for acceptance for a period of at least 120 days from the closing date indicated in the EOI, until or unless otherwise stated.
09. The issuance of EOI, whether public or not, is not to be considered a commitment or assurance of COMFED for award a Contract. Any such proposal submitted by the bidder will be regarded only as an offer made by the Bidder and it will be not be an acceptance an offer made by the COMFED.

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10. All Proposals and any communications with the Bidders will be kept strictly confidential by the COMFED before, during and after the award. Unopened Proposals will be returned to the Bidder and no copy will be retained by the COMFED. All EOI documentation which shall be treated as proprietary documents of COMFED and no part thereof, or any information contained therein may not be published, used or copied without the prior written consent of the COMFED.
11. The Bidders shall not at any time in the course of the EOI / bid process, be it before or after the award of the Contract, grant or promise any direct or indirect benefit, whether of financial or other nature, to any official, agent, servant or employee of, or any person otherwise engaged by COMFED. Any such effort will lead disqualification.
12. A bidder must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does give rise to an actual, potential or perceived conflict of interest between the interests of the COMFED and the Bidder's interests during the procurement process. Conflict of interest means having an interest (whether personal, financial or otherwise), which interferes or may be perceived as interfering with the ability of the Bidder to submit a fair and objective Proposal.
13. To assist in the examination, evaluation and comparison of Proposals the COMFED may at its discretion ask the Bidder for clarification about the content of the Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or accepted.
14. The Errors in the Proposal like arithmetical errors that are discovered during the examination of a Proposal will be corrected by COMFED. If the correction will affect the Total Price, the Bidder will be informed of such correction. If there is a discrepancy between words and figures the amount in words will prevail. If the Bidder does not accept the correction of arithmetical errors, its Proposal will be rejected.
15. The evaluation of a Proposal will be conducted on the basis of all the information provided in the EOI Proposal in Technical Part submitted in response to the Solicitation requirements, including possible clarifications requested by COMFED. In addition, a Bidder may be requested to provide evidence of its technical qualifications and financial soundness.
16. The bidder is requested to submit the EOI along with a forwarding a letter addressed to Managing Director, Bihar State Milk Co-operative Federation Ltd, Dairy Development Complex, Po- BV College, Patna- 80014 and should reach to us latest by 3.30 P.M on & before the scheduled date.

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17. The COMFED reserves the right to independently verify such information. Each Proposal from a Bidder will be considered separately and independently. Bidders shall submit a complete proposal for this solicitation. Award of a previous Contract with COMFED will not be considered in itself as a preference or guarantee for the award of future solicitations on the same subject.
18. The bidder is to note that the SAP Implementation work is subject to quality audit to be done by SAP India, if decided, so the financial responses for the purpose of lowest bid shall be restricted to the total of SAP Implementation Cost plus the Annual Support Cost only.
19. The bidder shall have to enter into an agreement with COMFED within 15 days of issuance of assignment of order if issued.
20. COMFED reserves the right to cancel the EOI at any stage of the procurement process prior to final notice of award of a Contract.

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Section- "A"-Brief about COMFED

Bihar State Co-operative Federation Ltd (COMFED), a State Level Co-operative Federation established by the Govt of Bihar in 1983 and later on it became a deemed Multi State Co-operative Society due to bifurcation of erstwhile State of Bihar and creation of State of Jharkhand in the year 2000.

COMFED's area of operation is Bihar & Jharkhand and currently has eight district level affiliated milk unions as well as six dairy plants/ marketing units & one Cattle Feed Plant at Ranchi, the details of which are as below :-

(a) Milk Unions

- (i) Vaishal Patliputra Milk Union, Patna – The union has head quarter at Patna and is popularly known as Patna Dairy Project and has dairy plant, ice cream plant and cattle feed plant at Patna and dairy plant and powder plant at Hajipur.
- (ii) Desh Ratna Dr. Rajendra Prasad Milk Union, Barauni- The union has Head Quarter Office at Barauni and is popularly known as Barauni Dairy. The union has a big dairy plant at Barauni including product plant and a dairy plant in Khagaria. One cattle feed plant is coming up at Maeshkhut.
- (iii) Mithila Milk Union, Samastipur- The Union has office at Samastipur Industrial Area and has dairy, product and powder plants at Samastipur and dairy plant at Darbhanga.
- (iv) Tirhut Milk Union, Muzaffarpur: - This union is popularly known as Muzaffarpur Dairy and the head office is at Muzaffarpur. The union has dairy plant, product plant , powder plant and cattle feed plant at Muzaffarpur and a dairy plant in East Champaran..
- (v) Shahabad Milk Union, Ara: This union popularly known as Ara Dairy and has head office at Ara. The union has dairy plant at Ara and Rohtas and one new dairy cum powder plant is coming up at Dehri on sone and one cattle feed plant is coming up at Bihya.
- (vi) Vikrmashila Milk Union, Bhagalpur : The unit is popularly known as Bhagalpur Dairy and has dairy plant at Bhagalpur and Jamui.
- (vii) Magadh Milk Union, Gaya : This union is popularly known as Gaya Dairy and has dairy plant at Gaya , head office at Gaya and the area of operations are Gaya, Aurangabad,Jahanabad,Arwal, Nawada districts.
- (viii) Supaul Milk Union, Supaul. This union is comparatively a new milk union, has plant and office at Supaul and covers three districts.

(b) Marketing Dairies/ Cattle Feed Plant owned and managed by COMFED

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- (i) Jamshedpur Dairy, Jamshedpur. The plant is situated in Aadityapur Industrial Area, Jamshedpur and covers the marketing area of East & West Singhbhum, Jamshedpur and part of Orrissa district.
- (ii) Ranchi Dairy, Ranchi situated in HEC Sector-2 and covers Ranchi, Gumla, Lohardagga, Hajaribagh, Chatra, Ramgarh, Khunti ...
- (iii) Bokaro Dairy, Bokaro is situated in Sector-12 in Bokaro and covers Bokaro, Dhanbad, Giridih and West Bengal area.
- (iv) Cattle Feed plant, Ranchi situated at Hotwar, Ranchi
- (v) Purnea Dairy, Purnea covers procurement and milk marketing in Purnea, Araria, Katihar and Kisangunj
- (vi) Nalanda Dairy, Nalanda is centralised ultra modern dairy plant
- (vii) PMC Patna , Delhi and Guwahati only marketing area.

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Section-“B”-Brief about status of ERP Implementation in COMFED

(i) IT infrastructures

With the financial assistance of State Government, COMFED decided to implement ERP and has established tier –II level Data Centre having IBM Server installed at COMFED Head Office, Patna. The networking infrastructures and for data connectivity, the necessary infrastructures are in place at Patna and Hajipur, the details of which are as below :-

(ii) Installation of ERP at the following locations :-

(a) Head Office of COMFED

Bihar State Milk Co-operative Federation Ltd (COMFED)

Dairy Development Complex,

PO- BV College, Patna- 800 014

E-mail- comfed.patna@gmail.com

Web: www.sudha.coop

Phone- 0612-2227451/22232953/2234317

(b) Plant & office of Vaishal Patliputra Milk Union, Patna :-

Feeder Balancing Dairy, Patna (i.e. Patna Dairy Project, Patna)

Cattle Feed Plant, Patna at jagdeopath

Hajipur Dairy, Hajipur Industrial Area, Hajipur

(iii) Brief about SAP Licenses and Earlier Implementing Agency

COMFED procured 63 SAP licenses (Professional-40, Limited Professional- 22 and SAP Application Developer-1) as well as 250 ESS licenses and had hired M/s Zensar Technologies Ltd, Pune/Hyderabad (herein referred as “ZENSAR”) for implementation of SAP ECC 6.0 or EHP 8.0 in COMFED Head Office and in VPMU’s Units .

The SAP ERP development work started in 2011 in a dedicated development server with a view to accelerate the implementation work and COMFED issued tenders for establishment of Data centre, Server and Networking infrastructures for the proposed SAP implementation but after several attempts, the tender for Data Centre and Server were finalised and finally established in the year however tender for networking infrastructures was not completed due to various changes.

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Later on due to change in management and key officials, the work remain halted and finally, the networking infrastructures were created with the assistance of BELTRON and now all the IT infrastructures are in place.

Altogether 13 SAP modules which were being implemented by Zensar, include FI, CO, HCM, MM, SD, PP, QM, PM, PS, LE, DMS, BI, EP including ESS and Zensar Dairy Verticals being part of MM Module.

M/s Zensar has completed the work of preparation of Business Blue Print (BBP) and customized the business processes in major functional modules like FI, CO, HCM, MM, SD, PP, QM, PM, PS etc, however due to non- installation of Data Centre and Server in time, the integration testing of SAP modules customised, was not done in absence of quality and production server. The work done by Zensar is accessible in SAP Software and the bidder has to assess the work done for which COMFED will facilitate to get the access of software, however all the interested bidder has to submit a Non- Disclosure certificate duly signed by the authorised representative based on which only the access to SAP software shall be provided.

(iv) Basic Objective of EOI:-

The basic purpose of present EOI is to hire a suitable implementing agency which can take up the pending work (uncompleted work) of SAP implementation in COMFED, Head Office and VPMU's dairy plant & cattle feed plant at Patna and Hajipur and which can carry out the implementation work till Go Live as well as can extend annual support of software configured for next two years within a budgeted cost.

The bidder has to install SAP in new server and has to migrate data from stand alone development server to main server, to configure the SAP module as per Business Blue Print including necessary changes required, integration testing, User's Testing and integration with all necessary physical IT infrastructures with the help of concerned vendor/ agency and to develop ABAP and 50 additional reports as per scope of work.

The scope of work assigned to M/s Zensar shall be part of scope of work except the work completed by M/s Zensar. **The exhaustive Scope of Work is separately available enclosed in Annexure-"A"**. The Business Blue Print (BPP) will be the basic documents which has been prepared for all functional modules based on which further action plan may be prepared, however the illustrative scope of work shall be :-

01. Business Blue Print (BPP) has already been prepared for all modules and sign off thus the basic documents for software development shall remain the same except the changes in taxation and other government policies which are to be included as a part of BPP.
02. To make a study of BPP and all related documents and access in module wise configuration done by Zensar and to make GAP Analysis Statement.

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03. To consider the change in GST Rules, Income Tax, Local taxation and any other Government's rules which have impact in COMFED's business operations.
04. To complete the configuration of all functional modules in first phase i.e. FI, CO, HCM, MM, including milk procurement, SD, PP, QM and in second phase- PM,PS LE, DMS, BI, EP including ESS.
05. As Zensar had own Dairy Vertical for Milk Procurement, so the bidder has to develop milk procurement system in MM module separately and extensively.
06. The implementation of work can be considered in two phases with this aim to make GO Live of core functional modules through which the business operations can get a start for testing latest by December, 2018 and finally the business operations may be migrated to SAP system on & before 31st March, 2019. During the second phase- all other non-core modules can be completed post Go live of core modules.
07. To conduct User Acceptance testing of each module and integrated testing along with preparation of End User Manual.
08. Employee self service (ESS) needs to be implemented and integrated with the HCM module and BI module is to be integrated with all modules.
09. To identify ABAP objects for customisation of 50 reports in addition to SAP system generated reports.
10. To install the SAP software and configure in new server installed in Data Centre and then testing the data in development server, quality server and production server.
11. To identify ABAP developments which are Go Live critical – Internal and External.
12. To define User's role and authorisation control
13. To upload master data in quality server and setting in Quality Server
14. To test the process and preparation of Unit Test Scripts.
15. To test and sign off the ABAP reports.
16. To provide Core Member Training, End User Training and Training practices
17. To conduct integration testing and preparation of End User's Manual.
18. To complete all the work as per SOW;
19. To complete all other work, which are imperative and necessary to run the business processes through SAP module successfully.

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(v) Bidder's requirement for pre-bid meeting

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

(vi) Minimum requirement:-

- a) The Bidder should have been in IT Business for minimum 5 years;
- b) The bidder should have CMMI Level 3 or equivalent / higher certification and or have ISO 9001 or ISO/IEC 27000-2013 or ISO/IEC 20000-01:2011 equivalent / higher certification.
- c) The bidder or consortium partner should be SAP Authorized Implementation Partner.
- d) The bidder should have experiences in creation of IT infrastructures and or should have completed at least one end to end SAP ERP implementation in Dairy, FMCG , Manufacturing unit etc during the last three years;
- e) The bidder should have a minimum turnover of INR 5 Crs (In case of the consortium either of the party can meet this criteria)
- f) The bidder or consortium partner should have successfully completed two similar type work orders of SAP Dairy/FMCG Implementation.

The interested bidder whosoever fulfils the above minimum criteria, may participate the pre-bid meeting process, however they are required -

- (i) To submit a request letter showing bidder's intention to participate in the EOI latest through email;
- (ii) The bidder is required to submit soft copy of the firm's back ground, company profile, Consortium firm's profile.
- (iii) The bidder is required to submit a non-disclosure certificate (NDC) in the specified format for getting access of SAP Software to assess the work done and remaining work in SAP software. A copy of format of NDC is enclosed in **Annexure-"B"**.

The bidder is requested to submit the above details through e-mail to comfed.patna.erp@gmail.com latest by 14.07.2018 (up to 5.30 p.m.)

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(vii) **Bidder's requirement for Technical bid**

The interested bidder whosoever attended the pre-bid meeting or whosoever is interested, is required to submit the technical and financial bid in separate envelopes and both the envelopes should be kept in a single envelope subscribing "Tender for SAP ERP- Due Date 04.08.2018." and be submitted to COMFED office within the stipulated date and time.

Note:-

If any bidder whosoever have not attended the pre-bid meeting but completed the assessment of uncompleted work of SAP, the tender of such bidder shall considered as "**responsive**" and the bidder shall be allowed for technical bid

- (a) The bidder is required to fill the particulars in **Format- "1" to Format-"8"** and attach the copies/ details as per instructions and should be numbered and signed by the authorized official of the bidder.
- (b) The Bidder is required to **submit the cost of tender for Rs.5000/- (Rupees Five thousand only) in the form of demand draft in favour of Bihar State Milk Co-operative Federation Ltd, payable at Patna forming part of technical bid form.**
- (c) The bidder is required to **submit the Earnest Money Deposit (EMD) for Rs.100, 000/- (Rupees One Lakh only) in the form of demand draft in favour of Bihar State Milk Co-operative Federation Ltd payable at Patna, which shall form part of technical bid form.**
- (d) The bidder is required to understand and assess the module wise SAP ERP development work completed and to prepare a GAP Analysis indicating the work to be done at own cost. **The Gap Analysis Report is to be submitted and to be marked as Annexure-"C"**
- (e) The bidder is required to submit their PAN, GST Number and duly signed photo copies of these documents.
- (f) The bidder is required to submit a detailed implementation plan and road map for completion of development, testing and go live of important functional modules. **The ERP implementation plan shall is to be marked as Annexure- "C".**
- (g) The bidder is required to give an undertaking that exhaustive Scope of Work assigned in **Annexure-"A"** to Zensar less the work completed by Zensar, shall be considered as "uncompleted work" shall be the scope of work of the present bid.

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- (h) The bidder is required to submit the manpower details as specified in **Format-5**.
- (i) The bidder is required to submit the financial strength of the organisation as specified in Format-5.
- (j) The bidder may submit the additional information in **Format- 6**
- (k) The bidder is required to submit a declaration in **Format- 7** that "bidder is not blacklisted by any cooperative/ govt and private clients during the last five years.
- (l) The bidder is to note that Comfed is going to upgrade SAP ECC 6.0 to EHP 8.0 and to submit undertaking in **Format -8** that "they will configure all the 13 modules of SAP ECC 6.0 or higher version EHP available during the assignment period and also configure and or develop the requirement of GST, E-Way Bill and statutory requirements for these modules and also to develop SAP application operation through mobile based SAP applications and include SAP Notes, Patches and to include BI/BO etc.
- (m) COMFED may seek clarifications on the bidder's details or mention in the tender if required.

Note-

If bidder fails to enclose the demand draft fot cost on tender and EMD, the bid is liable to be rejected and no conditional tender shall be accepted.

(viii) Technical Evaluation:-

Sl. No.	Technical Evaluation Criteria	Total Applicable Score (out of 100)	Variable Parameters	Technical Score
1.	Business Age of the Bidder in IT Sector business (Min 5 years)	10	<5 years 5 to 10 years >10 years	0 05 10
2.	ISO 9001 or Equivalent Certification ISO 9001 or Equivalent Certification ISO /IEC 27000-:2013 or ISO /IEC 20000-01:2011 higher certification	5	Not Available Available Available	0 3 5
3.	CMMI level 3 Certification CMMI level 3 Certification CMMI level 5 certification	5	Not Available Available Available	0 3 5
4.	Turnover	10	Less than 5 crore >5 cr to 10 crore >10 crore	0 05 10
5.	SAP Dairy Implementation	5	<1 Implementation	0

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			Min 1 & above	5
6.	SAP implementation partner	5	No	0
			Yes	5
7.	SAP FMCG Implementation	5	<1 Implementation	0
			Min 1 & above	5
8.	SAP Implementation Order- Min order for 50 lakh	5	<1 Order	0
			1 & above	5
9.	Submission of GAP Analysis Report	5	If Not submitted	0
			If Submitted	5
10.	Submission of Implementation Plan	5	If Not submitted	0
			If Submitted	5
11.	Undertaking to undertake the pending all work of SAP Implementation	5	If Not submitted	0
			If Submitted	5
12.	Bidder's office in Patna, Bihar	5	If Not	0
			If available	5
13.	Bidder's AMC Maintenance of SAP/ DC/Server	5	If Not submitted	0
			If Submitted	5
	Total	75		

Based on the technical details submitted with documentary evidences, the bidder's technical marks shall be calculated and the bidders getting 50 marks & above in technical qualification documentation, shall be called for power point presentation before the committee, the committee shall award maximum 25 marks to the bidder based on their power point presentation, understanding about the work and responsiveness.

The bidder's total marks i.e. technical marks obtained + marks given by the committee during presentation, shall be calculated and their commercial proposals shall be opened.

(ix) Financial Responses :-

The bidder is required to quote their financial value for implementation of SAP as well as for Annual maintenance Charges (AMC) in **Format- 9** for the next two years in the following formats in a separate envelope:-

Particulars	Basic Amount	Taxes/GST	Total
(i) SAP Implementation Cost (till go live of all modules)	Rs.		
(ii) Annual Support Charges- 1 st Year	Rs.		
(iii) Annual Support Charges- 2 nd Year	Rs.		

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Total –(A)- (i to iii)	Rs.		
Quality Audit Charges by SAP -(B)	Rs.		
GRAND TOTAL-C= (A+B)	Rs.		

Total amount in words :-.....

[Note- The financial consideration shall be considered except the Quality Audit Charges by SAP Company]

For Commercial proposal, the total financial quotes including taxes shall be considered for financial evaluation and the lowest quotes shall be considered as 100 and based on the following formula, the financial marks shall be calculated.

(x) Final Evaluation :-

The Financial evaluation will be based on Quality and Cost Based Selection (QCBS). The final score will have following components

1. Technical Score – 70% weightage (Technical Score X 0.70)
2. Financial Score – 30% weightage (Financial Score X 0.30)

(Financial Score (only SAP Implementation Cost + Annual Support Cost) will be based on the L1 party getting 100 marks and the rest assigned marks as per the difference in their commercial quote with the L1 bidder)

Section-“C”-General terms & conditions

1.0 Duration of Engagement:

The total period of engagement for SAP Implementation shall be 12 months from the date of allotment of the work including the hand holding period of 4 months and thereafter 24 months for Annual Support of Software.

Phase-1- Go Live of seven core functional modules- 4 months

Phase-2- Go Live of all 13 modules- 4 months

Phase-3- Four month hand holding support after Go live

Phase-4- Two Years Annual Support Period will commence after completion of hand holding period.

2.00 Payment Terms

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- (a) For SAP Implementation Work, the payment shall be divided into phases :-
On completion of phase-1- Go Live of core seven functional modules
(Maximum 50% of Total SAP Implementation Cost)

Bills are to be submitted based on the milestones and deliverables decided after completion of GAP Analysis Report and before the award of work.

- (b) On Completion of phase-2- Go live of all 13 modules
(Maximum 40% of Total SAP Implementation Cost, aggregate payment shall not exceed to 90% of total implementation cost)

Bills are to be submitted based on the milestones and deliverables decided after completion of GAP Analysis Report and before the award of work.

- (c) 10% of SAP Implementation Cost shall be released only after completion of hand holding period i.e. after four months of Go Live of all modules.
- (d) Annual Support Cost- Payable on Quarterly basis on submission of ASC bills.
- (e) All statutory deductions shall be made before release of above payments.

3.0 Performance Guarantee

The performance guarantee @10% of SAP Implementation Cost is to be deposited in the form of bank guarantee valid for one year, within 15 days of the receipt of work order/ LOI.

The performance guarantee @10% of Annual Support Cost is to be deposited in the form of bank guarantee valid for 2 years before commencement of Annual Support Assignment.

4.0 Earnest Money Deposit (EMD)

The bidder is required to submit EMD for Rs.100,000/- (Rupees One Lakh) only by way of demand draft only in favour of Bihar State Milk Co-operative Federation Ltd, Payable at patna. No request for relaxation in EMD submission shall be entertained and no interest is payable on such amount.

The EMD of successful Bidder shall be adjusted with the security money and the EMD of unsuccessful bidder shall be refunded within 15 days of finalization of

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tender. No interest is payable on such EMD amount.

5.0 Security Money/ Deposit

The bidder is required to submit security money equivalent to 5% of total work order including the Annual Support Cost.

6.0 Agreement :-

The bidder is required to enter into agreement with COMFED for completion of SAP Implementation Work as well Annual Support Work within 15 days of issuance of work order/ LOI.

7.0 Liquidated Damages

For delay in completion of work, Liquidated Damage shall be imposed @ 1 % per week or part thereof on the uncompleted services or deliverables subject to max 10% of the total value of the order. The Liquidated Damages shall be calculated for the time delayed after phase-2 implementation. If there is delay on the part of COMFED, then the LD if any deducted shall be released on submission of request and evidences of delay and approval of the competent authority.

8.0 Force Measures

a) For any reason whatsoever, if COMFED intends, not to carry out work within the scope of this tender/order, COMFED shall forward a written notice of foreclosure to the bidder advising the COMFED to stop all activities for implementation of this order forthwith.

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

9.00 Risk Purchases and Termination of Contract

If the contract is not completed within the stipulated period, COMFED reserves the right to terminate the contract and to get the order completed from alternate sources at the risk, responsibility and cost of the bidder. COMFED shall notify the bidder in case of poor performance / progress by the bidder. In case corrective measures are not taken by bidder to improve upon the performance within Seven days from the date of receipt of such notice, COMFED shall have the right to terminate the contract either in full or in part and get the works completed by any other agency at risk and cost of bidder.

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

10.0 Proprietary Information/ Rights

COMFED acknowledges and agrees that all rights in and to any information, material, invention and discovery of any kind, including any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyze or utilize such information, material, invention and discovery, or any improvements or modifications thereto and derivations there from (together "Proprietary Information"), developed by the bidder and used for the purposes of rendering the Services or Developing the Deliverable shall be owned solely and exclusively by COMFED. COMFED agrees and acknowledges that it shall not be entitled to use the Proprietary Information of the bidder.

11.0 Operational Guarantees

The bidder shall give Operational guarantees covered in the contract; this includes guaranteed uptime standard, system response time etc as specified in performance criteria and scope of work. As system response time and other operational parameters are also dependent upon the hardware and network infrastructure deployed, the implementer is expected to advise COMFED on an appropriate system based on existing environment and landscape.

12.0 Functional Guarantees

The bidder shall submit to COMFED a functional guarantee where the party guarantees that once the performance acceptance certificate has been issued, the ERP solution represents a complete, integrated solution to COMFED's ' requirements set forth in the functional & technical requirements and it conforms to all other aspects of the contract. Any expected deviations will be highlighted as part of request for technical proposal response.

13.0 Conflict of Interest:

Where there is any indication that a conflict of interest exists or may arise, it

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shall be the responsibility of the Bidder to inform COMFED, detailing the conflict in writing as an attachment to this Bid.

COMFED will be the final arbiter in cases of potential conflicts of interest. Failure to notify COMFED of any potential conflict of interest will invalidate any verbal or written agreement.

14.0 Termination :

In case the bidder fails to fulfil the Contractual obligation within stipulated time frame without any valid reason/to the satisfaction of COMFED, COMFED reserves the right to terminate the contract by giving 60 days notice provided the failure is not cured within such 60 days notice period. Upon receipt of such notice, the COMFED will terminate all tasks in an orderly manner, as soon as practical or in accordance with a schedule agreed to by the parties. In the event of termination, COMFED agrees to pay for services and deliverable items provided, furnished, developed or otherwise prepared through the termination of all tasks. Such deliverable items will be delivered to Purchaser, if such delivery is reasonably possible and they have not yet delivered.

15.0 Completion of Contract :

Unless otherwise terminated under the provisions of any relevant clause of the document, contract shall be deemed to have been completed after issuance of completion certificate from COMFED stating that there is no demand & deliverable outstanding against the party and they have satisfactorily discharged all liabilities under the contract.

16.0 Arbitration

In the event of breach of contract or any dispute in the interpretation of the terms and conditions of this agreement or difference of opinion between the party or any point in this agreement arising out of or in connection with the agreement or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation .

In case no agreement is reached, either party may forthwith give to other , a

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notice in writing of the existence of such question , dispute or difference of opinion and same shall be referred to the adjudication of two arbitrator one to be nominated by the Comfed and other to be nominated by the bidder and both the arbitrator shall appoint a presiding arbitrator and he award passed by the arbitration tribunal shall be final and binding on the parties .

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

The venue of such arbitration shall be Patna , Bihar .

17.0 Jurisdiction

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

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SECTION-"D"- FORMATS FOR SUBMISSION:

FORMAT- 1

On Letter Head of Bidder

To,
The Managing Director
Bihar State Milk Co-operative
Federation Ltd., Dairy Development
Complex,
Patna - 80000

Sub: Submission of Tender Documents for implementation of SAP ERP

Dear

In response to the Invitation for Expressions of Interest (EOI) published on -----
for the above purpose, we would like to express interest to carry out the above proposed
task. We hereby attach the following documents along with the Technical Bid :-

1. Original Demand Draft for Cost of tender (Please specify DD Number/Bank)
2. Original Demand Draft for EMD (Please specify DD Number/ Bank)
3. Non-Disclosure Certificate (Duly filled up Annexure-"B"
4. Gap Analysis Report (To be marked as Annexure-"C")
5. Implementation Plan (To be marked as Annexure-"D"
6. Firm's Details (in Format-2)
7. Experience in related fields (in Format-3)
8. Manpower Strength of organization (in Format-4)
9. Financial strength of the organization (in Format-5)
10. Additional information(in Format-6)
11. Declaration of non-blacklisting (in Format-7)
12. Undertaking to work (in Format-8)
13. Financial Bid (in Format-9)

Signature of the applicant

Date:-

[Full name of applicant &Stamp]

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

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FORMAT - 2

Organizational Contact Details	
1. Name of Organization	
2. Main areas of business	
3. Type of Organization Firm/ Company/ partnership firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932	
4. Whether the firm has been black listed by any Central Govt./ State Govt./PSU/Govt. Bodies / Autonomous? If yes, details thereof.	
5. Address of registered office with telephone no. & fax	
6. Address of corporate office	
7. Address of branch office in Bihar/Jharkhand	
8. Contact Person with telephone no. & e-mail ID	

Enclose:-

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

Signature of the applicant

Full name of the
applicant

Stamp Date

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FORMAT - 3

Experience in related field

Overview of past experience of the Organisation in all aspects related to SAP consultancy

S.No.	Item	Number of Assignments during last 5 years.	Order value of each assignment Rs. In Lakh (Enclose copy of each order)	Mention name and address of Client/ Organisation. Enclose completion certificate.
1.	Experience of assignment of Dairy Project.			
2.	Experience in carrying FMCG in Government.			
3.	Experience in carrying similar assignments in Public Sector or Private Sector			

Decision of evaluating committee in ascertaining “similar nature” and “similar assignment” will be final.

Signature of applicant

Full name of applicant

Stamp and Date

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FORMAT - 4

Manpower Strength of the bidder					
1. No. of Total Manpower as on date :-					
2. No. of SAP trained personnel :-					
3. List of three experts/consultants on your payroll					
S.No	Name	Designation	Qualification	Relevant Experience	
1.					
2.					
3.					
Signature of the applicant					
Full name of applicant					
Stamp & Date					

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FORMAT - 5

Financial Strength of the bidder							
1.							
S.No.	Financial Year	Whether profitable? Yes/No	Annual Net Profit (in Lakhs of Rs.)	Overall Annual Turnover (in Laks ofRs.)	Annual Turnover from only Software Dev.work Rendered in India In Lakhs of	Average Annual Turnover from only Consultancy Services rendered in india	
						[Average of two consecutive financial years 2015-16 2016-17]	
1.	2015-16						
2.	2016-17						
Note: Please enclose the balance sheet if possible							

Signature of the
applicant

Full name of applicant

Stamp & Date

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FORMAT - 6

Additional Information								
1. List all enclosures related to the previous sections.								
<table border="1"><thead><tr><th>S.No.</th><th>Description</th><th>No. of pages</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr></tbody></table>	S.No.	Description	No. of pages					
S.No.	Description	No. of pages						
2. Additional information to support the eligibility as per Section7(Not more than 2 pages).								
Signature of the applicant								
Full name of applicant								
Stamp & Date								

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FORMAT - 7

Declaration	
<p>We hereby confirm that we are interested in competing for the SAP Implementation Work and Annual Support Work as per the assignment to be awarded by COMFED in terms of the tender notice no---- dated.....</p>	
<p>Further, it is declared that our firm namely "....." Having registered office at..... and Branch Office at....., have not been blacklisted by any Co-operative/ Govt/ Private Client during the last 5 years</p>	
<p>All the information provided herewith is genuine and accurate.</p>	
Authorized Person's Signature.	Name and Designation:
Date of Signature:	
Stamp	
<p>Note: The declaration is to be furnished on the letter head of the organization.</p>	

Format-8

Undertaking to work

This is to certify that the bidder if selected and assigned for SAP Implementation work by COMFED, shall undertake to

- (i) Implement SAP ERP ECC 6.00 or higher version EHP 8.0 available as on date.
- (ii) Implement all 13 modules and complete deliverables including ABAP developments and customisation of reports.
- (iii) Implement all notes and patches issued by SAP India for the SAP version for GST, Income Tax and other Statutory Changes **if any**.
- (iv) Configure and complete all the deliverables as per Scope of Work in Annexure- "A"
- (v) Configure BI/ BO modules after go live of all core modules including Business Objects
- (vi) Implement any other work in SAP which are essentially required for running and operations of all 13 modules

Authorised Signatory

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Format-9- Financial Bid

(To be kept in separate envelope and marked as "Financial Quotes for SAP ERP Implementation in COMFED")

We have read the terms and conditions of the tender documents and understood the role, responsibilities and scope of work and hereby submit the commercial quotes subject to outcome of technical qualifications :-

(A) SAP Implementation Cost & Annual Support Cost	Basic Amount	GST Amount	Total
(i) SAP Implementation Cost (Phase1 & Phase 2 till Go Live of all 13 modules plus six months hand holding)	Rs.	Rs.	Rs.
(ii) Annual Support Cost- 1 st Year	Rs.	Rs.	Rs.
(iii) Annual Support Cost- 2 nd Year	Rs.	Rs.	Rs.
Total –"A" (i to iii)	Rs.	Rs.	Rs.
(B) Quality Audit of ERP implementation by SAP- "B:	Rs	Rs	Rs
Grand Total- "C" - (A+B)	Rs	Rs	Rs

Amount in Words

Note- For the purpose of financial responses, the value of SAP Implementation Cost plus Annual Support Cost shall be considered for calculation of Lowest bid.

Seal and Signature of Authorised Official of the bidder

Date:

Full Name

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Annexure-“B”- Format of Non- Disclosure certificate

(on Letter Head of COMPANY)

This is to certify that M/s..... (herein referred as “COMPANY” having address at engaged in implementation of SAP implementation work and is interested to execute the pending SAP implementation work of M/s Bihar State Milk Co-operative Federation Ltd (COMFED) having address at Dairy Development Complex, PO- BV College Patna- 800 014.

That the representative of COMFED has visited the office of COMFED and discussed the status of development of SAP ERP work at COMFED Patna and at three different plants.

That the Company requires access of hard or soft copy of Business Blue Print (BBP) and remote access to Development Server of COMFED with a view to assess the work completed by previous Implementing Partner and to determine the Scope of Work for Go- Live of SAP ERP and as well as for Annual Support thereof for next two years.

That the soft or hard copy of Business Blue Print Documents or any other documents as made or to be made available by COMFED and the access of information with regard to business processes as defined in Development Server of COMFED or sharing of any business related information or documents either through online or offline or in physical form, are shall remain the “proprietary information or documents” of COMFED.

Hence, the COMPANY hereby gives their consent to:-

- (a) Guarantee for non-disclosure or non-use of any proprietary information and or documents received either in physical form or in soft copies and or either online or offline from COMFED to anybody and shall not use such information directly or indirectly for personal or commercial purposes or for direct or indirect benefits.
- (b) Undertake full liability for any financial, business or goodwill loss to COMFED due to any willful or unwillful disclosure of such proprietary information or documents.
- (c) Resolve the claim of any dispute arising between COMPANY & COMFED under the scope of this certificate by way of adjudication of sole arbitrator as mutually agreed and further for any legal dispute, the court of jurisdiction shall be at Patna.

This certificate is being issued in favor of COMFED and the undersigned is authorized to issue such certificate for & on behalf of the COMPANY.

For & on behalf of M/s.....

Signature of Authorized Signatory

Date:

Full Name and Designation

Stamp

Annexure-“C” - Gap Analysis Report

(This report is to be prepared by the bidder after pre-bid meeting and analysis of uncompleted work and activity wise pending work is to be spelt out in detailed).

This report may be annexed as Annexure-“C” separately.

Annexure-“D”- Implementation plan

The bidder is expected to prepare Implementation Plan and Power Point Presentation about the understanding of the uncompleted work, methodology of completion of the work and deployment of manpower etc.

This Implementation Plan and Presentation therefore before the Committee is crucial and a detailed plan is to be annexed and marked as Annexure-“D”

Regarding Scope of work originally allotted to M/s Zensar is available separately in Annexure-“A” .

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Check Lists:-

LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE EOI:

The bidder must submit: -

- 1) Non- Disclosure Certificate
- 2) EoI document duly signed on each page.
- 3) Signed copy of information relating to their infrastructure, financial capability & turnover etc.
- 4) Signed copy of PAN Card.
- 5) Signed copy of GST Registration Certificate.
- 6) Testimonials/Self Certifications in respect of all the mandatory requirements..
- 7) Proof of Turnover (Signed copy of PL & BS) for last three years.
- 8) A list of important customers in last three years
- 9) Technical literatures and original specifications sheets of each item offered.
- 10) Proof of Authorized SAP implementation partner.
- 11) Proof of SEI CMM Level 3 or equivalent/higher certification.
- 12) Proof of ISO 9001 or equivalent / higher certification.
- 13) Proof of Experience in implementing modules for Indian Customers for most of the functionalities of Educational Institute Management Software Systems.
- 14) Signed copy of power of Attorney, if any.
- 15) Signed copy of partnership Deeds, if any.
- 16) Check list in respect of Technical Specification.
- 17) Check list in respect of General Compliance.
- 18) The best practices and the standards that will be followed by the bidder.
- 19) Copy of Gap Analysis Report
- 20) Methodology Plan for Implementation
- 21) Work plan with activities and their content and duration, milestones, the deliverables (including a PERT Chart for activities).
- 22) Organization and staffing for this project.
- 23) Quality and Competence of Staff to be deployed
- 24) Testimonials from at least two customers for whom a SAP based project have been successfully completed.
- 25) All other Schedules & Annexure provided in Revised Tender document for submission.
- 26) Signed copy of Scope of Work in Annexure-"A".