

**SELECTION OF SYSTEM INTEGRATOR
FOR DESIGN, DEVELOPMENT,
IMPLEMENTATION AND MAINTENANCE
OF GPS BASED INTEGRATED SUPPLY
CHAIN MANAGEMENT SYSTEM**

TENDER Issuing Date: 27/05/2022



Tender Issuing Authority:

General Manager

Madhya Pradesh State Civil
Supplies Corporation Ltd.
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Bhawan,
Bhopal, Madhya Pradesh

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TABLE OF CONTENTS

| | |
|--|------------------------------|
| DISCLAIMER | 0 |
| Abbreviations | 2 |
| Proposal Data Sheet | 3 |
| 1.0 Introduction..... | 5 |
| 1.1 Overview of TPDS | 5 |
| 1.2 Overview of MPSCSC | 6 |
| 1.3 MPSCSC's Requirement..... | 8 |
| 1.4 Project Objectives..... | 9 |
| 2.0 Scope of Work for the Bidder..... | 10 |
| 2.1 Design, Development, Implementation, Hosting and Maintenance of GPS based integrated Supply Chain Management System | 10 |
| 2.2 PDS Delivery Application..... | 14 |
| 2.3 Setting up and maintenance of Command and Control Centre (CCC) | 15 |
| 2.4 Manpower Requirement | 17 |
| 2.5 Training..... | 18 |
| 2.6 Services..... | 19 |
| 3.0 Instruction to Bidders | 21 |
| 3.1 Availability of RFP Document..... | 21 |
| 3.2 Pre-Bid Meeting..... | Error! Bookmark not defined. |
| 3.3 Debarment | 21 |
| 3.4 Preparation and submission of Bid..... | 21 |
| 3.5 Late Bid..... | 25 |
| 3.6 Withdrawal and resubmission of e-Bid | 26 |
| 3.7 MPSCSC's Right to accept any e-Bid and to reject any or all e-Bids. | 26 |
| 3.8 Period of validity of e-Bid | 27 |
| 3.9 Correspondence with the Bidder | 28 |
| 3.10 Earnest Money Deposit..... | 28 |
| 3.11 Amendments in RFP Document..... | 29 |
| 3.12 Compliance with Mandatory Requirements | 30 |
| 3.13 Technical Proposal..... | 30 |
| 3.14 Financial Proposal..... | 31 |
| 3.15 Terms & Conditions of Bidders..... | 31 |
| 3.16 Deviations in Terms and Conditions of RFP | 31 |
| 3.17 Right to Publish | 32 |
| 3.18 Due diligence by Bidders | 32 |
| 3.19 Clarifications from Bidders | 33 |
| 3.20 Collusive Proposal | 33 |
| 3.21 Fraud and Corrupt Practices | 33 |
| 3.22 Conflict of Interest..... | 35 |
| 3.23 Confidentiality | 35 |
| 3.24 Taxes & Duties | 36 |
| 3.25 Return of Information to MPSCSC..... | 37 |
| 3.26 False or Misleading Claims | 37 |
| 3.27 Criminal Charges and Conviction..... | 37 |
| 3.28 Integrity Pact..... | 37 |
| 4.0 Evaluation of Bids/Proposals | 39 |
| 4.1 Opening of Bids..... | 39 |
| 4.2 Initial Determination of Compliance with RFP Requirements..... | 40 |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND
MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| | | |
|------|---|----|
| 4.3 | Correction of Errors..... | 40 |
| 4.4 | Bid Evaluation Procedure..... | 41 |
| 5.0 | Award of Contract | 44 |
| 5.1 | Notification of Award | 44 |
| 5.2 | Signing of Contract | 44 |
| 5.3 | Contract Period | 44 |
| 5.4 | Security Deposit | 44 |
| 5.5 | Annulment of Award..... | 45 |
| 6.0 | General Terms and Conditions..... | 46 |
| 6.1 | Definitions..... | 46 |
| 6.2 | Liquidated Damages | 46 |
| 6.3 | Timelines | 47 |
| 6.4 | Termination..... | 47 |
| 6.5 | Suspension of Contract | 49 |
| 6.6 | Applicable law and its jurisdictions..... | 49 |
| 6.7 | Relationship between the Parties..... | 50 |
| 6.8 | Standards of Performance..... | 51 |
| 6.9 | Governing Language for Assignment..... | 51 |
| 6.10 | Notice | 51 |
| 6.11 | Forfeiture of Security Deposit..... | 51 |
| 6.12 | Probity & Publicity | 51 |
| 6.13 | Reservation of Rights | 52 |
| 6.14 | Extension of Contract | 52 |
| 6.15 | Waiver..... | 53 |
| 6.16 | Service Level Agreements..... | 53 |
| 7.0 | Special Terms and Conditions | 57 |
| 7.1 | Payment Terms | 57 |
| 7.2 | Delegation | 58 |
| 7.3 | Decisions and Instructions..... | 58 |
| 7.4 | Bidder's Risk..... | 58 |
| 7.5 | Change Orders..... | 58 |
| 7.6 | Information Security | 58 |
| 7.7 | Force Majeure | 59 |
| 7.8 | Arbitration | 61 |
| 7.9 | Indemnification and Limitation of Liability | 61 |
| 7.10 | Confidentiality | 64 |
| 7.11 | Change of Control..... | 65 |
| 7.12 | Exit Management | 65 |
| 7.13 | Obligations of the Bidder | 68 |
| | Annexure-I: Financial Capability Statement..... | 70 |
| | Annexure-II: Format for self-declaration on Debarment/ Clean Track Record | 71 |
| | Annexure-III: Pre-Qualification Criteria | 72 |
| | Annexure-IV: Pre-Qualification Checklist | 74 |
| | Annexure-V: Technical Bid Evaluation Criteria | 77 |
| | Annexure-VI: Particulars of the Bidder | 80 |
| | Annexure-VII: Technical Bid Submission | 81 |
| | Annexure-VIII: Financial Bid Submission..... | 82 |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND
MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| | |
|---|------------|
| Annexure-X: Integrity Pact | 84 |
| Annexure XI: Security Deposit Cum Performance Bank Guarantee Format..... | 91 |
| Annexure XII: Functional Requirement Specification | 94 |
| Annexure XIII: Format for providing details of past projects of the bidder | 99 |
| Annexure XIV: Video Wall Specifications | 100 |
| Annexure XV : Work Station | 103 |
| Annexure-XVI: Format for Self-Declarations on Availability of Manpower | 104 |
| Annexure-XVII: Summary of Profile of Key Personnel | 105 |
| Annexure-XVIII: Format for Submitting Profiles of key resources | 106 |

DISCLAIMER

The information contained in this TENDER or subsequently provided to potential Bidders, whether verbally or in documentary or any other form by or on behalf of the MP State Civil Supplies Corporation Ltd (MPSCSC), Government of Madhya Pradesh or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an offer by MPSCSC but an invitation to receive electronic proposals/ e-Bids from interested and eligible Bidders for Selection of system integrator for design, development, implementation, and maintenance of GPS based integrated supply chain management system. No contractual obligation whatsoever shall arise from the TENDER process unless and until a formal contract is signed and executed between the Corporation and the Agencies.

This TENDER includes statements, which reflect various assumptions and assessments arrived at by MPSCSC in relation to the Selection of system integrator for design, development, implementation, and maintenance of GPS based integrated supply chain management system. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This TENDER may not be appropriate for all persons, and it is not possible for MPSCSC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

The information provided in this TENDER to the Bidder(s) 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. MPSCSC, Government of Madhya Pradesh accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MPSCSC, Government of Madhya Pradesh, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Bid stage.

MPSCSC, Government of Madhya Pradesh also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

MPSCSC, Government of Madhya Pradesh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

The issue of this TENDER does not imply that the MPSCSC is bound to select a Bidder or to appoint the successful Bidder for Implementation of GPS based integrated supply chain management system. MPSCSC, Government of Madhya Pradesh reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its e-Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MPSCSC, Government of Madhya Pradesh or any other costs incurred in connection with or relating to its e-Bid. All such costs and expenses will remain with the Bidder and the MPSCSC, Government of Madhya Pradesh shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the e-Bid, regardless of the conduct or outcome of the tendering process.

This TENDER is being issued with no financial commitment and MPSCSC, Government of Madhya Pradesh reserves the right to withdraw the TENDER and change any part thereof or foreclose the same at any stage.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Abbreviations

| Sl. No. | Abbreviation | Explanation |
|---------|--------------|---|
| 1. | API | Application Programming Interface |
| 2. | BG | Bank Guarantee |
| 3. | CCC | Command and Control Centre |
| 4. | CMMI | Capability Maturity Model Integration |
| 5. | DSC | Digital Signature Certificate |
| 6. | MPSCSC | Madhya Pradesh Civil Supplies Corporation Ltd. |
| 7. | EMD | Earnest Money Deposit |
| 8. | FPS | Fair Price Shop |
| 9. | GoI | Government of India |
| 10. | GPS | Global Positioning System |
| 11. | GST | Goods and Services Tax |
| 12. | IMEI | International Mobile Equipment Identity |
| 13. | IS | Indian Standards |
| 14. | ISO | International Organization for Standardization |
| 15. | M/c | Machine |
| 16. | NFSA | National Food Security Act |
| 17. | NIB | Notice Inviting Bids |
| 18. | NIC | National Informatics Centre |
| 19. | PBG | Performance Bank Guarantee |
| 20. | PDS | Public Distribution System |
| 21. | Qtls | Quintals |
| 22. | RFP | Request for Proposal |
| 23. | SI | System Integrator |
| 24. | SSL | Secure Sockets Layer |
| 25. | STQC | Standardisation Testing and Quality Certification |
| 26. | TPDS | Targeted Public Distribution System |
| 27. | VTs | Vehicle Tracking System |
| 28. | VTU | Vehicle Tracking Unit |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Proposal Data Sheet

| S. No. | Information | Details |
|--------|--|--|
| 1. | Tender Issuing Authority | Madhya Pradesh State Civil Supplies Corporation |
| 2. | Purpose of Tender | Selection of system integrator for design, development, implementation, and maintenance of GPS based integrated supply chain management system |
| 3. | Project tenure | Implementation Period + 3 Years |
| 4. | Tender Issue Start Date | 27/05/2022 |
| 5. | Availability of tender documents | The tender is available and downloadable on e-Tendering Website: https://www.mptenders.gov.in and http://mpscsc.mp.gov.in All Subsequent changes to the Bidding document shall be published on the above website. |
| 6. | Non-Refundable Tender Cost | Non-refundable INR 5000 (Five Thousand) + 18% GST will be payable online through RTGS/NEFT into the account of MPSCSC as mentioned in section 3.1 |
| 7. | Earnest Money Deposit | INR 10,00,000/- (Ten Lakhs Only), payable through NEFT/RTGS into the account of MPSCSC as mentioned in section 3.1 |
| 8. | Performance Bank Guarantee | 5 % of the total contract value within 15 days from the date of issue of work order / Letter of Acceptance from all Nationalized Bank including the public-sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks |
| 9. | Last date and time (deadline) for receipt of Tender Fees, EMD, PQ and Technical Proposals in response to tender notice | 10/05/2022 16:00 |
| 10. | Place, time and date | Will be communicated separately |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| S. No. | Information | Details |
|---------------|-----------------------------------|--|
| | of Presentation and Demonstration | |
| 11. | Language | Proposals should be submitted in English only. |
| 12. | Bid validity | Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bid. |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

1.0 Introduction

1.1 Overview of TPDS

Targeted Public Distribution System (TPDS) is a food security system, established by the Government of India under the Ministry of Consumer Affairs, Food and Public Distribution and managed jointly with the State/UT Governments/Administrations, to distribute highly subsidized food grains to the economically weaker sections of the society. Under the PDS scheme, the subsidized food grains i.e. Wheat, Rice, Salt are distributed through a network of Fair Price Shops (also known as Ration Shops) established across the State of Madhya Pradesh.

The operation related to Public Distribution System (PDS) in the Madhya Pradesh (M.P.) is managed by the Madhya Pradesh State Civil Supplies Corporation (MPSCSC). The primary policy objective of the Department is to ensure food security for the state through timely and efficient procurement and distribution of essential commodities to the beneficiaries covered under TPDS.

The MPSCSC distributes Rice, Wheat & Salt to the intended beneficiaries on monthly basis through FPS's. The tentative quantity distributed on monthly and yearly basis in Madhya Pradesh is given below:

| S.No. | Food Grains | Monthly Allotment (In MT) | Yearly Allotment (In MT) |
|--------------|--------------------|--------------------------------------|-------------------------------------|
| 1. | Wheat | 1,92,481 | 23,09,772 |
| 2. | Rice | 64,160 | 7,69,920 |
| 3. | Salt (iodised) | 9632 | 1,15,584 |
| 4. | Salt (DFS) | 2629 | 31,548 |

MPSCSC procures wheat, paddy, coarse grain at support price under decentralized scheme of Govt. of India. As per the agreed terms and conditions, MPSCSC procured the quantity required for distribution under Targeted Public Distribution System (TPDS) and quantity required for Food Corporation of India.

The commodities required in PDS are lifted and moved to last mile distribution point (in the current scenario the last mile distribution points are Fair Price Shops). MPSCSC is a wholly Government owned organization associated with the Food and Civil Supplies Department, Government of MP. MPSCSC is responsible for transportation of wheat, rice and salt from 223 godowns to more than 25 thousand Fair Price Shops (FPS) spread across the State.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

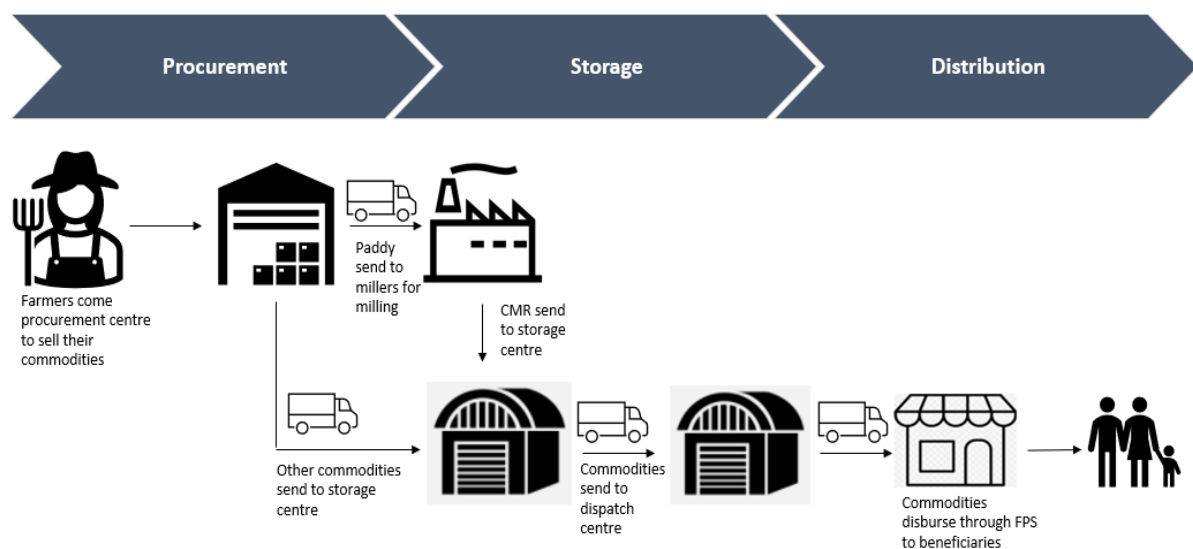
1.2 Overview of MPSCSC

The Madhya Pradesh State Civil Supplies Corporation (MPSCSC), registered under the Madhya Pradesh Companies Act 1956, is a major supply and food grains distribution company of the Government of Madhya Pradesh. Wheat, paddy and coarse grains are procured from the farmers of the state under the Minimum Support Price Scheme by MPSCSC and about 24500 fair price shops of the state are distributed through efficient distribution network under the Public Distribution System.

In FY 2019-20, MPSCSC procures ~118 LMT of food grains from ~4900 procurement centers, move and store at ~223 State godowns and distribute the same to 1.15 Crore beneficiaries through more than 25 thousand FPSs.

Major activities are carried out by the MPSCSC are:

1. Procurement of wheat, paddy, coarse grains, oilseeds and pulses at support price under decentralized scheme
2. Transportation of food grains from procurement centers/ godown (source) to godown (dispatch center)/ Mill premises
3. Transportation of Customed Mill Rice (CMR) from Mill premises to dispatch godowns
4. Distribution of food grains under Public Distribution System (PDS)
 - Transportation of food grains from godown (dispatch center) to FPS



Optimization and syncing of all the three functions of the MPSCSC viz. procurement of produce, storage and distribution is critical so as to ensure supply of essential commodities to the targeted population. i.e. people living below poverty line.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

MPSCSC uses following IT System:

| S.No. | IT Systems | Descriptions | Stakeholders Involved |
|--------------|-------------------|---|---|
| 1. | e-Uparjan | Farmers get their-selves registered in e-uparjan portal to sell their crop on Minimum Support Price (MSP) | Farmers, Mandi Board, Procurement Centre, NIC, DoFCS&CP, MPSCSC |
| 2. | CSMS | Civil Supplies Movement System (CSMS) records the movement of commodity | Millers, NIC, DoFCS&CP, MPSCSC |
| 3. | WHMS | Warehouse Management System keep the record of day to day operation at warehouse | NIC, MPSWC, MPSCSC |
| 4. | JIT | JIT system aims to facilitate timely and rule-based payments to the farmers against the crops sold under MSP Scheme | Farmers, Mandi Board, Procurement Centre, NIC, DoFCS&CP, MPSCSC |
| 5. | AePDS | AePDS help in distribution of food grain to beneficiaries after Aadhaar authentication | NIC, DoFCS&CP, MPSCSC, FPS, |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

1.3 MPSCSC's Requirement

MPSCSC is looking forward for hiring of the services of System Integrator (SI) who will be responsible for carrying out the following set of activities:

- Design, development, hosting and maintenance of Vehicle Tracking System (VTS) and mobile based delivery app. for monitoring and tracking of vehicles used for transportation of commodities under the PDS
- Integration of Applications with existing applications and any other application as desired by the MPSCSC
- Setting up of Centralized Command and Control Centre at State HQ of MPSCSC for real time monitoring and tracking of vehicles, Inventory information on godowns and reporting of any violation or diversion observed in the GPS based VTS application
- Deployment of trained and technically qualified manpower in Command and Control Centre
- Capacity Building and Training to stakeholders.

Managing the above processes completely shall be responsibility of selected Bidder/SI in every manner.

Detailed Functional Requirement is attached in Annexure – XII

1.4 Project Objectives

The objective of this (RFP) is

- To solicit bids from interested parties for Design, development, implementation, hosting and maintenance of GPS based integrated supply chain management system for the Madhya Pradesh State Civil Supplies Corporation (MPSCSC).

The proposed solution has been designed as to achieve the following:

- **Leakage reduction:** Reduce pilferage and diversion of food grains throughout the PDS value chain by proper monitoring food grains delivery trucks.
- **Real Time delivery Notification:** Real time notifications will be available for department to know the exact status and position of the truck and time of delivery.
- **Possibility of continuous improvement:** As all details of the movement of vehicles like problem areas, exceptions, performance variations etc can be captured, department can work on optimizing routes, optimizing vehicle time by considering past performance etc. Data collected in long term will be used by Department to make informed decisions on food grain movement.
- **Improved stakeholder convenience:** Reduce system complexity and increase ease of operations; create solution buy-in and support from consumers as well as other internal stakeholders

2.0 Scope of Work for the Bidder

With an aim to ensure efficiency and transparency and to prevent diversion and pilferage of commodity, System Integrator (SI) shall be responsible for Design, development, implementation, hosting and maintenance of GPS based integrated supply chain management system which includes Vehicle Tracking System and delivery application for monitoring and tracking of vehicles used for transportation of commodities and setting up of Command and Control Centre for real time monitoring, tracking of vehicles, follow up and reporting of any violation or diversion observed in the GPS based VTS application.

Under Dwar Praday Yojana (DPY), MPSCSC on every month transport food grains using ~5,000 vehicles from ~223 State godowns and distribute 2.32 MT of food grains to 1.15 Crore beneficiaries through more than 25 thousand FPSs.

The scope of work of the SI is explained as detailed below:

2.1 Design, Development, Implementation, Hosting and Maintenance of GPS based integrated Supply Chain Management System

2.1.1 The Bidder shall be responsible for design, development, implementation, hosting and maintenance of GPS based integrated supply chain management system which includes Vehicle Tracking System and delivery application in line with the scope of work detailed out in section 2.1 and Functional Requirement Specification as per Annexure XII of this RFP document.

2.1.2 The Bidder shall be responsible for development of login-based web and mobile compatible GPS based VTS application. The below functionalities shall be supported but not limited to:

2.1.2.1 Integration of GPS devices from any Brand/OEM with GPS based VTS application.

2.1.2.2 Transporter and Admin user can integrate new vehicle using GPS IMEI number from mobile and web application

2.1.2.3 Transporter mobile application shall have provision to access and track the vehicle movement

2.1.2.4 Availability of GPS devices (Active/Non-Active)

2.1.2.5 Trip sheets generation

2.1.3 The GPS based VTS applications shall have the provision of sending alerts in the form of SMS, mobile app notification and email for sending communication to concerned Stakeholders.

2.1.4 The Bidder shall ensure real-time GPS-based tracking of the movement of the vehicles. Entire set of applications and their features shall allow secure web

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

based online access to obtain real time information. The secure access shall be provided through popular browser interfaces i.e Google Chrome, Mozilla Firefox, Internet Explorer etc. and mobile based application.

2.1.5 The GPS based VTS application shall support integration with different types of Maps viz. GIS Maps and the required maps for route navigation (Google maps / Digital maps / Customized maps licenses) must be provided by the SI at their cost. The SI shall identify the correct Latitude and Longitude of the State Godown, FPS shop and any other locations as decided by the MPSCSC.

2.1.6 The Bidder shall be responsible for configuration of the Geofence area in GPS based VTS application for State Godown, FPS shop and any other location as decided by MPSCSC.

2.1.7 GPS based VTS application should have feature to Start the Trip and End the Trip as mentioned below:

2.1.7.1 Godown to FPS shop:

- Application should provide for features where in the user shall be able to start and end the trip using mobile application or based on geo-coordinated/geo-fencing of the locations i.e. the bidder shall provide a provision to the user start the trip from mobile based application whenever the vehicle leaves the Godown's premise or the trip should start using mobile app whenever the vehicle leaves the Godown's profile geofence area.
- The trip end using mobile app once the respective vehicle reaches the geo-fence area of FPS shop. System should have provision to send alert whenever vehicle deviates from predefined (geofenced) routes.
- The Transporters is required to enter trip details in system i.e. date, quantity of foodgrains, Godown name, truck number and driver details etc.
- Check GPS functionality: GPS based VTS application should have feature to check the GPS status. In-case the GPS is not working or not responding, alert should be generated by the application to the stakeholders through SMS/eMail/App Notification and penalty would be applied according to SLA.

2.1.8 GPS based VTS application should have provision to able to define White (permissible) and Red zones (non-permissible) and should be able to identify and generate alerts in case any vehicle enters the red zones or makes a non-scheduled enroute stoppage in white or red zone during the trip. The Admin user should have the provision to build respective geofence on them and identify red zones.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

2.1.9 The bidder shall be responsible for Operation & Maintenance of GPS based VTS application during the contract period as per the Service Level Agreement (SLA) highlighted in section 6.16 of the RFP document.

2.1.10 The bidder shall deploy the solution in MeitY empaneled cloud service provider. All requisite deployment, hosting requirements, security tests and compliance to be undertaken by the bidder at no additional cost.

2.1.11 The bidder shall maintain a dynamic reporting system. The bidder is also expected to provide but not limited to the following customized MIS report.

2.1.11.1 System should provide dashboard and alerts which helps to monitor live performance and operation of vehicles.

2.1.11.2 System should be able to generate real time / hourly / daily reports of deliveries, breaches, alerts and on other critical KPIs.

2.1.11.3 System should have option to export reports in spreadsheet, pdf, word document format as per user requirements and email the same at specified time intervals.

2.1.11.4 System should have option to exchange data with external systems using APIs, web services or file transfer using ftp/sftp.

2.1.11.5 System should be able to generate trip detailed report at the end of each trip including applicable penalties

2.1.11.6 Other than above, system shall be able to generate following reports:

- Live location of the Vehicle
- Working Hour/ Efficiency reports
- Detailed Activity reports
- Vehicle Summary
- History Report (showing routes taken by vehicle)
- Trip-wise Report
- Route Deviation Report
- Vehicle stoppage report
- Unauthorized stoppages or deviations at Red Zone area
- Monthly monitoring summary
- Any other Reports as required by the MPSCSC

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 2.1.12 The system shall support multiple concurrent user queries/ transactions for multiple operational trucks/vehicles at the same time. Tracking system shall capture the following Information elements but not limited to:
- Coordinates
 - Reference location
 - Time and Date
 - Vehicle ID/ Vehicle Registration Number
 - Trip ID as assigned during start of the trip and end of the trip on vehicle reaching the destination using Geo fencing.
- 2.1.13 In case the vehicle owner forcefully puts off the GPS system, an alarm should be generated and the same should be reported on the portal.
- 2.1.14 The Bidder shall ensure adequate security provisions in the GPS based Vehicle Tracking System to ensure un-authorized users are denied accessing the application.
- 2.1.15 The Bidder shall ensure a process/system is put in place for monitoring and keeping a track of all the issues reported in the application and shall maintain the status of troubleshooting being carried out by them on the same.
- 2.1.16 Roads with their names should be displayed on the map with each cursor move like - Roads including National Highways, State Highways, major District roads, village roads and other roads need to be displayed on the map.
- 2.1.17 Bidder shall also develop web based/ mobile based application for:
- Planning and scheduling of commodity movement
 - Vehicle assignment with respect to requirement
 - Transport pass creation using mobile phone
 - Delivery confirmation using mobile phone
- 2.1.18 Bidder shall ensure Minimum 180 days (history) data log on the Server. All data generated during the operation period shall be the property of MPSCSC.
- 2.1.19 All licenses required for operation of the system shall be procured in the name of MPSCSC at Bidders cost.
- 2.1.20 In case, any of the software becomes obsolete during the project tenure, the SI shall offer new upgraded software/modify/migrate to higher specification at no additional cost.
- 2.1.21 The selected SI shall transfer the source code and other applicable licenses to MPSCSC for maintenance and management of the application at the end of the contract period.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 2.1.22 The selected SI shall prepare all documentation as per latest industry standards and should incorporate necessary version control mechanism whenever any major changes are made in the solution, during the tenure of project
- 2.1.23 The Bidder shall build a user-friendly platform which is compatible to operate in mobile. The bidder shall also build/integrate all data into Android and iOS mobile App.
- 2.1.24 After the successful completion of UAT, bidder, must complete the security audit of the desired solution through “CERT-In” empaneled agencies. The process of certification shall be completed, within 03 months from the date of go-live at bidder’s cost. The bidder is required to do quarterly analysis of the application software related to security concern “if any” of data & application at bidder’s cost.
- 2.1.25 Bidder shall log all bugs/defects along with time of reporting and the time of resolution. The bug/defect report shall be shared latest by 7th of every month.
- 2.1.26 The SI shall be responsible for preparation of proper project documentation that shall include but not be limited to the following:
- Detailed Project Plan
 - System Requirements Specifications (SRS)
 - Test Plans
 - Deployment Plan
 - Training Plan
 - Operations and User Manuals for different categories of users

All documentation should be prepared as per latest industry standards and should incorporate necessary version control mechanism. Whenever any major changes are made in the solution, during the contract period, SI must provide all the updated documents, after taking due approvals from the MPSCSC.

2.2 PDS Delivery Application

- 2.2.1 The bidder is required to provide mobile based delivery application for the end users as specified in Annexure-XII – Functional Requirement Specifications.
- 2.2.2 Below mentioned functionalities are to be provided by the bidder in the PDS Delivery Application.
- 2.2.2.1 The Delivery application shall have feature where MPSCSC official can prepare delivery planning.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 2.2.2.2 The Delivery application provide facility for assigning of vehicle by transporter for lifting of commodity.
- 2.2.2.3 The Mobile based Delivery Application should be able to Generate Transport/ Delivery Passes in the Geo-fenced area only.
- 2.2.2.4 The Mobile based Delivery Application should be provided interface to start and stop trip(s) in the Geo-fenced areas (White Zones) as provided by MPSCSC.
- 2.2.2.5 The Mobile based Delivery Application should be able to perform electronic delivery based on sign-on Glass, One time password.
- 2.2.2.6 The Mobile based Delivery Application should be capture images directly through Camera (Not from Gallery) for the purpose on confirming delivery or trip start.
- 2.2.2.7 The images capture while performing delivery should contain Latitude-Longitudes and Time Stamp and same should be stored in the database.
- 2.2.2.8 Delivery application shall feature to configure the Service Level Agreement to monitor the performance of transporters.
- 2.2.2.9 Delivery Application shall provide user specific dashboard for monitoring and viewing the status of delivery order, pending delivery order, godown stocks, trip completed, in-transit etc.
- 2.2.2.10 Delivery application generates various MIS reports as desired by the MPSCSC.
- 2.2.2.11 The Mobile based Delivery Application is to be developed to support Android / iOS Operating systems.
- 2.2.2.12 The bidder should ensure that time to time upgrades / patches shall be made available in the Mobile based Delivery Application as per requirements.
- 2.2.2.13 The Mobile based Delivery Application should be made available on Play Store (Google) / iOS Store for download by end-users.

2.3 Setting up and maintenance of Command and Control Centre (CCC)

- 2.3.1 The Bidder shall set up a central monitoring facility at a location specified by the MPSCSC with all necessary equipment which includes Display screens, computer hardware, telephone/mobile communication, internet connection along with all other necessary hardware/equipment's, software's (OS, antivirus, etc.). Refer Specifications given Annexure-XIV of Video Wall &

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure XV for computer system specification as stated in the RFP for more details.

- 2.3.2 The tracking of movement of vehicles shall be done by the bidder's staff at the Command and Control Centre. The facilities needed for monitoring at MPSCSC headquarter level shall be set up by the bidder. Deviations of high priority shall be shared by the vendor to the MPSCSC officials and deviation reports shall be monitored by users within the MPSCSC.
- 2.3.3 MPSCSC shall provide necessary space, electricity connections, required for setting up of Command and Control Centre. All other hardware as specified in the RFP shall be provided by the successful Bidders.
- 2.3.4 The bidder shall ensure that newly added vehicles should be integrated with the GPS based VTS application with coordination between the CCC and the GPS vendors. In case, if the GPS devices OEM is not integrated with the application platform, then the CCC coordinator shall do necessary coordination with the application team to ensure integration of OEM and syncing of data between the devices and platform at no additional cost.
- 2.3.5 The selected Bidder shall be responsible to provide adequate manpower at the Command and Control Centre to manage the entire monitoring operations.
- 2.3.6 Resources deployed shall be working on the GPS based VTS project only and no sharing of resources with other projects will be allowed.
- 2.3.7 The Business Hours for Command & Control Centre (CCC) Operators will be 10 hours and 07 days a week.
- 2.3.8 Technical team shall be available onsite/ remote for support as and when required as per operational requirement.
- 2.3.9 Bidder shall have to arrange its own Infrastructure for CCC Operators including PC, phone along with call charges to be borne by SI.
- 2.3.10 Bidder shall be responsible for Operations & Maintenance of entire system environment (Software & Hardware warranty & maintenance support) from the date of commissioning for a period of 3 three years initially (excluding Go-Live period) and extendable in case of mutual agreement by both the parties (i.e. Bidder and MSCSC). During the O&M phase the bidder is responsible for the following:
 - 2.3.10.1 Debugging & fixing of problems arising in the running applications.
 - 2.3.10.2 Tuning and code changes for optimal performance.
 - 2.3.10.3 Enhancement/modification in modules as per changes in business rules.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 2.3.10.4 Data Validation/correction
- 2.3.10.5 Fix the operational problems
- 2.3.10.6 Backup of data
- 2.3.10.7 MIS Reports
- 2.3.10.8 GPS device mapping

For understanding of the project, the bidder is required to refer suggested Functional Requirement Specification (FRS) as given in Annexure- XII. The bidder is required to review and go-through the FRS document in detail. Please note the FRS is only indicative for understanding purpose.

2.4 Manpower Requirement

| S. No. | Profile | Minimum number | Minimum Qualification |
|--------|---|----------------|--|
| 1. | Project manager | 1 | <ul style="list-style-type: none"> • Total IT (relevant) experience should not be less than 10 years • Experience of working as a Project Manager for at least 3 years in relevant field • Experience of working in at least Four (4) project on System Integration/ ICT Systems Development, Implementation Work and One (1) project in same technology • Should be BE/B. Tech /MCA /M-Tech/MBA(IT) • PMP/Prince 2/Scrum/Agile Certification and added advantage |
| 2. | Data Analyst | 1 | <ul style="list-style-type: none"> • Total IT experience should not be less than 5 years • Experience of working as a Data Scientist for at least 2 Years in relevant field |
| 3. | Technical Resources, Programming, Reporting Resources | 2 | <p>Each resource proposed for the CCC should have following experience*:</p> <ul style="list-style-type: none"> • Graduate with total work experience >2 Years • Work experience in terms of programming, reporting > 1 year • Experience of working on GPS based VTS system atleast 1 project |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| | | | |
|----|--------------------------|---|---|
| 4. | Incident Management Team | 6 | <p>Each resource proposed for the CCC should have following experience*:</p> <ul style="list-style-type: none"> • Graduate with total work experience >2 Years • Work experience in terms of handling operation in Command & Control Centre > 1 year • Experience of working on GPS based VTS system atleast 1 project |
|----|--------------------------|---|---|

- The Incident Management Team shall be responsible for monitoring of all the system generated alerts. The Team shall log critical alerts/incidents generated by the VTS system and shall maintain a record of the same. The severity/priority levels of these incident shall be finalized in discussion with concerned MPSCSC officials.
- Based on the alerts/ incidents criticality, Tickets of the incidents should be generated and the team should follow-up with the relevant stakeholders and keep concerned MPSCSC officials informed about the same.
- The System generated critical alerts should be put-to MPSCSC knowledge for further action on them.
- Daily reports for system generated alerts and action taken against the same by Incident Management team is to be submitted to MPSCSC.
- The team will also prepare report regarding functioning of GPS devices and report shall be shared with concerned officers as per agreed frequency.

2.5 Training

- 2.5.1 Bidder should provide training end-users on registration of GPS devices and usage of mobile interface and relevant modules of GPS based VTS application and PDS Delivery Application.
- 2.5.2 Bidder shall prepare Training Plan in-coordination with MPSCSC and Conduct training according to the training plan.
- 2.5.3 Bidder should provide training to MPSCSC officials and their nominated representative on various modules/reports of GPS based VTS application and PDS Delivery Application.
- 2.5.4 Bidder shall ensure training on the GPS based VTS platform is provided to the Command-and-Control Centre operators prior to their deployment at MPSCSC HQ.
- 2.5.5 The bidder shall conduct adequate number of training sessions spread over the contract period for transporters and other application users.
- 2.5.6 The training shall be provided in Hindi / English language, as per specific user requirements.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

2.5.7 The bidder shall prepare the necessary user manuals, documentation, presentations, flowcharts, training aids as required for successful delivery of such trainings.

2.6 Services

2.6.1 The Bidder is required to ensure smooth services delivery and shall ensure coordination with all godown managers and truck contractors. The Bidder should have a dedicated helpdesk and call center for Incident tracking / closing and resolving end user issues.

2.6.2 The Bidder is expected to create a baseline of resource, route and loading information for the first 3 months (90 Days) to create a baseline. After the first three months, the Bidder is expected to provide feedback and suggestions to help MPSCSC save time and cost on the expenditure for transportation, movement and delivery.

2.6.3 The system should also have machine learning and intelligence to create white and red zones which should have event-triggered actions for MPSCSC or authorized stakeholders.

- **White zones** indicate approved stoppages and locations. SLA breach would not be triggered if a truck is making a stop in these locations.
- **Red zones** indicate unauthorized stoppages or deviations. The system should be able to keep a track of the locations / localities where trucks stop and indicate the same for review and tagging of suspect zones for pilferages. System should be able to trigger alerts to approved users in the event of stoppages at these locations.

2.6.4 The Bidder is required to help to identify the trends and also provide recommendations to MPSCSC to ensure optimization of resources. The resources would be required to create the baseline in the initial three months and also provide suggestions on monthly basis to ensure optimum utilization and cost reduction in monthly expenditures basis of resource deployment and fleet optimization.

2.6.5 The bidder may also be required to provide services post go-live including but not limited to:

- Changes in service levels as per MPSCSC requirement
- Escalation matrix
- Notification
- Registration format changes
- New commodity / scheme changes
- Any other change

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

2.6.6 Notifications in the form of email, app-based alert, sms should be considered as per the functional requirements specifications provided under the annexure of this tender document. Cost for these components along with hosting and manpower and any other costs should be inclusive in the commercial quote submitted by the bidder.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

3.0 Instruction to Bidders

3.1 Availability of RFP Document

This RFP document is available on the web site <https://www.mptenders.gov.in> and in tender section of <http://mpscsc.mp.gov.in> to enable the Bidders to view and download, and to submit e-Bids online up to the last date and time mentioned in RFP document. The Bidder shall have to furnish, as part of its Bid, an Earnest Money Deposit (EMD) of INR 10,00,000/- (Ten Lakhs Only) by submitting online through RTGS/NEFT in to the account of mentioned below and upload/submit the bank receipt online in the given attachment of e-proc website from a scheduled bank, drawn in favor of MPSCSC valid for 180 days from the Bid submission end date, payable at Bhopal.

The EMD is payable through NEFT/RTGS as per following details:

| | |
|---------------------|------------------------------------|
| Name of Beneficiary | MP State Civil Supplies Corpn. Ltd |
| Name of Bank | State Bank of India |
| Account Number | 00000039841253729 |
| IFSC Code | SBIN0001920 |
| Branch | Commercial Branch, Bhopal |

3.2 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

3.3 Preparation and submission of Bid

3.3.1 Language of Bid

The Bid document prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and MPSCSC 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 MPSCSC. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

3.3.2 Documents constituting the e-Bid

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

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- a) Technical Bid – Technical Electronic Bid shall comprise of:
- i) **Earnest Money Deposit Details** – Scanned copy/softcopy of EMD bank guarantee/NEFT/RTGS.
 - ii) **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 (Annexures-III) and fulfill all the conditions of the contract as outlined in Technical Evaluation Parameters in this RFP (Annexures - V) and fulfills all the technical conditions of the contract.
- b) **Financial Bid** – The Financial Electronic Bid shall include following:
- i) Cover letter: Financial Proposal Format (As per Annexure-VIII) in PDF format
 - ii) Financial Quote: in the prescribed format (in exl) available for download on e-Tender portal <https://www.mptenders.gov.in>

3.3.3 Documents establishing Bidder's Qualification

- 3.3.3.1 The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- 3.3.3.2 The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.
- 3.3.3.3 All the documents submitted by the Bidder shall be signed by authorized signatory and shall also put company's/authorized signatory's seal.
- 3.3.3.4 The Applicant not fulfilling the Technical Bid shall not be analyzed and evaluated for their Financial Bid in order to qualify the short-listing stage.

3.3.4 e-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.

3.3.5 Formats and Signing of e-Bid.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 3.3.5.1 The Bidder shall prepare one electronic copy each of the technical Bid and financial Bid separately.
- 3.3.5.2 The e-Bid document shall be digitally signed, 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.
- 3.3.5.3 The bidder shall provide all the information sought under this RFP. The MPSCSC shall evaluate only those bids that are received in the required formats and complete in all respects.

3.3.6 Deadline for submission of e-Bid

E-Bid (Technical and Financial) must be submitted by the Bidder at e-tender website <https://www.mptenders.gov.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). MPSCSC may, at its discretion, extend this deadline for submission of e-Bid by issuing and publishing a corrigendum on MPSCSC and e-tender website; in such case all rights and obligations of the MPSCSC and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.3.7 Submission of e-Bid

- 3.3.7.1 The Bid submission module of e-tender website <https://www.mptenders.gov.in> enables the Bidders to submit the e-Bid online in response to the RFP published by the MPSCSC.
- 3.3.7.2 Bid submission can be done only from the Bid submission start date and time till the Bid submission end date and time given in the RFP. Bidders should start the Bid submission process well in advance so that they can submit their e-Bids in time.
- 3.3.7.3 The Bidder should submit their e-Bid considering the server time displayed in the e-tender website <https://www.mptenders.gov.in>. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- 3.3.7.4 Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.
- 3.3.7.5 The Bidders must follow the instructions as per "Bidder Manual kit section" in the website <https://www.mptenders.gov.in> for submission of their e-Bid:

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 3.3.7.5.1 For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-tender website <https://www.mptenders.gov.in>. If they have not done so previously for registration.
- 3.3.7.5.2 In addition to the normal registration, the Bidder must register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.
- 3.3.7.5.3 For successful registration of DSC on e-tender website <https://www.mptenders.gov.in> the Bidder must ensure that he/she should possess class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-tender website <https://www.mptenders.gov.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise given above even before the e-Bid submission date starts. The MPSC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.
- 3.3.7.5.4 The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay Online" option available at the end of the view Bid details form. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF as per formats given in the RFP document.
- 3.3.7.5.5 After clicking the 'pay online' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the EMD online payment details. After entering and saving the EMD details form so that "Bid document preparation and submission" window appears to

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

upload the documents as per technical and financial schedules/packets given in the Bid details.

- 3.3.7.5.6 Next the Bidder should upload the technical e-Bid documents for EMD, Qualification details. Before uploading, the Bidder must select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.
- 3.3.7.5.7 The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC (digital signature) of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned Bid openers only.
- 3.3.7.5.8 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 3.3.7.5.9 Bidders get technical assistance and clarification related to online filling of tender documents and tender process in contact details as mentioned below:

Email: eproc@nic.in.

Contact No of MPSEDC officers: 8770888479, 9039908202, 9074203622 and 7828729987

Toll free number- 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, 18002588684 from 10:00 am to 7:00 pm

3.4 Late Bid

- 3.4.1 The server time indicated in the Bid management window on the e-tender website <https://www.mptenders.gov.in> will be the time by which the e-Bid

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

submission activity will be allowed till the permissible date and time scheduled in the e-Bid.

- 3.4.2 Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-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 e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

3.5 Withdrawal and resubmission of e-Bid

- 3.5.1 At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the Bid submission end date and time, as per instructions provided in “Bidder Manual kit section” in the website <https://www.mptenders.gov.in>.
- 3.5.2 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- 3.5.3 The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. Resubmission can be done as per instructions provided in “Bidder Manual kit section” in the website <https://www.mptenders.gov.in>.
- 3.5.4 The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 3.5.5 No e-Bid can be resubmitted after the deadline of submission of e-Bids.

3.6 MPSCSC's Right to accept any e-Bid and to reject any or all e-Bids.

- 3.6.1 Notwithstanding anything contained in this e-Bid, MPSCSC 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.
- 3.6.2 The MPSCSC reserves the right to reject any Bid if:
- 3.6.2.1 At any time, any misrepresentation is made or uncovered, or
- 3.6.2.2 The Bidder does not provide, within the time specified by MPSCSC, the supplemental information sought by MPSCSC for evaluation of the e-Bid.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 3.6.3 Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the e-Bid has been opened and the L1 Bidder gets disqualified/ rejected, then the MPSCSC 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 MPSCSC, including annulment of the Selection Process.
- 3.6.4 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 havenotbeenmet 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 empaneled 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 casemay 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 MPSCSC to the bidder, without the MPSCSC being liable in any manner whatsoever to the bidder, as thecase may be. In such an event, the MPSCSC shall forfeit and appropriate the EMD, as the case may be, as compensation and damages payable totheMPSCSC for, inter alia, time, cost and effort of the MPSCSC, without prejudice to any other right or remedy that may be available to the MPSCSC.
- 3.6.5 The MPSCSC reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. The failure of the MPSCSC to undertake such verification shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the MPSCSC there under.

3.7 Period of validity of e-Bid

- 3.7.1 e-Bid shall remain valid for 180 days (one hundred and eighty days) from the Bid submission due date/end date as prescribed by the MPSCSC. An e-Bid valid for a shorter period shall be rejected by the MPSCSC as non-responsive.
- 3.7.2 In exceptional circumstances, MPSCSC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.
- 3.7.3 During the Bid validity period, the Bidder is expected to keep available the personnel proposed for the assignment.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 3.7.4 MPSCSC will make its best effort to evaluate the Bids and sign the contract within this period. If MPSCSC wishes to extend the validity period of the proposals, the Bidders who do not agree, MPSCSC shall have the right not to extend the validity of their proposals.
- 3.7.5 The validity of bids may be extended by mutual consent of the respective bidders and the MPSCSC.

3.8 Correspondence with the Bidder

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

3.9 Earnest Money Deposit

- 3.9.1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) of INR 10,00,000/- (Ten Lakhs Only) through NEFT/RTGS to Madhya Pradesh State Civil Supplies Corporation (MPSCSC). No Bidder is exempted from furnishing the said EMD, except the bidder who are registered in Madhya Pradesh as MSME. The currency of the EMD shall be Indian Rupees (INR) only.
- 3.9.2 The EMD is payable through NEFT/RTGS
- 3.9.3 Bids received without the EMD shall be rejected outright as non-responsive. No further communication from the Bidder, in this regard, shall be entertained by MPSCSC.
- 3.9.4 No interest shall be payable by MPSCSC for the sum deposited as EMD.
- 3.9.5 The EMD shall be forfeited in the following cases:
- 3.9.5.1 Any information submitted by the Bidder is found to be incorrect / forged.
- 3.9.5.2 If Bid is withdrawn during the validity period or any extension agreed by MPSCSC and Bidder thereof.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

3.9.5.3 If the Bid is modified in a manner not acceptable to MPSCSC after opening of the Bid. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

3.9.5.4 If the Bidder tries to influence the evaluation process.

3.9.5.5 If the successful Bidder fails to sign the contract in accordance clause no. 5.1 "Notification of award".

3.9.6 In case of unsuccessful Bidder, earnest money/Bid security will be released on request from the Bidder on a date subsequent to the signing of contract with the successful Bidder.

3.9.7 The bid security of the successful bidder will be returned after the bidder has signed the Contract Agreement pursuant to clause 5.1 (Notification of Award) and has furnished the required Security Deposit pursuant to clause 5.4 of the RFP document.

3.9.8 MPSCSC reserves the right to forfeit the earnest money or part thereof, in circumstances which according to it indicate that the Bidder is not earnest in accepting/executing any order placed under specification.

3.9.9 The bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the MPSCSC shall be entitled to forfeit and appropriate the EMD as compensation / damages to the MPSCSC in any of the events specified in the RFP document.

3.10 Amendments in RFP Document

3.10.1 MPSCSC 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.

3.10.2 At any time prior to the deadline for submission of the Bids, MPSCSC may amend the RFP document by issuing addendum/corrigendum without notifying any Bidder or without giving any reason. Any addendum issued shall be part of the Bidding document and shall be communicated by the MPSCSC on MPSCSC website and e-procurement/ e-Tender websites. In case of issuing addendum/ corrigendum, the last date of Bid submission may be extended by MPSCSC, if felt necessary by MPSCSC.

3.10.3 Prospective Bidders shall promptly acknowledge such addendum/corrigendum thereof, in writing via email. MPSCSC will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the Bidder.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 3.10.4 The Bidders are requested to refrain from requesting extension of time on any grounds since the same will not be entertained by MPSCSC.
- 3.10.5 No clarification obtained through verbal communication by the Bidder with any employee of MPSCSC 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 MPSCSC shall bear no responsibility for any outcome arising out of this.
- 3.10.6 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

3.11 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.

3.12 Technical Proposal

- 3.12.1 For preparing the Technical Proposal, the Bidders are advised to thoroughly examine this RFP in detail. Any deficiencies in providing the information requested may result in rejection of the Proposal/e-Bid.
- 3.12.2 The Technical Proposal shall not include any financial information. Bid which encloses financial Bid information/ part of financial Bid in the technical Bid shall be rejected outright by MPSCSC as being non-responsive.
- 3.12.3 MPSCSC 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 MPSCSC in respect of such bid
- 3.12.4 The Bidder shall submit the following documents with its technical proposal:
- 3.12.4.1 Copy of payment proof for EMD as RTGS/NEFT.
 - 3.12.4.2 Response to the Pre- Qualification Criteria and Technical Bid Evaluation Criteria given in the Annexure-III & V (a) along with supporting documents.
 - 3.12.4.3 All the Annexures as provided in this RFP document duly signed and stamped by the authorized signatory of the bidder.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

3.12.4.4 Any other relevant form(s) and document(s) in compliance to the RFP requirements.

3.13 Financial Proposal

3.13.1 Financial e-Bid shall include the following document:

| Sr. No. | Document Type | Document Format |
|---------|-----------------|---|
| 1. | Financial Quote | In the prescribed format (in exl) provided at e-tender portal |

3.13.2 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.

3.13.3 The Financial Proposal should exclude all the GST/Service Tax, other Taxes, Duties, Cess, etc.

3.13.4 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.

3.14 Terms & Conditions of Bidders

3.14.1 Any terms and conditions of the Bidder will not be acceptable at any stage of Bidding process.

3.14.2 Any terms and conditions of the Bidders mentioned in the Bid will not be considered as a part of their Bids and/or contract.

3.15 Deviations in Terms and Conditions of RFP

3.15.1 No deviations in the terms and conditions as laid out in the RFP will be accepted.

3.15.2 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 evaluation committee.

3.15.3 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.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 3.15.4 Provided that a Technical Proposal is substantially responsive, MPSCSC 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 Technical 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.
- 3.15.5 Provided that the Financial Proposal is substantially responsive, MPSCSC will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
- 3.15.5.1 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 MPSCSC 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
- 3.15.5.2 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
- 3.15.5.3 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 (3.15.5.1) and (3.15.5.2) above.
- 3.15.6 If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid security may be forfeited, or its Bid securing declaration shall be executed.

3.16 Right to Publish

Throughout the duration of this bidding process and contract term, Bidders must secure from MPSCSC, 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.

3.17 Due diligence by Bidders

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

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

3.17.2 MPSCSC 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.

3.18 Clarifications from Bidders

3.18.1 MPSCSC may at its sole discretion contact the Bidder for clarification of the response.

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

3.18.3 MPSCSC/ Evaluation Committee may use other sources of information in proposal evaluation as required.

3.19 Collusive Proposal

3.19.1 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.

3.19.2 In addition to any other remedies available under any law or any contract, MPSCSC 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 EMD/PBG may be invoked.

3.20 Fraud and Corrupt Practices

3.20.1 The Bidders and their respective employees shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, MPSCSC 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

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

- 3.20.2 MPSCSC may also initiate appropriate legal action under relevant Indian laws against the Bidder found indulging in fraud and corrupt practices.
- 3.20.3 Without prejudice to the rights of MPSCSC hereinabove, if a Bidder is found by MPSCSC 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 MPSCSC for a minimum period of 2 (two) years from the date such Bidder is found by MPSCSC 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.
- 3.20.4 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.
- 3.20.5 Bids, which in the opinion of MPSCSC, have been completed with the improper assistance of employees of MPSCSC and ex-employees of MPSCSC, or with the utilization of information unlawfully obtained from MPSCSC, will be excluded from further consideration and shall be rejected.
- 3.20.6 For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
- 3.20.6.1 "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
- 3.20.6.2 "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;
- 3.20.6.3 "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
- 3.20.6.4 "Undesirable practice" means establishing contact with any person connected with or employed or engaged by MPSCSC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process;

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

3.20.6.5 “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.

3.21 Conflict of Interest

3.21.1 MPSCSC requires the Bidders to provide professional, objective, and impartial advice and at all times hold MPSCSC's interest paramount

3.21.2 The Bidders should strictly avoid conflicts with other assignment or their own corporate interests and act without any consideration for future work.

3.21.3 Neither the selected Bidder nor any of its personnel, spouse, children or any person having a common interest with the selected bidders shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this project.

3.21.4 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:

3.21.4.1 Have controlling shareholders in common; or

3.21.4.2 Receive or have received any direct or indirect subsidy from any of them; or

3.21.4.3 Have the same legal representative for purposes of this Bid; or

3.21.4.4 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 MPSCSC regarding this Bidding process; or

3.21.4.5 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.

3.21.4.6 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.

3.22 Confidentiality

3.22.1 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.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 3.22.2 Any effort by a Bidder to influence MPSCSC 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.
- 3.22.3 No Bidder shall contact MPSCSC 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 MPSCSC 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 MPSCSC.
- 3.22.4 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.
- 3.22.5 The MPSCSC 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. MPSCSC 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 MPSCSC

3.23 Taxes & Duties

- 3.23.1 All Custom Duties, Excise Duties and any other Taxes, GST/service Tax, Duties, Cess and Levies payable by the Bidder in respect of any transaction for procuring any services, components, sub-assemblies, raw-materials and equipment shall be excluded in the Bid price and no separate claim on this behalf will be entertained by MPSCSC.
- 3.23.2 Bidder shall be responsible for all statutory and regulatory compliance and for obtaining any permits, licenses or other statutory documents required by Government /Corporation officials in connection with the supply of the Goods.
- 3.23.3 As regards the GST, Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.
- 3.23.4 All taxes including GST/Service Tax etc. during the contractual period shall be as per applicable rates.
- 3.23.5 The Bidder shall be fully and solely responsible for the payment of all central, state and local taxes and contributions (including penalties and interest)

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

imposed pursuant to income tax, GST as and when applicable, compliances as stated in this agreement or any other similar statute to the Govt. and to the employees and /or persons engaged and/or deputed by the Tenderer pursuant to this contract .

3.24 Return of Information to MPSCSC

3.24.1 MPSCSC reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by MPSCSC (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:

- 3.24.1.1 Returned to MPSCSC, in which case the Bidder must promptly return all such information to the address identified by MPSCSC; or
- 3.24.1.2 Destroyed by the Bidder, in which case the Bidder must promptly destroy all such information and provide MPSCSC with written certification that it has been destroyed.

3.25 False or Misleading Claims

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

3.26 Criminal Charges and Conviction

3.26.1 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.

3.27 Integrity Pact

3.27.1 The pact essentially envisages an agreement between the prospective Bidders and MPSCSC, committing the persons/ officials of both sides, not to resort to any corrupt practices in an aspect/ stage of the contract. Only those Bidders, who commit themselves to such a Pact with MPSCSC, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- 3.27.1.1 Promise on the part of the MPSCSC not to seek or accept any benefit, which is not legally available;

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 3.27.1.2 MPSCSC to treat all bidders with equity;
- 3.27.1.3 Promise on the part of bidders not to offer any benefit to the employees of the MPSCSC not available legally;
- 3.27.1.4 Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- 3.27.1.5 Bidders not to pass any information provided by MPSCSC as part of business relationship to others and not to commit any offence under PC/ IPC Act,
- 3.27.1.6 Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary,
- 3.27.1.7 Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle

4.0 Evaluation of Bids/Proposals

To evaluate the Tender, MPSCSC 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 following process:

1. Tender Evaluation Committee (TEC) will evaluate and compare the Bids that have been determined to be substantially responsive.
2. Tender Evaluation Committee shall review the Technical 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.
3. All Technically Eligible Bidders shall be considered for financial evaluation.
4. The Financial Proposals of only those Bidders who have been qualified in the Technical Proposal will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.

4.1 Opening of Bids

4.1.1 Bid Opening shall take place through the e-Procurement Portal (<https://www.mptenders.gov.in>). Online Proposals submitted along with the EMD shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.

4.1.2 In case of EMD is not received as per the timeline mentioned in Bid Data Sheet, the Bid submitted in e-Procurement Portal would be rejected.

4.1.3 Opening of Technical e-Bid

4.1.3.1 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for MPSCSC, the e-Bids shall be opened at the appointed time and place on the next working day.

4.1.3.2 The MPSCSC will open all technical e-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 NIB of this RFP.

4.1.3.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the MPSCSC may, in its sole discretion, exclude the relevant information from computation for the Bidder.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

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

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

4.2 Initial Determination of Compliance with RFP Requirements

4.2.1 During Bid opening, preliminary scrutiny of the Bid documents will be made to determine whether they are complete, whether required EMD has 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:

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

4.2.1.2 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 MPSCSC.

4.2.1.3 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.

4.2.2 To assist in the scrutiny, evaluation and comparison of offers, MPSCSC 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 MPSCSC in the evaluation of the Bids.

4.2.3 MPSCSC 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 MPSCSC in respect of such Bid.

4.3 Correction of Errors

4.3.1 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.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

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

4.4 Bid Evaluation Procedure

4.4.1 To establish the Bidder's competency and capabilities, it is proposed that the evaluation of the Bids will be done in two (2) stages as mentioned below:

Stage-1:

- **Evaluation of Pre-Qualification Proposal to establish the Eligibility Claim.**
- **Evaluation of Technical Proposal**

Stage-2:

- **Evaluation of Financial Proposal**

On each of these parameters, the Bidders would be required to meet the qualification/ evaluation criteria as detailed in subsequent sections.

4.4.2 All responsive Bids accompanied with EMD would progress for evaluation of Pre-Qualification Criteria as a part of Stage 1 of Bid Evaluation procedure.

4.4.3 The Evaluation Committee may undertake written clarifications from the Bidders, if required. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.

4.4.4 Stage-1: Evaluation of Technical Proposal

4.4.4.1 The Evaluation Committee would evaluate the technical bids of only those bidders who qualify the Pre-qualification criteria. Bidders should be ready to give the presentation on their proposed solution and demonstration of their past solution for an assignment with similar scope of work in front of the Evaluation Committee. They are expected to reply to all the queries from the Evaluation Committee during the presentation. The presentation and demonstrations would be part of technical evaluation process.

4.4.4.2 The Evaluation Committee will evaluate the technical proposals to satisfy itself with respect to completeness of the solution, approach & methodology, O&M plan etc.

4.4.4.3 MPSCSC may also undertake written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

bid documents. The pre-qualification criteria are listed out in Annexure-III – Pre-Qualification Criteria.

4.4.4.4 The Bidder are required to submit their response to the Pre-Qualification criteria along with all necessary document and submit the duly filled Annexure IV – Checklist of Bidder’s Pre-Qualification Criteria in the Tender document. The same shall be referred by Tender Evaluation Committee for the purpose of Evaluation of proposal.

4.4.5 Technical Evaluation of only eligible bidders (who has qualified pre-qualification criteria) would be carried out in the following manner:

4.4.5.1 Proposal Presentations: The Committee if required, may invite each bidder to make a presentation to the MPSCSCat a date, time and locations determined by the MPSCSC. The purpose of such presentations would be to allow the bidders to present their proposed solution to the committee as per serial5 of Annexure V -Technical Evaluation Criteria.

4.4.5.2 The Evaluation Committee may undertake written clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.

4.4.5.3 The bidders who score 70 or more marks in technical bid, will qualify for the evaluation of the financial bid.

4.4.6 Stage-2: Evaluation of Financial Proposal

4.4.6.1 The Financial Bids of all technically qualified Bidders will be opened on the prescribed date in the presence of authorized representatives of Bidders.

4.4.6.2 Only fixed price financial Bids indicating total prices for all the services specified in this Bid document will be considered.

4.4.6.3 The Bid price will exclude all taxes and levies and shall be in Indian Rupees only and mentioned separately.

4.4.6.4 Any conditional Bid will be rejected.

4.4.6.5 If there is a discrepancy between words and figures, the amount in words will prevail.

4.4.6.6 If there is no price quoted, the Bid shall be declared as disqualified.

4.4.6.7 All the prices are to be entered in Indian Rupees ONLY

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 4.4.6.8 The evaluation will be carried out if financial bids are complete and computationally correct.
- 4.4.6.9 The Bidder, whose total cost is lowest shall be considered as L1 will be selected for award of contract.

5.0 Award of Contract

Following finalization of selected Bidder, the contract shall be signed between MPSCSC 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.

5.1 Notification of Award

The successful Bidders for award shall be notified by the MPSCSC 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") along with the required Security Deposit in the form of Bank Guarantee to enter into the Contract within fifteen (15) days from the receipt of the Letter of Intent. Upon the successful furnishing of performance security deposit by the successful Bidder, contract signing process will take place.

5.2 Signing of Contract

Once the MPSCSC 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 MPSCSC 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.

5.3 Contract Period

The contract shall remain in force for a period of 41 months (5 months for Implementation and 36 months for operation and maintenance) from the date when the Bidder is called upon to perform the services i.e. date of issuance of Letter of Award.

5.4 Security Deposit

- 5.4.1 The empaneled Bidder at its own expense will have to furnish a security deposit equivalent to 5% of the total contract value in the form Demand Draft payable to MPSCSC or an unconditional and irrevocable Bank Guarantee (As per Annexure XI) drawn from a scheduled bank acceptable to MPSCSC. No interest will be paid on the Security Deposit amount.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 5.4.2 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 Deposits 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 MPSCSC.
- 5.4.3 In the event of the Bidder being unable to service the Contract for whatever reason, MPSCSC will encash the Security Deposit. Notwithstanding and without prejudice to any rights whatsoever of MPSCSC under the Contract in the matter, the proceeds of the Security Deposit shall be payable to MPSCSC as compensation for the Bidder's failure to perform/comply with its obligations under the Contract. MPSCSC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days.
- 5.4.4 Before encashing, the Bidder will be given an opportunity to represent before MPSCSC. The decision of MPSCSC 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.
- 5.4.5 The Security Deposit is required to protect MPSCSC against the risk of selected Bidder's conduct, which would warrant the Security Deposit forfeiture.

5.5 Annulment of Award

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 MPSCSC may make the award to the Bidder who scored second highest composite marks (and so on) or may call for new Bids.

6.0 General Terms and Conditions

6.1 Definitions

- 6.1.1 The Contract is the contract between the Corporation and the Bidder to execute & complete the scope of work as mentioned in the RFP document. This includes all attachments and Annexures.
- 6.1.2 The "MPSCSC." a company with their registered office located at Block 1, 3rd Floor, Paryawash Bhawan, Bhopal. The corporation is the party who will employ the Bidder to execute the Contract.
- 6.1.3 The CLIENT is, MPSCSC.
- 6.1.4 The Bidder means an individual/firm/registered company etc. who's Bid to carry out the scope of work as mentioned in the RFP document.
- 6.1.5 The Bidder's Bid is the complete Bidding document submitted by the Bidder to the Corporation and includes Technical Bid, financial Bid and other required documents before the award of the contract.
- 6.1.6 The Contract price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract and is the price payable to the Bidder for full and proper performance of its contractual obligations.
- 6.1.7 Effective date of contract shall be the date of receipt of intimation of award by the successful Bidder ("Effective Date").

6.2 Liquidated Damages

- 6.2.1 Time is the essence of the Agreement and the timelines (delivery dates) are binding on the Bidder. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Bidder, in meeting the deliverables, MPSCSC shall be entitled at its option to recover from the Bidder as agreed, liquidated damages, a sum of 0.5% of the total contract value per week for each completed week subject to a maximum of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to MPSCSC under the contract and law.
- 6.2.2 Said liquidated damages shall be applicable individually on all the milestones as outlined in section 6.3.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

6.2.3 Performance Obligations: While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

6.3 Timelines

Following are the timelines for the completion of work/services as per the scope of work provided in the RFP:

| Sl. No | Activity/Milestone | Timelines (in weeks) T= Date of issue of Letter of Award |
|---------------|--|---|
| 1 | Setting up and Commissioning of Command and Control Centre (CCC) | T + 16 |
| 2 | UAT of GPS based Vehicle Tracking System including mobile based app for Transporters | T + 16 |
| 4 | Deployment of Manpower at MPSCSC for running the CCC | T + 20 |
| 5 | Go-Live of operations | T + 20 |

6.4 Termination

6.4.1 Right to terminate

6.4.1.1 MPSCSC or its nominated Bidder has the right to terminate this Agreement upon giving 30 days written notice in that behalf being given by it to Bidder at any time after the happening of any of the following events:

6.4.1.1.1 Any default or breach of any provision hereof and in case Bidder fails or neglects to cure any such default or breach within 15 days of being called upon in writing to do so by MPSCSC or its nominated agency. However, this may be further extended by 7 days on the request of the Bidder.

6.4.1.1.2 Any order has been passed by a competent court for winding up of Bidder.

6.4.1.1.3 Any order has been passed by a Competent Authority attaching

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

the assets or appointing a receiver to the property of Bidder which is used for providing services under this Agreement.

6.4.1.1.4 Bidder ceases or threatens to cease to carry on its business or, without the prior written approval of MPSCSC or its nominated agency disposes off the whole or substantially the whole of its undertaking or (except in the ordinary course of business) of its assets.

6.4.1.1.5 Execution of any decree upon or against any part of the property of Bidder which is used for providing services under this RFP and the same is not discharged within 14 days from the date of such execution.

6.4.1.1.6 Any Change in Control of Bidder, of which MPSCSC or its nominated agency is not informed within 15 days of such change.

6.4.1.1.7 Bidder is not able to notify MPSCSC within 15 days of any request made by Bidder on insolvency and bankruptcy to NCLT (National Company Law Tribunal) or any other concerned agency

6.4.1.2 Any omission or failure to act, by MPSCSC or its nominated agency subsequent to the happening of any of the above events shall not be deemed a waiver or a compromise of the right hereby conferred on MPSCSC or its nominated agency.

6.4.1.3 Prior to issue of the notice, MPSCSC or its nominated agency shall give Bidder a reasonable opportunity of hearing to enable it to make its submissions.

6.4.2 Effect of Termination

6.4.2.1 In the event that MPSCSC or its nominated agency terminates the Contract pursuant to failure on the part of the Bidder to comply with the conditions as contained in this clause, Security Deposit furnished by Bidder may be forfeited.

6.4.2.2 Upon termination of this Agreement, the Parties will comply with the Exit Management clause as specified in this Agreement.

6.4.2.3 In the event that MPSCSC or its nominated agency or the Bidder terminates this Agreement, the payment shall be decided in accordance with the clause 7.1 Payment terms of this RFP document.

6.4.2.4 If the exit management is initiated post go-live, the financial settlement for the Bidder will be calculated on the basis of service provided during the operations and maintenance phase and as per clause 7.1 Payment terms of this RFP document.

6.4.3 Termination of the Contract due to bankruptcy of the Bidder

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

6.4.3.1 MPSCSC may serve written notice on Bidder at any time to terminate this Agreement with immediate effect in the event that the Bidder reporting an apprehension of bankruptcy to the Purchaser or its nominated agencies.

6.4.4 Consequences of Termination

6.4.4.1 On expiry or termination of this Agreement:

6.4.4.1.1 MPSCSC or its nominated agency, pending the appointment of another Bidder, may require Bidder to continue to provide all the services in scope and maintain all the project assets that may be in its custody or control for a period of Three (3) months, while adhering to terms and conditions of the Contract. In case, if MPSCSC or its nominated agency is not able to select replacement Bidder in the first three months from the date of termination of the agreement, in such a scenario the existing Bidder will have to continue supporting MPSCSC or its nominated agency for Six (6) months from the date of termination of the contract. In case of termination due to expiry of the contract term the services shall be offered at mutually agreed price.

6.4.4.2 Furnishing Information

6.4.4.2.1 Bidder shall provide to MPSCSC or its nominated agency, all relevant information and data relating to the services provided by the Bidder in this Contract.

6.4.5 All current and updated Project data and documentation as is reasonably required for purposes of carrying out doorstep delivery of commodities to the beneficiaries to its Replacement Bidder.

6.5 Suspension of Contract

In appropriate case, MPSCSC may at its discretion, instead of terminating contract for breach of any terms and conditions of contract by Bidder, suspend the contract for specified period. In case the contract is so suspended, selected Bidder will be under obligation to reimburse any kind of expenses likely to be incurred by MPSCSC for making alternative arrangement to provide uninterrupted services. If the Bidder fails to reimburse such loss or damages, the same will be recovered from Security Deposit or any other payment to be made to the Bidder either under this Contract or any other contract.

6.6 Applicable law and its jurisdictions

6.6.1 The Bidder involved in any misconduct will be blacklisted after following due procedure besides any other action as warranted under law and terms of the contract along with forfeiture of Security Deposit.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

6.6.2 All disputes related to this tender document and its operation, such as the interpretation of any provision, the legality of any provision, rights and duties of the parties, efforts will be made to settle it first on the basis of mutual discussion, failing to resolve the said dispute, The settlement will be done on the basis of arbitration.

6.6.3 Legal Jurisdiction

This contract has been entered into the State of Madhya Pradesh and its validity, execution, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in Bhopal. No other jurisdiction shall be applicable.

6.6.4 Resolution of Disputes

6.6.4.1 MPSCSC and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

6.6.4.2 Any dispute or difference whatsoever arising between the parties to this Contract out of or relating which cannot be resolved, shall be referred to Principal Secretary, GoMP, Department of Food, Civil Supplies and Consumer Protection who shall be the sole Arbitrator and whose decision on the subject matter shall be final and binding upon the parties. The Arbitration proceedings will be held at Bhopal, Madhya Pradesh, India and the Successful Bidder shall unconditionally abide by this clause.

6.6.5 The Successful Bidder shall have to continue execution of the project with due diligence notwithstanding pendency of a dispute before any authority or forum. The successful tenderer shall execute agreement with the Corporation containing all these conditions and other conditions which the Corporation may like to incorporate with mutual consent of parties.

6.6.6 The Managing Director of the Corporation reserves the right to relax any of the provisions contained herein.

6.7 Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of principal and agent as between 'MPSCSC' and the 'Bidder'. The Bidder, subject to this contract will have complete charge of its personnel, performing the services under this project from time to time. The Bidder shall be fully responsible for the services performed by them or on their behalf hereunder.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

6.8 Standards of Performance

The Bidder shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract as faithful advisor to MPSCSC. The Bidder shall always support and safeguard the legitimate interests of MPSCSC, in any dealings with the third party. The Bidder shall abide by all the provisions/ Acts/ Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in this RFP document, in totality.

6.9 Governing Language for Assignment

The contract shall be written in 'English Language'. English version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

6.10 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the Contract Agreement.

6.11 Forfeiture of Security Deposit

6.11.1 In case of the empaneled Bidders, the Security Deposit submitted by the Bidder shall be forfeited under the following conditions:

6.11.1.1 If the Bidder violates any conditions mentioned in this RFP.

6.11.1.2 If the Bidder indulges any activities prejudicial to the interest of MPSCSC.

6.11.2 The decision of MPSCSC regarding forfeiture of Security Deposit shall be final and in case of dispute this will be governed by the section on Dispute Resolution, Arbitration & Legal Jurisdiction as mentioned in this RFP.

6.12 Probity & Publicity

6.12.1 MPSCSC shall require all the Bidders to:

6.12.1.1 Declare any actual or potential conflict of interest.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

6.12.1.2 Not collude with any other Bidder or any other contractor who is a potential Bidder.

6.12.1.3 Comply with all laws in force in India applicable to the Bidding procedure.

6.12.1.4 Not attempt to influence the outcome of the Bidding procedure by offering any employment, payment or any other incentive to or in any way seek to improperly influence any person employed/ engaged by MPSCSC.

6.12.1.5 Not make any press releases or responses to media enquiries and questions pertaining to Bidding process or the subsequent selection process without MPSCSC 's written approval.

6.12.2 If the Bidders act contrary to these requirements, MPSCSC reserves the right to:

6.12.2.1 Terminate negotiations

6.12.2.2 Terminate consideration of the Bid and

6.12.2.3 Terminate any contract that may have been executed by MPSCSC with such Bidder without any obligation on MPSCSC to make any payments to the Bidder.

6.13 Reservation of Rights

MPSCSC reserves the right to:

6.13.1 Extend the Closing Date for submission of the Bids.

6.13.2 Amend the Bid requirements at any time prior to the closing date, provided that the amendment is notified to prospective Bidders.

6.13.3 Terminate or abandon this procedure before or after the receipt of Bids.

6.13.4 Seek the advice of external consultants to assist MPSCSC in the evaluation or review of Bids.

6.13.5 Make enquiries of any person, company or organization to ascertain information regarding the Bidder and their Bid.

6.14 Extension of Contract

MPSCSC reserves the right to extend the contract with the Terms & Conditions mutually agreed by both the parties. The extension of the contract will be based on the performance of the Bidder during the contract period which will be reviewed by MPSCSC on yearly basis.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

6.15 Waiver

Any waiver by MPSCSC of any breach of the terms or conditions of the contract shall not constitute waiver of any subsequent breach of the same.

6.16 Service Level Agreements

6.16.1 Purpose of Service Level Agreement: The purpose of the Service Level Agreement (SLA) is to clearly define and mutually agree to the minimum levels of the services which shall be provided by the Bidder to the MPSCSC for the duration of the contract.

6.16.2 Service Level Agreement (SLA): Service Level Agreement (SLA) will form part of the contract between the MPSCSC and the Bidder. SLA defines the terms of the responsibility in ensuring the timely delivery and the compliance to the scope of work as detailed in this RFP document. The bidder must comply with the Service Levels requirements.

6.16.3 Services provided by the bidder: The selected bidder shall provide to MPSCSC services as mentioned in Section 3 of the RFP document.

6.16.4 All payments for operations & maintenance to the Bidder are linked to the compliance with the SLA metrics specified in this section

6.16.5 The SLA are proposed to be performance based. For purposes of SLA, the definitions and terms as specified along with the following terms shall have the meanings set forth below:

- a. "Availability" shall mean the time period for which the Bidder's GPS based VTS solution and all its modules / associated applications along with specified services / components with specified technical and service standards are available for users in all in-scope Applications (including downtime due to unavailability of IT Infrastructure). Availability = $\{1 - [(Application\ Downtime) / (Total\ Time - Planned\ Maintenance\ Time)]\} * 100$
- b. "Downtime" shall mean the time period for which the GPS based VTS application services / components with specified technical and service standards are not available to users.
- c. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc. and shall be excluded from the calculation of uptime.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- d. The selected Bidder will be required to schedule ‘planned maintenance time’ with prior approval of MPSCSC. This will be planned outside working time. In exceptional circumstances, MPSCSC may allow Bidder to plan scheduled downtime in the working hours.
- e. “Incident” refers to any event / abnormalities in the functioning of the GPS based VTS application and services that may lead to disruption in normal operations.
- f. “Response Time” shall mean the time taken to respond to the incident and initiation of identifying and resolving the incident.
- g. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level) getting the confirmatory details about the same from the Bidder and conveying the same to the end user), the services related troubles during the first level escalation.
- h. Commencement of SLA for criteria: The SLA shall commence from the date of Go-Live of the new GPS based VTS application.
- i. Commencement of SLA for criteria 3 to 6: The SLA shall commence from T + 5 Months i.e. takeover of the business operations.
- j. The penalty will be deducted from the payment due of the Bidder. The following penalties shall be applicable on not being able to meet the SLA requirements as mentioned below:

6.16.6 SLA Parameters: The following table indicates Service and the SLAs and the respective penalty. In case the performance does not improve (i.e. particular SLA(s) keep failing continuously) then MPSCSCS may also consider taking appropriate corrective actions against the bidder including termination of the contract.

| # | Criteria | Service levels | Applicable Penalty | Measurement |
|---|---|--|--|---|
| 1 | Availability of GPS based VTS application to the end users (after Go-Live) | Uptime ≥ 99% between 8:00 AM to 8:00 PM Uptime ≥ 95% between 8:00 PM to 8:00 AM | No Penalty | From the time of reporting of the downtime to the reported recovery of service(s) |
| | | Uptime < 99% between 8:00 AM to 8:00 PM Uptime < 95% between 8:00 PM to 8:00 AM | 1% of Monthly amount per % fall of compliance level from the | |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| # | Criteria | Service levels | Applicable Penalty | Measurement |
|---|---|--|---|--|
| | | | minimum desired level | |
| 2 | Reliability of GPS based VTS Application i.e. Response/ Acknowledgement time of Problem and Resolution time of Problem | Resolution time: \geq 95% of the total problems resolved Within 6 hours from the time of reporting of the problem | No Penalty | From the time of reporting of the problem(s) to the resolution of reported issue(s). SLA shall be applicable in case the number of incidents reported in a quarter are more than 100 in number. |
| | | Resolution time: Less than 95% of the total problems resolved Within 6 hours from the time of reporting of the problem | 0.5% of Monthly payable amount per % fall of compliance level from the minimum desired level | |
| 3 | Unavailability of manpower: Manpower on leave/absent and no suitable replacement provided | Unavailability manpower up to 3 business days per month | No Penalty | Number of days reported for absence / unavailability (through manual / electronic / biometric) |
| | | Unavailability of manpower up to 7 business days per month | Rs. 1,500 per resource for each business day from 4 th to 7 th day of absence | |
| | | Unavailability of manpower 8 th business day onwards per month | Rs. 3,000 per resource for each business day from 8 th day onwards | |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| # | Criteria | Service levels | Applicable Penalty | Measurement |
|---|---|--|---|---|
| 4 | Violation Reporting of critical alerts by Command and Control Centre Operator: Record each violation reported on movement of vehicle in system and coordinate with concerned stakeholders, track them and report action taken in the system with 12 hrs. | ≥ 95% of the total violation reported within 12 hours from the time of violation captured in GPS based Vehicle Tracking system (VTS) | No penalty | Report from GPS based VTS: No. of critical violation alerts generated; time violation recorded & time action taken report submitted over system |
| | | Less than 95% of the total violation reported within 12 hours from the time of violation captured in GPS based Vehicle Tracking system | Rs. 10,000 per % fall of compliance level from the minimum desired level i.e. 95% | |

Note:

- i. Maximum penalty applicable on SI would be 20% of the Monthly Payable Amount.**
- ii. If the penalty applicable on SI is 20% for 3 consecutive months, then the MPSCSC may decide to terminate the contract and forfeit the Security Deposit submitted by SI.**
- iii. The maximum penalty applicable is limited to 20% of the total contract value over the contract period.**
- iv. Bidder shall ensure that at no given point of time both the command and control center operators are not on leave or absent from site. In such case bidder must provide suitable replacement to MPSCSC. In case no replacement is provided by the Bidder, such unavailability of the operators shall be treated as unavailability of GPS based VTS application and penalty shall be imposed in accordance of unavailability SLA parameter.
- v. A review meeting comprising participants from the MPSCSC, and the bidder to discuss these SLAs shall be planned every quarter and the SLAs may be refined/modified every year if required.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

7.0 Special Terms and Conditions

7.1 Payment Terms

7.1.1. Payment terms and conditions are as below:

| Sr. No | Payment Details | Payment Terms & Frequency |
|---------------|--|---|
| 1 | Charges towards design, development/ customization, hosting and maintenance of GPS based VTS application including all kind of license cost for a period of 3 years from date of go-live. | |
| 1.A | On completion of User Acceptance Testing for GPS based VTS application | 35% of the total amount quoted in Sl. No. 1 of the Financial Bid |
| 1.B | On Go-Live of GPS Based Vehicle Tracking Application | 35%of the total amount quoted in Sl. No. 1 of the Financial Bid. |
| 1.C | During Operations and Maintenance phase | 30% of the charges as quoted in Sl. No. 1 of the Financial Bid to be distributed in 36 equal (Monthly) installments. |
| 2 | Charges towards setting up of Control and Command Centre as per the scope of the work | |
| 2.A | On Go-live of the Control and Command Centre and acceptance by MPSCSC | 70% of the total amount quoted in Sl. No. 2 of the Financial Bid to be paid upfront upon commissioning of CCC. |
| 2.B | During the operations and maintenance phase | 10% of the charges as quoted in Sl. No. 2 of the Financial Bid to be paid at the end of each year for 3 years from the date of Go-Live subjected to proper operations and maintenance of installed devices. |
| 3 | Charges towards deployment of manpower in Command and Control Centre (CCC) for a period of 3 years from date of Go-live | Equal monthly instalments of amount quoted in Sl. No. 3 of the Financial Bid during the AMC period. |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

7.2 Delegation

MPSCSC may delegate any of its duties and responsibilities to other Officers/agencies or experts after notifying the Bidder and may cancel any delegation after notifying the Bidder.

7.3 Decisions and Instructions

Except where otherwise specifically stated, MPSCSC's decision shall be binding on the Bidder. The Bidder shall carry out all instructions pertaining to the contract and comply with the applicable laws.

7.4 Bidder's Risk

All risks of loss or damage to health, property, personal injury or death which may arise during and in consequence of the performance of the contract or any commercial risks other than the excepted risks which are the specified responsibility of the Bidder. The Bidder shall be liable for forfeiture of its security, liquidated damages, termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of conditions defined as expected risks.

7.5 Change Orders

The MPSCSC may at any time, by written order to the Bidder can make changes within the general scope of the Contract.

7.6 Information Security

- 7.6.1 The Bidder / Bidder's Team shall not carry any written/printed document, layout diagrams, CDs, DVDs, hard disk, storage tapes, other storage devices or any other goods /material proprietary to MPSCSC into / out of the MPSCSC's office location without written permission from the MPSCSC.
- 7.6.2 The Bidder / Bidder's Team shall not destroy any unwanted documents, defective tapes/media present at MPSCSC's office location on their own. All such documents, tapes/media shall be handed over to the MPSCSC.
- 7.6.3 All documentation and media shall be properly identified, labelled and numbered by the Bidder. Bidder shall keep track of all such items and provide a summary report of these items to the MPSCSC on a monthly basis.
- 7.6.4 The Bidder / Bidder's Team shall follow MPSCSC's Information Security policy, if any. Access to MPSCSC and MPSCSC's data and systems, Email and

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Internet facility by the Bidder / Bidder's team at MPSCSC's office location shall be in accordance with the security and access policies set by the MPSCSC, if any.

7.6.5 Bidder / Bidder's Team acknowledge that MPSCSC's business data and other MPSCSC proprietary information or materials, whether developed by MPSCSC / MPSCSC or being used by MPSCSC pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to MPSCSC; and Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of MPSCSC depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder / Bidder's team could damage the goodwill of MPSCSC, and that by reason of Bidder / Bidder's duties hereunder. Bidder / Bidder's team may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Bidder shall use such information only for the purpose of performing the said services

7.6.6 Bidder shall, upon termination of this agreement for any reason, or upon demand by MPSCSC, whichever is earliest, return any and all information provided to Bidder by MPSCSC, including any copies or reproductions, both hardcopy and electronic.

7.7 Force Majeure

7.7.1 Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.

7.7.1.1 For purposes of this clause, "Force Majeure" means an event beyond the control of both the parties (Govt. & Bidder) and not involving the both the parties and not involving the fault of both the parties or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on both the parties.

7.7.1.2 If a Force Majeure situation arises, the any of the parties shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by, the bidder shall seek all

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

reasonable alternative means for performance not prevented by the Force Majeure event.

- 7.7.1.3 MPSCSC may also discuss the issue with the Bidder and revise the existing timelines for the Project. If the Bidder does not complete the Project Implementation in accordance with the revised timelines, MPSCSC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.
- 7.7.1.4 If an event of Force Majeure continues for a period of sixty (60) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for services already delivered or performed.
- 7.7.1.5 The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes
- 7.7.1.6 of events and circumstances and their effects:
- i. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing
 - ii. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - An act of Government

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- Any event or circumstance of a nature analogous to any of the foregoing

7.8 Arbitration

7.8.1 Legal Jurisdiction

This contract has been entered into the State of Madhya Pradesh and its validity, execution, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in Bhopal. No other jurisdiction shall be applicable.

7.8.2 Resolution of Disputes

7.8.2.1 MPSCSC and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

7.8.2.2 Any dispute or difference whatsoever arising between the parties to this Contract out of or relating which cannot be resolved, shall be referred to Principal Secretary, GoMP, Department of Food, Civil Supplies and Consumer Protection who shall be the sole Arbitrator and whose decision on the subject matter shall be final and binding upon the parties. The Arbitration proceedings will be held at Bhopal, Madhya Pradesh, India and the Successful Bidder shall unconditionally abide by this clause.

7.8.2.3 The Successful Bidder shall have to continue execution of the project with due diligence notwithstanding pendency of a dispute before any authority or forum

7.9 Indemnification and Limitation of Liability

7.9.1 Indemnification:

7.9.1.1 Subject to Clause 7.9.2 below of RFP document, the Bidder (the "Indemnifying Party") undertakes to indemnify MPSCSC (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, MPSCSC or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Contract.

7.9.1.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

7.9.1.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

7.9.1.3.1 Indemnified Party's misuse or modification of the Service;

7.9.1.3.2 Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

7.9.1.3.3 Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

7.9.1.3.4 Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or

7.9.1.3.5 Information, direction, specification or materials provided by Indemnified Party or any third party contracted to it

7.9.1.4 If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

7.9.1.4.1 procure the right for Indemnified Party to continue using it,

7.9.1.4.2 replace it with a non-infringing equivalent,

7.9.1.4.3 Modify it to make it non-infringing.

7.9.1.4.4 The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

7.9.1.5 The indemnities set out in Clause 7.9.1 of RFP document shall be subject to the following conditions:

7.9.1.6 the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 7.9.1.7 the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- 7.9.1.8 if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- 7.9.1.9 the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- 7.9.1.10 all settlements of claims subject to indemnification under this Clause will be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality Contract prohibiting disclosure of the terms of such settlement;
- 7.9.1.11 the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- 7.9.1.12 the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- 7.9.1.13 in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- 7.9.1.14 if a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages)

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

7.9.2 Limitation of Liability:

- 7.9.2.1 The aggregate liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Contract, including the work, products or Services covered by this Contract, shall be the payment of direct damages only which shall in no event exceed the total value of the contract payable under this Contract. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 7.9 and Clause 7.10 of RFP document.
- 7.9.2.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 7.9 of RFP document) even if it has been advised of their possible existence.
- 7.9.2.3 The allocations of liability in this Section represent the agreed and bargained for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

7.10 Confidentiality

- 7.10.1 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.
- 7.10.2 Any effort by a Bidder to influence MPSCSC 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.
- 7.10.3 No Bidder shall contact MPSCSC 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 MPSCSC 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, Bidders will

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

focus their inquiries and communications, if any, to only the authorized nodal officer of MPSCSC.

- 7.10.4 Canvassing in connection with “Request for Proposal” is strictly prohibited. The submitted Bid of the applicant who resorts to canvassing is liable to be rejected. Bid containing uncalled remarks, or any additional conditions are liable to be rejected.

7.11 Change of Control

- 7.11.1 In the event of a Change of Control of the Bidder during the Term, the Bidder shall promptly notify MPSCSC and/or its nominated agencies of the same with in a period of 15 days.
- 7.11.2 In the event that if the Net Worth of the surviving entity is less than that of Bidder prior to the change of control, the MPSCSC or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Security Deposit furnished by the Bidder from a guarantor acceptable to the MPSCSC or its nominated agencies (which shall not be Bidder or any of its associated entities).
- 7.11.3 If such a guarantee is not furnished within 30 days of the MPSCSC or its nominated agencies requiring the replacement, the MPSCSC may exercise its right to terminate this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- 7.11.4 Pursuant to termination, the effects and consequences of termination as set out in Clause 7.4.2 and 7.4.3 of this Agreement shall follow.
- 7.11.5 For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Bidder shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

7.12 Exit Management

7.12.1 Exit Management Plan

- 7.12.1.1 The bidder shall submit a structured and detailed Exit Management plan including knowledge transfer plan along with the technical proposal. The bidder needs to update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. This plan needs to be discussed and approved by the MPSCSC or its nominated agency.
- 7.12.1.2 MPSCSC may blacklist the company as deemed fit for not complying with the Exit Management plan.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 7.12.1.3 The Exit Management plan shall deal with at least the following aspects of exit management in relation to the Project Implementation and Scope of work definition:
- 7.12.1.3.1 A detailed program of the transfer process that could be used in conjunction with a Replacement SI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - 7.12.1.3.2 Plans for the communication with such of the staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
 - 7.12.1.3.3 Plans for provision of contingent support to the Project and Replacement delivery agency for a reasonable period (minimum one month) after transfer.
 - 7.12.1.3.4 Plans for training of the Replacement SI Agency/ MPSCSC staff to run the operations of the Project. This training plan along with the training delivery schedule should be approved by MPSCSC or its nominated agency. The delivery of training along with handholding support on the same would be the responsibility of bidder.
- 7.12.1.4 At the end of the contract period or during the contract period, if any other SI agency is identified or selected for providing services related to the bidder scope of work, the bidder shall ensure that handover is carried out as per the Terms and Conditions defined in the exit management plan approved by MPSCSC or its nominated agency.
- 7.12.1.5 All risk during transition stage shall be properly documented by the bidder and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption. The bidder must ensure that no end of support products (software/ hardware) exist at time of transition.
- 7.12.1.6 The transition and exit management period will start Three (3) months before the expiration of the contract. The bidder will provide shadow support for at least One and half (1.5) months and secondary support for an additional One and half (1.5) before the end of the operation period or termination of the contract, as applicable at no additional cost to MPSCSC.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- 7.12.1.7 In case of termination, the exit management period will start from effective date of termination or such other date as may be decided by MPSCSC or its nominated agency and communicated to the bidder.
- 7.12.1.8 Bidder must ensure closing off all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to MPSCSC or its nominated agency.
- 7.12.1.9 The bidder shall provide necessary knowledge transfer and transition support. The deliverables are indicated below:
- 7.12.1.10 Updated transition plan on periodic basis
- 7.12.1.11 Complete/ Update all the documentations including technical for the entire system handed over to the MPSCSC or its nominated agency/ replacement bidder/ identified agency.
- 7.12.1.12 Handover of all AMC support related documents, credentials etc. for all OEM products supplied/ maintained in the system. Handover MoUs signed (except the commercial part) for taking services taken from third parties.
- 7.12.1.13 Handover of the list of complete inventories of all assets exclusively created for this Project.
- 7.12.1.14 Detailed walk-throughs and demos for the solutions deployed for the project.
- 7.12.1.15 Hand-over of the entire hardware and software solution including source code (of customized part of app and CCC application exclusively developed for MPSCSC), program files, configuration files, setup files, Project documentation, user IDs, passwords, security policies, scripts etc., the transaction Portal and Mobile application developed for MPSCSC.
- 7.12.1.16 Hand-over of the user IDs, passwords, security policies, scripts etc. to replacement delivery agency.
- 7.12.1.17 Knowledge transfer of the system to the incoming delivery agency as per the Terms and Conditions defined in the Exit Management plan approved by MPSCSC or its nominated agency.
- 7.12.1.18 The bidder shall be released from the Project once successful transition is completed by meeting the parameters defined for successful transition.
- 7.12.1.19 The bidder shall ensure that the project data, assets, images in the cloud must be preserved for a period of Three (3) months from the end

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

of contract. This shall not be deleted/ destroyed without the prior consent of MPSCSC or its nominated agency.

7.12.1.20 During the exit management period, the bidder shall use its best efforts to deliver the services.

7.12.1.21 Payments during the Exit Management period shall be made in accordance with the Terms of Payment Plan.

7.12.1.22 Training, handholding and knowledge transfer

7.12.1.23 The bidder shall hold technical knowledge transfer sessions with designated technical team of MPSCSC and/or any designated delivery agency in the last six (6) months of the Project duration.

7.12.1.24 The bidder shall hold operational hand-holding sessions on the complete infrastructure with the designated officers/ staff members, so that MPSCSC can continue with the scheme even after bidder exits the Project.

7.13 Obligations of the Bidder

7.13.1 The Bidders shall have necessary software license, required hardware infrastructure for managing the GPS based VTS application and setting up of command and control center.

7.13.2 Bidder shall ensure necessary computerized Infrastructure is in place as per the requirement.

7.13.3 The Selected Bidder shall be responsible for the confidentiality of data generated during the operation

7.13.4 The bidder shall deploy adequate manpower for managing the operations of command and control center.

7.13.5 The Selected Bidder shall carry out all services assigned or entrusted to him during the course of business by Managing Director, MPSCSC or an officer acting on their behalf and shall abide by all instructions issued to him from time to time by the said officer(s). He shall render the services to the satisfaction of the Managing Director, MPSCSC or an officer acting on their behalf together with such ancillary and incidental duties , services and operations as may be indicated by the said officer(s) and which are not inconsistent with the terms and conditions of the agreement. The Bidder shall always be bound to act with reasonable diligence and in a business-like manner.

7.13.6 The Bidder shall, at the time of submission of RFP document should submit an affidavit wherein it will be categorically stated that he has not been convicted in

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

any criminal case and also no case under the Essential Commodities Act is pending against him.

- 7.13.7 MPSCSC shall review the arrangement based upon the performance of the Bidder in all respects from time to time.
- 7.13.8 The Selected Bidder shall not assign the work to any blacklisted/debarred entity directly or indirectly in any other manner in execution of the contract and in case of violation, the contract is liable to be terminated along with forfeiture of /Security Deposit.
- 7.13.9 The agreed rate(s) by the Selected Bidder shall be valid during the period of the contract and during the extended period, if any, of the contract.
- 7.13.10 The Selected Bidder shall submit monthly invoices to MPSCSC. The payment will be made to the Bidder on monthly basis after completion of previous month's assigned work.
- 7.13.11 MPSCSC shall have the right to terminate the agreement and forfeit the Security Deposit besides black-listing the Bidder for a period of 2 (twoYears) for applying in any tender called by MPSCSC, after giving a notice, if the above work pending persists or any other violation of the terms of contract and get the work done from other sources.
- 7.13.12 The Selected Bidder shall not sublet, transfer or assign the contract or any part thereof in any manner to anyone. In the event of the Bidder contravening this condition, MPSCSC shall be entitled to, entrust the work to anyone else at the risk & cost of the Bidder and to forfeit his Security Deposit.
- 7.13.13 All successful bidders must comply with all applicable laws, rules and regulations passed by Central/State governments and local bodies.
- 7.13.14 All successful bidders must take applicable licenses/permits/NOCs and consent from all concerned MPSCSCs and agencies.

**SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND
MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM**

Annexure-I: Financial Capability Statement

*[To be submitted separately on Chartered Accountant's letterhead for the bidder firm with
Unique Document Identifier Number]*

TO WHOM IT MAY CONCERN

I hereby declare that I have scrutinized and audited the financial statements of M/s_____. Turnover* of the bidder (name of the Bidder) as on 31stMarch 2021 as per audited statement is as follows. Below mentioned turnover is from IT/ ITeS and other IT related services (excluding sale of hardware).

| Financial year | Turnover (INR Crore) | Net Worth (INR Crore) |
|----------------|----------------------|-----------------------|
| 2017-18 | | |
| 2018-19 | | |
| 2019-20 | | |
| 2020-21 | | |

*To be provided from latest available Audited statement

The organization has a **positive net worth** as on the 31st March 2021.

For

M/s.

Chartered Accountants

Signature

Name of Chartered Accountant

Membership No.

Seal/ Stamp

Date

Place

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND
MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

**Annexure-II: Format for self-declaration on Debarment/ Clean Track
Record**

Self-Certificate

[To be submitted on Bidders Company Letterhead]

**To
The Managing Director
MPSCSC
Paryawas Bhawan, Bhopal**

Sub: Undertaking of Debarment/ Clean Track Record

Dear Sir,

With reference to the above subject, we hereby wish to inform that, _____ <<Name of the Firm>>_____ hasn't been debarred by any Central / State Government MPSCSC / Institution as on the date of submission of the Bid and there has been no litigation with any MPSCSC / PSU / Corporation in Central / any State Government in India which may have any impact on our ability to deliver the project (if awarded) or under a declaration of ineligibility for corrupt or fraudulent practices as on date_____.

We hope that this undertaking provided hereinabove shall suffice the purpose. In case you need and further clarification, we would be glad to provide the same.

Yours faithfully,

Place

Signature of the authorized signatory

Date

Name

Designation

Address

Phone

Email

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure-III: Pre-Qualification Criteria

Bidders should include this compliance checklist duly completed with their Pre-Qualification Proposal:

| # | Basic Requirement | Specific Requirements | Documents Required |
|---|--|--|---|
| 1 | Legal Entity | Should be Company registered under Companies Act, 1956/2013 Or a partnership firm registered under LLP Act, 2008 Should have been operating in the area of software development, implementation, IT consulting for last Three (3) years before date of submission of bid. | <ul style="list-style-type: none"> • Certificates of Incorporation/ Registration as applicable |
| 2 | Annual Turnover from IT/ ITES Operations | The Bidder should have average annual turnover of INR 05 Crores from IT/ ITeS and other IT related services (excluding sale of hardware) in any 3(three) financial years from last 4(four) years (i.e. 2017-2018, 2018-2019, 2019-2020, and 2020-21). | Financial Capability Statement in prescribed format (Annexure – I) |
| 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 | Net Worth | The bidder should have positive net-worth at the time of bidding. | Financial Capability Statement in prescribed format (Annexure – I) |
| 5 | Technical Capability | Bidder must have experience of at least 3 projects of similar nature involving design and development of GPS based VTS and setting up of command-and-control system in India as mentioned below: 1) one completed and two ongoing software project | Annexure – XIII along with Completion certificates from the client; OR Work order + Self certificate of completion |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| # | Basic Requirement | Specific Requirements | Documents Required |
|----|--|---|---|
| | | <p align="center">or,</p> <p>2) two completed and one ongoing software project</p> <p align="center">or</p> <p>3) three completed software projects</p> | (Certified by the Authorised Signatory/ Chartered Accountant); |
| 6 | 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> |
| 7 | Blacklisting | The bidder should not be blacklisted by any Government entity in India as on date of bidding. | Undertaking of the authorized signatory (Annexure -II) |
| 8 | Pre-contract Integrity Pact | Integrity pact in the prescribed format | Integrity pact in the format prescribed (Annexure - X) |
| 9 | EMD | Proof of payment to be submitted | Transaction UTR No. RTGS/NEFT with scan copy |
| 10 | Tender Fee | Proof of payment to be submitted | Transaction UTR No. RTGS/NEFT with scan copy |
| 11 | Technical Bid Submission | Technical Bid Submission | Technical Bid Submission As per Annexure-VII |

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

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure-IV: Pre-Qualification Checklist

Bidder shall submit Pre-Qualification checklist

| # | Basic Requirement | Specific Requirements | Documents Required | Submitted (Yes / No) Page No. |
|---|--|--|---|----------------------------------|
| 1 | Legal Entity | Should be Company registered under Companies Act, 1956/2013 Or a partnership firm registered under LLP Act, 2008 Should have been operating in the area of software development, implementation, IT consulting for last Three (3) years before date of submission of bid. | <ul style="list-style-type: none"> • Certificates of Incorporation/ Registration as applicable | |
| 2 | Annual Turnover from IT/ ITES Operations | The Bidder should have average annual turnover of INR 05 Crores from IT/ ITES and other IT related services (excluding sale of hardware) in any 3(three) financial years from last 4(four) years (i.e. 2017-2018, 2018-2019, 2019-2020, and 2020-21). | Financial Capability Statement in prescribed format (Annexure – I) | |
| 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 | Net Worth | The bidder should have positive net-worth at the time of bidding. | Financial Capability Statement in prescribed format (Annexure – I) | |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| # | Basic Requirement | Specific Requirements | Documents Required | Submitted (Yes / No) Page No. |
|----|--|--|--|----------------------------------|
| 5 | Technical Capability | <p>Bidder must have experience of at least 3 projects of similar nature involving design and development of GPS based VTS and setting up of command-and-control system in India as mentioned below:</p> <p>1) one completed and two ongoing software project or, 2) two completed and one ongoing software project or 3) three completed software projects</p> | <p>Annexure – XIII along with Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the Authorised Signatory/ Chartered Accountant);</p> | |
| 6 | PAN, IT Registration and GST Certificate | The bidder shall have PAN, valid income tax registration certificate and valid GST registration certificate. | <p>iii. Copy of PAN/ Income Tax Registration certificate iv. Copy of GST registration certificate.</p> | |
| 7 | Blacklisting | The bidder should not be blacklisted by any Government entity in India as on date of bidding. | Undertaking of the authorized signatory (Annexure –II) | |
| 8 | Pre-contract Integrity Pact | Integrity pact in the prescribed format | Integrity pact in the format prescribed (Annexure – X) | |
| 9 | EMD | Proof of payment to be submitted | Transaction UTR No. RTGS/NEFT with scan copy | |
| 10 | Tender Fee | Proof of payment to be | Transaction UTR No. RTGS/NEFT | |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| # | Basic Requirement | Specific Requirements | Documents Required | Submitted (Yes / No) Page No. |
|----|--------------------------|--------------------------|--|----------------------------------|
| | | submitted | with scan copy | |
| 11 | Technical Bid Submission | Technical Bid Submission | Technical Bid Submission As per Annexure-VII | |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure-V: Technical Bid Evaluation Criteria

The technical proposal submitted by the Bidder shall be evaluated as per the technical evaluation parameters listed below. The bidder shall be required to make a technical presentation of the proposed solution, project implementation plan and project maintenance plan in front of the MPSCSC officials. The date and time of the presentation will be communicated to the Bidders by MPSCSC at a later date.

Following table outlines the Technical Evaluation Parameters and Scoring Methodology based on which evaluation of technical proposals of the bidders shall be carried out by MPSCSC:

| SN | Criterion | Max. Marks | Supporting Document |
|----|---|------------|--|
| 1 | <p>Relevant experience of design, development and Implementation of GPS based Vehicle Tracking System in India.</p> <p>a. Experience of executing 1 Project – 5 Marks</p> <p>b. Experience of executing 2 Projects – 10 Marks</p> <p>c. Experience of executing 3 Projects – 15 Marks</p> | 15 | <p>Completion certificates from the client;</p> <p>OR</p> <p>Work order + Self certificate of completion (Certified by the Authorised Signatory/ Chartered Accountant);</p> <p>OR</p> <p>Work order + Phase completion certificate from the client</p> <p>Along with Annexure XIII</p> |
| 2 | <p>Relevant experience of setting up of Command-and-Control Centre for monitoring and tracking of vehicles using GPS based VTS platform in India.</p> <p>a. Experience of executing 1 Project – 5 Marks</p> <p>b. Experience of executing 2 Projects – 10 Marks</p> <p>c. Experience of executing 3 or more Projects – 15 Marks</p> | 15 | <p>Completion certificates from the client;</p> <p>OR</p> <p>Work order + Self certificate of completion (Certified by the Authorised Signatory/ Chartered Accountant);</p> <p>OR</p> <p>Work order + Phase completion certificate from the client</p> |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| SN | Criterion | Max. Marks | Supporting Document |
|----|--|------------|--|
| | | | Along with Annexure XIII |
| 3. | <p>Relevant experience of application hosting and maintenance on cloud platform or on physical data centre.</p> <p>Note: project should have gone live and should be in O&M phase.</p> <p>a. Experience of executing 1 Project – 3 Marks</p> <p>b. Experience of executing 2 Projects – 6 Marks</p> <p>c. Experience of executing 3 or more Projects – 10 Marks</p> | 10 | <p>Completion certificates from the client;</p> <p>OR</p> <p>Work order + Self certificate of completion (Certified by the Authorised Signatory/ Chartered Accountant);</p> <p>OR</p> <p>Work order + Phase completion certificate from the client</p> <p>Along with Annexure XIII</p> |
| 4. | <p>Past experience in integrating GPS devices (Heterogenous GPS) from Multiple OEMs</p> <ul style="list-style-type: none"> • 00 to 05 OEMs- 4 Mark • 05 to 10 OEMs - 8 Marks • 10 to 15 OEMs – 12 Marks • More than 15 OEMs - 15 Marks | 15 | Self-Certificate with names of Heterogenous GPS integrated |
| 5. | <p>Proposed Solution: Bidders must demonstrate their understanding of the MPSCSC's requirements by providing:</p> <p>a. Bidders understanding of GPS Based VTS platform as per the scope of work mentioned in this RFP – 10 marks</p> <p>b. Solution proposed and its components – 10 marks</p> <p>c. Understanding of Command-and-Control Centre Operations: 10 marks</p> | 20 | <i>Please note the bidder shall be required to make technical presentation separately.</i> |
| 6. | <p>Financial Capability:</p> <p>Average turnover of the firm from IT/ ITeS and</p> | 10 | Financial Capability Statement in prescribed |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| SN | Criterion | Max. Marks | Supporting Document |
|--------------|--|------------|--|
| | <p>other IT related services (excluding sale of hardware) in any 3(three) financial years from last 4(four) years (i.e. 2017-2018, 2018-2019, 2019-2020, and 2020-21).</p> <p>a. $05 \leq$ Average Turnover < 10 crore: 5 marks b. $10 \leq$ Average Turnover < 15 crore: 7 marks c. Average Turnover ≥ 15 crore: 10 marks</p> | | format (Annexure – I) |
| 7. | <p>Key Manpower & Deployment Plan:</p> <p>a. Project team structure and Deployment plan b. Profiles of each of the proposed resource for the assignment</p> <p>i. Experience in relevant assignments ii. Years of experience iii. Technology specific number of certifications.</p> <p>Note: Please refer next table in this annexure for proposed team evaluation criteria</p> | 10 | Summary of key profiles (Annexure-XVII) and CVs of the team members (Annexure-XVIII) |
| 8. | <p>Bidder Certification –</p> <p>CMMi Level 3 (2 marks)</p> <p>or</p> <p>CMMi Level 5 (3 marks)</p> <p>and</p> <p>ISO 9001 and ISO 27001 (2 marks)</p> | 5 | Copy of valid Certificate |
| Total | | 100 | |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure-VI: Particulars of the Bidder

| S. No. | Heads | Particulars |
|--------|---|-------------|
| 1. | Registered Name of the Firm | |
| 2. | Type of Firm <i>(Proprietary/ Partnerships/ Private/Public)</i> <i>Please enclose self-certified copy of certificate of incorporation</i> | |
| 3. | Complete Address of Registered Office | |
| 4. | Date and Country of Incorporation | |
| 5. | Number of years of operations in India | |
| 6. | Number and locations of offices in India | |
| 7. | Contact person details (Name, Designation, Mobile Number, Email) | |
| 8. | Telephone Number (with ISD & STD Code) | |
| 9. | Fax Number (with ISD & STD Code) | |
| 10. | Brief description of the Firm including details of its main lines of business along with the brief profile of the organization | |
| 11. | Annual turnover from System Integration/ ICT Systems Development and Implementation Work <i>(Enclose Certificates duly signed by Chartered Accountant along with seal which should also clearly show the CA's membership number]</i> | |
| 12. | CMMi assessment level and date of assessment | |
| 13. | Validity period of the CMMi assessment | |
| 14. | Please attach copy of PAN Card/ GST Registration | |
| 15. | Any other relevant information | |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure-VII: Technical Bid Submission

*Technical Bid Submission Certificate
[To be submitted on Bidders Letterhead]*

To
The Managing Director
MPSCSC
Paryawas Bhawan, Bhopal

Dear Sir,

We are pleased to submit our Technical bid for proposal for 'Selection of system integrator for design, development, implementation, and maintenance of GPS based integrated supply chain management system for MPSCSC'.

I declare that, I am authorized person to submit the technical bid.

I hereby declare that our Technical bid is complete in all respects and certify:

1. That all documents and Information's furnished are correct in all respects to the best of my knowledge and belief.
2. That I have not suppressed or omitted any information as desired in R.F.P. document "If found faulty/ improper, the MPSCSC can act against the bidder by disqualifying/ debarring in the bid".

Place

Signature of the authorized signatory

Date

Name

Designation

Address

Phone

Email

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure-VIII: Financial BidSubmission

[To be submitted on Bidders Letterhead]

To

The Managing Director

MPSCSC

Paryawas Bhawan, Bhopal

Sub: *Submission of Financial Bid for Selection of system integrator for design, development, implementation, and maintenance of GPS based integrated supply chain management system*

(RFP Ref No.: _____ Dated: _____)

Dear Sir,

We are pleased to submit our Financial Proposal for Selection of system integrator for design, development, implementation, and maintenance of GPS based integrated supply chain management system

We hereby declare that our Financial Proposal is unconditional in all respects.

Our Financial Proposal is as follows:

| S. No. | Particulars | Total Price in INR (in Figure) | Total Price in INR (in words) |
|--------|---|--------------------------------|-------------------------------|
| 1. | Charges towards design, development/ customization, hosting and maintenance of GPS based VTS application including all kind of license cost for a period of 3 years from date of go-live. | | |
| 2. | Charges towards setting up of Control and Command Centre as per the scope of the work | | |
| 3. | Charges towards deployment of manpower in Command and Control Centre (CCC) for a period of 3 years from date of Go-live | | |
| 4. | Total Cost | | |

The price quoted above is inclusive of GST and all other applicable taxes and charges.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

I/We hereby agree to abide by all the terms and conditions laid down in the tender documents.

Place

Signature of Authorized Signatory

Date

Name

Designation

Address

Phone

Email

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure-X: Integrity Pact

General

This pre-contract agreement (hereinafter called the “Integrity Pact” or “Pact”) is made on <<day>> of <<month, year>>, between, on one hand, the Madhya Pradesh State Civil Supply Corporation acting through Shri <<Name of the Official>>, Managing Director, MPSCSC (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part.

AND

M/s <<Bidder’s legal entity >> represented by <<name and designation>> (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to select the System Integrator for for design, development, implementation, and maintenance of GPS based integrated supply chain management system and

the BIDDER is willing to offer the services and WHEREAS the BIDDER is a proprietorship/ private company/public company/Government undertaking/partnership/registered, constituted in accordance with the relevant law in the matter and the BUYER is Madhya Pradesh State Civil Supplies Corporation Ltd. (MPSCSC), Government of Madhya Pradesh.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

3.3 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.4 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers/staff/employee of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

For the purposes of clauses 3.11 & 3.12, the definition is as follows: i) "employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

acting on behalf of such bidder who are involved in the bid process / Project Insight. ii) “officers/employee of the BUYER”, means only those persons who are involved in the bid process / Project Insight. iii) “financial interest/ stake in the BIDDER’s firm” excludes investment in securities of listed companies”.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 The Bidder’s EMD of INR_____ deposited along with the bid shall remain valid till the submission of performance guarantee by the BIDDER.

5.2 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.3 Within 15 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the security deposit equal to @ 5% of the total Contract value of the project drawn from a Nationalized / Scheduled Bank in accordance with the Clause 5.4 (Award of Contract) of RFP document, in the proforma prescribed at Annexure IX of the RFP.

5.4 Performance Security should remain valid for a period of 180 days beyond all the contractual obligations/ completion of contract period/ tenure of the appointment.

5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be require to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee/DD and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the MPSCSCfor a minimum period of two years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that under similar buying conditions, Bidder has not supplied/is not supplying similar product/systems/ services or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India/Department of GNCTD or PSU and if it is found at any stage that similar product/systems/services or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India//Department of GNCTD or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 Shri _____ has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in the Madhya Pradesh State Civil Supplies Corporation Ltd. His contact details are as under:

Name: Sh. <<Name>>

Address: <<Address>>

Phone: <<Phone Number>>

Email: <<E-Mail ID>>

8.2 The task of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/CMD MPSCSC within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is Bhopal.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to a period of Three (3) years from the date of Award of Contract and any extended period notified by BUYER.

12.2 The complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later, in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

BUYER

BIDDER

Witness

Witness

1. _____

1. _____

Annexure XI: 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 favour of

Madhya Pradesh State Civil Supplies Corporation. (hereinafter referred to as “MPSCSC”, 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 MPSCSC and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office _____, Selected Bidder, for Implementation of design, development, implementation, and maintenance of GPS based integrated supply chain management system (hereinafter referred to as “The Project”).
- B. As per terms of RFP, the Selected Bidder is required to furnish to MPSCSC, 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 Implementation and Maintenance of the ICT Based Logistic System for MPSCSC as per section 3.0 - 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 Security Deposit in case of a decision by MPSCSC 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.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

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 MPSCSC sums not exceeding in aggregate INR _____, within five (5) calendar days of receipt of a written demand therefor from MPSCSC 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 MPSCSC 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, MPSCSC 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 MPSCSC or any indulgence shown by MPSCSC 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 MPSCSC or any indulgence shown by MPSCSC, 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 MPSCSC 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. _____ its _____ and authorized official.

**SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND
MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM**

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure XII: Functional Requirement Specification

1. FRS for Delivery Application

| S.No. | Component | Description |
|--|-------------------|--|
| 1. | Masters | System should have an interface to add / edit / delete vehicle master details. Admin should be able to give access rights of this web form for adding the vehicle details to any user. |
| 2. | Masters | System should have an interface to add / edit / delete driver master details. Admin should be able to give access rights of this web form for adding the driver details to any user. |
| 3. | Masters | System should have an interface to add / edit / delete transporter master details. Admin should be able to give access rights of this web form for adding the transporter details to any user. |
| 4. | Masters | System should have an interface to add / edit / delete lifting location master details i.e. Godowns/Warehouses etc. |
| 5. | Configuration | User accounts should be created for MPSCSC concerned officers / administrator, transport contractors, District officer (MPSCSC), Godown Managers, Lifting Inspectors, concerned GM(s), MD office and any other user as may be required in the project. |
| 6. | Configuration | System should allow MPSCSC / administrator to configure various performance monitoring criteria for fleets in service. |
| 7. | Configuration | System should display only those vehicles which are serving MPSCSC at that point of time. Vehicles which are not in service or serving some other agency shall not be visible in the monitoring interface. |
| 8. | Configuration | System should show exceptions or violators in different colour code along with their score/violation ratings so that high frequency violators could be monitored more effectively. |
| 9. | Configuration | Administrator should be to configure escalation matrix. |
| 10. | User Management | System should have provision to manage (add / edit /delete) roles-wise user types. |
| 11. | User Management | System should have facility to configure user role based access rights to data / modules. |
| 12. | User Management | System should have feature to allow the MPSCSC / administrator to view and manage (add / edit / delete) its users. |
| Public Distribution System (Dispatch centre to FPS) | | |
| 13. | Delivery Challan | System shall have the feature to create delivery challan to delivery commodity at FPS based on the payment made by the FPS |
| 14. | Dispatch schedule | System should allow DSD contractor to upload or enter date-wise vehicle information which will be supplied to MPSCSC for delivery operations. |
| 15. | Dispatch schedule | System allows dynamic fleet configuration with suggestions on load and route planning. |
| 16. | Truck allotment | System should allow allotment of truck to a driver |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| | | |
|--------------------------------|-----------------------|--|
| 17. | Fleet optimization | System should be able to recommend truck capacity basis of the orders received for last mile delivery and suggest optimal route within a district to ensure overall cost optimization. |
| 18. | Dispatch | Authorized godown officer should be able to share gate pass and delivery challan with the truck driver and contractor through the mobile app. Mobile app should allow the user to indicate the truck readiness for departure. System should be able to capture the actual truck departure basis of the truck drivers mobile app. |
| 19. | Dispatch | System should have provision to track the dispatch of truck for delivery to FPS. |
| 20. | Delivery confirmation | System should have facility to generate and send OTP to FPS owner members which driver/ person needs to enter in the system to confirm successful delivery of commodity at the prescribed location. |
| 21. | Delivery confirmation | System through its mobile app should have option to take and add photos, time stamps, geo-location as proof (e-POD) of delivery. Geo-location should be captured directly from the system specifications and should not be tamper able. |
| 22. | Delivery confirmation | System should be able to identify and check that the driver is at the correct location of FPS when the e-POD is captured. System should raise alert to MPSCSC if the truck is not at the correct location during delivery confirmation. |
| 23. | Delivery confirmation | Mobile application should have features like sign on glass, capture feedback/ rating etc. regarding delivery of commodity. |
| In- Transit Requirement | | |
| 24. | Route planning | All the possible routes should be geo tagged and system should be able to present optimal route requirements. |
| 25. | Route Optimization | System should have facility to capture the run time of vehicle i.e. start time of trip to end time of trip basis of specific event start / stop triggers and provide recommendations prior and during transit. |
| 26. | Route Optimization | System should have facility to optimize the usage of vehicles so that lifting, and delivery of commodity could be completed with minimum number of trips. |
| 27. | Route Optimization | System should have feature where user can view live traffic conditions. |
| 28. | Route Optimization | System should show timelines of the trip that should include start time, service time, end time or expected time of arrival of the vehicle. |
| 29. | Route Optimization | System should have feature to show route details of each vehicle. |
| 30. | Route Optimization | System should have feature to show geocode accuracy of each vehicle. |
| 31. | Route Optimization | System should have interactive route map view to locate the vehicles on map. |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| | | |
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| 32. | Tracking | System should have facility of monitoring the fleet movement live on a map (district wise, contractor wise, target godown wise, taluka wise, truck number wise, GPS / Mobile login-wise) |
| 33. | Tracking | System should have facility of search and locate fleet movement live on a map |
| 34. | Tracking | System has feature to track and to record movement of vehicles on real-time basis using GPS/ Mobile app as desired by the MPSCSC |
| 35. | Tracking | Facility for playing back the recorded details of the vehicle movement along the authorized route |
| 36. | Tracking | Users should be able to track drivers over app or web link. System should only presently select drivers on duty for the time period. |
| 37. | Tracking | Truck drivers should have a view on the delivery activities assigned to them. |
| 38. | Alerts and notification | System should raise alerts for unusual/suspicious activities by recognizing activity patterns. System should have machine learning feature to identify red zones and issue alerts to authorized stakeholders in the event of undue stoppages at red zones or route deviations. |
| 39. | Alerts and notification | System can generate alerts or notification (sms, email and app notifications) based on the process, service level, penalty, delay, arrival requirements. User should be able to change the frequency of alerts and notifications. |
| 40. | Alerts and notification | System should have provision to send alert whenever vehicle stops at a non-designated place for more than specified time duration or in the event of a prolonged stoppage. |
| 41. | Alerts and notification | System should have provision to send alert whenever vehicle deviate from predefine routes. |
| 42. | Alerts and notification | System should have provision to send alert when there is a delay at the arrival beyond the permissible limit. |
| 43. | Alerts and notification | System should have provision to send alert whenever GPS turns off / mobile is switched off during transit. For mobile apps, it should be able to capture the battery status and last location. |
| 44. | Alerts and notification | System should have feature to send SMS to stakeholders whenever vehicles leave for delivery to Stakeholders. |
| 45. | Alerts and notification | System should have feature If the delivery is marked at a location different than pre-specified location, instant SMS/App notification to be send to civilians. |
| 46. | Alerts and notification | System should generate alerts if any unidentified vehicle/ vehicle not notified by transport reaches godown/ warehouse for delivery or lifting of commodity. |
| 47. | Communication | System should allow MPSCSC to track and communicate with vehicle in real time. |
| 48. | Communication | System should have feature of sending updates at various step of process through SMS. |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

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| 49. | Reports | System should provide dashboard and alerts which helps to monitor live performance and operation. |
| 50. | Reports | System should be able to generate hourly/ daily reports of deliveries, breaches, alerts and on other critical KPIs. |
| 51. | Reports | System should have ability to calculate performance score of individual vehicle / driver which should cumulatively form score of each transport contractor. |
| 52. | Reports | System should have incentive structure based on score generated for each transport based on their performance including compliance, route adherence etc. |
| 53. | Report | System should be able to generate monthly reports on contractor performance including the deployment of their own / leased trucks compared to hired trucks |
| 54. | Report | System should have option to export reports in spreadsheet, pdf, word document format as per user requirements and email the same at specified time intervals. |
| 55. | Report | System should have option to exchange data with external systems using APIs, web services or file transfer using ftp/sftp. |
| 56. | Reports | System should generate godown wise, building wise, scheme wise, commodity wise stock report of godown View the incoming and outgoing stock details basis of the inputs received from transport dispatch and delivery confirmation information. Day end stock closing and opening calculations is also to be calculated and presented by the system at godown, district and state level. |
| 57. | SLA | System should allow MPSCSC to configure SLA conditions in the system. |
| 58. | SLA | System should automatically calculate the applicable penalty on transport contractors based on the SLA conditions. |
| 59. | Mobile App | System should have mobile apps for transport. |
| 60. | Mobile App | transport should be able to view daily lifting targets along with other important information like SLA compliances and non-compliance, performance score, escalations, alerts, confirmations etc. |
| 61. | Mobile App | Fleet information submitted by transport should be displayed to lifting inspectors / godown managers in his mobile app. |
| 62. | Mobile App | Lifting inspectors should be able to fill details of lifted commodity using already populated list of vehicles in the mobile app. |
| 63. | Integration | Mobile app should be integrated with thermal printers or any other type of printers for taking print of TP. |
| 64. | Integration | System should be integrable with GPS devices and mobile device-based GPS tracking systems. |
| 65. | Integration | System should have open standards to integrate with GPS devices of different makes and models. |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| | | |
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| 66. | Integration | System should be integrated with existing application as desired by the MPSCSC and any other application as the need may arise during implementation. |
| 67. | Dashboard | System should implement a dashboard for various key stakeholders like Transport contractor, Godown Managers, District Supply Manager, Managers (HO), GMs and any other stakeholder as the need may arise during implementation of the project. |
| 68. | Dashboard | Dashboard shall clearly display important information/notifications, KPIs, escalations, alerts, non-compliance information/violations, performance scores etc. |
| 69. | Payment | System should have feature to present trip performance report at the end of each trip to the District and godown manager including SLA breaches and applicable penalty. It should be able to present cases which qualify for advance payment subject to fulfilment of all contractor SLA and KPI. |

**SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND
MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM**

**Annexure XIII: Format for providing details of past projects of the
bidder**

| # | Items | Guidelines |
|----|---------------------------|--|
| 1. | Name of the project | <Project Name> |
| 2. | Client Details | <Client Name & Complete Address> <Contact Person's Name> <Contact Number> <Email ID> |
| 3. | Scope of the project | <Provide short narrative description and details of the overall project scope> |
| 4. | Scope of the work done | <Provide details of scope of work under contract>; <highlight key result areas expected and achieved> |
| 5. | Duration of the project | <No. of Years/ Months> <From: mmm/ yyyy><To: mmm/ yyyy> |
| 6. | Relevant work area/domain | <Specify the relevance of area of work/ domain relevant to the requirements of this RFP> |
| 7. | Location of the project | <Specify the location of the project implementation> |
| 8. | No. of locations | <Specify the no. of locations for implementation> |
| 9. | Contract Value | |

Certification: I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe the Projects implemented by our Company.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

(Name and address of the bidder)

(Company Seal)

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure XIV: Video Wall Specifications

| Video Wall Solution Technical Specifications | | |
|---|-----------------------------|---|
| Video Wall Screen | | |
| Sr.No | Parameter | Minimum Specifications |
| 1. | Make | <to be provided by the bidder> |
| 2. | Model | <to be provided by the bidder> |
| 3. | Configuration | Seamless Video wall of DLP Cubes. Each cube size to be 50" or more (50"/52" Inches diagonally) with complete configuration of (4 cubes x 2 cubes) with covered base. All cubes have to be of the exactly same size, configuration and model wise mandatorily. The wall to be installed in curved fashion with all required support system like Controller / stand for DLP Cubes / Interfaces / Connecting cables. |
| 4. | Operation | 24 X 7 : The Video Walls & Controllers and all support systems should be capable of working in 24 x 7 mode without any deterioration in the performance |
| 5. | Chip Type | 1-chip 0.95" Digital Micro Mirror Device |
| 6. | Resolution | 1920 x 1200 native (WUXGA Display) |
| 7. | Light Source Type | LED light source with separate LED array for each colour (RGB) |
| 8. | Brightness ANSI | Minimum 700 Lumens |
| 9. | Brightness Uniformity | ≥ 90 % |
| 10. | Dynamic Contrast | 1400000:1 or more |
| 11. | Redundant Dual Power Supply | Cube should be equipped with a built in dual redundant power supply |
| 12. | Hot Swappable Power Suply | The inbuilt power supply should be hot swappable |
| 13. | Control | IP based control to be provided |
| 14. | Remote | IR remote control should also be provided for quick access |
| 15. | Screen to Screen Gap | ≤ 0.3 mm |
| 16. | Screen Support | Screen should have an anti reflective glass backing to prevent bulging |
| 17. | Cooling Inside Cube | By Means of a heat pipe. No liquid cooling. |
| 18. | Cube Depth | 740mm or less |
| 19. | Maintenance Access | Rear |
| 20. | Inputs in the Cube | DVI-2, HDMI-1, HDbaseT-1, Display port-1 |
| 21. | Output in Cube | DVI - 1 |
| 22. | Cube control & Monitoring | Video wall should have cube control & monitoring system which can provide video wall status including source, light source, temperature, fan & power information. The system should be based on web-browser architecture. Should be able to provide an error message in three sections: a) Problem area b) Error Module Location c) Error Module Image |
| Video Wall Controller | | |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| | | |
|----|--|---|
| 1 | Display controller | Controller to control Video Walls in a matrix of 5 x 2 with 16 DVI outputs (for future expansion) , 4 Universal inputs & DUAL LAN INPUTS along with necessary software's |
| 2 | Processor | Single Quad Core Intel® Xeon/i7 64-bit 2.0 GHz CPU or better |
| 3 | RAM | 8GB |
| 4 | HDD | 500 GB Hard Disk Hard disk Capacity should be upgradable |
| 5 | RAID | RAID 0 configured with usable space of 500 GB in each controller |
| 6 | Networking | Dual-port Gigabit Ethernet Controller inbuilt |
| | | Support for Add on Network adapters |
| | | Support for Optical Fiber interface Adapters |
| 7 | Accessories | DVD-R,DVD+RW,, Keyboard, mouse |
| 8 | OS | Supports 64-bit Operating Systems Windows 7 |
| 9 | Power Supply | (1 + 1) Redundant AC-DC highefficiency power supply w/ PFC |
| | | AC Voltage 100 - 240V, 50-60Hz |
| 10 | Chassis | 19" industrial Rack mount movable |
| | | Front Panel should have lockable Door to Protect Drives |
| 11 | System Reliability | Operating Temperature range : 10° to 35°C (50° to 95°F) |
| | | Non-operating Temperature range : -40° to 70°C (-40° to 158°F) |
| | | Operating Relative Humidity rng : 8% to 90% (noncondensing) |
| | | Humidity: 10 - 90% noncondensing |
| | | Non-operating Relative Humidity: 5 to 95% (non-condensing) |
| 12 | Wall configuration | 16 DVI-D Outputs |
| 13 | Resolution | 1920x1200 per output minimum (WUXGA) |
| 14 | Universal Inputs | 8 Universal Inputs (Should be able to accept at least 4 kinds of signals i.e. DVI/RGB/Component Video) along with USB 3.0 |
| 15 | Redundancy Support | System Should have the redundancy support for Controller HDD, power supply & LAN (Gigabit Ethernet RJ-45 connection) |
| 16 | Connectivity | Connectivity between the controller & Video wall should be on Optical Fiber cables only. |
| 17 | Video Wall, Controller, Cube & wall management | Video Wall, Controller, Cube & Wall management software should be from same OEM for ensuring smooth operations and seamless integration and feature enablement and enhancement. All licenses of the software supplied with Controller and Video Wall should be with perpetual license and cost of the same should be included in the quoted cost. |
| 18 | Controller configuration | Two controllers should be provided which can act as backup to each other i.e. a single controller should be |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

| | | |
|---------------------------------------|----------------------|--|
| | | able to drive all the cubes of both the video walls. |
| 19 | Video Wall stand | Video Wall should be mounted on stand with minimum height of 750 mm (two and half feet) with flexibility of 50 mm height |
| 20 | Warranty | Comprehensive onsite warranty on the DLP video wall and Controller for 3 years |
| Video Wall Management Software | | |
| 1 | Display & Scaling | Display multiple sources anywhere on display up to any size |
| 2 | Input Management | All input sources can be displayed on the video wall in freely resizable and movable windows |
| 3 | Scenarios management | Save and Load desktop layouts from Local or remote machines |
| 4 | Layout Manage ment | Support all Layout from Input Sources, Internet Explorer, Desktop and Remote Desktop Application |
| 5 | Multi View Option | Multiple view of portions or regions of Desktop, Multiple Application Can view from single desktop |
| 6 | Other features | SMTP support |
| | | Remote Control over LAN |
| | | Alarm management |
| | | Remote management |
| | | Multiple concurrent client |
| 7 | Cube Manage ment | KVM support |
| | | Cube Health Monitoring |
| | | Pop-Up Alert Service |
| | | Graphical User Interface |

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure XV :Work Station

| Workstation | | |
|--------------------|-------------------|--|
| Sr.No | Parameter | Minimum Specifications |
| 1 | Make | <to be provided by the bidder> |
| 2 | Model | <to be provided by the bidder> |
| 3 | Processor | Latest generation 64bit X86 i5 processor(3Ghz) or better |
| 4 | Chipset | Latest series 64bit Chipset |
| 5 | Motherboard | OEM Motherboard |
| 6 | RAM | 4 GB DDR4 @2666 Mhz. Slots should be free for future upgrade. Minimum 4 DIMM slots, supporting up to 32GB |
| 7 | Graphics card | Integrated Intel 630 HD Graphics |
| 8 | HDD | 1TB @7200RPM SATA HDD |
| 9 | Network interface | 10/100/1000 Mbps autosensing on board integrated RJ-45 Ethernet port. |
| 10 | Audio | Line/Mic IN, Line- out/Spr Out (3.5 mm) |
| 11 | Ports | Minimum 6 USB ports (out of that 2 in front) |
| 12 | Keyboard & Mouse | OEM keyboard & mouse |
| 13 | Monitor | Three Monitors of 22" TFT LED monitor, Minimum 1920 x 1080 resolution, 5 ms or better response time, TCO 05 (or higher) certified. The TFT Monitor, CPU, Mouse and keyboard workstation shall be of same make. |
| 14 | Certification | Energy star 5.0/BEE star certified |
| 15 | Operating System | 64 bit pre-loaded Latest window OS with recovery disc |
| 17 | Power supply | SMPS; Minimum 400- watt Continuous Power Supply with Full ranging input and APFC. Power supply should be 90% efficient with EPEAT Gold certification for the system |
| 18 | On site Warranty | 3 Years |

**SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND
MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM**

**Annexure-XVI: Format for Self-Declarations on Availability of
Manpower**

[To be submitted on Bidder Company's Letterhead]

Date:

To

The Managing Director

MPSCSC

Paryawas Bhawan, Bhopal

Sub: Undertaking for Sufficient Manpower

Dear Sir,

In accordance with eligibility requirements of this tender process, we _____ <Name of the bidding firm> _____ wish to declare that, we have more than _____ <number of employees> full time employees on our own payroll during last one year, competent to support MPSCSC's Project to execute and deliver the services as per the envisaged scope of work. As per requirement of eligibility criteria following are the manpower details:

| Sr. No. | Name of the Employee | Date of Joining of the Firm | PF Number | ESI Number |
|----------------|-----------------------------|------------------------------------|------------------|-------------------|
| | | | | |
| | | | | |

Yours faithfully,

Date:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Place:

(Name and rubber seal of the Bidder)

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure-XVII: Summary of Profile of Key Personnel

| Sl. No. | Role | Minimum Resource | Qualification | Years of Experience | Profile Summary |
|---------|--|------------------|---------------|---------------------|-----------------|
| 1. | Project manager | 1 | | | |
| 2. | Data Analyst | 1 | | | |
| 3. | Technical Resources, Programming, Reporting Resource | 2 | | | |
| 4. | Incident Management Team | 6 | | | |

CVs of Key Personnel to be included in the Technical Proposal. During the Bid validity period, the Bidder is expected to keep available the personnel proposed for this assignment.

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF GPS BASED INTEGRATED SUPPLY CHAIN MANAGEMENT SYSTEM

Annexure-XVIII: Format for Submitting Profiles of key resources

| # | Items | Guidelines |
|----|--|--|
| 1. | Name of the personnel: | <Name of the personnel> |
| 2. | Designation | <Designation in Bidding firm> |
| 3. | Proposed position for the project: | <Responsibility Area in the project > |
| 4. | Qualification: | <ul style="list-style-type: none"> • <Degree-1> <ul style="list-style-type: none"> ○ Academic institution graduated from ○ Year of graduation ○ Specialization (if any) • <Degree-2> <ul style="list-style-type: none"> ○ Academic institution graduated from ○ Year of graduation ○ Specialization (if any) |
| 5. | Professional Certifications: | <No. of years> |
| 6. | Total years of experience | <No. of years> |
| 7. | Years of experience in present company | <No. of years> |
| 8. | Experience of working on System Integration/ ICT Systems Development and Implementation Projects | <Yes/No> <No. of years> <Project Reference – Names Only> |
| 9. | Project wise IT professional experience details: (Only relevant projects) | <Name of the project and client> <ul style="list-style-type: none"> • Key project features in brief |