



Haryana Agro Industries Corporation Limited
HAICL, Panchkula, Haryana

Request for Proposal

Selection of System Integrator (SI) for ERP, POS
and CRM Solutions

for Retail Expansion Plan

Disclaimer

This Terms of Reference (TOR) for ERP, POS and CRM Solutions for Retail Stores for Haryana Agro Industries Corporation Limited (HAICL), Haryana is issued by HAICL, Haryana. Whilst the information in this TOR has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither HAICL, nor its employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the TOR, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this TOR or on which this TOR is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed. The information contained in this TOR is selective and is subject to updation, expansion, revision and amendment at the sole discretion of HAICL. It does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this TOR, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to this Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to this Project. HAICL shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the TOR in any manner whatsoever. This TOR includes certain statements, projections, etc. with respect to the Project. Such statements, projections, etc. reflect various assumptions made by the management, officers, employees, consultants, and experts of HAICL, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of assumptions on which they may be based and nothing in this TOR is, or should be relied on as, a promise, representation or warranty. HAICL shall be the sole and final authority with respect to qualifying a bidder through this TOR. The decision of HAICL in selecting the System Intergrator (SI) who qualifies through this TOR shall be final and HAICL reserves the right to reject any or all the bids without assigning any reason thereof. HAICL may terminate the TOR process at any time without assigning any reason and upon such termination, HAICL shall not be responsible for any direct or indirect loss or damage arising out of such a termination

Detailed Notice Inviting Tender

HAICL invites e-tender from reputed IT firm in single stage to cover systems. Under this process, the technical bid application as well as online price bid shall be invited at a single stage under two covers i.e. Technical bid and Commercial envelope. The eligibility of bidders will be first examined based on the details submitted online under first cover (Technical) with request to eligibility and qualification criteria in this tender document. The price bid under the 2nd cover shall be opened as per the parameters mentioned in the tender document.

1. The payment for Tender Document Fee and Processing Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment of required EMD in due course of time. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.
3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>

The interested bidders shall have to pay mandatorily Processing Fee of Rs 1000/- and document fee of Rs.1000/- (Non refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee (Rs.1000/-) and Processing Fee (Rs.1000/-) can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:

Key dates:

S.NO	Particulars	Details
1	Document reference number	19.01.2021-IT-1
2	(i) Downloading of Tender Document / Online Bid Preparation. (ii) Online directly transfer of funds of Rs.2000/- through online directly through Debit Cards & Internet Banking Accounts (Tender document fee Rs.1000/-, Processing Fee Rs.1,000/-) are required. (iii) EMD of Rs.2.00 Lac.(through online directly through Debit Cards & Internet Banking Accounts)	19.01.2021 to 05.02.2021 upto 5:00 PM
3	Last date of submission of queries via email at haicpkl@gmail.com by 5:00 PM or by submitting in pre-bid meeting at 11:00 AM on 27.01.2021 in main Conference Room, HAICL, Sector-4, Pkl	27/01/2021
4	Submission of online Technical & Financial Bid	19.01.2021 to 05.02.2021 upto 5:00 PM
5	Opening of Technical Bid	06.02.2021 at 11:00 AM
6	Manual submission of only additional document, if required.	06.02.2021 upto 5:00 PM
7	Presentation by technically qualified bidders	07.02.2021 at 11 am
8	Date of opening of Financial bids	07.02.2021 at 3 pm
9	HAICL contact details	Haryana Agro Industries Corporation Limited, Bays No. 15-20, Sector 4, Panchkula, Haryana 134109 Email- haicpkl@gmail.com Tel- 0172- 2561305
10	Method of selection	QCBS method (70:30)
Note: - In case a Central/ State Holiday are declared on any day, the event will be held on the next working day at the same time and same venue.		

Important Note:

1. The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder fails to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
2. Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/bidder can re-work on his/her bids even after completion of "application/bid preparation and submission stage" (Application/bidders stage), subject to condition that the re-work must take place during the stipulated time frame of the applicant/bidder stage.

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - <https://etenders.hry.nic.in> the link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>

5. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

6. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7. Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/Price Bid):

- 7.1 Online Payment of Tender Document Fee + Processing fee:** The online payment for Tender document fee, Processing Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and Processing Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

7.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-Procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Document to be submitted / uploaded for Technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.
- (iii) FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually

8. ASSISTANCE TO THE BIDDERS

<p>For queries on Tenders Haryana Portal, Kindly Contact Note: Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject shield emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority. Tel:-0120-4200462,0120-4001002 Mobile:88262-46593 Email:-support.etender@nic.in For any technical related queries please call at 24x7 Help Desk number 0120-4001002,0120-4200462,0120-4001005,120-6277787</p>
<p>For support related to Haryana Tenders in addition to help desk you may also contact on email ID eproc.nichry@yahoo.com, Tel:0172-2700275</p>

Timing:

Technical support assistance will be available over telephone Monday to Friday (9:00am to 5:30pm) (Helpdesk Support in team shall not be contracted for online bidding on behalf of the contractors)

Note: Contact e-Procurement helpdesk on or before prior to 4 hours of the scheduled closing date and time of respective e-tendering event. Also, for queries related to e-payment of EMD kindly contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their queries if there is any pertaining to the online bidding and the single e-Procurement portal at email address:- <https://etenders.hry.nic.in>

NOTE:-

- (A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>
- (B) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file

1.1 GUIDELINE FOR ONLINE PAYMENTS AT E-PROCUREMENT PORTAL OF GOVERNMENT OF HARYANA.

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee + Processing fee & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT or Over the Counter (OTC)

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
- (ix) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp
- (x) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows:

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank.
- (vii) Bidder enters his account credentials and confirms payment

- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT this shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than 1,10,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.
2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it Will generate a Challan.
3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

RTGS / NEFT Payment Procedure

The bidder shall be required to take a print of the challan and make the RTGS / NEFT on the basis of the virtual account number period on the challan. This provision will ensure that number confidential details regarding the bidder or tender are disclosed to the bank while remitting the RTGS/NEFT.

The bidder would remit the fund at least one day in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mention in the challan. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Department/PSUs Escrow Security Deposit account post validating the first part of the beneficiary account number, i.e., the client code only, In case of validation of client code is not successful, the bank shall return the fund and not credit the Techprocess intermediary Department/PSUs Escrow Security Deposit A/c.

D) Over the Counter (OTC)

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is <=[49,999), Demand Draft or SBI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on “Continue” Button.

- (iv) The e-Procurement portal displays the details of payment. The Bidders click on “Print Challan” and print the OTC Challan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e-Procurement portal prior to accepting the payment.
- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from e-Procurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.
- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal, when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting

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1. Introduction

1.2 DOCUMENT PURPOSE

This document is a Request for Proposal ('RFP') that is being distributed to short listed Vendors in order to evaluate and select a new ERP and POS solution for Haryana Agro Industries Corporation Limited ('HAICL').

HAICL under the Retail Expansion Plan aims to facilitate the achievement of vision 'Atmanirbhar Bharat and Atmanirbhar Haryana' by making over 10,000 people self-reliant by providing them level playing field and making them reap the fruits of a growing Food & Grocery market. The focal point of this scheme is to make the people of the state of Haryana self-reliant and progressive.

Government of Haryana aims to setup 2000 stores/outlets (1500 outlets for Rural locations and 500 for Urban Locations) to be opened across the 22 districts of Haryana, which will help in boosting the spirit of entrepreneurship and generating favourable employment opportunities. Through these retail outlets, Government will offer best quality products at discounted prices and further the aim of Haryana Retail policy.

The State Government is also focused on setting up a franchise to sell grocery, personal care and home need products. HAICL will leverage its manufacturing, logistic and marketing machinery to establish the franchise and offer wide range of products with superior quality, value and transparent pricing. Through this venture, Government of Haryana expects to revitalize entrepreneurship opportunities in rural, urban and semi-urban areas of the State.

1.3 PROJECT OBJECTIVES

Project objective as below:

- ❖ To provide an alternate channel of sales to MSMEs, FPOs, SHGs and Govt. Agencies and bring different stakeholders on a common platform by leveraging the strengths of each other
- ❖ To promote entrepreneurship
- ❖ Provide best quality products at discounted prices
- ❖ Enhance the reach of Haryana based MSME's,
- ❖ Promote retail policy of Haryana and generate employment across the State
- ❖ Going forward, the organization would help generate market for innovative products across packaged consumer goods
- ❖ Enhancing manufacturing efficiency in the State

2. Envisaged Solution

2.1 ERP (ENTERPRISE RESOURCE PLANNING) IMPLEMENTATION

A fundamental assumption of the ERP implementation is backoffice will use the ERP application for the following function areas

ERP system will become the primary repository for all master data.

Modules that are in Scope of Work but not limited to are:

- Financial Modules
 - General Ledger
 - Budgeting
 - Accounts payables
 - Account receivables
 - Fixed Assets
 - Cash Management
- Supply Chain & Planning
 - Product Management
 - Pricing & Discount Mangement
 - Purchasing
 - Inventory Management
 - Warehouse Management
 - Demand and Material Planning
- Marketing & Sales Module
 - Discounts
 - Schemes
 - Loyalty Programmes
- Customer Relation Management
 - Customer Communication
 - Complaints
 - Greviance Handling
- Reporting
 - Tabular Reporting
 - Dashboard

2.2 POINT OF SALES CONSIDERATIONS

The solution should aim to initially accommodate 2000 Franchise outlets. Vendors should present the best licensing model available, ensuring flexibility and cost minimisation in licensing.

It is envisaged that the new ERP will offer significantly better capability including automation of many gap areas. Assessing final license numbers required after rollout will be dependent on the ERP solution selected. It is anticipated that the successful Vendor will collaborate with HAICL to determine accurate licensing requirements.

Franchise Information :

Task	Franchise (Large Urban)	Franchise (Small Urban)	Franchise (Rural)
Land	Franchisee Owned/ Rented	Franchisee Owned/ Rented	Leased by HAICL from

			Panchayat Dept.
Shop Infrastructure	Franchisee	Franchisee	Provided by HAICL
Branding	Franchisee as per designed by HAICL	Franchisee as per designed by HAICL	Provided by HAICL
IT (Software and Hardware)	HAICL through 3 rd Party Vendor	HAICL through 3 rd Party Vendor	HAICL through 3 rd Party Vendor
Selling Price	Fixed by HAICL	Fixed by HAICL	Fixed by HAICL
Supply Chain	HAICL through 3 rd Party Vendor	HAICL through 3 rd Party Vendor	HAICL through 3 rd Party Vendor
Manpower (Requirement)	Franchisee Owner Helper (on franchisee payroll based on requirement)	Franchisee Owner Helper (on franchisee payroll based on requirement)	Franchisee Owned
Stock Ownership	Franchisee	Franchisee	Franchisee
Marketing	HAICL through 3 rd Party Vendor	HAICL through 3 rd Party Vendor	HAICL through 3 rd Party Vendor

Following are the list of products that shall be available at each store for sale and HAICL may add or reduce the products from the list from time to time:

- **Foods, FMCGs, Edibles and Grains:** Flours, Pulses, Rice, Salt, Sugar, Spices, Honey, Edible Oils, Ghee, Bakery Products & Snacks: Breads, Cookies, Biscuits, Chocolates, Namkeens, Candies, Toffees, Savouries, Namkeens, Sevs, Bhujias, Noodles, Pasta, Corn flakes, etc.
- **Home Care:** Detergents & Dish Washers, All Purpose Cleaners, Pooja Needs, Shoe Care
- **Beverages:** Cold drinks, Health Drinks, Fruit juices, Packaged water, Tea, Coffee etc.
- **Personal Care:** Hair Care, Oral Care, Soap, Sanitary needs, Sanitary and Toiletries, Baby Care, First Aid, Shampoo etc.

Outlets/ stores shall offer assortment of Packaged Consumer Goods (Food and non-food categories) as prescribed by HAICL. In the rural areas the perishable products (primarily dairy products with low shelf life) will be kept to minimum. However, in the urban areas the stores will have both dairy and non-perishable products.

2.3 MOBILE APP

Franchise must have an option to download a Mobile app (Android OS) which may be used as a Point of Sale device. This mobile app must have all necessary function of a m-PoS.

- Manage and Monitor all SKU's from Mobile itself
- Basic Billing/Refunds
- Stock taking and Minimum Reorder Level
- Issue PO
- Discount/Schemes

2.4 INTERFACING REQUIREMENTS

The Interfacing requirements of the ERP application and POS Application:

- Offline & Online integration between ERP application & POS Application
- Any other equivalent ERP/Database Application may be quoted

Integration Points	Source System	Target System	Integration Method
Purchase Order	ERP	POS Application	File base/ Web-Service based
Material Receiving	POS Application	ERP	File base/ Web-Service based
Sales	POS Application	ERP	File base/ Web-Service based
Material Demand	POS Application	ERP	File base/ Web-Service based
Stock Position	POS Application	ERP	File base/ Web-Service based
SKU'S	ERP	POS Application	File base/ Web-Service based

2.5 DATA CONVERSION REQUIREMENTS

HAICL will need to ensure that a robust data conversion strategy is incorporated into implementation planning to load the ERP database.

Any conversion process must ensure comprehensive reconciliation processes to certify converted data accurately reflects the reference source.

Function	Envisaged Data Conversion	Method
General Ledger	Chart of Accounts.	File Based
	Historical balances from the last 5 financial years and transaction history dating back to the beginning of the current financial year.	File Based
	Budgets and forecasts for the current financial year.	File Based
Accounts Payable	All existing Vendor master records, including addresses.	File Based
	All open transactions, including invoices, credit notes, unrepresented / unprocessed payments, prepayments.	File Based
Accounts Receivable	All existing customer master records, including ship-to and bill-to addresses.	File Based
	All open transactions, including invoices, credit notes, uncleared receipts, open adjustments.	File Based
Fixed Assets	All existing fixed asset records.	File Based
	All written down values (for accounts and tax purposes).	File Based
Inventory	All existing item master records, including standard costs.	File Based
	All stock-on-hand as per the go-live stocktake.	File Based
	All stock-in-transit.	File Based
Purchase Orders	All open purchase orders – including those not yet received and those received but not yet invoiced.	File Based
	All open shipments – including those received into stock but awaiting final invoicing.	File Based

2.5.1 Planned Implementation / Training Approach

HAICL is looking for Vendors to provide strategies for the development of a low cost and effective implementation transition and training program. Costs for providing training to end users across all functionality in all locations across the company must be submitted as part of Vendor's proposal.

It should be noted that HAICL will be conducting a detailed review of the quality of the Vendor's training material as part of the due diligence process. It is expected that generic training material available and any tools required to manipulate the base material to create HAICL's specific training documentation is clearly identified and costed in the proposal.

3. Detailed Scope of Requirements

3.1 ERP IMPLEMENTATION

The new ERP will be expected to cover the following **business critical requirements** as a minimum:

Function	Module wise High level Features & Functionality
General Ledger	Chart of Accounts.
	Historical balances from the last 5 financial years and transaction history dating back to the beginning of the current financial year.
	Budgets and forecasts for the current financial year.
Accounts Payable	All existing Vendor master records, including addresses.
	All open transactions, including invoices, credit notes, unrepresented / unprocessed payments, prepayments.
Accounts Receivable	All existing customer master records, including ship-to and bill-to addresses.
	All open transactions, including invoices, credit notes, uncleared receipts, open adjustments.
Fixed Assets	All existing fixed asset records.
	All written down values (for accounts and tax purposes).
Inventory	All existing item master (SKU'S) records, including standard costs.
	Stock Position at Franchise level
	Material receiving, Material Return, Material Inspection
	<ul style="list-style-type: none"> Ability to define safety stock holding for individual inventory items Ability to define the Item wise lot information, batch detail, date of expiry Ability to capture delivery information within the system e.g. transportation type, carrier details, dimensions, weights Ability to produce the following online reports Goods received note to be entered into the system against the purchase order number Ability to provide real time available inventory status. This should be possible store wise The system should maintain and track the details of the rejected material Ability to generate reports and analysis of future demand forecasts/trends based on historical data such as consumption, lead-time and inventory expiry date Ability to provide on line available inventory status across all the stores
Purchasing	Purchase order are create in the ERP Application

Function	Module wise High level Features & Functionality
	<ul style="list-style-type: none"> • Ability to initiate purchase requisition for re-orders automatically • Ability to trigger stock replenishment exercise for all stock items on basis of various parameters such as: Reorder level, safety level, consumption • Ability to send suggested ordering quantity and delivering schedule to HAICL and automatically converts the same to purchase requisition. • Ability to generate comparative analysis reports by: Price, Quality, Delivery schedule, Payment terms, Orders and User defined parameters • Ability to generate report on arrival schedules (based on lead time/promised dates). • Ability to generate and print as and when required outstanding purchase order report that shows all outstanding orders or backorder which are not fulfilled yet.

3.2 POS APPLICATION

The POS Application will be expected to cover the following **business critical requirements** as a minimum:

- Inventory Management
- Promotion and Campaign
- Material Returns
- Stock Take
- Physical stock vs System Stock
- Demand Generation
- POS [Point of Sale]
- Warehouse Management
- Barcode Application
- Barcode Scanner
- Reporting
- Mobile App

3.3 CRM APPLICATION

The CRM Application will be expected to cover the following as a desired / directional scope

	Functionality	Details & Scope
(a)	Conversation AI	<ul style="list-style-type: none"> • Customer and Franchisee Relationship Management • Place orders to nearest store based on GPS • Provide chat based back-office automation for franchisees and partners. • Enable live-chat option for customer grievance, routine task interactions / follow-ups of vendor partners. • Understand customer satisfaction by automated surveys. • Vendor & Partner Relationship Management • Account Payable Requests • Invoice details, status updates • Vendor Details etc. • Customer Service Automation • 24/7 chat and call support • Omni-Channel support • Multi-lingual support in Hindi, Punjabi and English

2	Grievance Redressal System	<ul style="list-style-type: none"> • Integration with Govt of Haryana's Grievance Redressal System/s to receive and allocate complaints • Collation and allocation of complaints from all installed receiving mechanisms within the organization
3	Customer & Franchisee Relationship Management	<ul style="list-style-type: none"> • Customer Loyalty Programs development and integration • Multichannel support via. phone, live chat or SMS, email and social media • Integrate any third-party apps with CRM through APIs, to get real-time notifications • Mobile / Website led digital marketing support & integration • B2B (between the organization and franchisees) and relationship management • Franchisee on-boarding and lifecycle management • Franchisee performance (incentives and programs) • Targets and program management
4	Web Site & App	<ul style="list-style-type: none"> • Development & operationalization of the website • Capture data and insights from website and App for analytics • Optionality for website & App • E-commerce • Payment Integration • Mobile device optimization
5	Social Media	<ul style="list-style-type: none"> • To integrate customer feedback collected from social media assets for analysis and response • Query & feedback response mechanism

The vendor partner will have the option to provide them through :-

- In-house and integrated system offering
- Through sub-contracting that covers these deliverables
- Through assisting the organization to on-board vendor specialists in these areas

In the case of points 2 & 3, the vendor partner will ensure sufficient integration flexibility for third-party softwares / hardwares to align and integrate with the core systems as the case may be through APIs and other such mechanism

3.4 SOLUTION ARCHITECTURE

- Generalized Backoffice
- Generalized Warehouse (2-3 WHS)
- Distribution Centre (20-22)
- 2000 Franchises



3.5 TRAINING

Methodology: The following methodologies must be followed by the SI to deliver trainings:

- Classroom Training
- System Intergration Training
- Hand on practice training
- POS Application will have feature & functionality and upload new product, promotion and Campaign, Training information so that Franchises can download Video & Information from the centralize server

3.6 APPLICATION SECURITY

- The system must provide an end-to-end security solution to protect the ERP applications, services, data and the infrastructure from malicious attacks or theft from external (through internet) hackers.
- Using Firewalls and Intrusion Detection Systems such attacks and theft should be controlled and well supported (and implemented) with the security policy.
- The security implementation shall cover all three layers namely physical, network and transport layer
- Data exchange between ERP application & POS application will be secure

3.7 OPERATION & MAINTENANCE

Implementation partner will provide the 5 years warranty Support with a provision of AMC after 5th year

Application	Duration
Post Warranty support ERP Application	2 (one) year from the date of official Go-Live date
Maintenance Support for ERP solution start from the end date of warranty period	3 (Three) years from the date of official Go-Live date
POS Application	5 (Five) years from the date of official Go-Live date
Barcode Application	5 (Five) years from the date of official Go-Live date
Franchise H/w (Handheld Device/Desktop, Barcode Printer, Scanner)	5 (Five) years from the date of official Go-Live date

3.8 MAINTENANCE SUPPORT

The SI will provide the Operations and Support Team for Maintenance support, for supporting the ERP, POS solution and Franchise hardware support. SI should propose appropriate manpower to cover L1, L2 and L3 activities. The support (L1, L2, and L3) shall include technical expertise, process implementation, policies compliance, governance and reporting

- SI will provide the ERP Post Warranty support to HAICL from HAICL head office
- SI will provide the POS Post Warranty support to HAICL from HAICL head office
- SI will provide the Maintenance support (ERP & POS) from Remote
- SI will provide the Franchise hardware support (On-site/Remote)

3.9 SERVICE DESK

The Implementation partner (SI) will provide a Service Desk which will serve as a Single Point of Contact (SPOC) for all incidents, problems, Changes and service requests related to ERP & POS solution

- The SI will have to provide Service Desk function (Physical onsite Helpdesk support) providing support from 10:00 AM to 6.00PM Monday to Saturday.
- HAICL expects the SI to provide on call support in fluent English and Hindi with excellent communication skill.

3.10 PROJECT TIMELINE & PAYMENT SCHEDULE

HAICL intends to complete the implementation and Go-Live within three (3) months for the date of the award of the contract.

The SI shall submit a schedule for the below mentioned deliverables (but not limited to) that would be delivered during the course of the project plan. The proposed timeline of submission of the deliverable should also be mentioned in "T+W" format wherein "T" shall specify the day on which Minutes of kick-off meeting would be issued. This activity would be completed within 2 weeks from the date of signing of contract by both parties. 'W' shall specify the number of weeks after the kick-off meeting when the deliverable would be submitted.

Following are the list of key deliverables (but not limited to) and timelines for the proposed project stages as a part of ERP Solution implementation at HAICL:

Project Stages	
Project Initiation	
Requirement Gathering	
Conduct Conference Room Pilot	
Gaps Analysis	
Design & Build	
Training	
System Integration Testing	
Conduct UAT	
GO-LIVE	
Post Warranty Support (1 Year)	

Payments

1. Software implementation and related scope of work

Cost Head	Minimum Users
Cloud ERP Subscription annual Cost	Financial: 30 Users Supply Chain : 30 Users

2. Other scope of work such as

Cost Head	Minmum Users
POS application Cost	2000 Outlets
POS Machine	2000 Machines
POS Implementation Cost	
5 year Post GO-LIVE Support (ERP+ POS)	
5 Year Warranty Support (ERP+ POS)	
CRM implementation cost per year	

The payment timelines and terms will be mutually discussed and payments will happen after 15 days of submission of invoice corresponding to the deliverance of above mentioned services to the satisfaction of HAICL

Other Payment Terms

- i. Whenever the penalty is levied on SI for failing to meet the required SLA, the payment shall be made for the quarter and the penalty (if any) will be adjusted in the payments of next quarter.
- ii. Any delay on account of HAICL & stake holders HAICL officials (and not attributable to the SI) shall not be taken into account while computing adherence to service levels for the System Partner. The final authority in deciding the responsibility lies totally with the HAICL only.
- iii. Any monetary figure in decimal shall be rounded off to the nearest INR.
- iv. All payments would be subject to withholdings, if any, due to SLA and performance criteria besides other statutory withholdings.
- v. Any sub-contracting and / or the requirement to board specialist vendor partner/s to deliver on the scope mentioned in the TOR should be part of the overall bid of the SI

4. Vendors Selction Criteria

4.1 KEY SELECTION CRITERIA

For the purpose of your response to this RFP, the key contacts are as follows:

Basic Requirement	Eligibility Criteria	Document Proof
Annual Turover	Average Annual Turnover of the bidder/consortium is more than 100 Cr. In last 3 consecutive years	Extracts from the Balance sheet and Profit & Loss and Certificate from the statutory auditor /Chartered Accountant
Quality Certification	The Organization must have valid ISO/IEC 27001:2013 certificate for Information Security AND CMMI level 3 & above certification for Software Design, Development & Testing	Copies of the valid certificates from authorized agencies
Technical Capability - Experience in ERP/similar project as system integrator- implementation	Implemented/on-going at least 2 (Two) similar solutions in India as System Integrator with the following modules Financial Modules Supply Chain Modules Integration	Work Order issued by the client & Completion Certificate / self-certificate from authorized signatory of the organization.
POS Application Capability – Experience	Implemented/on-going at least 2 (Two) POS application implementation in India as System Integrator Implemented/on-going at least POS application in 1000+ retail outlets	
CRM/similar customer related module/Application Capability – Experience	Implemented/on-going at least 2 (Two) CRM application implementation in India as System Integrator	
Consortium	Maximum 2 Consortium is allowed. Subletting is only allowed for social media and website development after the approval from HAICL	Copy of declaration
Legal Entity	Company, Partnership Firm or	

	<p>Sole Proprietorship Firm.</p> <p>The Organization should have existence in India for last Ten (10) years at the end of 31st March 2020.</p> <p>The Organization should be into the business of IT/ITeS for the last Ten (10) years at the end of 31st March, 2020.</p>	
Other legal documents	<ul style="list-style-type: none"> - GST Certificate - Income Tax Return (Latest 10 years) - Copy of PAN - Articles of Association/ Company Registration (depending on company type) <p>Undertaking for not being blacklisted by any govt. body in india</p> <p>Undertaking that no cases in any court of law will impact the deliverance in HAICL project.</p>	Copy of the valid documents
Submission of authorization from OEM	OEM has to authorize the bidder as an implementation partner mentioning the type/category of partnership with validity period	
Resource Deployment	The core implementation team (Project Manager, Solution Architect, Functional Lead, Technical Lead, Techno-Functional Consultants) has to be in the payroll of the SI	

4.2 VENDOR SELECTION PROCESS

1. The Technical Evaluation shall be initiated for only those Bids who qualify in the Pre-Qualification stage and will be evaluated as per the evaluation criteria in this clause.
2. Evaluation Committee (EC) may require written clarifications from Bidders to clarify ambiguities / uncertainties arising out of the evaluation of Bid documents.
3. Technical Evaluation of the bids would be carried out on following criteria of the Bidder as given below:
 - A. Bidder's Past Experience (Weightage 20%)
 - B. Bidder's Technical Proposal (Weightage 30%)
 - C. Technical Presentation (Weightage 20%)
 - D. Resource Deployment (Weightage 30%)

4. Above mentioned A& B evaluation criteria would be divided into various sub-criteria, mentioned as follows

5. A. Bidder's Past Experience

1	Annual Turnover	Average Annual Turnover of the main bidder is more than 100 Cr. In consecutive 3 years	30%
2	Experience in similar & CRM implementation project (completed/on-going) in India including Finance & Accounts, HRMS and Procurement & Inventory Management.	Implementation in 1 or more Govt Organization & >4 Implementation in Private Organization	20%
3	Experience in POS implementation	Implemented/on-going at least 10 (Ten) POS application implementation in India as System Integrator Implemented/on-going at least POS application in 1000+ retail outlets Implemented/on-going at least 2 (Two) POS application in Government organization	20%
4	Quality Certification	The Organization must have valid ISO 9001 and ISO 27001 certifications CMMI level 3 & above certification for Software Design, Development & Testing	30%

B. Bidder's Technical Proposal

S.No.	Tech Evaluation Criteria	Description	Weightage
1	Bidder's Understanding of the Project requirements	To be evaluated from the technical proposal documentation and technical presentation to the TEC. Following parameters will be examined for evaluation: <ul style="list-style-type: none"> Clarity and depth of understanding of the project's objectives, scope and requirements 	50%

		<ul style="list-style-type: none"> Bidder's understanding of business processes of HAICL and strategy for ERP & POS Implementation and how the project components would be delivered to meet the project objectives <p>-Iterative methodology</p> <ul style="list-style-type: none"> Clear deliverables with templates Milestone & timelines for each module 	
2	Approach & Implementation Methodology	<p>To be evaluated from the technical proposal documentation and technical presentation to the TEC. TEC shall evaluate the Approach and Methodology for the Implementation & Post-Implementation proposed by bidder and evaluate the same on the following parameters:</p> <ul style="list-style-type: none"> Solution Architecture Solution Design Solution Scalability Project Management Methodology & plan with detailed timeline Completeness of the A&M to meet the requirements of the NIT Any unique project implementation strategy (ies) proposed, which can impact projects outcomes in positive manner Risks identification and proposed mitigation plan 	25%

		<ul style="list-style-type: none"> • Testing Approach Performance Testing (Response time definition on predefined load) Load Testing Integration Testing	
3	Compliance to specified functional requirements	Compliance to Functional Requirement Specifications as mentioned in Section 2 & 3. Marks will be awarded for all requirements based on responses of bidder as S/C/TP/NC.	25%

6. Bid Evaluation

- i. SI shall be selected through bidding process on Combined Quality Cum Cost Based System (QCBS)
- ii. The method employed for the final selection of the bidder and award of the contract will be QCBS i.e. Quality and Cost Based Selection method, which would ensure the quality of the solution as well as the cost effectiveness of the same. Each bidder would be assigned a Technical Score (TS) and a Financial Score (FS) based on the technical and financial evaluation of the bid respectively. These scores would then be combined with pre-assigned weights (0.7 for technical score and 0.3 for financial score) and the bidders would be ranked as per this combined score. Bidder with the highest final composite score (Final Composite Score = $TS \times 0.70 + FS \times 0.30$) shall be declared as “Best Evaluated Bidder” and shall be entitled for the award of the contract.
- iii. The weights assigned for each item is for the purpose of evaluation of this bid only and does not necessarily reflect the actual transactions/ quantities that would be undertaken for the period of contract.
- iv. In case of a tie in the final composite score, the bidder having highest technical score will be considered eligible for leading to the award of the contract.
- v. HAICL may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- vi. HAICL intends to follow two stage selection processes in evaluating the proposals received.
- vii. In the First stage, technical evaluation will be carried out of those proposals that fulfil the prequalification/ eligibility criteria.
- viii. Technical proposals will be assessed based on a defined evaluation criterion and ranked as per the marks received in the technical evaluation (Technical Score). Only those applicants whose technical proposals score 70 marks or more out of 100 marks shall be invited for financial evaluation.
- ix. In the Second stage, financial evaluation will be carried out. Only the technically qualifying bidders would be invited for opening of the financial bid. Proposals will then finally be ranked according to their combined technical and financial scores.
- x. 70% weightage shall be given to technical proposal and 30% shall be given to financial proposal.

- xi. The bidder obtained highest score shall be awarded as successful bidder and contract shall be awarded to the successful bidder.

The bidders scoring 70% or above marks in the technical evaluation phase, shall only be made eligible for financial evaluation.

For working out the combined score, HAICL will use the following formula:

Total points: $[(0.7 \times TS) + (0.3 \times (100 \times (L1/ FB)))]$, where

- FB stands for Financial Bid of the Financial Proposal of respective bidders.
- L1 Financial Bid of the Financial Proposal,
- TS stands for Technical Score,

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

Example: if in response to this RFP, three proposals, A, B & C were received and the Bid Evaluation Committee awarded them 75, 80 and 90 marks respectively, all the three proposals would be technically suitable. Further, if the quoted price of proposals A, B & C were Rs.120, 100 & 110 respectively, then the following points for financial proposals may be given:

A: $100/120= 83$ points B: $100/100= 100$ points C: $100/110= 91$ points

In the combined evaluation, the process would be as follows:

Proposal A: $75 \times 0.7 + 83 \times 0.3 = 77.4$

Proposal B: $80 \times 0.7 + 100 \times 0.3 = 86.0$

Proposal C: $90 \times 0.7 + 91 \times 0.3 = 90.3$

Proposal C would be considered the H1 and would be recommended for negotiations, if considered necessary for approval.

7. Penalty

HAICL and selected will mutually agree on timelines. Any delay as per the table following penalty will be imposed:

Milestone	Delay by	Penalty
Cloud ERP Subscription	1 week	1% of total bid
POS application	1 week	1% of total bid
POS Machine delivery/ non provision of training	48 hours	5000 Rs per incident
Cloud ERP Implementation	1 week	1% of total bid
CRM implementation	1 week	1% of total bid
CRM maintenance/ lack of response to queries/ grievances	24 hours	5000 Rs per incident
Service desk implementation	1 week	1% of total bid

However, no penalty will be imposed if delay is due to unavoidable circumstances i.e. beyond the control of HAICL/HAFED and decision of MD HAICL will be final.

4.3 GENERAL INFORMATION

4.3.1 General Instructions

The Vendor should anticipate meeting all requirements. Any exceptions must be noted in the proposal.

Please complete all applicable questions clearly and completely.

Please add or attach explanations where necessary and/or appropriate. When attaching explanations or elaborating on a specific question please reference the appropriate question number on the attachment. The Vendor is encouraged to illustrate why their approach is a superior fit for HAICL's requirements.

4.3.2 Consortium

This RFP is intended to allow a single Vendor to be responsible for the ERP Solution. If the Vendor proposes to enter a consortium with another participant, not more than one, for the project, then it must provide a complete overview of the other participant, their respective roles for the project and a clear identification of who the prime contractor will be, as well as:

- An outline of the respective roles of each participant in relation to the project.
- An overview of management and control across the partners.

4.3.3 Availability for this Project

HAICL requires that the successful Vendor will do their utmost to ensure that their proposed resources will be available to undertake the project and be available for the full duration of the implementation.

Any substitute resources are required to have qualifications and experience equal to, or in excess of the person they are replacing. HAICL will expect to review the resumes of any proposed substitute resources

4.3.4 Key Contractual Matters

At completion of the RFP process HAICL will enter into a commercial agreement with a single Vendor. The Vendor will be required to put in place their own commercial agreements with any third parties who may be required to deliver the solution.

The Vendor's response to this RFP will be included in the Contract signed by the successful Vendor as the definition of project scope.

For Application licenses, Vendors are required to show any license quantity breaks for user numbers or types. A fixed price for 500+ Concurrent Users for all software modules required to meet the requirements is required.

For consulting services, Vendors may provide a fixed price for the Scoping and Project Definition Stage with estimates for the remaining stages.

At the completion of Scoping and Project Definition, HAICL will agree to either a Fixed Price, Capped Price or Time and Material basis for the rest of the project with the total cost not exceeding the proposed capped implementation price.

If there is significant change to the Vendor's estimates following the scoping stage, HAICL reserves the right to re-evaluate the competitors' bids.

5. Appendix A – Vendor Information

5.1 DESCRIPTION

This section is designed to gather information about the potential Vendors. There are 5 sections that form part of the RFP response and they should be completed in full.

- Company Information
- Service Offering
- Operating Philosophy
- Experience and References
- Other

Please note that we are requesting information relating to you as the Vendor for the project. If there are Sub Contractors and / or partners proposed to be part of the project team, please specifically identify this. This section should relate to the primary Vendor only.

5.2 COMPANY INFORMATION

5.2.1 Company Information

Please complete the following company information:

Company Name	
Corporate Headquarters	
Address	
Phone Number	
GST Registration Number	
Parent Company Name	
Parent Company Phone Number	
Date and Place of Incorporation	
Particulars of any petition, claim, action, judgement or decision that would be likely to adversely affect the Vendor's capacity to provide the requirement	

Please identify any related entities relevant to this project.

Entity Name	Nature of Relationship (E.g. Subsidiary)

Note this RFP is intended to be inclusive of all divisions, subsidiaries and/or affiliates of your company. Please complete only one response for your company.

Please indicate the appropriate Vendor contact for inquiries related to this RFP or any subsequent discussions.

Key Vendor Contact	
Role	
Office Location	
Phone Number / Mobile	
Email	
Address	

5.2.2 Ownership Structure

Please indicate your ownership structure.

Name of Company	Ownership Structure	Annual Report
	Public: <input type="checkbox"/> Private: <input type="checkbox"/>	Attachment:

If your company is a public entity, please provide a web link or a copy of your most recent Annual Report.

5.2.3 Organisational Structure

Yes No

An organisational chart detailing your company's organisational structure is attached to your response. Supporting details are in Attachment .

5.3 PROPOSED SOFTWARE SOLUTION

The following table should be extended to clearly identify all modules incorporated in the proposed solution. The Business Scenario should provide guidance as to required functionality.

Description	Name of Software	Software Version	Launch date of the particular version	No. of post Go-Live Sites
Core ERP				
POS				
Other Modules				

Please note any development initiatives that you're are carrying on or planning that would be of relevance to HAICL.

Please attach a road map indicating the product development lifecycle for the next 5 years.

Yes No

Supporting details are in Attachment .

5.3.1 Cost Breakup

Vendors must provide details of Cost Breakup as per financial bid annexure

5.3.2 Sub Contractor Details

Vendors must provide details of any Sub Contractors that they propose using the performance of the contract.

Such detail shall include, as a minimum, the following information in relation to each proposed Sub Contractor:

Sub Contractor Name	Registered Office Address	GST Registration	Profile / Web Site URL	Work to be Sub Contracted

The HAICL reserves the right, at its absolute discretion, to reject any Sub Contractor proposed in the Proposal and require the Vendor to propose an appropriate alternative Sub Contractor.

5.3.3 Performance Metrics

Please provide the following performance metrics on your company for 2018, 2019 and 2020.

Metric	2018	2017	2020
Revenue	INR	INR	INR
Rate of revenue growth (internal, organic growth)	%	%	%
Rate of revenue growth (through mergers and acquisitions)	%	%	%

5.4 SERVICE OFFERING

5.4.1 Services

What services does your company provide? Include supporting details in a referenced attachment.

Services
Supporting details are in Attachment <input type="text"/> .

5.4.2 Capabilities

What distinguishes your company's capabilities from other companies in your industry?

--

Supporting details are in Attachment [redacted].

5.4.3 Warranties

Describe any warranties provided by your company? Please note HAICL are interested in warranties on the implementation and customisations in particular. Typical Warranty statements in EULA type agreements regarding compliance to published specifications are not regarded as sufficient given the scale of this project.

Supporting details are in Attachment [redacted].

5.5 OPERATING PHILOSOPHY

Please provide your company's perspective on the topics presented below:

5.5.1 Orientation to HAICL

HAICL realises that successful engagements depend upon project personnel being properly oriented to HAICL's business systems requirements prior to working on the project. How would your company achieve this request? (E.g. hand over process from pre to post sales)

Supporting details are in Attachment [redacted].

5.5.2 Scope of Engagement

HAICL expects that the scope of engagement will be agreed to formally at the inception of an engagement and will not be altered without written agreement. Does your company support this view?

Note that the Scope of the project is defined in the HAICL Business Rules and Business Scenarios document embedded in Appendix C.

Yes No

Comments: [redacted]

5.5.3 Project Success and / or Client Satisfaction

What is your company's practice regarding the measure of project success and/or client satisfaction?

[redacted]

Supporting details are in Attachment .

5.6 EXPERIENCE AND REFERENCES

5.6.1 Years of Operation

Complete the following table.

Company Name	Year the company was founded		Number of years you have been providing these types of services?	
	India	Worldwide	India	Worldwide

5.6.2 Previous Business with HAICL

Is your company currently doing business (or has it within the past two years done business) with the HAICL or any other related company?

Yes No

If Yes, provide details of business currently being performed, including location, contact and type of work undertaken.

Location / Project	HAICL / Related Company	Type of Work

5.6.3 Reference Accounts

Does your company provide services to any business entities directly or indirectly involved in a similar business to HAICL?

Yes No

If yes, please identify which companies you offer services to and what type of services you provide.

Please fill out the following information for your 3 most relevant reference sites bearing in mind that HAICL gives preference to:

- Sites with similar functional modules and complexity comparable to HAICL.
- Post “Go Live” sites that are running the same or similar versions to the one proposed.

Name of Reference Site No. 1	
Industry	
Country and City	
Web Site	

Contact Name, Position, Phone and Email	
Name of Software	
Software Version	
Reference Site's Number of Users	
Description of the Project	
Were you directly involved in this project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Your company's role in the Project	

Can HAICL contact the nominated contact person? Yes No

Name of Reference Site No. 2	
Industry	
Country and City	
Web Site	
Contact Name, Position, Phone and Email	
Name of Software	
Software Version	
Reference Site's Number of Users	
Description of the Project	
Were you directly involved in this project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Your company's role in the Project	

Can HAICL contact the nominated contact person? Yes No

Name of Reference Site No. 3	
Industry	
Country and City	
Web Site	
Contact name, Position, Phone Number and Email	
Name of Software	

Software Version	
Reference Site's Number of Users	
Description of the Project	
Were you directly involved in this project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Your company's role in the Project	

Can HAICL contact the nominated contact person? Yes No

5.7 OTHER QUESTIONS

5.7.1 Project Management Methodology

Please identify your Project Management Methodology and Implementation standards:

Supporting details are in Attachment .

5.7.2 Support Strategy

Please identify your Support Strategy for HAICL. Elements such as SLA's, costings, options, etc. should be provided. – so coverage of HAICL trading hours is of particular importance.

Supporting details are in Attachment .

5.7.3 Training Strategy

What End User training support do you provide with your product? Please describe the training delivery including an overview of the Training Documentation and “Train the Trainer” support included in the cost of your proposal.

Supporting details are in Attachment .

Please provide a schedule of any appropriate training courses and their costs:

Course	Provider	Cost

5.7.4 Periodic Reviews

Do you conduct periodic project reviews? When and how are these initiated?

Supporting details are in Attachment

5.7.5 Project Plan

Please provide a copy of your proposed Implementation Project Plan including resource estimates and duration.

Supporting details are in Attachment

5.7.6 Data Migration

Please explain your data migration methodology from existing legacy systems. Any specific references to migrating data from HAICL's current system would be advantageous. Please identify whether you propose any middleware that would facilitate and simplify data Migration activities.

Supporting details are in Attachment

5.7.7 Nominated Staff for the Project

Complete the table below indicating the role, company, and name of person. Number the organisation chart boxes to match the table below. Attach CVs for key personnel e.g. Project Manager, Retail / ERP Specialist, Supply Chain Specialist, Solution Trainers, Workshop Facilitators etc.

S. No.	Role	Name of Person	Summary of Relevant Experience in your proposed ERP Business System	Years working for your company	Location
1					
2					
3					
4					
5					
6					

5.7.8 Other

Please describe and attach any other information that would enhance HAICL's understanding of your solution / offerings.

Supporting details are in Attachment .

5.8 SPECIFIC QUESTIONS

Advise which of these key requirements your system can support with either Yes or No. If it is an “add on” or external module please comment further, specifically noting integration planning.

S. No.	Requirement	Response	Comments
1	System integration capability with Magento for the web store and HAICL web site.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

5.9 CONFIRMATION OF AVAILABILITY

Confirm that your proposed Project Manager will be participating in your demonstration of your proposed solution.	Yes <input type="checkbox"/> No <input type="checkbox"/> Comments:
Confirm you are able to do a 1 day Business Scenario Demonstration on any of five dates	Yes <input type="checkbox"/> No <input type="checkbox"/> Comments:
Confirm you are able to commence work in 2021, if selected?	Yes <input type="checkbox"/> No <input type="checkbox"/> Comments:

5.10 AUTHORISED SIGNATURE

Please provide an authorised signature in ink below to validate your responses to this RFP.

Company Name	
Position of Authorised Signature	
Authorised Signature - Officer of the Company	
Name	
Date	

6. Appendix - Solution Costing

When providing your solution Costing please use this embedded Excel spreadsheet.

6.1 SOFTWARE MODULES

- The following embedded Excel spreadsheet should be completed based on an active user base of 500+ concurrent users. (Please review the note in 2.1. regarding licensing).
- A schedule of any optional modules THAT ARE NOT included in the proposal should also be provided.
- Where quantity breaks exist in license costs by user number and / or type, this should be clearly identified.
- A brief summary of the functionality of ALL proposed modules should also be provided as an attachment.
- The pricing should exclude GST but include all other taxes where applicable.

6.2 SOFTWARE IMPLEMENTATION COSTS BREAKDOWN

Please refer embedded Excel spreadsheet.

Explanatory notes should be attached to your proposal as an Appendix if appropriate.

6.3 HARDWARE, OTEM AND DATABASE REQUIREMENTS

Provide details of Vendor's recommendations and costs. Vendors should also provide hardware sizing requirements.

Hardware, operating system and database requirements should include Development, QA and Training environments in addition to the Production environment.

Please summarise costs in embedded Excel spreadsheet and attach specific details as an Appendix to your submission.

7. Award of Contract

7.1 AWARD CRITERIA

The Best Evaluated Bidder according to QCBS evaluation & further discussions and negotiation towards the process of selection in line with the latest guidelines of Govt. of Haryana will be considered for award of contract by the HAICL.

7.2 RIGHT TO ACCEPT / REJECT ANY OR ALL PROPOSALS

HAICL reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of contract, without thereby incurring any financial or other liability to the affected bidders or any obligation to inform the affected bidders of the grounds for HAICL decision.

7.3 NOTIFICATION OF AWARD

Prior to the expiration of the validity period, HAICL will notify the successful bidder in writing or by fax, to be confirmed in writing by letter, that its bid has been accepted. In case the tendering process/ public procurement process has not been completed within the stipulated period, HAICL may request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance guarantee, HAICL will promptly notify each unsuccessful bidder. HAICL shall not be bound to give reasons for rejection of any bid.

7.4 CONTRACT FINALIZATION AND AWARD

HAICL will take approval from the competent authority as per procedure before allotment of project to Company/Agency and such award shall be subject to the norms / latest guidelines of Govt. of Haryana.

Earnest Money Deposit (EMD) The Bidders shall submit, along with their Bids, EMD of Rs. 2,00,000/- in the form of Demand Draft / Bank Guarantee from nationalized bank in favour of “..... Haryana”, payable at Chandigarh. EMD (Bid Security) in any other form shall not be entertained.

- i. The EMD shall remain valid for 180 days (one hundred and eighty) from the Due Date for Bid Submission specified in this TOR.
- ii. EMD would be refunded to all unsuccessful bidders within 30 days of award of the Project to Successful bidder (after submission of Performance Bank Guarantee).
- iii. Bid without adequate EMD will be liable for rejection without providing any opportunity to the bidder concerned.
- iv. The EMD of a bidder could be forfeited, if a bidder:
 - a. Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - b. During the bid process, if a Bidder indulges in any such deliberate act as jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of Development and Panchayats HAICL, Haryana regarding forfeiture of the Bid Security shall be final & shall not be called upon any question under any circumstances, or
 - c. Violates any of such important conditions of this TOR document or indulges in any such activity as would jeopardize the interest of the HAICL. The decision of the HAICL regarding forfeiture of the Bid Security shall be final & shall not be called upon any question under any circumstances.

7.5 PERFORMANCE BANK GUARANTEE

- i. The successful bidder shall at his own expense deposit with HAICL, within Ten (10) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank or scheduled banks acceptable to HAICL, payable on demand, for the due performance and fulfillment of the contract by the bidder. The Format for Performance Bank Guarantee is available at Annexure- 4 of this TOR. The EMD would be returned to the successful bidder on receipt of Performance Guarantee. In case the PBG is not furnished within the timelines mentioned, the EMD will be forfeited.
- ii. This Performance Bank Guarantee will be for an amount equal to 10% of the value of the contract awarded. The value of the contract will be calculated as the sum of all payments (as stipulated by the contract pertaining to the scope of work) to be made by HAICL to the bidder during the contract period. All charges and expenses whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid initially till 6 months after the completion of the contract period. In case, the project will be extended /delayed beyond the timelines, the bidder shall be required to extend the Bank Guarantee till the actual date of completion of project. The performance bank guarantee may be discharged/ returned by HAICL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- iii. In the event of the bidder being unable to service the contract for whatever reason, HAICL would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of HAICL under the contract in the matter, the proceeds of the PBG shall be payable to HAICL as compensation for the preestimated, pre-determined and pre-agreed loss resulting from the bidder's failure to perform/comply its obligations under the contract. iv. HAICL shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

7.6 TERMS AND CONDITIONS – POST AWARD OF THE CONTRACT

Limitation of Liability

The entire & collective liability of the bidder arising out of or relating to this engagement, including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of course of action, whether in contract, tort or otherwise, shall in no event exceed the total Contract Price under this project plus invoking of the Bank Guarantee submitted by the bidder.

Termination

Material Breach

(a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the HAICL as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

(i) If the Implementation partner is not able to deliver the services as per the scope defined in this TOR which translates into Material Breach, then the HAICL may serve a 7 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the HAICL will have the option to terminate this Agreement. Further, the HAICL may also offer a reasonable opportunity to the SI to explain the circumstances leading to such a delay.

(b) In the event that SI undergoes change of control, HAICL may, as an alternative to termination, require a full Performance Guarantee for the obligations of SI by a guarantor acceptable to HAICL or its nominated agencies. If such a guarantee is not furnished within 30 days of HAICL's demand, the HAICL may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the SI.

Effects of termination

(a) In the event that HAICL terminates this Agreement pursuant to failure on the part of the SI to comply with the conditions as contained in this Clause and depending on the event of default, Performance Bank Guarantee furnished by SI may be forfeited.

(b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out in this Agreement.

(c) On termination of this Agreement for any reason, the HAICL will decide the appropriate course of action.

Termination of this Agreement due to bankruptcy of SI.

The HAICL may serve written notice on SI at any time to terminate this Agreement with immediate effect in the event that:

(a) The System Integrator reporting an apprehension of bankruptcy to the HAICL or its nominated agencies;

(b) HAICL or its nominated agencies apprehending a similar event.

CONSEQUENCES OF TERMINATION

In the event of termination of this Contract, whether consequent to the stipulated Term of the Contract or otherwise the HAICL shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the HAICL and/or the successor agency, as may be required, to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of this Contract, for the remainder of the Contract term.

(a) The successor agency will be preferred from the next bidders and work will be executed at L1 bid and if the next bidders are not willing to work at L1 quote, then the work will be executed at risk and cost scenario and the existing vendor will be liable to pay the difference of amount. Thus, Once make shift arrangement to next bidder is finalised at risk and cost or same rates, Any sum owing by Vendor to the HAICL under the Agreement shall be immediately payable. Also the accounts shall be settled between the Vendor and HAICL be settled within one month of termination of this agreement.

(b) All Goods in the custody of Vendor or in transit and consigned to Vendor, shall be handed over to the authorized representatives of HAICL, along with storage materials, printed forms, invoices, stationery, rubber stamps, seals, registration certificates and all other records, materials and moneys held by Vendor on account of HAICL. Any shortages or damages to HAICL's properties that may be noticed or

recorded on the date of handing over possession shall be immediately compensated by Vendor. A [wall-to-wall stock count has to conduct for any Inventory lapse.](#)

- (c) Vendor shall cease using the Invoicing System and any Deliverables, and return or delete all copies of the Invoicing System and/ or Deliverables in its possession;
- (d) any provision of Agreement, or any other agreement between the HAICL and Vendor which is expressed to continue in force after termination shall continue in full force and effect;
- (e) Vendor will hand over to HAICL all the books, records, data, documents, reports and all other information related to the HAICL (including without limitation the information stored on the computer or any other electronic medium derived from or otherwise reflecting the Confidential Information) within a period of 30 (thirty) days from the termination of this Agreement.

7.7 EXIT MANAGEMENT CLAUSE

- (a) This schedule sets out the provisions, which will apply on completion and termination of the contract
- (b) The bidder/SI shall provide Exit Management plan clearly specifying the duration and activities required for such transition/migration before three months period from the date of expiry of contract, or termination of the operations
- (c) The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule
- (d) Cooperation and provision of information - During the exit management period the existing SI will allow new designated agency to access information required to define the current mode of operation; enabling the new designated agency to assess the existing services being delivered and take proper control of the Infrastructure being used.
- (e) In case of premature termination of contract, the bidder shall initiate exit management and shall carryout all operations till the time, handover to the new designated agency is completed. During such transition/migration phase it is also to be ensured that there is no service down time.
- (f) The bidder shall provide handholding support/overlapped operations for a period of 3 months with the new designated agency who is going to manage the operations thereafter.

7.8 FORCE MAJEURE

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, or 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 an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the and not involving bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the HAICL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the bidder shall promptly notify the HAICL in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not

prevented by the Force Majeure event. If an event of Force Majeure continues for a period of one hundred and eighty (180) 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 goods/services already delivered or performed.

7.9 DISPUTES RESOLUTION

Amicable Settlement The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 60 days from the date of receipt of written notice, the matter shall be referred for Arbitration.

In case of any dispute, either party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings shall be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Client and other appointed by SI and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Chandigarh and following are agreed:

- (a) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- (b) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
- (c) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- (d) In case of any legal dispute between the bidder and HAICL, a court of competent jurisdiction at Chandigarh will be the hearing Court.

8. Appendix D – Distribution and Release

8.1 DISTRIBUTION LIST

The signed original of this document is held by the HAICL IT manager/Ad. GM HAFED. Other copies are distributed as follows:

Name	Division/Location
HAICL Evaluation Team	IT division HAFED/HAICL

8.2 RELEASE HISTORY

The release history for this RFP is as follows:

Date	Version No.	Author	Summary of Changes	Sections Affected
	0.1		Initial release	All
	0.2		Updates with track changes	All
	0.3		QA Review	All
	0.4		QA Review	All
	0.5		Final updates	All
	0.6		QA Review	All
	1.0		Final QA	All

ANNEXURE 1 – FORMAT FOR PERFORMANCE BANK GUARANTEE

Date

TOR No.:-

To,

.....

Dear Sir,

PERFORMANCE BANK GUARANTEE – For the Selection of SI for Retail Expansion HAICL, Haryana.

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as “Contract”) with you for Project for Selection of SI for Retail Expansion Plan of HAICL, Haryana, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder/Tenderer) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the contract value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the contract value (in words and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 6 months after the completion of the contract period (a minimum of 3 years & 10 months from the date of signing of contract), subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of Contract period. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against HAICL; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the contract value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the contract value. This Performance Bank Guarantee shall be valid only for the complete duration of the project from the Date of Signing of Contract; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before the completion of project.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2018.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation (Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

ANNEXURE 2 – CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT is made on the <> day of <> 2021

BETWEEN:

..... India hereinafter referred to as “HAICL” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

M/s <>, incorporated in India under the Companies Act, 1956 and having its registered office at <> (India) and place of business at <> hereinafter referred to as “The Company” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

WHEREAS

a) HAICL is desirous to select SI for Retail Expansion plan. For the purpose, HAICL floated Terms of Reference (TOR No. _____) for the Selection of SI for the said project.

b) The SI having represented to HAICL that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the TOR.

b) The following documents in relation with Terms of Reference issued for selection of SI shall be deemed to form and be read and construed as part of this Agreement viz:

- Terms of Reference (TOR) Process
- Scope of Work (SOW) Instructions to Bidders
- Proposal Evaluation Process
- Submission of Bids
- Terms & Conditions
- Award of Contract
- Payment Schedule
- All Annexure, amendments, supplements, corrigendum or clarifications thereto

c) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the SI

d) The mutual rights and obligations of the HAICL and the SI shall be as set forth in the Contract, in particular:

- The SI shall carry out the services in accordance with the provisions of the Contracts;
- The SI shall provide professional, objective and impartial advice and at all times hold the HAICL’s interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and

- HAICL shall make payments to the SI in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by: (Name and designation)

Authorized Signatory of the HAICL

Signed by: (Name and designation)

Authorized Signatory of the Company

ANNEXURE 3 - DECLARATION FOR SOURCE CODE AND INTELLECTUAL PROPERTY RIGHTS

I, authorized representative of _____, hereby solemnly affirm to the IPR and Source Code rights as defined in this TOR document.

In the event of any deviation from the factual information/ declaration HAICL, reserves the right to terminate the contract without any compensation to the SI.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

ANNEXURE 4: DECLARATION FOR COMPLETE RESPONSIBILITY

I, authorized representative of Bidder _____ for the purpose of bidding for "Selection of SI for Retail Expansion Plan, HAICL, Haryana". I, hereby solemnly affirm that we shall be solely liable and responsible for the completion and execution of the project in all respects.

In the event of any deviation from the factual information/ declaration HAICL, Government of Haryana, reserves the right to terminate the contract without any compensation to the SI.

Dated: Signed & sealed:

(Authorized representative of the firm)

Place:

ANNEXURE 5: DECLARATION FOR UNCONDITIONAL BIDDING DOCUMENTS

I, authorized representative of _____, hereby solemnly affirm that the Bid documents submitted as a part of technical and financial bid are unconditional in all respect considered for “Selection of SI for Retail Expansion Plan, HAICL, Haryana”.

In the event of any deviation from the factual information/ declaration HAICL, Government of Haryana, reserves the right to terminate the contract without any compensation to the SI.

Dated: Signed & sealed: (Authorized representative of the firm)

Place:

ANNEXURE 6: DECLARATION FOR NON-BLACKLISTING OR NON-DEBARMENT

I, authorized representative of _____, hereby solemnly affirm that the complete solution to accomplish the requirements of the TOR (and inter alia the SLAs) has been understood and has been factored in the documents submitted as a part of proposal/bid for "Selection of SI for Retail Expansion Plan, HAICL, Haryana".

I also confirm that the company is not Blacklisted or Debarred by any State / Central Government or any Government Institution in India. In the event of any deviation from the factual information/ declaration, HAICL reserves the right to terminate the contract without any compensation to the SI.

Dated: Signed & sealed: (Authorized representative of the firm)

Place:

ANNEXURE 7: DECLARATION FOR AUTHENTICITY OF DOCUMENTS SUBMITTED

I, authorized representative of _____, hereby solemnly undertake that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of technical and financial bids are in the same format as given in the TOR and shall not include any conditional statements.

In the event of any change/deviation from the factual information/declaration HAICL reserves the right to terminate the contract without any compensation to the SI.

Dated: Signed & sealed: (Authorized representative of the firm)

Place:

ANNEXURE 8: DECLARATION FOR CONFLICT OF INTEREST

I, authorized representative of _____, hereby solemnly undertake as to the existence / absence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with HAICL. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the TOR.

In the event of any change/deviation from the factual information/declaration HAICL, Government of Haryana, reserves the right to terminate the contract without any compensation to the SI.

Dated: Signed & sealed: (Authorized representative of the firm)

Place:

ANNEXURE 9: FINANCIAL BID

Cost Head	Minmum Users	Cost
Cloud ERP Subscription annual Cost	Financial: 30 Users Supply Chain : 30 Users	
POS application Cost	2000 Outlets	
POS Machine	2000 Machines	
Cloud ERP Implementation Cost		
POS Implementation Cost		
5 Post GO-LIVE Support (ERP+ POS)		
5 Year Warranty Support (ERP+ POS)		
CRM implementation cost per year		

1. Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal
2. The Financial Proposal is without any condition.
3. The rates quoted by the bidder shall be inclusive of prevailing Govt. duties and taxes, (if any) and other duties and taxes levelled by the State from time to time. Bidder shall be responsible for all statutory and regulatory compliance and for obtaining any permits, licenses or other statutory documents required by Government /HAICL authorities in connection with the supply of the Goods.
4. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses.
5. The offer price quoted by us is inclusive of all not specifically mentioned in the document, but essential for successful completion of assignment.
6. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder: Address