

RFP for Engagement of Banking Institution for Centralize Banking

Notice Inviting Tender (NIT): //MP TRIFAC/2018

1. Disclaimer

All information contained in this **Request for Proposal (RFP)** provided is in the good interest and faith. This is neither an agreement and nor an offer/invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

MP Trade and Investment Facilitation Corporation LTD, Bhopal herein referred as MPTRIFAC reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. MPTRIFAC also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. MPTRIFAC reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of MPTRIFAC (<http://www.mptrifac.org/>). Neither MPTRIFAC nor their employees and associates will have any liability to any prospective Bidder interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of MPTRIFAC or their employees and Prime Bidder/ Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any Bidder as part of RFP process is confidential to MPTRIFAC and shall not be used by the Bidder for any other purpose, distributed to, or shared with any other person or organization.

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3. Abbreviations

Abbreviation	Description
EMD	Earnest Money Deposit
FY	Financial Year
LoI	Letter of Intent
MPIDC	Madhya Pradesh Industries Development Corporation
MPTRIFAC	Madhya Pradesh Trade and Investment Facilitation Corporation
MIS	Management Information System
MoU	Memorandum of Understanding
NIT	Notice Inviting Tender
PQ	Pre-Qualification
RFP	Request for Proposal
SLA	Service Level Agreement
SP	Service Provider
SPOC	Single Point of Contact.

4. Request for Proposal

Sealed bids are invited from eligible, reputed, qualified bidders with sound technical and financial capabilities, as detailed out in the Scope of Work under this RFP Document.

The intent of this (Request for Proposal) RFP is to invite proposals from the Agencies/Companies (also referred to as bidders) to enable the MP TRIFAC for RFP for Engagement of Banking Institution for Centralize Banking.

4.1. Fact Sheet

S.No.	Items/Events	Description
a)	Cost of Bid document	INR 5400/- (non-refundable, inclusive of GST) to be paid online
b)	Earnest Money Deposit	INR 1,00,000.00/- (One Lacs Only) to be paid Online
c)	Sale of Bid Document	Can be downloaded from the websites, https://www.mpeproc.gov.in/ , www.mptrifac.org from Date 06/11/2018
d)	Last date and time for Purchase of Tender	Date : 26/11/2018 3 PM
e)	Date and Time for Pre-Bid Meeting	Date : 20/11/2018 3:00 PM Place : MP TRIFAC,CEDMAP BHAWAN, 16-A, Arera Hills Bhopal -462001 (Madhya Pradesh)

S.No.	Items/Events	Description
f)	Online Bid Submission Last Date (EMD, Financial Bid)	Date : 26/11/2018 3:30 PM
g)	Presentation	Will be informed to shortlisted bidders
h)	Financial Bid Opening	Date : 26/11/2018 4:30 PM

4.2. Pre-Bid Meeting

MP TRIFAC will host a pre-bid meeting as per the schedule given in this RFP to provide clarifications sought by the bidders.

Bidders are permitted to submit their queries through e-mails to MP TRIFAC at Investor facilitation@mptrifac.org in Format 4 at least two days before pre bid meeting date and time.

*Any future Corrigendum/Information/Reply to Pre-bid Queries shall be posted only on website <http://www.mpeproc.gov.in>

4.3. Structure of the RFP

This RFP is meant to invite proposals from interested bidders (service providers) capable of delivering the services described herein. This Request for Proposal document consists of five Sections viz:

Section I : Introduction to MPTRIFAC

Section II: Proposal Preparation

Section III: Proposal Submission

Section IV: Bid Evaluation Criteria

Section V: Contract Finalization and Award

5. Introduction to MP TRIFAC

MP TRIFAC is Nodal Agency for Investment in the State. It is largely responsible for providing facilitation, Infrastructure, Incentives and hand holding services to investor in State. There are few IT related activities which are being carried out here like Integrated Investor Lifecycle Management System, PMO's Project Monitoring Group (Central/State portal), Intention to Invest (Single Window) etc.

As a step towards e-governance, MPTRIFAC desires to develop a new comprehensive system for all of its business processes and functional units which will eventually cut down time taken by manual processes thus enabling optimized resource utilization.

The purpose of this tender is to hire an agency for centralized banking, as per the details listed out in this document.

5.1. Objectives of the Project

The main objectives are:

Madhya Pradesh Industries Development Corporation (MPIDC) is the nodal agency for investment promotion and facilitation in Madhya Pradesh, MPIDC is the single company formalized after merger of all AKVNs (Adhyogik Kandra Vikas Nigam).

It is envisaged that a single bank account would be made operational for MPIDC in which funds would be received and distributed.

6. Proposal Preparation

Bidder is expected to examine all instructions, forms, terms and requirements of this RFP document and prepare the proposal accordingly. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect may result in the rejection of proposal.

The proposals should be submitted to MP TRIFAC in three parts as mentioned in the following sections:-

6.1. Tender Document Cost and Earnest Money Deposit

Tender Document Fees and e-procurement processing Fees (non-transferable & non-refundable) must be paid online at e-procurement portal (<http://www.mpeproc.gov.in>).

EMD must be paid online at e-procurement portal (<http://www.mpeproc.gov.in>).

6.2. Pre-Qualification (PQ)

Following documents shall be a part of PQ :

1. Bid Form on the bidder's letter-head as per Format 1: Bid Form
2. A duly notarized Power-of-Attorney/ Board Resolution granting the person signing the proposal the right to bind the bidder and bidder's registered address including person's name, designation, email, phone, fax and mobile number for official correspondence.
3. Bidder/Company Profile as per Format 2: Bidder's Profile
4. Certificate of Incorporation if any or relevant registration documents.
5. Audited annual financial results (balance sheet and profit & loss statements) of the bidder for the last three financial years (FY 15-16,16-17, 17-18)

6. Undertaking by the bidder for not being blacklisted by any State / Central Govt., as per Format 3: Declaration Regarding Clean Track
7. Permanent Account Number (PAN) from Income Tax authorities of bidder along with certified photocopy
8. GST Details of bidder
9. Other documents as mentioned in the Pre-Qualification Criteria section of this document.
10. The team composition, including SPOC and escalation matrix, as proposed by the bidder.

6.3. Commercial Proposal

The Commercial Proposal should be submitted as per Format 6: Commercial Bid Format.

7. Proposal Submission

The bidder would be responsible for registration on the e-procurement portal (www.mpeproc.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.

The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

The Bidder shall submit the proposals online as described below-

Pre-qualification – Scanned copy in PDF file format, signed on each page and comprising of maximum of 3 volumes (if required), with file name clearly mentioning: **“Pre-Qualification for RFP part-1/2/3”**

Commercial Proposal –“Format 6: Commercial Bid” in excel format, with file name clearly mentioned.

Prices should not be indicated in the Pre-Qualification. If found bids are liable to be rejected.

In case of discrepancy between amount given in words and figures, the details given in words shall prevail.

All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words, in Indian Rupees Only.

The Bidder is allowed to submit only one proposal against this RFP. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. References of on-going

Proposals will be not considered. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

8. Bid Evaluation Criteria

8.1. Pre-Qualification Criteria

S.No.	Criteria	Valid Supporting Documents/Information to be submitted as criteria Validation
1.	The service provider should be a Scheduled Commercial Sector Bank (registered and regulated by the Reserve Bank of India, under the Banking Regulations Act, 1949 (10 of 1949) / any other enactment).	Service Provider should submit the following: a) RoC b) Copy of GST Registration Certificate. c) Copy of PAN
2.	The Service Provider shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of the bid.	Undertaking in this regard by the authorized signatory of the bidder
3.	Service provider should be authorized by Reserve Bank of India (RBI) to provide Electronic Payment Aggregation Services as applicable.	Valid Documentary proof should be submitted
4.	Service provider should have been providing similar services for at least three years (FY 2014-15, 2015-16, 2016-17) to at least Five (05) large institutions covering Government/Public Sector Undertakings out of which a minimum two (02) should be Government organizations/Trusts set up by the Govt. / Govt. Autonomous organizations/ Govt. Departments which receive funds from overseas (foreign contributions) through the Payment Gateway,	Service Provider should submit the following: i. Purchase Order / Work orders mentioning project value. ii. Project Completion Certificate from the client in case of completed projects. Ongoing Project with time involvement of more than 6 months would be considered for evaluation Refer Format 5
5.	Service Provider should also be able to provide payment through standing instructions on bank account and credit card.	Undertaking from Competent Authority should be submitted
6.	Service provider should have the facility to intimate payment received and other related information through SMS alert.	Valid Documentary proof should be submitted
7.	The service provider should have the applicable globally accepted certification for information security like VeriSign etc	Valid Documentary proof should be submitted

S.No.	Criteria	Valid Supporting Documents/Information to be submitted as criteria Validation
8.	Authorization from RBI for offering payment gateway services	Valid Document Proof should be submitted

8.2. Commercial Evaluation Criteria

The commercial bid has to be provided based on the format provided in the RFP.

After the 3 year contract period, the contract can be further extended for a period of 12 months, at a maximum increment of 10% on the agreed rates on similar terms and condition, on a mutually agreeable basis.

8.3. Overall Evaluation Criteria

The Bids received will be evaluated using Bid Evaluation Process set by management of MPTRIFAC

8.4. Bid Evaluation Committee

The bid evaluation committee constituted by MP TRIFAC shall evaluate the bids. This may involve the representations from field and/or other department's experts. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final and binding to the bidders

8.5. Pre-Qualification Evaluation

Pre - qualification bid documentation shall be evaluated as under:

The evaluation committee will check if the bidder has deposited the EMD along with the Pre-qualification documents and the same are found to be in order.

The documentation furnished by the bidder will be examined prima facie to see if the bidder's capacity, skill base and other attributes as claimed therein are consistent with the needs of this project.

MP TRIFAC may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.

8.6. Commercial Evaluation

Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.

Only the commercial bids of those bidders qualified in all PQ categories shall be opened. Commercial bids of the non-responsive bidders will not be opened.

The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfill the mandatory eligibility criteria.

9. Contract Finalization and Award Criteria

9.1. Issuance of Lol

MP TRIFAC shall notify the selected bidder, through a Letter of Intent (Lol), that its bid has been accepted. The letter of intent will be accompanied by the proforma for contract, incorporating all agreements between the parties.

After issuance of LOI if the successful bidder denies to accept the Lol or denies to execute the project, then the EMD will be forfeited and bidder will be blacklisted.

9.2. Signing of Contract

Successful Bidders shall sign and date the contract and return it to MP TRIFAC within 15 days of receipt of the Lol.

Selected bidder will initiate the execution of the work as specified in the agreement.

10. Scope of Work

MPIDC is the nodal agency for investment promotion and facilitation in the state of Madhya Pradesh, MPIDC is the single company formalized after merger of all AKVNs (Adhyogik Kandra Vikas Nigam).

It is proposed that a single bank account would be made operational for MPIDC in which funds would be received and distributed.

Scope of work shall include following but not limited, it may increase or decrease:

1. Multiple payments modes including bulk payments etc.
2. MIS reports as per the requirements of MPIDC.
3. Salary payment processing.
4. Multilevel authorization and disbursement.
5. Head office can set limits for Region & also view their reports of transactions.
6. Each units can see only the data pertaining to only particular units.
7. The online Bank system to be integrated with MPIDC to process all transactions via auto mode.
8. The payments to be made real time basis.
9. Pre-mapping of TDS challan to process with feature value date if required.
10. Tax payments should be process via digital certificates and authentications.
11. Reverse MIS should be auto mode for reconciliation.
12. No float commitment would be given to the bank in which the said account would be opened.
13. It is expected that the banks would provide the best features at no extra cost which may also include customized integrations and interfaces if required.
14. Other features of centralize banking solutions.
15. Direct payment reconciliation.

10.1. Acceptance Criteria

MP TRIFAC will accept the commissioning Go-Live only after verification of all scope mentioned above along with validation of data, user acceptance test and development of SOP and user manual.

The specifications detailed out above are **indicative**. The bidder shall confirm to **equivalent or better specifications**.

A team comprising of representatives from MP TRIFAC will verify satisfactory performance.

10.2. Service Level Requirements (SLR)

Parameters for Service Level Agreements & compliance

The Bidder will ensure meeting of following SLA parameters and will enter into an agreement with MP TRIFAC on SLA parameters indicated below.

General Conditions

1. Annual action plan with all concerned activity break up is to be submitted by the agency within 20 days of signing of agreement.
2. Payment will be released on submission of bills after verification and evaluation of work done against set criteria and milestones/timelines
3. Successful bidder or its representative should be available for discussions, presentation, meetings as per the requirement of MPRIFAC.
4. All documents will be signed off by MP TRIFAC's authorized representative.

10.2.1. Penalties

1. If the project activities are not initiated within 2 months from the date of signing of contract, the contract is liable to be terminated and bank guarantee would be forfeited.
2. Non delivery of any of the parameter will lead to penalty of max 5% of total contract. Amount.
3. In case the agency is levied with penalty of "5%" for more than three times, then the contract will be treated as terminated. The penalty may be imposed at any stage of work of any amount maximum to 5%.
4. In case of any disputes decision of MD , TRIFAC would be final and abiding on the bidder

11. Exit Management

The Service provider has to support an orderly, controlled transition of responsibility for the provision of the services/ from the Service provider to the new Service provider without any disruption in the services to MP TRIFAC. The Service provider is required to submit the Exit Management Plan 3 months before the completion of the contract. The Exit Management Plan shall be based on mutually agreed terms between Service provider and MP TRIFAC.

MP TRIFAC can:

- i. Continue using the solution, in case the bidder opts to transfer the solution to MP TRIFAC, however, MP TRIFAC reserves the right of refusal to continue with the solution.
- ii. Extend the contract, based on same terms and conditions of this RFP. MP TRIFAC, however, reserves the right to re-negotiate terms of the contract. If the contract is extended beyond the defined period 10% price can be increased for the delivery of services.

12. Governance Structure

12.1. Bidder's Responsibilities

1. To submit Pre-Qualification documents as required.
2. To understand the Scope of Work and the expected Outcomes & Deliverables.
3. To obtain necessary clarifications during Pre-Bid meeting, for preparing a comprehensive Proposal.
4. To provide necessary collaterals to substantiate RFP response.
5. To present the salient features of RFP response to facilitate evaluation.
6. To prepare various deliverables as per requirements for the respective phase.
7. To develop system as per committed plans and timelines.
8. To ensure Quality Assurance of the system.
9. To deploy the system as per committed Deployment plan.
10. To monitor Risks and mitigate them continuously.
11. To complete User Acceptance & Sign-Off for phase wise functionalities.
12. The Customization of the application using the infrastructure of the Service provider.
13. Submission of the reports to department on project progress on weekly basis.
14. Configuration management of the system during O&M period.
15. The Service provider shall design a detailed training program for the staff users.
16. Deliver the deliverables as per the contract terms and conditions.
17. Responsibility of getting sign-off on deliverables and phases from MP TRIFAC.
18. Adding value to the Functional Requirements provided in the RFP.
19. Responsibility to conduct further research on process reform.
20. Bring to the attention of the Government for GPR opportunities

12.2. MP TRIFAC's Responsibilities

MP TRIFAC will have the overall responsibility for the smooth implementation of the project.

- To participate in Program Governance processes as and when required.
- To facilitate process changes as required for Application deployment.
- To provide acceptance & sign-off for the deployed system and Deliverables
- To process the payments to the bidder.
- Any other activity, as may be necessary for successful project implementation.

13. General Conditions of Contract

Language of Bids

All Proposals, correspondence and documents related to proposals, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English language.

Compliance & Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP Document is not transferable to any other bidder.

Signing of Communication to MP TRIFAC

All the communication to MP TRIFAC including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the bid.

Amendment of Bid Document

At any time prior to the deadline for submission of bids, MP TRIFAC for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website (<http://www.mptrifac.org/>) and bidders are requested to visit the website for updates. The

Amendments will be binding on bidders. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids. Any modification in submitted proposals will not be considered.

Bid Validity

All the bids must be valid for a period of 180 days from the last date of submission of the RFP for execution of Contract Agreement. However, the quoted rates should be valid for the initial/ extended period of the contract from the effective date of the Contract Agreement. No request will be considered for price revision during the contract period.

Timeline for Submission of Bids

Bids must be received by the Tendering Authority at the address, no later than the time and date specified in the Tender Notice. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day. However, the Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders will thereafter be subject to the deadline as extended.

Clarification of Commercial Bids

The Tendering Authority may at its discretion discuss with the Tenderer(s)/Bidder(s) to clarify contents of financial offer.

Right to Terminate the Process

MP TRIFAC may terminate the RFP process at any time and without assigning any reason. MP TRIFAC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by MP TRIFAC.

Disqualification of Bids

MP TRIFAC may at its sole discretion and at any time during the processing of tender, disqualify any bidder from the tendering process if the bidder has:

- Not submitted EMD as per specified timelines.
- Submitted incomplete bid and not in the specified format.
- Made misleading or false representations in the forms, statements and attachments submitted.

- If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or non-responsiveness.
- Failed to provide clarifications related thereto, when sought.
- Conditional bids will be summarily rejected.
- Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

Right to Accept/Reject any or all Proposals

MP TRIFAC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for action of MP TRIFAC.

Contract Duration

The bidder will be required to sign a contract which would be valid for a period of 3 Years. The contract may be extended up to 2 years, as may be agreed upon mutually by MP TRIFAC and the successful bidder.

Late Proposal

The bidder will not be able to submit the proposals after final submission date and time is over. The EMD of such proposals will be returned to the Bidder.

Modification & Withdrawal of Proposal

The Bidder is not allowed to modify its proposal subsequent to the final submission of proposals. The Bidders cannot withdraw the proposal during the period between the last date for receipt of proposals and the expiry of proposal validity period specified in the RFP. A withdrawal of proposal during proposal validity period may result in the forfeiture of its EMD from the Bidder.

Penalties

If the Bidder fails to deliver within the agreed time-period, then MP TRIFAC shall be entitled to impose penalties, as mentioned in Clause 9.2: Service Level Requirements (SLR) of this RFP. Once the maximum is reached, MP TRIFAC may consider termination of the Contract.

Limitation of Liability

- Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.
- The total cumulative liability of the Service provider arising from or relating to this Contract shall not exceed the Total Contract Value, which gives rise to such liability provided, however, that this limitation shall not apply to any liability for damages arising from:
 - Willful misconduct or Indemnification against third party claims.
 - Gross Negligence

Bid Security / EMD

- The bidder shall furnish a bid security (EMD) of INR 500000 (Five Lacs).
- The Bid Security (EMD) shall be in Indian Rupees (INR) and shall be paid online
- The EMD shall be valid for at least 180 (one hundred and eighty) days from the date of submission of proposal. No interest shall be payable on EMD under any circumstances.
- Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (sixty) days of expiration of the period of proposal validity prescribed by the Tenderer or after awarding tender to successful Bidder.
- The successful Bidder's EMD shall be discharged upon the signing of agreement by the Bidder, and submission of Performance Guarantee.
- The Bid security will be forfeited at the discretion of Tenderer on account of one or more of the following reasons-
 - The Bidder withdraws its Proposal during the period of proposal validity
 - Bidder does not respond to requests for clarification of its proposal
 - In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.

- In case of successful bidder, the bidder have to submit the Performance Security, as defined in this RFP

Performance Security

The Bidder shall at his own expense, deposit with MP TRIFAC , within Fifteen (15) working days of the date of notice or award of the contract or prior to signing of the contract, whichever is earlier, a Performance Security of INR 10 lakh (INR 10,00,000/-) ,in the form of Bank Guarantee (BG) from a Scheduled/ nationalized Bank. Payable on demand, for the due non-performance and non-fulfilment of the contract by the bidder. This Performance Security of INR 10 lakh (INR 10,00,000/-),would be issued in favour of MD, MP TRIFAC payable at Bhopal.

All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder. The BG shall be valid for a period of 36 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. Also, the same shall be extended to the extent that it remains valid for at least 3 months after the expiry of the contract.

The bidder will also be required to further extend the BG, in case the MP TRIFAC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.

The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, MP TRIFAC reserves the rights to terminate the contract, and forfeit the BG.

Bid Prices

- The bidder shall express their bid prices using the price schedule form provided in the bidding document Format 6: Commercial Bid Format. All costs and charges related to the bid shall be expressed in Indian Rupees. Prices indicated in the Price Schedule shall be entered in the following manner:-
- The Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of the services offered.
- Prices shall be exclusive of all Taxes (taxes, duties, charges, levies etc.) except applicable Service Tax, which shall be payable extra on prevailing rates.

Payments

. The process to be followed will be as under:

- The MP TRIFAC shall pay all invoices within 30 days from the date of receipt of verified invoice (from concerned AKVN) .
- All taxes deductible at source, if any, at the time of release of payment, shall be deducted at source as per the current rate while making any payments.
- The invoice amount would be paid after the evaluation of performance against both the deployment, operational and SLAs and after deducting penalties, if any.

Resolution of Disputes

MP TRIFAC and the successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, MP TRIFAC and the successful bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

In case of a dispute or difference arising between the MP TRIFAC and the successful bidder relating to any matter arising out of or connected with the agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be in English.

Applicable Law

The contract shall be interpreted in accordance with appropriate Indian laws and the jurisdiction would be BHOPAL district court.

Taxes and Duties

The bidder shall be entirely responsible for all other taxes, duties, license fee, Octroi, road permits etc. No increase in base rates will be allowed during the period of the contract.

Ownership and Use of Data

MP TRIFAC holds exclusive rights to all data captured by the system. The bidder cannot sell or use data for its own research or benefit without prior approval granted from the MP TRIFAC.

Bidder may be required to sign a Non-Disclosure Agreement in this regard.

Termination for Default

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder terminate the Contract in whole or part:

(a) If the successful bidder fails to deliver any or all of the services within the period(s) specified in the Contract.

(b) If the successful bidder, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Tendering Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

Consequences of Termination

In Circumstances mentioned above the Tendering Authority may forfeit the security deposit / Guarantee.

Termination for insolvency

The Tendering Authority may at any time terminate the Contract by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Tendering Authority.

Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, penalties, or termination for default if and to the extent that its 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 Bidder and not involving Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, act of god, riots, strikes, change in relevant government policy etc.

If an event of Force Majeure continues for a period of ninety (90) 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.

Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

Binding Clause

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned in RFP; or
- To reject any or all the tender/s without assigning any reason whatsoever thereof or to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision

Interpretation of the Clauses

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

14. Special Conditions of Contract

Sub-Contracting

Sub-contracting is not allowed under this RFP.

Infrastructure arrangement by Bidder

The Bidder shall assess and make his own arrangements for infrastructure which includes necessary hardware, system software and transportation of personnel deployed by him,

security at the site in addition to the men, machine and material. The bidder should assess the capacity planning and assessment for the solution taking into account the entire period, and shall update/replace the hardware for resources, in order to meet the Service Level Requirements of the solution.

Risk Purchase

In case of breach of any of the conditions of the agreement or delay in supply or failure to implement at bidder's own quoted rates, MP TRIFAC may at its option, take any or all of the actions detailed below:-

- Implement / Purchase from elsewhere on bidder's Risk or Account the entire or the remaining items and services.
- Forfeit either wholly or the part of the service charges/ security deposits.
- Taking of such other action against the bidder including legal action for breach of contract.
- Levy of penalties or with-held payment to the extent of services not provided.

Compliance to Guidelines

- Bidders to ensure incorporate the guidelines as a must for the project. It should comply with guidelines issued by Central / Madhya Pradesh State Government Authorized Agencies from time to time.

Warranties & Intellectual Property Rights (IPR)

- Bidder must ensure that they have all necessary licenses, approvals, consents of third Parties/principle manufacturers and all necessary technology, hardware and software to enable it to provide the solution.
- Intellectual property in anything developed by the Solution Provider specifically and exclusively for MP TRIFAC, and based on the information or data owned by MP TRIFAC, shall vest with MP TRIFAC. The source code along with administrative passwords of the application is required mandatorily by the MP TRIFAC. MP TRIFAC will have the IPR for all the functional processes and process flows.

Remuneration to Employees of Bidder

MP TRIFAC will have NO obligation to pay any remuneration, reimbursements or incentives to

employees or members of the Bidder. All the payments due to them shall be paid only by the Bidder.

Insurance Coverage

Bidder shall procure insurance policies to include requisite insurance coverage as applicable including but not limited to Comprehensive General Liability Insurance and / or third party accident insurance to safeguard any eventuality while the employees of the Bidder are on duty.

Compliance to Labour laws

The Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

No Outsourcing by Bidder

The selected Bidder will undertake to provide Services required in this RFP to the MP TRIFAC and will not outsource or subcontract any or all of the services being offered to MP TRIFAC to any agency or to agency fully / partly owned by the Bidder.

- Service unavailability resulting from loss of network availability can be excluded from service availability calculations, if the network availability loss is caused by any factors beyond control, such as natural disasters, IP transit provider or end user's portion of the network failure the same shall not be counted as downtime.
- SP shall retain authorization logs, non-repudiation logs and transaction records for the entire period of contract.
- All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with central, state and local laws.
- SP shall certify that online financial transactions shall be based on secure data transmission and a standard public-and-private key encryption system that encrypts the user's submission of private financial data before it leaves their web browser. The data must remain encrypted throughout transmission until it's safely received at the intended server where it is decrypted and processed. The required licenses shall be the at the cost of the SP.
- SP shall ensure that appropriate security measures are put in place to protect MPTRIFAC's internal systems from intrusions and other attacks while conducting e-Payment transactions, whether internal or external, e.g., message interception, tampering, redirection, or repudiation or while pulling data from or pushing data into MPTRIFAC server. SP shall ensure compliance with international information security

standards and best practices.

- Any information and/or data obtained by the SP from MPTRIFAC or the contributor shall be stored in a place physically secure from access by unauthorized persons. SP shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by SP in providing the product(s) and service(s) under this contract shall be secure and equipped with reasonable precautions against damage.
- Throughout the term of this contract, MPTRIFAC shall have the right at any time to inspect SP's transaction records for MPTRIFAC charges and associated SP fees. Any such inspection shall be made during regular business hours and comply with any reasonable security and confidentiality procedures of SP. MPTRIFAC can get audited all or any of such accounts as per their discretion.
- SP shall provide MPTRIFAC with the capability to securely access, via password-protected site, to transaction information.
- Payment services must offer fraud screening tools to reduce fraudulent transactions. This includes address verification, card code value (CVV) verification, expiry date of the card, date of birth etc. to ensure that the payments made via payment service are legitimate.
- The payment service should adhere to certain standards such as VeriSign Secured/ VBV/ Secure Code.
- All the contributor payment issues (including refund of failed transactions) should be resolved within a period of 2 working days.

15. Formats and Templates

Format 1: Bid Form

(To be submitted on letterhead of the Bidder)

To,
Managing Director
MP TRIFAC Ltd.

Dated -----, 2018

Bhopal (M.P.)-462011.

Ref: "RFP for Engagement of Banking Institutions for Centralize Banking," against tender No. _____

Dear Sir,

Having examined the tender document of RFP for Engagement of Banking Institutions for Centralize Banking, as detailed in the tender document, Terms & Conditions and scope of procurement, Specifications etc., and having understood the provisions and requirements relating to the procurement and all other factors governing the tender, We hereby submit our offer for the tender document of RFP for Engagement of Banking Institutions for Centralize Banking, , in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying financial Bid.

We accept the RFP document and if we fail to complete the delivery as per the order, we agree that, MP TRIFAC shall have full authority to forfeit the earnest money/Performance Security and cancel our order with no obligation on their part.

We confirm having deposited earnest money of INR 1,00,000/- (INR One Lakhs only) online through e-procurement portal.

Signature of the Bidder

With stamp and date

Format 2: Bidder's Profile

(To be submitted on letterhead of the Bidder)

TECHNICAL PROPOSAL SUBMISSION FORM	
Section 1: Organizational Details/Personal details	
1.1 Name of the Firm/ Organization/ Individual	
1.2 Address of the Head Office:	
1.3 Address of the Project Offices:	
1.4 Telephone, Fax and Email details	
1.5 Name and Designation of the Authorized Representative of the renderer to whom all the references shall be made :	
1.6 Address, phone, fax and email of the Authorized Representative	
Section 2: Subject Area	Reference page
2.1 Area of Expertise:	
Section 3: Registration Details	Reference page
3.1 Registration no. and date:	
3.2 PAN/TAN card number details	
3.3 GST registration	

3.4 Any other registration	
Section 4: Experience & Profile	
4.1 Summary of similar projects executed successfully in the past years; focusing on brief descriptions of assignments and experience in similar conditions.	
(i) Project title	
(ii) Source of funding	
(iii) Implementing partners (if any)	
(iv) Project duration	
(v) Project budget	
(vi) Project brief	
Section 5: Turnover of last three years (submit audit report/balance sheet) and Net Worth	
5.1 Turnover of last three years (submit audit report/balance sheet)	
Year 1 (FY 2015-2016)	
Year 2 (FY 2016-2017)	
Year 3 (FY 2017-2018)	
5.2 Net Worth as on 31/3/2018	
Section 6: Earnest money deposit (Bid Security) and validity	
6.1 Details of Earnest money deposit	

(i) Amount of EMD	
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Signature of the Bidder

With stamp and date

Format 3: Declaration Regarding Clean Track

(To be submitted on letterhead of the Bidder)

To,
Managing Director
MP TRIFAC Ltd.

Dated -----, 2018

Bhopal (M.P.)-462011.

Ref: "RFP for Engagement of Banking Institutions for Centralize Banking," against tender No. _____

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding "RFP for Engagement of Banking Institution for Centralize Banking".

I hereby declare that my company has not been debarred/black listed by any Government/Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has been made.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

Place:

Bidder's signature

Date:

with seal.

Format 4: Request for Pre-bid Clarifications

Bidder's Request for Clarification No.	
Name of Organization	
Name & position of person	
Full formal address including phone, mobile and email	

Sl. No.	Page No.	Clause No.	Clause heading	Query / Clarification sought	Suggestion

Format 5: Project Experience

(To be submitted on letterhead of customer separately for every similar kind of project)

S. No	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details including email-id.	
Brief Description of scope of Project		
3	Contract Value of the project (in Croorputes)	
4	Total cost of the services provided (by the Bidder)	
Project Details		
5	Name of the project	
6	Start Date/End Date	
7	Date of Go-Live	
8	Current Status (work in progress, completed)	
9	Contract Tenure	
10	Brief Scope of Work	
11	Number of Agents.	

Signature of Customer:

Name of Customer:

Seal of Customer:

Format 6: Commercial Bid Format

To,
Managing Director
MP TRIFAC
Bhopal (M.P.)-462011.

Dated -----, 2018

Ref: "RFP for Engagement of Banking Institution for Centralize Banking" against tender No

Sir/Madam,

With reference to tender document, we submit our commercial bid as under -

FORMAT FOR COMMERCIAL BID - Bill of Material

S.No.	Items	Rate
1.	Total Solution Cost (including customization)	
2.	Transaction Charges	
	Grand Total	

Note:

1. GST shall be paid extra by the Department.