



MYSORE SALES INTERNATIONAL LIMITED

(A Govt. of Karnataka Undertaking)

36, Cunningham Rd, Vasanth Nagar, Karnataka 560052

Short term Tender Notice

Call-2

(<https://kppp.karnataka.gov.in>)

INVITATION OF BIDS (VOLUME -1)

***Appointment of Agency for implementing
Enterprise Resource Planning (ERP) for MSIL***

SCHEDULE OF DATES FOR TENDER PROCESS

Date of Notification	:	15-11-2025
Date of Publish on e-portal	:	14-11-2025
Pre-Bid meeting	:	18-11-2025 at 3:30 PM
Last Date for submission of Tender	:	21-11-2025 at 5:00 PM
Opening of Tender Technical Bid	:	24-11-2025 at 11:00 AM
Earnest Money Deposit	:	6.00 Lakhs

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PART A: DISCLAIMER

This RFP is being issued by Managing Director, MSIL for inviting Bids for ***"Appointment of Agency for implementation of Enterprise Resource Planning (ERP) Solution for MSIL"*** on such terms and conditions as set out in this RFP document.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. Each Bidder shall conduct his own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The Authority reserves the right not to proceed with the appointment of Agency (SI) or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, or submitting a proposal.

SECTION I- NOTICE INVITING TENDER (NIT)

Mysore Sales International Limited

Request for Proposal (RFP) for “***Appointment of Agency for implementation of Enterprise Resource Planning (ERP) Solution for MSIL***”

Bids are invited from reputed entities willing to work as Agency for “***Appointment of Agency for implementation of Enterprise Resource Planning (ERP) Solution for MSIL*** ” and possessing relevant capabilities as per the eligibility criteria specified in the RFP.

The Bid Document can be downloaded from the GoK e-Procurement (<https://kppp.karnataka.gov.in>) Website on payment of prescribed fee noted against each item of work (non-refundable) in the form of e- Payment through e-Procurement Platform.

The last date for Submission of Bid through GoK e-procurement portal is on

21-11-2025 @ 17:00 HRS

Earnest Money Deposit: 6.00 Lakhs

For further details please visit the Bid section of GoK E- Procurement portal.

The interested parties are requested to send queries if any to email: hoaccounts@msionline.com.

Sd/-

Authorized Signatory

SECTION -2: INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

- 1.1 The **Mysore Sales International Limited** (Referred to as Authority/Authority in these documents) invites Bids following Three Cover Bid procedure, from eligible Bidders, for ***“Appointment of Agency for implementation of Enterprise Resource Planning (ERP) Solution for MSIL”***.
- 1.2 The Scope of the project will broadly include the following, and is provided in detail in the Terms of Reference
 - 1.2.1 The MSIL has identified that implementing an Enterprise Resource Planning (ERP) solution will benefit and provide a comprehensive process improvement tool to MSIL. The detailed functional & technical requirements have been detailed under Volume 2 of the RFP. It is proposed to appoint an Integrator (SI) to implement the said ERP solutions under this RFP, but not limited to:
 - a. Agency to build and deploy ERP solution to modernize process at MSIL so as support to gear up to meet the growing demand for automation of process.
 - b. Implementation of full-fledged ERP solution to be named as Integrated Information System in all the departments at Head Office of MSIL. MSIL intends to bring in latest solutions to modernize business processes through the use of information technology and to make it accessible through internet and roll it out to head office.
 - c. The solution shall help MSIL in better product management, improved reporting, dissemination of information. Beside this, SI shall integrate core activities of the Department, by way of automated business processes and work flow system and to facilitate informed decision making, using electronic information database, captured while working through the system.
 - 1.2.2 Total project duration is 3 years which include six months of implementation and 2.5 years of maintenance.

2. Eligible Bidders

- 2.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
- 2.2 A bidder is an entity that participates in the bidding. The bidder can be a consortium of maximum 2.

3. Qualification of the Bidder:

- 3.1 All Bidders shall provide the requested information accurately and in sufficient detail in **Section 3: Pre - Qualification information (Annexure -5)**.
- 3.2 The Bidders shall be a single entity that fulfils the below-mentioned pre-qualification criteria.
- 3.3 To pre-qualify for award of this contract, each Bidder in its name should have in the last five years:

#	Eligibility Criteria	Document Proof
A	Pre - Qualification for Agency	
A.1	The Lead Bidder must be registered company in India and should be in the business & have been operational at least for last 5 years as on date of bid submission. (FY 20-21 to FY 24-25)	Applicable to sole bidder or lead bidder: <ul style="list-style-type: none"> • Copy of Certificate of Incorporation / Registration under companies Act, 1956/2013 and its subsequent amendments. • Memorandum and Articles of Association • GST registration certificate
A.2	<p>The Lead Bidder should have a minimum average annual turnover of INR 10 Crores from the operations of ERP / IT/ ICT services in any of the two years of the preceding Three Financial years. (FY 21-22 to FY 24-25)</p> <p>In case of consortium partner the consortium partner should have a minimum turnover of 20% of the stated turnover.</p>	Applicable to sole bidder or lead bidder: <ul style="list-style-type: none"> • Audited statement for last 3 financial years of the bidder • Certificate from the Chartered Accountant/ statutory auditor clearly specifying the annual turnover from the operations.
A.3	The Lead Bidder or any consortium partner should have experience in executing at least one project covering Implementation of at least one similar ERP Project of value not less than INR 5,00,00,000.00 for any State Utility/ PSU in the last 5 years	<ul style="list-style-type: none"> • Copies of Work Order and other relevant documents establishing proof of work implementation
A.4	As on date of the submission of the proposal, the Lead or consortium bidder should not be black listed or debarred by Central/State governments/PSU in India	<ul style="list-style-type: none"> • Undertaking from the authorized signatory of the bidder as per the format in Section 3
A.5	The Bidder shall possess a valid ISO 9001:2015 certificate at the time of bidding. The bidder shall be CMMI	<ul style="list-style-type: none"> • Copy of relevant valid certificates

	Level 3	
A.6	Manufacturing Authorization Form to be submitted by the Bidder in the OEM's letter head	<ul style="list-style-type: none"> MAF in OEM's letter head signed by Authorized Signatory
A.7	No deviation letter with respect to TOR	<ul style="list-style-type: none"> Confirmation in OEM's letter head duly signed by the Authorized Signatory
A.8	The proposed ERP OEM should be commercially off the shelf product and should have global presence. A minimum of 5 ERP projects implemented globally needs to be provided.	<ul style="list-style-type: none"> Purchase Orders copies of the OEM , globally, shall be submitted.
A.9	The ERP OEM should be present for more than 15years from the date of submission of the bid	<ul style="list-style-type: none"> PO copies to be submitted as a proof for the same.
A.10	The ERP Vendor product should be successfully under O&M for a minimum of 3 years.	<ul style="list-style-type: none"> PO copies and work completion to be submitted as a proof for the same

3.4 Upon meeting the above criteria, the bidder shall be evaluated technically based on the following:

3.4.1 The Bidder's technical solution proposed in the Technical Evaluation bid shall be evaluated as per the evaluation criteria in the following table.

Section#	Evaluation Criteria	Marks	Minimum in each section
A	Bidders Experience	40	20
B	Technical Demonstration	60	30
Technical Score		100	50

3.4.2 Important: Qualification criteria for Technical Evaluation and progression to commercial evaluation stage:

3.4.3 Should achieve minimum 80 (Eighty) marks of the overall technical score total

3.4.4 Should achieve minimum 50% of the maximum allotted marks in each section as given in the table above

Note: Authority reserves the right to perform the due diligence, check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the Bidder must provide the requisite support.

3.4.5 The following sections explain how the Bidders shall be evaluated on each of the evaluation criteria:

#	Technical Evaluation Criteria	Technical Evaluation parameter	Points	Supporting documents required
A.	Bidders Experience			

#	Technical Evaluation Criteria	Technical Evaluation parameter	Points	Supporting documents required								
A1	The Lead Bidder or anyone of the consortium member should have experience in executing at least one project covering Implementation of ERP of minimum order value not less than INR 5 crore during the last 5 years from the date of bid submission	<table><tr><th>Cost of the Project</th><th>Percent age</th></tr><tr><td>>7.5 Cr,</td><td>100</td></tr><tr><td>>5 Cr, <= 7.5 Cr,</td><td>75</td></tr><tr><td>=5 Cr,</td><td>50</td></tr></table>	Cost of the Project	Percent age	>7.5 Cr,	100	>5 Cr, <= 7.5 Cr,	75	=5 Cr,	50	20	<ul style="list-style-type: none">Copies of Work Order and other relevant documents establishing proof of work implementation
Cost of the Project	Percent age											
>7.5 Cr,	100											
>5 Cr, <= 7.5 Cr,	75											
=5 Cr,	50											
A2	The Lead Bidder should have a minimum annual turnover of INR 10 Crores from the operations of ERP / IT/ICT services in any of the two years of the preceding Three Financial years. (FY 21-22 to FY 24-25)	<p>Annual turnover from IT/ICT services only</p> <table><tr><th>Turnover</th><th>Percent age</th></tr><tr><td>>12.5 Cr.</td><td>100</td></tr><tr><td>>10 Cr.<=12 Cr.</td><td>75</td></tr><tr><td>=10 Cr.</td><td>50</td></tr></table>	Turnover	Percent age	>12.5 Cr.	100	>10 Cr.<=12 Cr.	75	=10 Cr.	50	20	<ul style="list-style-type: none">Audited statements for last 3 financial years
Turnover	Percent age											
>12.5 Cr.	100											
>10 Cr.<=12 Cr.	75											
=10 Cr.	50											
B. Technical Demonstration												
C2	Technical Demonstration	<p>The detailed evaluation criteria will be shared to bidders who meets the pre - qualification criteria post opening of Technical Bid</p> <p>The marking shall be made on the ability of the SI/OEM to showcase all the functional requirement sought in the RFP.</p>	60									

4. One Bid per Bidder:

- 4.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified. **However, a single OEM can**

give a Manufacturer Consent Letter/Authorization Form as indicated in this RFP to Multiple Bidders. However, in the event of Bidder being an OEM, he can provide MAF to other bidders but cannot bid as a Consortium Partner.

5. Cost of Bidding:

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority will in no case be responsible and liable for those costs.
- 5.2 The Bidder shall submit tender processing fee as stated in the e-procurement portal in the form of e-payment through e-procurement portal (Credit Card, Debit Card, NEFT and Over the Counter)

B. Bid documents

6. Content of Bid documents

- 6.1 The content of the Bid documents shall be as follows:
 - Volume -I containing Notice Inviting Bids, Instruction to Bidders, Forms
 - Volume -II containing Scope of Work, Functional Specification and Technical Specification
 - Volume -III containing Draft Contract Agreement & Service Level Agreement

7. Clarification of Bid Documents

- 7.1 A prospective Bidder requiring any clarification of the Bid documents may notify the Authority in writing or by e-mail at the Authority's address indicated in the invitation to Bid. The Authority will respond to any request for clarification which he receives earlier than 2 days prior to the pre-Bid meeting. Copies of the Authority's response will be uploaded in the kppp portal, including a description of the enquiry but without identifying its source.

7.2 Pre-Bid meeting: 18-11-2025 at 3:30 PM

- 7.3 The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place in the location and time as indicated in the e-procurement portal.
- 7.4 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing or by cable to reach the Authority not later than one week before the meeting.
- 7.6 Minutes of the meeting, including the text of the questions raised

(without identifying the source of enquiry) and the responses given will be uploaded in the e-procurement portal. Any modification of the Bid documents listed in Sub-Clause 6.1, which may become necessary as a result of the pre-Bid meeting, shall be made by the Authority exclusively through the issue of an Addendum pursuant to Clause 8 and not through the minutes of the pre-Bid meeting.

- 7.7 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bid documents

- 8.1 Before the deadline for submission of Bids, the Authority may modify the Bid documents by issuing addenda.
- 8.2 Any addendum thus issued shall form part of the Bid document and shall be uploaded in the e- procurement portal.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Authority shall extend as necessary the deadline for submission of Bids, in accordance with Sub-Clause 15.2 below.

C. Preparation of Bids

9. Documents comprising the Bid

- 9.1 The Bid submitted by the Bidder shall be in three stages in e-proc portal and shall contain the following documents as follows:
- 9.2 The pre-qualification document as stated in the RFP
- 9.3 Technical Proposal comprising Qualification Information as per formats in the RFP;
- 9.4 Financial Proposal comprising of price Bid

10. Bid Price

- 10.1 The contract shall be for the items of work and services as described in Sub - Clause 1.1, based on the priced Bill of Quantities submitted by the Agency.
- 10.2 The Agency shall fill in rates and prices in the e-procurement portal. Items for which no rate or price is entered by the Agency will not be paid for by the Authority when executed and shall be deemed to have been covered by the other rates and prices in the Bill of Quantities.

11. Bid validity

- 11.1 Bids shall remain valid for a period not less than (180) one eighty days after the deadline date for Bid submission specified in Clause 15. A Bid, valid for a shorter period shall be rejected by the Authority as non-responsive.

- 11.2 In exceptional circumstances, prior to expiry of the original time limit, the Authority may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 12 in all respects.

12. Earnest money deposit

- 12.1 The Bidder shall furnish, as part of his Bid, an earnest money deposit of an amount of Rs. 6,00,000 through the e-payment mode of the e-procurement portal.
- 12.2 Instruments having fixed validity issued as earnest money deposit for the Bid shall be valid for 45 days beyond the validity of the Bid.
- 12.3 Any Bid not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 12.1 and 12.2 above shall be rejected by the Authority as non-responsive.
- 12.4 The earnest money deposit of unsuccessful Bidders will be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 11.1.
- 12.5 The earnest money deposit of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 12.6 The earnest money deposit may be forfeited:
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement; or furnish the required Security deposit

13. Format and signing of Bid

- 13.1 The Bidder may submit the Bid only through government of Karnataka, e-procurement portal.

D. Submission of Bids

14. Bidding through E-Bidding System:

- 14.1 The Bidding under this contract is electronic Bid submission through website <https://kppp.karnataka.gov.in> Detailed guidelines for viewing Bids and submission of online Bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective Bidder can logon to this website and view the Invitation for Bids and can view the details of works for which Bids are invited. The

prospective Bidder shall submit Bids online; however, the Bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The Bidder should register in the web site <https://kppp.karnataka.gov.in>. After this, the Bidder can login the site through the secured login. Bidders are requested to go through the Bid documents carefully and submit the required information without exception otherwise Bids will be rejected.

- (a) The completed Bid comprising documents indicated in ITB clause 12, should be uploaded on the website given above through e-Bidding along with scanned copies of requisite certificates as are mentioned in different sections in the Bidding document and scanned copy of the Bid Security.
- (b) The Bidder shall submit online the requirements under Section -3 covering qualification criteria, Technical and Financial parts. All the documents are required to be signed digitally by the Bidder. After electronic on-line Bid submission, the system generates a unique Bid reference number which is time stamped. This shall be treated as acknowledgement of Bid submission.

15. Deadline for submission of the Bids

- 15.1 Bids must be received by the Authority online not later than the time and date specified in the e-procurement portal.
- 15.2 The Authority may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Authority and the Bidder previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

- 16.1 Any Bid received by the Authority after the deadline prescribed in Clause 15 will not be accepted in the e-procurement portal.

17. Modification and Withdrawal of Bids

- 17.1 Bidders may modify their Bids online before the deadline prescribed in Clause 15.
- 17.2 As per the system design, in case a Bidder wishes to modify his Bid before due date and after submission of Bid, then he is required to withdraw his Bid first. In order to provide a quick reference to his / her commercial Bid entered by the Bidder in the e-Procurement system, a provision has been made available in the e-Procurement system wherein the Bidder can retain a copy of the commercial Bid in his / her local machine prior to his submission of the Bid. The values as available in the copy of the commercial Bid can subsequently be copied

into the commercial Bid screen which then is made available to the Bidder on withdrawal of his / her Bid prior to last date and time of Bid submission.”

- 17.3 No Bid may be modified after the deadline for submission of Bids.
- 17.4 Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity specified in Clause 11.1 above or as extended pursuant to Clause 12 is not allowed in the e-procurement system. If a Bidder does the same through any other medium, then it may result in the forfeiture of the Bid security pursuant to Clause 12.

E. Bid opening and evaluation

18. Opening of First Cover (Pre-qualification and Technical Qualification) of all Bids and evaluation to determine qualified Bidders:

- 18.1 The Authority will open the First Cover (Pre-qualification and Technical Qualification) of all the Bids received (except those received late or withdrawn) through the e-procurement portal, including modifications for the First Cover made pursuant to Clause 17, at the date and time mentioned in the e-procurement portal on the date and the place specified in Clause 15.
- 18.2 Bids in draft mode in the e-proc portal will be read out first.
- 18.3 The Bidders names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Authority may consider appropriate will be announced by the Authority at the opening.
- 18.4 The Authority shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 18.3.
- 18.5 The Authority will evaluate and determine whether each Bid (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Authority will draw out a list of qualified Bidders.

19. Opening of Second Cover (Financial) of qualified Bidders and evaluation:

- 19.1 The Authority will inform all the Qualified Bidders the time, date and venue fixed for the opening of the Second Cover containing the priced Bids. The Authority will open the Second Covers of Qualified Bidders at the appointed time and date in the presence of the Bids or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Authority, the Second Covers will be opened at the appointed time and location on the next working day. The bids post meeting the pre-qualification

criteria and then scores equal to or more than 80 marks alone will be treated as Technically Responsive Bidder. Each Technical Bid will be assigned a Technical Score out of a maximum of 100 marks. Only the bidders who get Technical Score of more than or equal to 50% in each sub-category of the Technical Evaluation will qualify for Commercial Evaluation stage

19.2 Deleted.

19.3 The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, bid modifications and withdrawals, and such other details as the Authority may consider appropriate, will be announced by the Authority at the opening. No Bid shall be rejected at Bid opening.

19.4 The Authority shall prepare minutes of the Second Cover Bid opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

20. Process to be confidential

20.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Authority's processing of Bids or award decisions may result in the rejection of his Bid.

21. Clarification of Bids

21.1 To assist in the examination, evaluation, and comparison of Bids, the Authority may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the Bids in accordance with Clause 24.

21.2 Subject to sub-clause 21.1, no Bidder shall contact the Authority on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, it should do so in writing.

21.3 Any effort by the Bidder to influence the Authority in the Authority's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

22. Examination of Bids and determination of responsiveness

22.1 Prior to the detailed evaluation of Bids, the Authority will determine whether each Bid is substantially responsive to the requirements of the

Bid documents.

22.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bid documents, the Authority's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

22.3 If a Bid is not substantially responsive, it will be rejected by the Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. The Authority may seek clarifications if any from the bidder on historic information.

23. Correction of errors - Clause Deleted

24. Evaluation and comparison of Bids

24.1 The Authority will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 22.

24.2 The Authority reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bid documents or otherwise result in unsolicited benefits for the Authority shall not be taken into account in Bid evaluation.

24.3 If the tender of the successful bidder is seriously unbalanced in relation to the Authority's estimate of the cost of the work to be performed under the contract, the Authority may require the bidder to produce detailed price analyses for any or all items of the Bill of quantities, to demonstrate the internal consistency of those prices.

F. Award of Contract

25. Award criteria

25.1 Subject to Clause 26, the Authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid documents, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

25.2 The Total Score considered for award shall be based on Quality and Cost based Evaluation (QCBS). Technical Score shall have 60% weightage and Commercial Score shall have 40% weightage.

25.3 The Total Score of the bidder = $0.6 \times (\text{Technical Score}) + 0.4 \times (\text{Commercial Score})$ The bidder achieving the highest Total Score

shall be invited for technical negotiations. In case of a tie where two or more bidders achieve the same highest Total Score, the bidder with the higher Technical Score will be invited first for technical negotiations.

- 25.4 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows:

[$Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]

- 25.5 Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

26. Authority's right to accept any Bid and to reject any or all Bids

- 26.1 Notwithstanding Clause 25, the Authority reserves the right to accept or reject any Bid, and to cancel the Bid process and reject all Bids, at any time prior to the 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 the Authority's action.

27. Notification of award and signing of Agreement

- 27.1 The Bidder whose Bid has been accepted will be notified of the award by the Authority prior to expiration of the Bid validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Authority will pay the Agency in consideration of the execution, completion, and maintenance of the Works by the Agency as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 27.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 28.
- 27.3 The Agreement will incorporate all agreements between the Authority and the successful Bidder. It will be kept ready for signature of the successful Bidder in the office of Authority within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Authority.
- 27.4 Upon furnishing the Performance Security by the successful Bidder, the Authority will promptly notify the other Bidders that their Bids have been unsuccessful.

28. Performance Security

28.1 For securing the due and faithful performance of the obligations of the Agency under this Agreement, the Agency , shall submit to the Authority, on the Execution Date an unconditional and irrevocable Bank Guarantee in the name of **"The Managing Director, Mysore Sales International Limited"** as follows:

28.1.1 Performance Bank Guarantee (PBG) shall be submitted within 2 weeks from the date of issuance of the LOI, for an amount equivalent to 5% of the total contract price, with a validity of 3 months beyond the implementation period.

28.2 The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:

28.2.1 in the event the Authority requires to recover any sum due and payable to it by the Agency including but not limited to Damages; and which the Agency has failed to pay in relation thereof; and

28.2.2 in relation to Agency 's Event of Default as in accordance with the terms contained in Contract Agreement

28.3 At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement. The Agency shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

28.4 On termination of this Agreement, the Performance Security shall be returned to the Agency without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of this Agreement.

29. Corrupt or Fraudulent practices

29.1 The GOK requires that the Bidders/Suppliers/Agency s, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

28.2.3 will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

28.2.4 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

SECTION 3 -TECHNICAL FORMS

Annexure-1: Cover Letter

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)

RFP No.

Date: (Last Date of Submission)

Mysore Sales International Limited
36, Cunningham Road, Vasanth
Nagar
Bengaluru-560 052.

1. Having examined the 'Volume -1, Volume -2 & Volume -3 for the above Bid, we the undersigned, offer to provide Agency Services in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid of the Bid submitted separately through the e-procurement portal, or such other sum as may be ascertained in accordance with the conditions.
2. We acknowledge that this forms an integral part of the Bid. We also confirm acceptance of Proformas / Annexure/ Schedules given in the RFP Document.
3. We undertake, if our Bid is accepted, we shall adhere to the time frame prescribed in this RFP and also guarantee to fulfil our obligations under the Warranty for the period as per RFP Document.
4. If our Bid is accepted we shall furnish a Bank Guarantee for Performance as Security for due performance of the Contract. The amount and form of such guarantee shall be in accordance with the Contract'.
5. We have independently considered the amount shown in the Contract as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to provide a Bid validity for a minimum period of 180 days from the date of Last date of Submission of Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
8. This Bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding

contract between us.

9. We understand that you are not bound to accept the lowest or any offer you may receive against this Bid.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Dated: dd/mm/Yyyy

Signature & Name: _____

In the capacity of _____duly authorised to sign Bids for and on behalf of

Address _____

Witness:

Signature: ____

Name: _____

Address:_____

Annexure-3: Company profile

A. Brief company profile (required for bidder)

Sl. No.	Particulars	Description or details
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation/Registration date and number	
6.	GST Registration Number	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	
11.	Role in Consortium (if applicable)	Brief scope of work in the consortium

B. Certificate of Incorporation/Registration (required for bidder)

C. Certifications

Provide copy of valid certification for ISO 9001, or above certification of the previous projects executed as required in Pre-Qualification criteria as on date of NIT.

(Signature of the Lead Bidder)

Designation

Seal

Date:

Place:

Business Address:

Annexure- 4: Certificate of Verification from Chartered Accountant

We hereby certify that the Annual Turnover and Net worth furnished
by

M/s_____ during the
preceding five

continuous years from IT/ERP / IT Services is as detailed below and
as furnished in the enclosed statement of accounts/Balance Sheet/
Profit and loss statement , is verified by us and found correct.

Year	Annual Turnover (Rs. Crore)	Net Profit (Rs. Crore)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Chartered Accountant

[Signature with seal]

My membership No.....

Address.....

.....

.....

ENCL

(1) Copy of Audited annual reports for the Last years (As Specified by Authority)

Annexure-5: Anti-Blacklisting Certificate

{Notarization is required}

Format of self-certificate stating that the Entity/Promoter/s / Director/s

of Entity are not blacklisted Anti-Blacklisting Certificate

M/s.....(Name of the Bidder), (the names and addresses of the registered office) hereby certify and

confirm that we or any of our promoter/s / director/s are not barred by

State Government / any other Government entity or blacklisted by any state

government or central government / department / Local Government /

agency in India or from abroad from participating in Project/s, as on the----- (Last date of submission of Bid).

We further confirm that we are aware that our Application for the captioned

Project would be liable for rejection in case any material misrepresentation is

made or discovered with regard to the requirements of this RFP at any

stage of the Bidding Process or thereafter during the agreement period.

Dated this

.....Day of, 20

Name of the Bidder

Signature of the

Authorized person

Name of the

Authorized Person

Annexure-6: No Deviation Certificate

<To be submitted on Lead Bidder's letterhead >

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no.

_____ dated _____. This is to expressly certify that our offer contains no deviation with respect to Authority requirements, Scope of Work, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure-7: Total Responsibility Certificate

<To be submitted on Lead Bidder's letterhead>

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure-8: Self-certificate for Project execution experience

(In Bidding Entity's Letter Head)

This is to certify that <Name of the Bidding entity> has been awarded with
< Name of the Project > as detailed under:

Name of the Project	
Client's name, Contact No. and Complete Address	
Contract value for the Bidder (in Indian Rupees)	
Current status of the project (Completed/ Ongoing)	
Activities completed by bidding entity as on bid submission date (N.B only relevant activities as sought in the criteria to be included)	
Value of work completed for which payment has been received from the client	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

Annexure-9: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel (soft copy) in the following format.

Request for clarification				
Sl. No.	RFP Volume, Section	RFP Page No	Content of the RFP requiring clarification	Clarification Sought

Annexure-10: Formats for Submission of the Technical Bid

#	Technical Evaluation Criteria	Technical Evaluation parameter	Supporting documents required	Compliance (Yes/No) with details
			<input type="checkbox"/>	

Annexure-11: Credential Summary

Sl#	Project Name	Client Name	Client Type	Project Value(in Indian Rupees)	Project Components	Documentary evidence provided(Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components like setting up of IT systems/ IT systems integration/ IT services/ ERP/ `ation services
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

Annexure-12: Bidder's Experience - Client Citations

Bidder is requested to furnish the credentials in the following format for both Pre-Qualification and Technical Criteria. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's name, Contact No. and Complete Address	
Contract value for the Bidder (in Indian Rupees)	
Narrative description of project:	
Date of Start	
Date of Completion	
Activities undertaken by bidder	

Note: If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in Section 6.8.

Annexure- 13: Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in the Annexures of the Volume II of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked. .

Note:

A no for full compliance for any items in above table is considered as non-responsive, bids will not be further evaluated and will be rejected.

Annexure-14: Declaration of Make and Model

No	Component	Make	Model	Compliance
A.	Enterprise Resource Planning System			
A.1	COTS (Commercially of the Shelf Software)			

Annexure-15: Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Date:

To,

[],

Subject: Manufacturer's Authorization Form

Ref: RFP No. <<.....>>

dated <<>> Dear

Sir,

We _____ (Name of the OEM) who are established and reputable manufacturers of _____ (List of Goods) having factories or product development centers at the locations _____ or as per list attached, do hereby authorize.

_____ (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. _____ Dated _____ for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by _____ (Name of the Bidder) as per requirements and for the duration of contract as specified in this RFP.

We also confirm that our offered product will not be end of life for minimum of 5 years from the date of bidding and the support for such offered product/s will be available for minimum of 5 years from the date of bidding.

Thanking you,
Yours faithfully

(Signature)

For and on behalf of: _____ (Name of OEM)

Authorised Signatory

Name:

Designation:

Place:

Date

FINANCIAL PROPOSAL

The financial along with tax details to be entered in e-proc for each and every component.

No	Description	Unit	Approx. Qty	Rate	Amount
1	ERP license cost on a SAS model (Perpetual)	No	50		
2	Customization and Deployment cost	LS	1		
3	Support cost for 5 years	No	5		
	Total				

Note:

- i. The actual ERP licenses cost on the SAS model (perpetual is mentioned approximately. The Actual License will be paid on actuals during the implementation.
- ii. Support cost for 5 years (2 + 3) additional 3 years will be additional support subject to clients approval. The AMC/O&M in the current scope of work is only for 2 years. (L1 will be arrived based on the quote for the entire 5 years but the current contract will be for Implementation Phase of 6 months and O&M of 2 years only; A total of 30 months)

PERFORMANCE BANK GUARANTEE FORMAT

Ref:

Bank Guarantee: **Performance Bank Guarantee**

Date:

To

*Mysore Sales International Limited
36, Cunningham Road, Vasanth Nagar,
Bengaluru - 560052*

WHEREAS (Hereinafter called "the Agency") has undertaken, in pursuance of Contract No. :

..... dated to provide the services on terms and conditions set forth in this Contract " " (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS weBank have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we Hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of/- (**Rupees**..... **only**), such sum being payable in the types and

proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of **Rs**/- (**Rupees**

..... **Only**) as aforesaid without your needing to prove or to show grounds or reasons for your

Demand for the sum specified therein.

We.....bank hereby waive the necessity of your demanding the said debt from the Consultants before presenting

us with the demand.

We.....bank further agree that no change or addition to or other modification of the terms of the Contract

or of the services to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to **Rs** /- (**Rupees**..... **only**) and the guarantee shall remain valid till **XX/XX/XXXX** unless a claim or a demand in writing is made upon us on or before all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of Months up to

Signature and Seal of the Guarantor. Bank In presence of

ame and

Designation

(Name,

Signature &

Occupation)

Name of the Bank

Address

(Name &

Occupation)

Date.....



MYSORE SALES INTERNATIONAL LIMITED

(A Govt. of Karnataka Undertaking)

36, Cunningham Rd, Vasanth Nagar, Karnataka 560052

Short term Tender Notice

Call-2

(<https://kppp.karnataka.gov.in>)

INVITATION OF BIDS (VOLUME-2)

***Appointment of Agency for implementing
Enterprise Resource Planning (ERP) for MSIL***

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TERMS OF REFERENCE

1. About MSIL (Mysore Sales International Limited)

Mysore Sales International Ltd. (MSIL), a distinguished enterprise under the Government of Karnataka, has been a pivotal force in the marketing and distribution of a diverse range of products and services since its inception in 1966. Initially founded as a centralized marketing unit to fulfil the state's requirements, MSIL has evolved into a dynamic, multi-product, and multi-faceted organization, widely recognized as one of the leading public sector entities in India.

Over the years, MSIL has expanded its operations across various domains, catering to both governmental and commercial needs with efficiency and reliability. Its business portfolio includes key sectors such as paper products, tours and travel, beverages, industrial goods, pharmaceuticals, and financial services through its chit fund division. This diversified presence enables MSIL to make a significant contribution to the state's economic growth while maintaining high standards of service and product quality.

Guided by a commitment to excellence, transparency, and innovation, MSIL continues to adapt to changing market dynamics, leveraging technology and strategic partnerships to enhance its service offerings. With a strong reputation for integrity and customer satisfaction, MSIL remains a trusted name, serving businesses and consumers across Karnataka and beyond.

2. About the Project

MSIL is undertaking a strategic modernization initiative to meet the increasing demand for process automation throughout its operations. As part of this, the organization plans to implement a comprehensive ERP solution across all departments at its Head Office.

This digital transformation will utilize cutting-edge information technology to streamline business processes, enable internet-based accessibility, and extend system deployment to both the Head Office and branch locations. The solution aims to improve product management, enhance reporting capabilities, and optimize the overall flow of information.

Additionally, MSIL aims to integrate its main departmental activities through automated workflows and business process mapping. This will support informed decision-making by using a centralized electronic information database created through real-time system operation.

It is now proposed to avail the services of ERP on Software as a Service model.

3. Objectives of the project

1. Modernization of Existing Systems & IT solutions
2. Accelerated and Informed decision making
3. Optimised demand & Supply monitoring

4. Enhanced interdepartmental communications among Finance and HR teams
5. Unified Integration of Departmental Core Functions
6. Deployment of an electronic workflow system to improve internal administrative efficiency and transparency
7. Digitization of Business Processes via ERP Implementation
8. To improve productivity and responsiveness of employees and reduce cycle time through introduction of ERP solutions-based processes
9. Continuous Operational Improvement with Strategic Information Support
10. Comprehensive Process coverage
11. Scalability for User base
12. Robust Capabilities and Functional features
13. System Integration
14. Future expansion
15. Strategic governance

4. Brief Overview of services to be rendered:

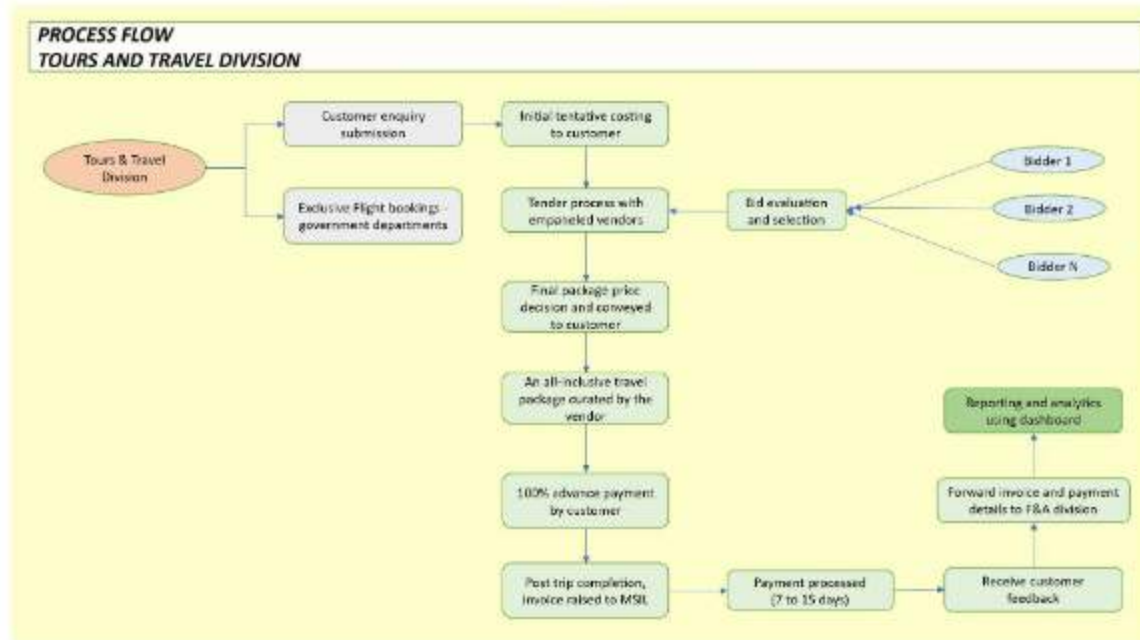
1. The project shall be executed on a turnkey basis by a qualified agency, which will bear full responsibility for all components detailed in this RFP
2. The selected agency must analyse MSIL's requirements as outlined in the RFP and recommend a robust ERP solution that aligns with those needs.
3. The agency will be responsible for the complete implementation of the proposed ERP system, along with post-deployment support services to ensure operational continuity.
4. Based on MSIL's specifications, the agency will size appropriate hardware and manage the installation and commissioning of the ERP system accordingly.
5. The ERP system will be hosted on server infrastructure procured by MSIL specifically for the project.
6. The agency must provide comprehensive operational support for a period of three years following the system's go-live, ensuring stability and performance.

5. Departments:

5.1 Tours and travel

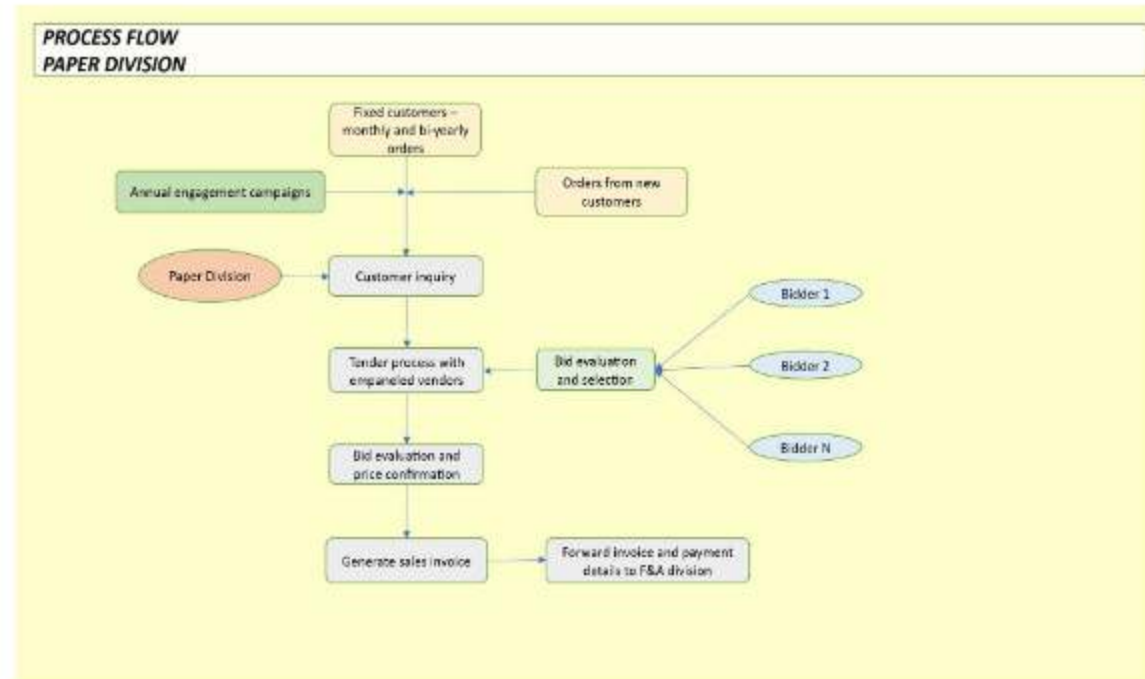
Considering the steep surge in tourism and hospitality industry, MSIL started Tours and Travels division during 90's. MSIL is a pioneer in offering unique tour packages to the public. Over the last 25 years since this division was established, the company has grown in popularity setting high standards in the service sector. Company operates hassle-free domestic as well as international packages at most competitive rates with absolutely no hidden charges. It offers broad spectrum of packages that

include corporate travel, leisure travel, historical and pilgrimage tours. The travellers will be provided with all the facilities promised in the specific packages. MSIL also offers customized and tailor-made packages to families, groups, institutions etc.



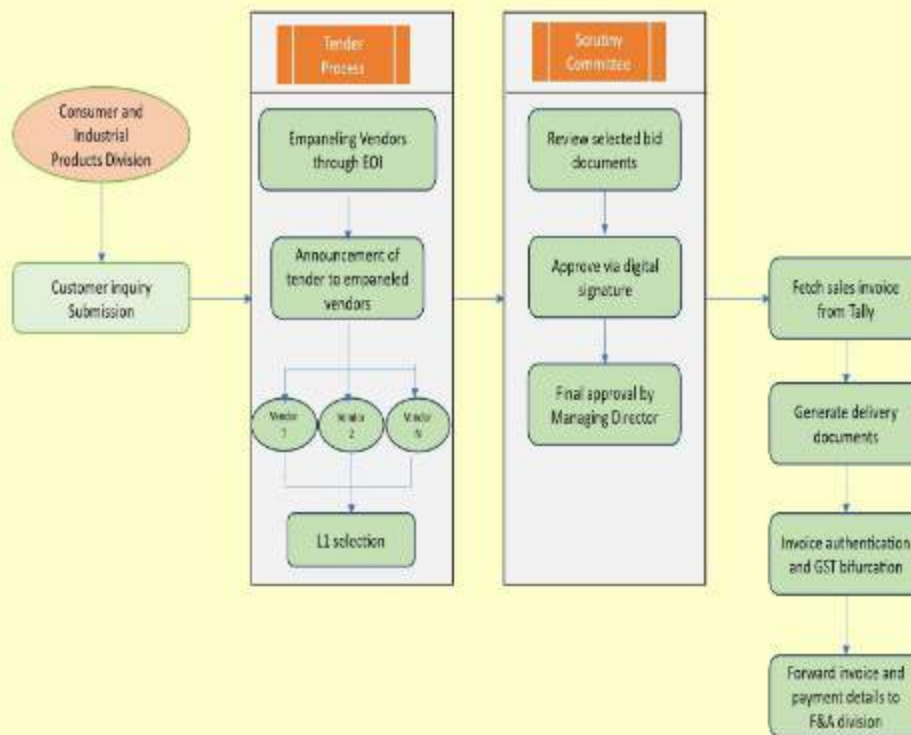
5.2 Paper

For over 5 decades MSIL has been successful in fulfilling the perennial demand of the students for quality notebooks at affordable price with its well-known brands of **“VIDYA”** & **“LEKHAK”**. Apart from the student notebooks, drawing and graph books, Paper Division has a full range of school and office stationery including computer stationery, security printed certificates etc. Company is operating through 6 Branches and 8 Depot located across the State (Bangalore, Mysore, Davangere, Hassan, Hubli, Mangalore, Gulbarga and Bijapur) for sale of Notebooks, School bags and Stationery items. **“VIDYA”** & **“LEKHAK”** Brand is even today a household name due to its time-tested quality, service and robust market presence.



5.3 Consumer and Industrial Products Division

Consumer and Industrial Products Division deals with marketing of Solar Water Heaters and Solar Power packs under the brand name 'Hot Spring' & 'MSIL Lights'. The aim is to encourage and facilitate the use of renewable source of energy. Solar Water Heaters and power packs are supplied in both domestic and non-domestic segments. Solar products have gained huge acceptance in the market as cost effective, low maintenance, and pollution-free alternative.

PROCESS FLOW**CONSUMER AND INDUSTRIAL PRODUCTS DIVISION****5.4 Pharma**

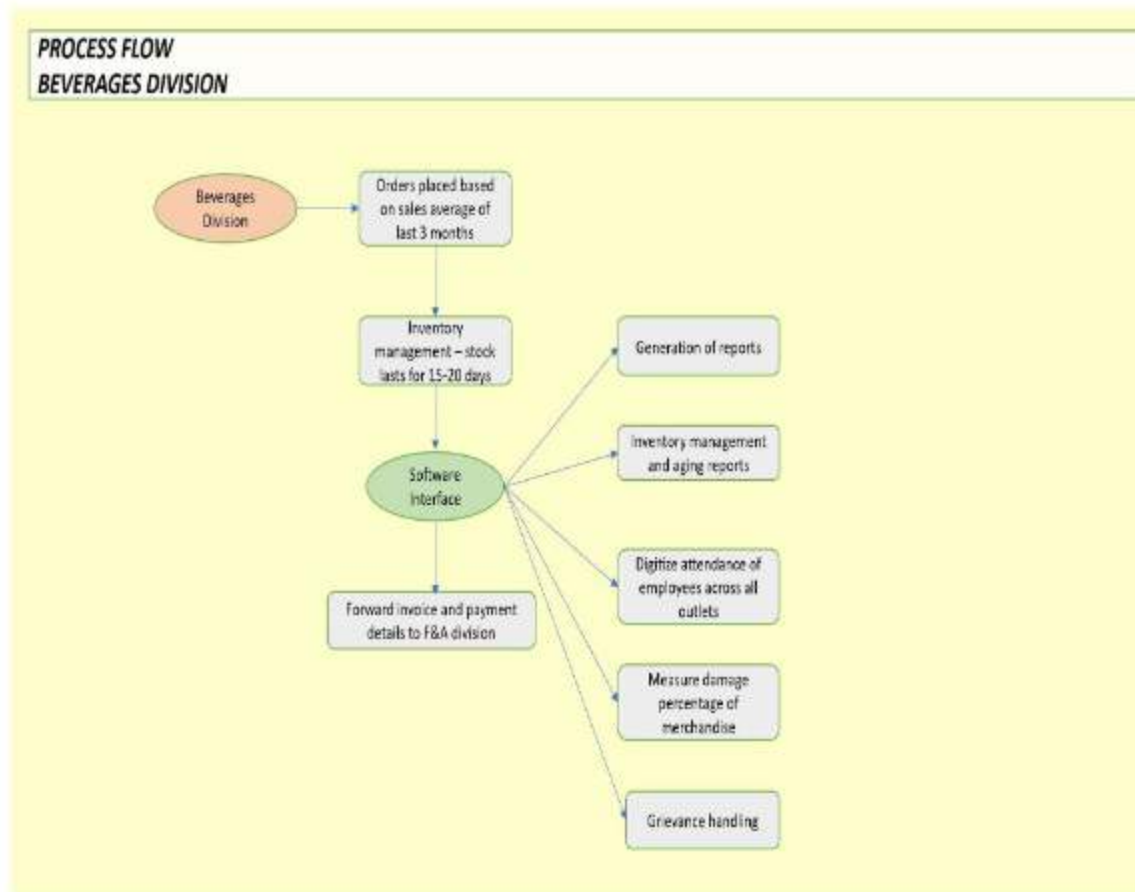
Underscoring once again its commitment to common man, MSIL ventured into pharmaceutical sector in 2015. In order to make quality medicines available for all, particularly the poor and underprivileged, Govt. of India has initiated 'Jan Aushadhi' scheme by opening 'Jan Aushadhi medical stores' all across the country for selling generic drugs. The objective of the Government is to ensure 'availability of quality medicine at affordable price' since branded drugs are too expensive for the poor to afford.

Govt. of Karnataka has entrusted the task of opening Jan Aushadhi stores at Taluka and District Govt. Hospitals to MSIL. The department of Health and Family welfare is acting as Nodal department and as of now, Jan Aushadhi stores operating at various hospital premises.

5.5 Beverages

MSIL has an impeccable track record in executing various assignments entrusted by the Govt. of Karnataka with great success. One such latest assignment is 'retail liquor' business. Consequent to the ban on the sale of arrack in the state of Karnataka, instances of the sale of illicit liquor were reported in rural and remote areas, endangering the lives of people. Also, as the availability of liquor was largely limited to urban and semi-urban areas, illegal sale of liquor at inflated rates was on rise in the interior pockets of the state.

In this backdrop, in order to curb these malpractices, after assessing the demand, Govt. of Karnataka had initially allotted 463 retail liquor outlets to MSIL in the year 2009 followed by 900 outlets in the year 2016.



5.6 Chit Fund

The Chit Funds Division of Mysore Sales International Ltd. (MSIL) is a trusted financial service provider offering secure and regulated chit fund schemes. Established as part of MSIL's diversified business operations, this division aims to provide a reliable and transparent avenue for individuals and businesses to manage their savings and financial investments.

With a commitment to ethical financial practices and customer-centric services, MSIL Chit Funds facilitates systematic savings and credit solutions through well-structured chit groups. These schemes empower participants with financial flexibility, allowing them to access funds when needed while fostering disciplined savings habits.

Being a government-backed organization, MSIL ensures complete transparency, security, and regulatory compliance in all its chit fund operations, making it a preferred choice for investors seeking credibility and stability. Through its well-managed financial offerings, MSIL Chit Funds Division continues to serve the diverse financial needs of individuals and enterprises across Karnataka.

6. Verticals across Departments

The processes of the following divisions of MSIL will be part of the ERP Solution.

1. Marketing, Sales and Distribution
2. Inventory (Stores)
3. Finance and Accounting
4. Assets Management
5. Supply chain management
6. Management MIS

Sl. No.	Departments	Vertical	No. of User(s)
1	Paper (covering 6 depots)	1. Marketing, Sales and Distribution 2. Inventory (Stores) 3. Finance and Accounting	11
2	Industrial Product Division	1. Marketing, Sales and Distribution 2. Inventory (Stores) 3. Finance and Accounting	5
3	Tour and Travels	1. Marketing, Sales and Distribution 2. Finance and Accounting	5
4	Beverage (for 1000 outlets, covering 6 zonal heads)	1. Marketing, Sales and Distribution 2. Inventory (Stores) 3. Finance and Accounting 4. Supply chain management	1100

7. Project Detailed Scope:

7.1 The detailed scope of work for the project

The agency shall be responsible for delivering end-to-end ERP implementation services, encompassing the following key components.

1. Agency shall conduct a detailed module-wise study to capture MSIL's functional and technical requirements.
2. Tailor the selected COTS ERP solution to align with MSIL's specific business needs

3. Oversee all phases of implementation with structured project governance and execution oversight.
4. Evaluate MSIL's requirements to determine appropriate hardware specifications, followed by installation and commissioning of the ERP platform
5. Transition key datasets—including materials, products, and employee records—from legacy systems into the new ERP environment
6. Deliver structured training programs and change management support to ensure effective system adoption across the organization.
7. Provide ongoing support and maintenance for the ERP application for a period of three years post go-live to ensure system stability and user satisfaction.
8. A dedicated Program Manager will be assigned for a period of one year to support project execution and strengthen MSIL's internal ERP capabilities, enabling continuous improvement.

7.2 The scope of work for implementation

The scope of ERP implementation for MSIL shall be holistically defined by integrating the following strategic and operational dimensions:

1. Detailed requirement gathering division wise and defining work flow process.
2. Alignment with applicable statutory frameworks and best practices governing public sector enterprises in India.
3. Incorporation of industry-recognized practices and operational models specific to manufacturing environments.
4. Inclusion of functional and technical features to meet MSIL's digitization and performance objectives.
5. Mapping the ERP system to all operational departments to ensure enterprise-wide integration.
6. Configuration of the solution to reflect MSIL's existing process flows and service logic.
7. Identification and enablement of key user profiles across MSIL to support secure and efficient system interaction.
8. Seamless interfacing of the ERP solution with MSIL's current applications and legacy infrastructure.
9. Adoption of a structured approach to roll-out, encompassing defined phases, execution methodology, and compliance with implementation benchmarks.

7.3 The overview of the implementation services

The implementation agency will be responsible for delivering the following comprehensive services under the ERP deployment initiative for MSIL:

7.3.1 Solution design and deployment

- a. Develop a business blueprint grounded in an assessment of MSIL's operational workflows and existing IT landscape
- b. Configure and customize the ERP solution to meet business requirements
- c. Migrate operational data and functional information into the ERP environment
- d. Import historical, contractual, financial, and employee-related data into the ERP system
- e. Define and execute the cut-over strategy to ensure go-live readiness
- f. Enable integration with relevant third-party or legacy systems, if required

7.3.2 Project Management

- a. Align with MSIL's objective to complete implementation and deployment within six months of contract signing
- b. Mobilize a qualified team with expertise in ERP and relevant functional domains
- c. Schedule and coordinate implementation activities to cover all functional areas within the stipulated timeline
- d. Ensure resource deployment aligns with the planned implementation roadmap
- e. Establish a structured framework for progress tracking, periodic reviews, and risk mitigation

7.3.3 Quality assurance

- a. Engage specialists with in-depth knowledge in production, materials management, finance and accounting, and ERP modules to oversee quality and provide expert guidance
- b. Adopt standardized templates and acceptance protocols for deliverables
- c. Utilize native tools such as a solution manager for managing the project repository and work streams

7.3.4 Training and documentation

- a. Conduct comprehensive user training across MSIL departments
- b. Prepare detailed user manuals and training guides
- c. Document business processes as configured in the ERP solution
- d. Train key executives in performance monitoring and effective report utilization
- e. Provide core team training on specific ERP development components

7.3.5 Post implementation support

- a. Facilitate smooth user adoption of the ERP system
- b. Enable process enhancements and report refinements based on operational feedback
- c. Provide a helpline number for assistance.
- d. Establish governance structures for SLA management and strategic oversight

7.3.6 Technical enablement

- a. Assess hardware sizing based on solution configuration and performance needs, and recommend suitable specifications in the technical proposal
- b. Assist MSIL with hardware installation and ERP system commissioning at the head quarters

7.4 The Overview of the support Services

- a. Provide helpline number for usage-related queries and minor technical issues
- b. Onsite technical assistance - Deliver hands-on user support during onboarding and critical operations, conduct database recovery and data synchronization in case of system crashes, perform performance tuning, bug resolution, and updates for essential functions.
- c. Post implementation Operational Support – Offer on-site assistance to ensure smooth operations after ERP deployment.
- d. OEM coordination and services – Ensure access to OEM-level ERP services including performance optimization, version upgrades, and system health checks.
- e. Documentation and updates - Maintain and enhance the documentation framework to reflect system upgrades, provide updated technical and functional manuals in line with new releases and enhancements.

7.5 Skill augmentation

- a. The Agency shall deploy a dedicated Program Manager for a period of one year to support the end-to-end execution of the project. Responsibilities will include driving project timelines, facilitating cross-functional collaboration, managing risks and dependencies, and ensuring timely reporting.
- b. This individual will serve as the central point of coordination across all work streams, ensuring alignment between business objectives, technical deliverables, and stakeholder expectations.
- c. The Program Manager will also play a key role in maintaining governance standards, tracking KPIs, and enabling smooth communication between internal teams

8. ERP Deployment Strategy:

The Agency shall adopt and deploy a comprehensive methodology for ERP solution implementation at MSIL, designed to fully achieve the project's objectives and unlock the solution's full potential—aligned with industry best practices. This implementation strategy should facilitate streamlined execution and expedited outcomes for all stakeholders. The methodology will centre around the following components:

- Execution of ERP solution implementation activities
- Provision of post-implementation support services
- Defined implementation approach and methodology

- Structured project planning and governance framework

8.1 Implementation activities:

8.1.1. The ERP implementation methodology shall be well-structured and aligned with globally recognized best practices. It will encompass the following key phases:

- a. Project initiation and Preparation
- b. Business Process study and System Design
- c. ERP Solution Configuration and Customization
- d. System Integration, Testing & User Acceptance
- e. Data Migration and Validation
- f. End-User and Technical training
- g. Cutover Planning and Deployment to make the ERP solution fully operational
- h. Post implementation support and Stabilization

8.2 Documentation Phase:

8.2.1 This phase will focus on establishing a clear project charter, defining communication and interfacing mechanisms, conducting initial training, and formulating a detailed action plan for immediate execution. It will also involve familiarisation of the System Integrator (SI) team with MSIL's operational environment.

8.2.2 Business design and blueprint: The System Integrator (SI) shall develop a comprehensive Business Design or Blueprint, which will serve as the foundational reference document for all subsequent ERP implementation activities. This blueprint shall encompass the detailed design of all business processes and solution capabilities outlined in the RFP, covering the relevant organisational units. The blueprint formulation will involve:

- a. In-depth system study and to identify key business processes
- b. Consensus-building on process characteristics and process design formulation
- c. Documentation of MSIL's current operations and business flows
- d. Definition and analysis of AS-IS and TO-BE processes
- e. Gap assessment in relation to ERP best practices

8.2.3 Only the Business Blueprint formally approved by MSIL and endorsed by the ERP solution provider shall be considered final and implemented. Standardised templates shall be used throughout this phase to ensure consistency and completeness. Key deliverables of the Business Design phase:

- a. Master process list across all relevant functions
- b. User roles, associated activities, and access rights
- c. Reporting requirements and format specifications
- d. Interface identification, integration needs, and integration schemes

- e. Data input formats and requirements
- f. Output definitions and required formats
- g. Training needs and change management planning
- h. Hardware sizing and infrastructure considerations
- i. Best practices and recommended process adaptations
- j. Customization needs to meet statutory and organization-specific requirements

Implementation Commitments by the Agency:

8.3 Deployment Phase:

Based on the finalized functional design, the Agency shall be responsible for executing the following activities:

8.3.1 Realization: The Agency will perform system configuration and necessary customization in alignment with the approved Business Design or Blueprint.

Key responsibilities include:

- a) Identification of processes for configuration and customization
- b) Execution of trial runs using MSIL data and demonstration of workflows to the MSIL user groups
- c) Addressing gaps by reconfiguring the system if outcomes do not meet expectations of MSIL management or end users
- d) User mapping: defining user roles, activities, and access authorizations
- e) Additional tasks will cover:
- f) Cross-module integration of detailed designs
- g) Configuration testing across modules
- h) Field identification for Master data and mapping with legacy systems

8.3.2 Configuration: To ensure cost-efficiency and seamless upgradeability, MSIL expects maximum utilization of standard ERP features. The Agency shall:

- a) Make essential configuration entries to meet business needs
- b) Apply small routines via User Exits and screen variants
- c) Configure field-level attributes (e.g., mandatory, hidden, display-only) as per business requirements

8.3.3 Customization: While MSIL aims to adopt standard ERP functionalities and leading practices, the Agency shall:

- a) Undertake customization only where required to support specific, improved, or non-standard business processes documented in the Blueprint phase.

8.3.4 Development: If deemed necessary, the Agency may develop minimal custom applications on the same platform as the proposed ERP solution. All such developments:

- a) Must remain within scoped requirements
- b) Will be fully owned by MSIL

8.3.5 Functional Gap Resolution Protocol: If the Agency recommends development-based customization to resolve functionality gaps:

- a) MSIL reserves the right to engage external experts for validation
- b) If it is determined that the gap can be addressed through standard configuration, development shall not be pursued
- c) Costs incurred due to incorrect recommendations will be adjusted against the Agency's progressive payments

8.4 Testing and Acceptance Phase:

8.4.1 A comprehensive test plan shall be developed by the Agency and formally approved by MSIL including their vendors and retail outlet attendees prior to execution. Test data, covering multiple user-defined scenarios and use cases, will be prepared in close coordination with users of MSIL. Pre-commissioning tests will be conducted to evaluate:

- a. Compliance with defined functional requirements,
- b. System performance, including response times and accuracy
- c. Ease of use and overall user experience
- d. Simultaneously, accompanying documentation will be reviewed by MSIL users to verify its completeness, clarity, and correctness

8.4.2 System Testing Protocol: Following the development and configuration/customization of the ERP Solution, the Agency shall formulate comprehensive procedures outlining the methodology for conducting System Tests. These procedures must be reviewed and approved by MSIL.

8.4.3 Upon finalization, the Agency will execute system-level tests to validate that the solution conforms to all functional and technical specifications as defined in the RFP. The testing shall adhere strictly to the workflows and standards established in the approved To-Be Process documentation.

8.4.4 Testing Outcomes and Acceptance Procedures: Based on the outcomes of all testing phases, the Agency shall prepare and submit a detailed report for MSIL's review and formal approval. Test results, including system response times and performance metrics, must be demonstrated during System, Integration, and Stress/Load testing conducted at head office, within an environment/infrastructure mutually agreed upon by both parties. The Agency shall be responsible for the following:

- Test Plan Development:
 - a. Creating a comprehensive plan supporting Functional Testing and System/Integration Testing
 - b. Ensuring testing coverage is exhaustive, traceable, and auditable

- c. Preparing test cases for User Acceptance Testing (UAT)
- System Integration Testing:
 - a. Executing tests across the newly developed ERP system
 - b. Validating data conversion and migration processes
 - c. Ensuring proper integration and data flow between functional modules
- Acceptance testing procedures:
 - a. Establishing validation steps to verify response times, software stability post-installation, and operational accuracy
 - b. Including fine-tuning, installation of dependent components, and necessary debugging activities

8.5 Rollout Phase:

8.5.1 Data Migration Approach: The responsibility for migrating data into the new ERP system lies with the Agency. MSIL, in collaboration with the Agency, will jointly determine the specific datasets to be migrated. MSIL shall be responsible for collecting and providing the required data in a digitized format, structured according to templates and guidelines shared by the Agency. During the initial phase of the project, the system implementer is expected to deliver a comprehensive Data Migration Plan encompassing:

- a) Scope of the data to be migrated
- b) Upload templates and migration tools
- c) Timelines for data collection, digitization, and transfer

8.5.2 Key Activities under Data Migration will include:

- a) Development of data upload/download utilities
- b) Provision of migration templates and tools to MSIL
- c) Population and transfer of legacy, raw, and new data into the ERP system
- d) Training and facilitation of the MSIL core team for migration-related tasks
- e) Assistance in verifying data quality, completeness, and integrity
- f) Execution of integration tests using migrated master and transactional data
- g) Support to MSIL in establishing and managing Master Data protocols

8.5.3 Scope of Data Migration: The following categories of data are to be migrated into the ERP system as part of the implementation process

- Transactional Data - All open transactions, along with all transactions recorded from the beginning of the financial year marking the "Usage Ready" state
- Master or Standing Data - Includes vendors/suppliers, customers, employees, materials, work breakdown structures, equipment, specifications, cost data, and other core reference entities

- Live Project Data - All transactional records associated with active projects, to be captured and migrated in alignment with the approved TO-BE process definitions
- Associated Master Data - This comprises relevant drawings, test results, and other supporting documentation linked to the master data as applicable

The Agency shall be fully accountable for ensuring the completeness and accuracy of the data migration process. This includes adhering to the agreed timelines and ensuring all necessary data is transferred in line with implementation requirements.

- 8.5.4 Source Systems and Data Entry Responsibilities: The majority of data migration will be sourced from MSIL's existing financial management systems and inventory with additional input from HR and administration systems as needed. In cases where data must be captured from physical records, MSIL will oversee the data collection process and execute the necessary data entry tasks in alignment with the migration plan.
- 8.5.5 End-User Training Strategy: The objective of end-user training is to equip users with the necessary skills and knowledge to effectively perform their designated roles at the "Usage Ready" stage of ERP deployment. Training modules will be tailored based on the specific functions and responsibilities of each user group. Accordingly, distinct user profiles will be defined to enable role-based training delivery.
- 8.5.6 Cut Over Strategy Framework: The Agency shall develop and document a comprehensive Cutover Strategy to support a seamless transition to the new ERP environment. This strategy must include
- A structured approach for initial data take-on
 - Defined sequencing for subsequent data uploads and transitions
 - Establishment of a support helpdesk along with detailed operational procedures
 - Measures to minimize business disruptions and operational risks during cutover activities

This plan should ensure a controlled and auditable migration process, facilitating a smooth shift to the "Usage Ready" state.

8.6 User Acceptance and Go live Phase

- 8.6.1 To validate the ERP system's preparedness for the "Usage Ready" state, the Agency shall undertake the following key activities:
- a. Assist in establishing a helpline number to address user queries and support needs
 - b. Monitor system health, usage patterns, and performance metrics until the solution stabilizes
 - c. Ensure resolution and comprehensive documentation of all issues encountered during implementation
 - d. Execute final rounds of configuration, integration, and conduct volume

and stress testing

- e. Initiate switchover to the production environment, marking the formal transition to live operations

8.6.2 Declaration of “usage ready” Status: The ERP system shall be formally declared “Usage Ready” upon satisfactory completion of the following activities

- a. Acceptance testing - Successful execution and validation of system functionalities against defined requirements
- b. Hardware commissioning - Deployment and operational readiness of all necessary infrastructure components
- c. Data migration - Accurate and complete transfer of legacy data into the new system environment
- d. Training - Comprehensive user training sessions to ensure smooth adoption and operational proficiency
- e. User Setup and role mapping - Creation of user and assignment of roles/responsibilities aligned with access control policies
- f. Establishment of a functional helpline number to assist users during the transition phase

8.6.3 Acceptance Criteria for “Complete deployment”: The ERP system shall be deemed “completely deployed” upon meeting either of the following conditions—whichever occurs later

8.6.4 User Adoption Support: Between the “usage ready” stage and the formal declaration of “complete deployment,” the Agency shall extend user adoption support by deputing both technical and functional consultants at the client site. During this period, the Agency shall undertake the following activities:

- a. Provide hands-on assistance to users in executing their daily tasks using the ERP system
- b. Promote consistent and effective usage of the ERP system across relevant operations
- c. Deliver targeted training to individual users on specific processes and activities aligned with their roles

9. High-level functional requirements -Departments:

9.1 Tours & Travel

High level functional requirements	
Current mechanism	i. Customers enquire about travel packages via mobile number or e-mail. Upon receiving an inquiry, the concerned department will collect basic user info and provide costing for pre-planned packages and an approximate price estimate for customized packages.
	ii. MSIL will then float a tender on the e-procurement website which has empaneled vendors to obtain final quotations. The vendor offering the lowest price (L1) will be selected. After MSIL confirms the final package amount with the user, the user can make a booking by paying an advance (amount varies by package).

High level functional requirements	
ERP Solution	<p>iii. MSIL will issue a work order to the L1 vendor highlighting all the services to be included for the trip. The final payment must be made before travel. After the user reaches the destination, the selected vendor will manage the user's travel experience until their return.</p> <p>iv. Post trip completion, the vendor will generate an invoice to MSIL, and MSIL will process the payment between 7 to 15 days.</p> <p>v. User feedback will be collected in the form of ratings & reviews and information about upcoming tour packages will be sent regularly to the existing customer base.</p> <p>vi. Additionally, online flight bookings on credit basis for government organizations exclusively is handled by the concerned department. Currently personal log in IDs for various airlines are available.</p>
	<p>• Simple interface for users to submit inquiries via mobile / e-mail: Users will have access to an easy-to-use platform that allows them to submit inquiries seamlessly via mobile number or email. This ensures convenience and accessibility, enabling customers to request information or assistance without technical barriers. The interface will be designed for efficiency, with predefined fields for essential details, reducing response time.</p>
	<p>• Approximate package cost before vendor co-ordination: MSIL should be able to generate an estimated package cost using a predefined pricing algorithm before initiating vendor coordination. This helps potential customers get an idea of expenses early in the planning process, improving transparency and aiding decision-making.</p>
	<p>• Vendor portal for Tender Process and Selection: A dedicated vendor portal will streamline the tendering process, allowing MSIL to float tenders on the e-proc website. Vendors can submit bids, and the system will help identify the lowest bid (L1 vendor) based on predefined selection criteria, ensuring a fair and competitive procurement process.</p>
	<p>• Backend interface for Price Comparison: MSIL will have an intuitive backend interface that enables efficient comparison of vendor quotations and pricing. This system will facilitate informed decision-making by providing automated sorting, filtering, and analytical tools to assess price variations among different vendors.</p>
	<p>• Final Package Price Confirmation Post Vendor Selection: Once a vendor is selected, the system will confirm the final package price based on the agreed terms and conditions. The transparency of this step ensures both MSIL and its</p>

High level functional requirements	
	customers receive accurate financial details before proceeding with bookings.
	<ul style="list-style-type: none"> • Booking and variable advance payment options: The ERP system will support flexible payment structures, allowing customers to make bookings and advance payments based on their preferences. Options for full payment, installment-based advances, or variable deposit amounts will be available, catering to different financial needs.
	<ul style="list-style-type: none"> • Flight booking integration with Prepaid Airlines Accounts: MSIL's prepaid airline accounts will be integrated into the system, allowing flight bookings on a credit basis with a repayment window which has a defined time period. This feature provides financial flexibility while streamlining travel arrangements for customers.
	<ul style="list-style-type: none"> • End-to-end vendor handling support: The system will oversee complete vendor coordination from the initial destination to the final return stage. This ensures that all logistical aspects, including accommodation, transport, and additional services, are efficiently managed without delays or discrepancies.
	<ul style="list-style-type: none"> • User feedback mechanism: A built-in feedback system will enable users to share their experience with MSIL's services. Ratings, reviews, and structured survey responses will be collected and analyzed to improve service quality, vendor selection, and overall customer satisfaction.
	<ul style="list-style-type: none"> • Dashboard: The dashboard will serve as a comprehensive, real-time analytics tool to monitor key performance indicators (KPIs) and trends, enabling data-driven decision-making. It will feature an intuitive layout with interactive visualizations, ensuring stakeholders can easily interpret and act on the data. Key Components and Metrics: <ul style="list-style-type: none"> ○ Bookings Trends ○ Revenue from Tours ○ Customer Satisfaction Analysis ○ Top Locations

9.2 Industrial Products Division

High level functional requirements	
	i. Customer sends inquiry about solar water heaters or solar power packs marketed under the name of 'Hot Springs' and 'MSIL Lights' respectively.
	ii. An EOI is floated on Karnataka Procurement Portal to empanel vendors for a duration of one or two years.

High level functional requirements	
Current Mechanism	iii. A restricted rate tender is floated for each customer enquiry to the empaneled vendors.
	iv. Documents from bidders are submitted in the KPPP website as per tender criteria
	v. Scrutiny committee convenes to verify and sign physical annexures
	vi. Final file is forwarded to the Managing Director
ERP Solution	vii. Upon approval, agreement is signed with the L1 bidder
	Committee-Based Document Verification <ul style="list-style-type: none"> Secure login for scrutiny committee members Digital bid document to be viewed on the ERP with approval workflow E-signature provision mapped to each member and forwarded to Managing Director
	Tally Integration & Document Generation <ul style="list-style-type: none"> Fetch sales invoices from Tally upon generation Auto-generate Delivery Challan, E-way Bill, Installation & Commissioning Certificate Predefined templates of the above documents to be stored in the application
	Installation Documentation <ul style="list-style-type: none"> Technical consultants to upload pre-dispatch and post-dispatch site visit documents to be incorporated as part of the application Document and photo upload support
	Supplier E-Invoice Handling <ul style="list-style-type: none"> Software to allow uploading of supplier invoices Unique ID to respective order using PO number
	GST Bifurcation & Billing Logic <ul style="list-style-type: none"> Bifurcation logic based on entity type (Govt. vs Private); no GST to be added to orders from Government departments Automated GST computation & ITR-ready billing export to HO Final bills to follow standard invoicing format
	Invoice Authentication <ul style="list-style-type: none"> Verification module for validating invoice integrity and GST calculation Role-based access to audit and authorize deductions
	HSN Code Integration <ul style="list-style-type: none"> Uploadable HSN database linked with product master Auto-suggest dropdown based on product name search Mandatory selection before invoice generation
	Inventory Management <ul style="list-style-type: none"> Live inventory table with color-coded alerts for negative balances FIFO/LIFO support depending on department preference
	Aging Report from Tally

High level functional requirements	
	<ul style="list-style-type: none"> • Pull receivable/payable aging data directly from Tally • Display alongside transaction history for reference
	Supplier Transaction Balance <ul style="list-style-type: none"> • Dashboard view for supplier-wise order summary • Highlight payment status, balance due, and cumulative transaction value

9.3 Paper Division

High level functional requirements	
Current Mechanism	<ul style="list-style-type: none"> • Products sold: Notebooks (various sizes), stationery, blank marks card
	<ul style="list-style-type: none"> • Orders from regular customers (monthly/half-yearly) and proposals to new customers • New vendors may proactively acquire new customers
	<ul style="list-style-type: none"> • Tender is floated to empanelled vendors through KPPP, L1 bidder selected and approved by MSIL and order placed upon price acceptance
	<ul style="list-style-type: none"> • Inventory managed via Vallabh's internal interface, Manual BRS operations; limited automation, Invoices generated using a predefined format
	<ul style="list-style-type: none"> • Lekhak contest held annually for brand engagement
ERP Solution	<ul style="list-style-type: none"> • Product and Inventory Management: <ul style="list-style-type: none"> ○ Product Catalogue Structure <ul style="list-style-type: none"> i. Notebooks (varied sizes), school/office stationery, blank mark cards ii. Product attributes: size, use case, material type ○ Inventory Control <ul style="list-style-type: none"> i. Automated tracking with FIFO/LIFO logic ii. Aging reports for optimal stock rotation iii. Raw material allotment automated ○ Stock Visibility <ul style="list-style-type: none"> i. Real-time dashboards for item availability and consumption ii. Integration with procurement and sales module
	<ul style="list-style-type: none"> • Order Management Workflow: <ul style="list-style-type: none"> ○ Customer Segmentation <ul style="list-style-type: none"> i. Regular Customers: Monthly/Half-Yearly frequency ii. New Customers: Acquired via proposals or vendor outreach ○ Sales Order Process <ul style="list-style-type: none"> i. Proposal submission → Approval → Sales Order Creation ii. Standard order templates used to auto-generate orders ○ System Alerts

High level functional requirements	
	<ul style="list-style-type: none"> i. Pending customer response notifications ii. Proposal validity tracking and expiry prompts
	<ul style="list-style-type: none"> • Approval Workflow: <ul style="list-style-type: none"> ○ Multi-level review before order confirmation ○ Purchase Order Integration: Linked with inventory, order requirements, and supplier delivery timeline
	<ul style="list-style-type: none"> • Finance and BRS automation <ul style="list-style-type: none"> ○ Banking Retail System (BRS) <ul style="list-style-type: none"> i. Auto-reconciliation with bank feeds ○ Invoice Management <ul style="list-style-type: none"> i. Configurable invoice templates (GST, discounts, terms) ii. Seamless ledger integration and digital dispatch iii. Digitization of vendor invoices for further payment processing
	<ul style="list-style-type: none"> • Marketing and Promotion: <ul style="list-style-type: none"> ○ Annual Engagement Campaigns <ul style="list-style-type: none"> i. Lekhak contest managed within campaign module ii. Entry tracking, winner selection, and event scheduling ○ Digital Marketing Integration <ul style="list-style-type: none"> i. social media outreach for Vidya and Lekhak books ii. Generate insights
	<ul style="list-style-type: none"> • Reporting and Analytics: <ul style="list-style-type: none"> ○ Sales trend analysis by customer type or item category ○ Product aging dashboards ○ Vendor bid history & performance ratings

9.4 Beverage Division

High level functional requirements	
Current mechanism	<ul style="list-style-type: none"> • Order Placement <ul style="list-style-type: none"> ○ No tenders floated; MSIL functions as a distributor. ○ Order quantities are determined using a predefined algorithm: <ul style="list-style-type: none"> i. Based on average sales of the last 3 months. ii. Exceptions are holidays and special occasions. ○ Orders are placed informally via WhatsApp. ○ No formal indent or approval workflow exists
	<ul style="list-style-type: none"> • Inventory Management <ul style="list-style-type: none"> ○ Stock maintained for 15–20 days as per MSIL guidelines.

High level functional requirements	
	<ul style="list-style-type: none"> ○ Liquor bottle aging is tracked using the existing software
	<ul style="list-style-type: none"> ● Transportation <ul style="list-style-type: none"> ○ Managed by a separate department. ○ Quantity details shared via message/indent. ○ Transportation is outside MSIL's operational scope
	<ul style="list-style-type: none"> ● Software Usage <ul style="list-style-type: none"> ○ Existing software in use since 2010; updated as and when needed ○ Available reports include: <ul style="list-style-type: none"> ○ Item-wise purchase and inventory reports. ○ Outlet-specific ledger. ○ Distillery report. ○ Indent vs. purchase comparison. ○ Sales target and TDS tracking. ○ Damage percentage and insurance compensation logic
	<ul style="list-style-type: none"> ● Attendance Tracking <ul style="list-style-type: none"> ○ Manual attendance maintained for retail outlet employees. ○ Verified by HR and uploaded post-confirmation from District Liaisoning Officer (DLO). ○ Identified as a major drawback due to inefficiencies
	<ul style="list-style-type: none"> ● Grievance Handling <ul style="list-style-type: none"> ○ MRP violations and customer queries are tracked informally. ○ No structured resolution mechanism in place
Identified gaps and challenges	<ul style="list-style-type: none"> ● Order Placement: Informal communication via WhatsApp; lacks audit trail and structure. ● Attendance: Manual process; time-consuming and prone to manipulation. ● Sales Reporting: No daily summary upload; risk of malpractice. ● Grievance Redressal: No formal feedback mechanism; poor customer experience. ● Software Limitations: Legacy system lacks automation and scalability
ERP Solution	<ul style="list-style-type: none"> ● Demand Forecasting and Order Placement <ul style="list-style-type: none"> ○ ERP auto-generates order recommendations based on: <ul style="list-style-type: none"> i. Previous sales data (last 3 months). ii. Calendar-based exceptions (holidays, events). ○ Formal indent raised within ERP. ○ Approval workflow: Branch Manager → Division Head → System-triggered order placement
	<ul style="list-style-type: none"> ● Inventory and Stock Management <ul style="list-style-type: none"> ○ Real-time inventory tracking with alerts for: <ul style="list-style-type: none"> i. Stock below 15-day threshold. ii. Overstocking risks. <p>Liquor aging tracked via batch and barcode integration</p>

High level functional requirements	
	<ul style="list-style-type: none"> • Sales Summary Upload <ul style="list-style-type: none"> o Daily sales summary auto-generated by POS or outlet system. o Mandatory upload to ERP by end-of-day. o Dashboard access for DLO, Finance, and Audit teams
	<ul style="list-style-type: none"> • Attendance Digitization <ul style="list-style-type: none"> o Biometric or mobile-based attendance capture at outlets. o Auto-sync to ERP with role-based verification. o HR and DLO access for validation
	<ul style="list-style-type: none"> • Grievance and Feedback Mechanism <ul style="list-style-type: none"> o Customer complaints logged via: <ul style="list-style-type: none"> i. Mobile app/web portal. ii. Retail outlet interface. o Categorization: MRP violation, product quality, service feedback.
	<ul style="list-style-type: none"> • Reporting and Analytics <p>Custom dashboards for:</p> <ul style="list-style-type: none"> o Sales trends and outlet performance. o Indent vs. actual purchase. o Damage percentage and insurance claims. o Employee attendance and compliance. o Grievance resolution status

NOTE: Based on the existing software MSIL is free to ask system integrator to develop required solutions for beverages Division only.

10 High level Functional Vertical Requirement:

10.1 Marketing, Sales & Distribution

High level functional requirements	
Business Process	Marketing & Distribution
	Module consisting of following Core Process,
	Sales & Distribution
	Sales Support
	<u>Customer, Partner support management.</u> <ul style="list-style-type: none"> - Manage all business support interactions in one system. - All notes, calls, meetings and tasks to be easily accessed and reviewed. - Drag and drop e-mail correspondence making it easy for archiving and retrieving communication - Single, central database of information to eliminate the need to enter duplicate information, also promote information sharing among all departments - Link and drill down to other ERP modules such as Bill of manufacturing, inventory items, order, shipping, invoices, POs, BOL's, RMA's, Corrective actions, PLM and more
General	Ability to receive & manage enquiries
	System should have facility for material dispatch integrated with warehouse module
	Ability to incorporate billing module for invoice generation along with credit or debit memo generations.

High level functional requirements	
	<p>Ability to generate graphical representation of yearly/ monthly sales report customer wise both for sales with in India and foreign trades</p> <p>Module shall allow importing selected historical data for analysis and planning the production accordingly.</p>
Billing	<p>Facility to raise tax invoice against the material dispatched. Validate & integrate with finance module</p> <p>Ability to track payments received from regional offices on daily /weekly and monthly basis. This shall be available to finance section for reconciling the accounts at the end of the month and shall monitor the closing balance of each divisional offices.</p>
Shipping	<p>Ability to assign shipper against each shipment from the list of approved shippers by regional offices. Shall support shipping goods to different address against a single sales order.</p> <p>Ability to dispatch of materials tightly integrated with warehouse module to validate stock for partial or full shipment.</p> <p>Ability to create Pick tickets for picking goods</p> <p>Ability to create packing slips for dispatch of goods</p> <p>Ability to issue Advanced Shipping Notices</p>
Transportation	<p>Facility to update and track goods received acknowledgement with the details like product and quantity received for further reference and records. ERP shall have option to upload these documents for tracking.</p> <p>Ability to select & choose particular vehicle type for transportation</p>

10.2 Finance and Accounting

High level functional requirements	
ERP Solution	<p>Multi division Accounting Integration</p> <ul style="list-style-type: none"> • Maintain separate accounting modules for each sub-division with seamless linkage to the central F&A division. • Enable real-time data synchronization between sub-division ledgers and the consolidated financial system. • Support drill-down views from consolidated to individual division-level transactions and balances.
	<p>Consolidated Invoice and Payment Management</p> <ul style="list-style-type: none"> • Capture and maintain a unified ledger of all invoices raised and payments received across sub-divisions. • Enable automated reconciliation of payments against invoices, with exception handling and alerts. • Provide audit trails for invoice lifecycle—from generation to settlement.
	<p>Inventory and BRS automation</p> <ul style="list-style-type: none"> • Automate inventory valuation and financial postings linked to procurement and consumption. • Implement BRS automation with rule-based matching of bank statements and ledger entries. • Flag mismatches and generate reconciliation reports with approval workflows
	<p>Debtors and Creditors Aging Analysis</p>

High level functional requirements	
	<ul style="list-style-type: none"> • Generate aging reports for receivables and payables, with emphasis on items exceeding 90 days. • Provide actionable dashboards for follow-up, escalation, and provisioning. • Support classification by division, vendor/customer, and aging buckets
	Quarterly Balance Sheet Generation <ul style="list-style-type: none"> • Automate generation of division-wise and consolidated balance sheets on a quarterly basis. • Include configurable templates aligned with statutory formats and audit requirements. • Support versioning, annotations, and export for external audit and board review
	Role Based Dashboard Access Provide interactive dashboards for: <ul style="list-style-type: none"> • Managing Director and Chief Financial Officer: consolidated financials, trends, and alerts. • Division Heads: division-specific financial summaries and KPIs. • Auditors: view-only access to financial statements, audit logs, and compliance reports.
	Scalable Plug-and-Play Architecture <ul style="list-style-type: none"> • Support on boarding of new divisions with minimal configuration effort. • Allow dynamic linking of new accounting modules to the central F&A system. • Ensure consistent data structure, reporting formats, and access controls across all divisions.

10.3 Inventory

High level functional requirements	
Module consisting of following Core Process,	Goods are Delivered
	Goods Reviewed, sorted & Stored
	Inventory Level Monitoring
	Stock Orders are placed
	Order Approval
	Payment Process
	Low Stock Level Triggers Purchasing
General	Ability to manage raw material stocks
	Ability to receive delivered raw materials
	Ability to do quality check against specification
	Ability to have graphical representation of the stores
	Facility to perform quality check against the specification and record acceptance or rejection of material
	Ability to move the rejected/unused materials to disposal module
	Ability to analyze and compare the Special wood oil produced against the Special wood procured

High level functional requirements	
	Ability to create a detailed dashboard for HOD to get the stock details at any point in time for further analysis and action.
	Ability to carry out Where Used Analysis -With Mass Substitution
	Ability to carry out Manual & eKanBan
	Ability to do Unlimited Cost Rollups
	Ability to manage Consignment Inventory (VMI)
	Ability to use Unit of Measures Conversions
	Ability to use Average Cost Analysis
	Ability to do Mass Pricing Updates
	Ability to do Part Number Cross References -AKA
	Ability to manage FIFO/LIFO Tracking
	Ability to do Shelf Life Analysis
	Ability to Separate inventory master records for each manufacturing individual location (or "EPlant")
	Complete lot number tracking and traceability including supporting documents
	Ability to do Serialized inventory control along with barcoding and labelling
	Standard built-in Dashboards and reports specific to inventory management
	Ability to do supplier evaluation based on performance
Delivery of Goods	Ability to generate inward movement of materials at the gate
	Ability to create goods receipt at the stores before quality check.
Goods Reviewed, sorted & Stored	Generate goods receipt note (GRN) for materials passed through quality check
	Facility to sort the materials received as per the category of the raw material received
	Ability to assign a QR code for the batch supply to further track the inventory
	Ability to accept produced Special wood oil cans from Mysore divisions and store it in lockers with qty details
Stock orders placed	Ability to raise indent to procurement division for purchase of raw materials against the sales order
Inventory Level Monitoring/Low Stock Level Triggers Purchasing	Ability to get instant alerts when the stock goes below the threshold limit set
Order Approval	Ability to issue goods against approved orders
Payment Process	Ability to pay the supplier against the material received

10.4 Supply Chain Management

High level functional requirements	
Business Process	Supply Chain Management
	Module consisting of integration of following Core Process,
	Raw Materials
	Suppliers
	Production
	Distribution
	Retail

High level functional requirements	
General	Ability to offer Wireless warehouse for in-coming, WIP and outgoing material/finished goods
	Warehouse module should have built-in Barcoding and labelling platform - including QR coding
	Multiple picking techniques to be supported – configurable interleaving, WAVE picking and planning, rules based directed picking including FIFO, FEFO, LIFO
	Slotting storage locations based on actual usage history so fast moving products are more easily accessible
	Ability to offer “Milk run” planning
	Shelf life management - tracks expirations and automatically identifies non-conforming inventory
	Ability to integrate and manage all the core module from purchase or materials to dispatch of materials to branch offices and retail stores.
	Ability to integrate with inventory, procurement, production, warehousing modules to track the complete supply chain from end to end
	Ability to provide an overview of the supply chain management to analyze the issues and define actions to improve efficiency
Raw Materials	Ability to maintain complete specifications for materials, the specifications for materials conveyed to procurement, and other sourcing functions
Suppliers	Ability to optimize inventory and external procurement of materials and services, determination of possible sources of supply, and monitoring of supply and payment to vendors
Production	Ability to link with material requirement planning (MRP) in production, which determines the inbound material required to complete a production order
Distribution/ Retail	Facility for order fulfillment, amount of material to be transported in the supply chain at each storage site and shipping of the goods.

10.5 Assets Management

High level functional requirements	
Module consisting of following Core Process,	Module consisting of following Core Process,
	Fixed Assets
	Asset Repository
	Track Assets
	Conditions & Performance
	Forecast Maintenance
	Annual Maintenance Plans
General	Ability to manage assets and maintenance of assets of the company
	Ability to generate dashboard indicating the assets available and maintenance schedules for those
Fixed Assets	Ability to record, maintain and update fixed assets of the company

High level functional requirements	
Track Assets	Ability to keep track of assets such as furniture's/fixtures, machineries, equipment's, land, Special wood plantations and buildings
Asset Repository	- Ability to have centralized asset data repository for all the assets.
Forecast Maintenance	Ability to forecast maintenance cost through planned AMC's Integrate the maintenance plan with scheduling platform automatically
Conditions & Performance	Facility to manage/record the maintenance of these assets by competent authority such as machineries & equipment's by production in charge and buildings by civil department.
Annual Maintenance Plans	Ability to automate tracking of maintenance of machineries and equipment's with timely alerts to extend and improve asset life and reliability
	Ability to automate tracking of maintenance of machineries and equipment's with timely alerts to extend and improve asset life and reliability

10.6 MIS

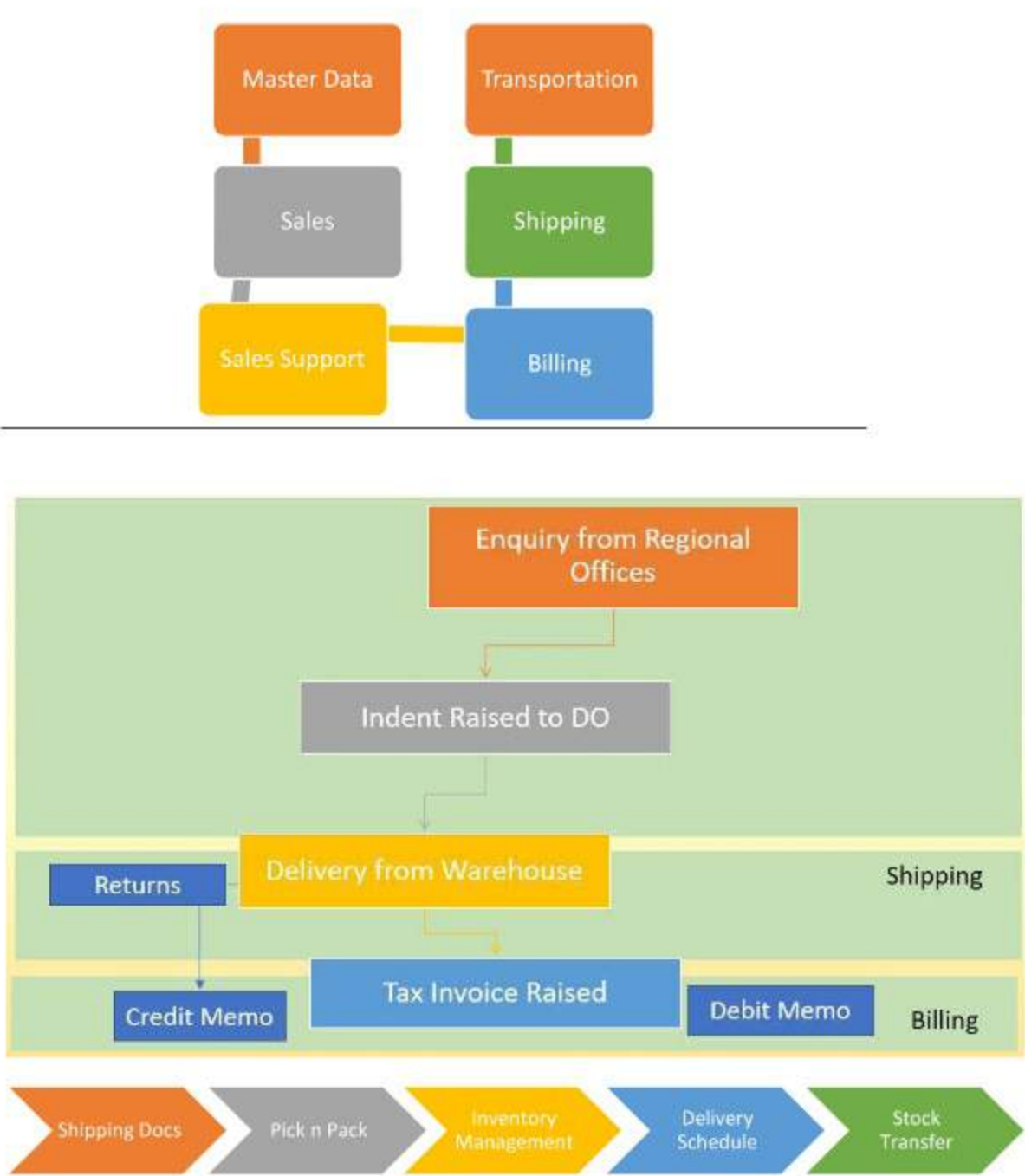
ERP Module	12. Management MIS
	BI Platform - Should offer a 360 view of all operations and functions and provide advanced analytics. We want these to be used by all functions, roles, management and make it a way of life for our Organization
	Ability to offer drilldown functionality to view critical detail and offer 'any time - anywhere' availability with web-enabled facility
	Dashboard should be accessed minimum by all the Users as required by Customer. Minimum no. is as per the User requirement and can be increased to more. Please clarify the license cost for this
	Ability to configure function-specific dashboard showing the key metrics to be measured
	Dashboard to extra data from each module - and show it in chart, bar graph, pie chart
	We will need multiple users to see these dashboards - please specify the licensing requirement clearly
	We should be able to link other web-enabled dashboard in the same platform to get a unified experience
	Reports -
	Offer built-in reports specific to each Function out-of-box, with option to configure them as required. Readymade reports to be offered for SCM, Accounts, Finance, SCM, Production, Maintenance, Quality and Management
	We should be able to add our logos, pictures, addresses and customise the reports
	Alerts
	Ability to create User defined alerts - including group alerts as per Dept/Function
	Alerts should be configurable as per thresholds, frequency, time, event

	Ability to send Alerts through SMS/email
	Customer User fields & Self-configurable forms to be available in all modules
	Ability to capture relevant data in ERP and extract for Dashboards
	Ability to create and configure forms

11 Annexures to Functional Requirements

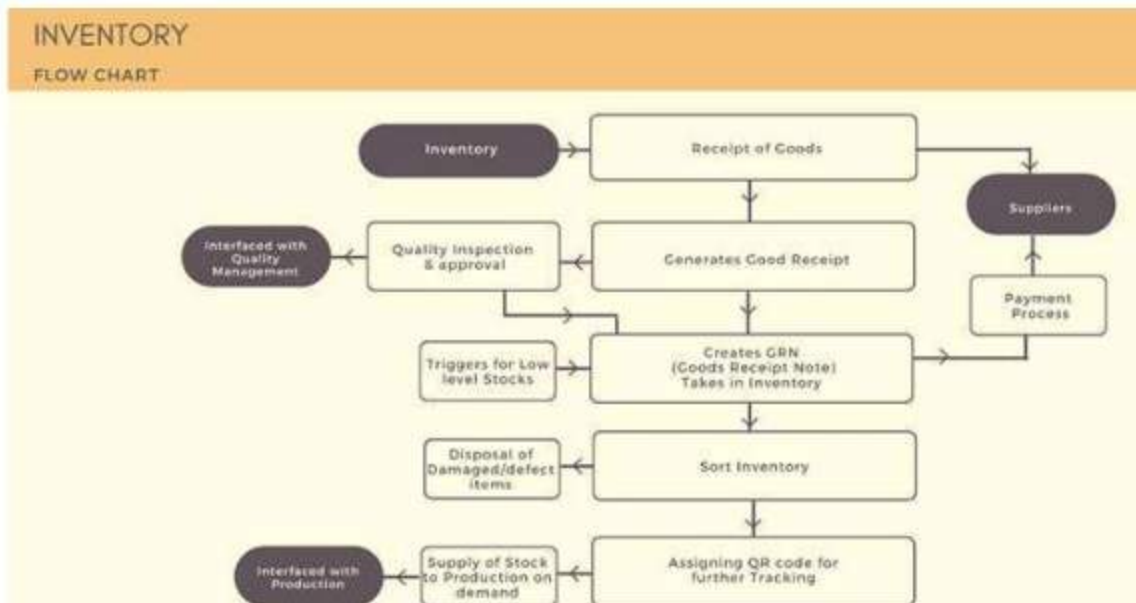
Annexure – A

Marketing, Sales & Distribution Module: Sub Modules & Flow Charts



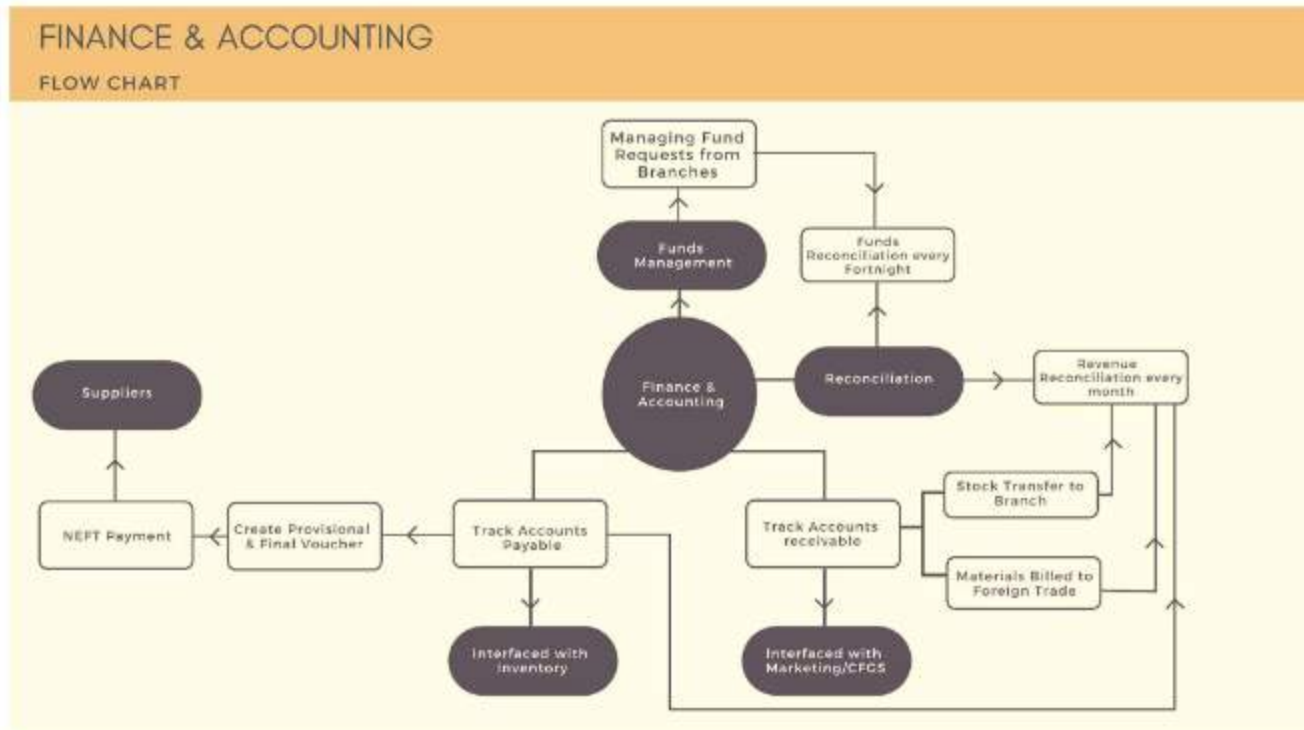
Inventory - Functional Modules & Flow Chart

Annexure - B



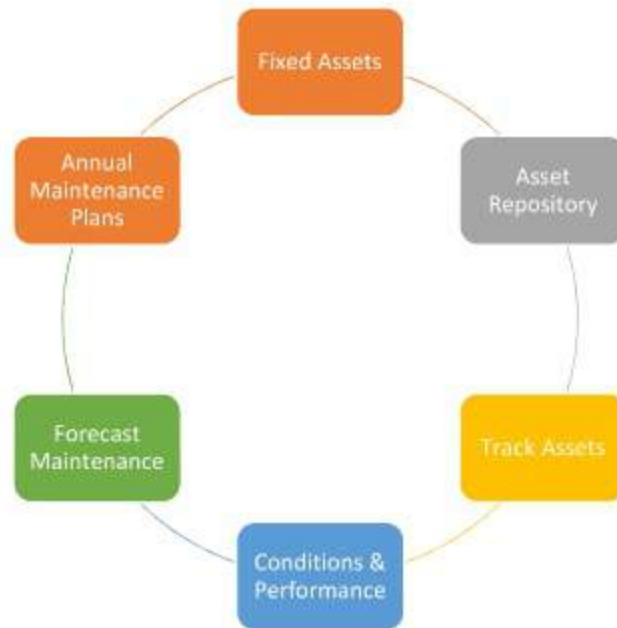
Finance & Accounting: Functional Modules and Flow Chart

Annexure C



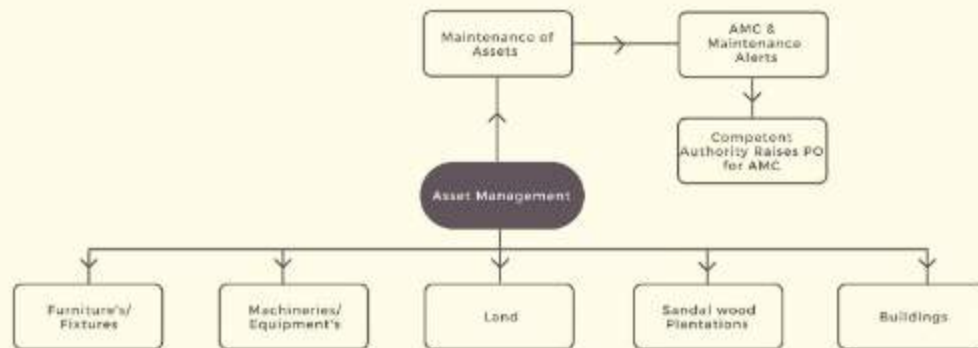
Asset Management - Modules & Flow Chart

Annexure D



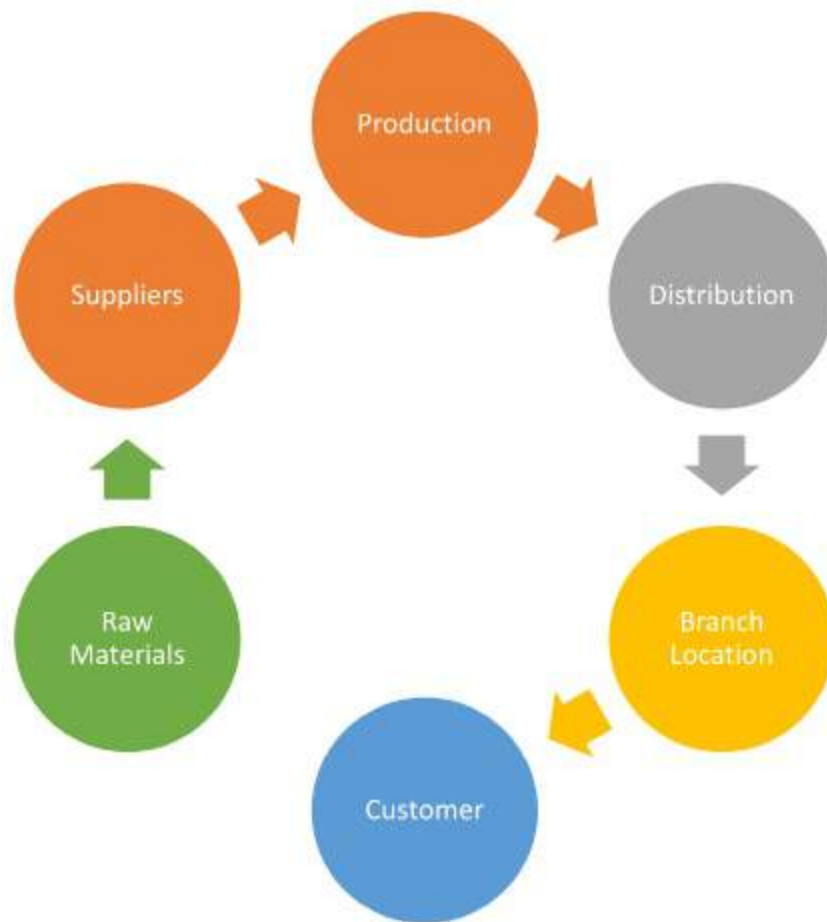
ASSET MANAGEMENT

FLOW CHART



Supply Chain Management Functional Modules & Flow Chart

Annexure E





MYSORE SALES INTERNATIONAL LIMITED

(A Govt. of Karnataka Undertaking)

36, Cunningham Rd, Vasanth Nagar, Karnataka 560052

Short term Tender Notice

Call-2

(<https://kppp.karnataka.gov.in>)

INVITATION OF BIDS (VOLUME-3)

***Appointment of Agency for implementing
Enterprise Resource Planning (ERP) for MSIL***

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A. General Conditions of Contract (GCC)

1. Definition of Terms

- 1.1. **“Agreement”:** means this Master Services Agreement including the Terms and Conditions covered in Vol.I , Vol.II and Vol. III of RFP (Ref Nos and Corrigendum issued if any) & Scope of works, duration, SLA etc covered in the RFP.
- 1.2. **“RFP”** or **“Request for Proposal”** means the documents containing the Technical, Functional, Commercial and Legal Specifications for the implementation of the project issued in 3 Volumes (referred to as Volume I, Volume II and Volume III) and includes the clarifications, explanations and amendments issued from time to time
- 1.3. **“Effective Date”** means the date on which this Contract is signed and executed by the parties hereto.
- 1.4. **“Applicable Law(s)”**Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
- 1.5. **“Authority”** means the Mysore Sales International Limited. The project shall be executed in MSIL and shall be owned by Karnataka Soaps and Detergents Limited.
- 1.6. **“SI”** means the bidder who is selected by the Authority at the end of this RFP process. The **agency** shall carry out all the services mentioned in the scope of work of this RFP and will be termed as System Integrator
- 1.7. **“Contract”** means the Contract entered into by the parties with the entire documentation specified in the RFP.
- 1.8. **“Contract Value”** means the price payable to SI under this Contract for the full and proper performance of its contractual obligations.
- 1.9. **“Commercial Off-The-Shelf (COTS)”** refers to software products that are ready-made and available for sale, lease, or license to the general public.
- 1.10. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- 1.11. **“Effective Date”** means the date on which this Contract is signed executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

- 1.12. **"GCC"** means General Conditions of Contract
- 1.13. **"Goods"** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material/items which SI is required to supply, install and maintain under the contract.
- 1.14. **"[ERP]"** means Enterprise Resource Planning, it is also termed as ERP System. The site for the same shall be informed to selected bidder.
- 1.15. **"Intellectual Property Rights"** means any patent, copyright, trademark, tradename, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.16. **"Go- Live"** means commissioning of project after commencement of all components, including training as per scope of work mentioned in RFP. Bidder should have the approval from Authority for user acceptance testing.
- 1.17. **"Notice"** means: a notice; or a consent, approval or other communication required to be in writing under this Contract.
- 1.18. **"OEM"** means the **Original Equipment Manufacturer of any equipment/system/software/product** which are providing such goods to the Authority under the scope of this RFP.
- 1.19. **"SI's Team"** means SI who has to provide goods & services to the Authority under the scope of this Contract. This definition shall also include any and/or all of the employees of SI, authorized service providers/partners and representatives or other personnel employed or engaged either directly or indirectly by SI for the purposes of this Contract.
- 1.20. **Deleted**
- 1.21. **"Replacement Service Provider"** means the organization replacing SI in case of contract termination for any reasons
- 1.22. **"Sub-Contractor"** shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Authority and the heirs, legal representatives, successors and assignees of such person.
- 1.23. **"SCC"** means Special Conditions of Contract.
- 1.24. **"Services"** means the work to be performed by the agency pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Authority.
- 1.25. **"Confidential Information"** means all information including Authority Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes data, trade secrets, design rights, know-how

and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party(whether a Party to this Agreement) in the course of or in connection with this Agreement(including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);

- 1.26. "Authority Project Data" means all proprietary data of Authority's Project generated out of the transactions, documents and related information including but not restricted to user data which SI obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement.
- 1.27. "Quarterly Payment (QP)" means fees that the SI may be entitled to be paid by the Authority on the quarterly basis for the services rendered during Operation and Maintenance Phase. However, the QP to be paid would be calculated by deducting penalties for breach of SLAs from QP.
- 1.28. "Services" means the services to be delivered to the Authority as specified in the RFP, using the tangible and intangible assets created, procured, installed, managed and operated by the SI including the tolls of information and communication technology specified in the RFP.
- 1.29. "Service Level" means the level of service and other performance criteria which will apply to the services and as set out in the SLA;
- 1.30. "Service Level Agreement (SLA) means the Implementation SLA and Operation and Maintenance SLA, executed by and between the parties and forming part of this agreement.
- 1.31. "Implementation Phase" shall mean and cover the implementation of the deliverables as specified and more fully mentioned in the Vol.II of the RFP.
- 1.32. "Operation and Maintenance Phase" shall mean and cover the Post Implementation deliverables as specified and morefully mentioned in the Vol.II of the RFP for a period of 2 years, unless terminated earlier.
- 1.33. **"Acceptance of System"** The system shall be deemed to have been accepted by the Authority, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work related to the "Acceptance of the System" have been successfully executed and completed either on completion of User Acceptance Test (UAT) plan or when the authority uses the deliverables for its intended use, whichever is earlier. Refer Section 5 of RFP Volume II.
- 1.34. "Proprietary Information" means processes, methodologies and technical and business information, including drawings, designs, formulas, flow charts, data and computer programs already owned by, or granted by third parties to the SI hereto during the term of the agreement.

- 1.35. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.36. MTTR: Mean Time to Repair means it is the minimum time to repair/replace the faulty hardware, software and applications, in hrs. The MTTR shall not exceed the hours stated in SLA from the time the complaint is logged. MTTR would be calculated as per the logs maintained in the EMS at MSIL.
- 1.37. Mean time to repair (MTTR) hardware, software and applications: MTTR is the period of time between the time of opening the Trouble ticket and closing the Trouble ticket on service restoration. It is inclusive of travel time and restoration time. $MTTR = \text{Travel time} + \text{Restoration time}$.
- 1.38. Business Day: Services of Centralized Data Centre and ICOP shall be available 24X7.

2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. The documents forming the Contract shall be interpreted in the following order of priority:
 1. Signed Contract Agreement
 2. Pre-bid clarification and Corrigendum, if any
 3. Volume III of RFP (SCC holds precedence over GCC)
 4. Section 1 and 2 of RFP volume II
 5. Section 4 of RFP volume II
 6. RFP volume I

3. Deleted

4. Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by SI.

- 4.1. Furnishing by SI, an unconditional and irrevocable Performance Bank Guarantee, i.e. Performance Bank Guarantee (PBG) of 5% of the total contract value (as mentioned in Volume I) and acceptable to the Authority, which would remain valid until stipulated by the Authority..
- 4.2. The Authority reserves the right to waive any or all of the conditions specified in Clause 4.3 above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.
- 4.3. In the event that any of the Conditions Precedent not been fulfilled and the same

has not been waived by either Party fully or partially, this Agreement shall cease to have any effect as of that date.

- 4.4. Instead of terminating this Agreement as provided in paragraph above, the Parties may extend the time for fulfilling the Conditions Precedent and the Term of this Agreement by mutual agreement.

5. Scope of work

- 5.1. Scope of the work shall be as defined in Volume II and Annexures thereto of the Tender.
- 5.2. Authority has engaged SI to provide services related to the implementation of Enterprise Resource Planning (ERP) Solutions, using which the Authority intends to perform its day-to-day operations. SI is required to provide such goods, services and support as the Authority may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals outlined in the Bid, the Tender and this Contract and are deemed necessary by the Authority, to meet its business requirements (hereinafter 'scope of work').

6. Commencement and duration of this agreement

- 6.1. This Agreement shall come into effect from the date of issuance of notice to proceed with work by the Authority (hereinafter called the "Effective Date") and cover the Implementation Phase and the Maintenance Phase. The Maintenance Phase shall last for a period of 3 years from the date of Go-Live, subject to fulfilment of the rights and obligations of the parties under the Agreement.

7. Key Performance Measurements

- 7.1. Unless specified by the Authority to the contrary, SI shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under the Service Level Agreement section of this section.
- 7.2. The Authority reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions in mutual agreement with SI which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements in writing to the SI.
- 7.3. The SI shall carry out such services upon receipt of such intimation. If there are any financial implications owing to such directions by the Authority, a Change Control Note may be raised for the same.

8. Commencement and Progress

- 8.1. SI shall subject to the fulfilment of the conditions precedent above in clause 4, commence the performance of its obligations in a manner as per the Scope of Work (RFP Volume II).
- 8.2. SI shall proceed to carry out the activities/services with diligence and expedition

in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

- 8.3. SI shall be responsible for and shall ensure that all activities/services are performed in- accordance with the Contract, Scope of Work and Service Specifications and that SI's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out here under.

9. Standards of performance

- 9.1. SI shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. SI shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

10. Approvals and Required Consents

- 10.1. The Authority shall provide necessary support to Bidder in obtaining the Approvals. In the event that any Approval is not obtained, SI and the Authority shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Authority, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that SI shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that SI 's obligations are dependent upon such Approvals.

11. Deleted.

12. SI's Obligations

- 12.1 SI's obligations shall include all the activities as specified by the Authority in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable Authority to meet the objectives and operational requirements. It shall be SI's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- 12.2 In addition to the aforementioned, SI shall provide services to manage and maintain the said system and infrastructure as mentioned in RFP Volume II
- 12.3 Authority reserves the right to interview the Key personnel proposed that shall be deployed as part of the project team. If found unsuitable, the Authority may reject the deployment of the personnel. But ultimate responsibility of the project

implementation shall lie with SI.

- 12.4 Authority reserves the right to require changes in personnel which shall be communicated to SI. SI with the prior approval of the Authority may make additions to the project team. SI shall provide the Authority with the resume of Key Personnel and provide such other information as the Authority may reasonably require. The Authority also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, SI shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- 12.5 SI shall ensure that SI's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. SI shall ensure that the services are performed through the efforts of SI's Team, in accordance with the terms hereof and to the satisfaction of the Authority. Nothing in this Contract relieves SI from its liabilities or obligations under this Contract to provide the Services in accordance with the Authority's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Authority and SI shall be liable for any non- performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- 12.6 SI shall be fully responsible for deployment/installation/development and integration of all the software and hardware components and resolve any problems/issues that may arise due to integration of components.
- 12.7 All the software licenses that SI proposes should be perpetual software licenses and shall not be restricted based on location.
- 12.8 The Authority reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between SI and OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Authority. An executed copy of each of such agreements/contracts shall, immediately upon execution (for the AMC period) be submitted by SI to the Authority.
- 12.9 If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of the System till the end of contract, SI should replace the products/solutions with an alternate that is acceptable to the Authority at no additional cost to the Authority and without causing any performance degradation.
- 12.10 The Licenses of all the Hardware, Software, Operating systems, Data Bases, system Software, COTS Software Product procured under this contract will be in the name of Authority only.
- 12.11 SI shall ensure that the OEMs provide the support and assistance to SI in case of any problems/issues arising due to integration of components supplied by him

with any other component(s)/product(s) under the purview of the overall solution. Suppose the same is not resolved for any reason whatsoever. In that case, SI shall replace the required component(s) with an equivalent or better substitute that is acceptable to Authority without any additional cost to the Authority and without impacting the performance of the solution in any manner whatsoever.

- 12.12 SI shall ensure that the documentation and training services associated with the components are provided by the OEM partner or the OEM's certified training partner, without any additional cost to the Authority. The training has to be conducted using official OEM course curriculum mapped with the hardware/Software Product's to be implemented in the project.
- 12.13 SI and their personnel/representative shall not alter/change/replace any hardware component proprietary to the Authority and/or under warranty or O&M of third party without prior consent of the Authority.
- 12.14 SI's representative(s) shall have all the powers requisite for the execution of the scope of work and performance of services under this contract. SI's representative(s) shall liaise with the Authority's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works.
- 12.15 SI shall be responsible on an ongoing basis for coordinating with other vendors and agencies of the Authority to resolve issues and oversee the implementation of these efforts. SI shall also be responsible for resolving conflicts between vendors in case of borderline integration issues. In the event of any unresolved disputes, they will be escalated to the Authority for resolution.
- 12.16 SI is expected to set up a project office in Bangalore City. The technical manpower deployed on the project should work from the same office.
- 12.17 The Authority's representative, upon receipt of a request from SI intimating commencement of activities at various locations, shall give to SI access to as much of the Sites as may be necessary to enable SI to commence and proceed with the installation of the works in accordance with the program of work. Any reasonable proposal of SI for access to the Site to proceed with the installation of work in accordance with the program of work shall be considered for approval and shall not be unreasonably withheld by the Authority. Such requests shall be made to the Authority's representative in writing at least 3 days prior to the start of the work.

13. Start of Installation

- 13.1. Bidder shall co-ordinate with the Authority and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in RFP Volume II document. SI shall also co-ordinate regarding Network / Bandwidth connectivity in order to prepare the installation plan and detailed design / architectural design documents.
- 13.2. SI shall submit the plan and design documents (HLD and LLD) thus developed

for approval by the Authority.

- 13.3. After obtaining the approval from the Authority, SI shall commence the installation.

14. Reporting Progress

- 14.1. SI shall monitor the progress of all activities related to the execution of this contract and submit progress reports to the Authority, detailing all related work, milestones, and their progress during the implementation phase.
- 14.2. Formats for all the above-mentioned reports and their dissemination mechanism shall be discussed and finalised along with the project plan. The Authority, on mutual agreement between both parties, may change the formats, periodicity and dissemination mechanism for such reports.
- 14.3. Periodic meetings shall be held between the representatives of the Authority and SI once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held on an ongoing basis, as desired by the Authority, to discuss the performance of the contract.
- 14.4. SI shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 14.5. The Authority reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the course of the Contract. The Authority may demand and upon such demand being made, SI shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/performance of the work/service.
- 14.6. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/standards, the Authority's representative shall so notify SI in writing.
- 14.7. SI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. SI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or Authority's representative that the actual progress of work does not conform to the approved plan SI shall produce at the request of the Authority's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- 14.8. The submission seeking approval by the Authority or Authority's representative of such plan shall not relieve SI of any of his duties or responsibilities under the

Contract. Extension of time would be granted to SI if there is a delay in providing approval by the Authority & SI shall not be penalized for such delays.

- 14.9. If during the execution of works, the progress falls behind schedule or does not meet the Tender requirements, SI shall deploy additional manpower/resources to recover the progress or to meet the RFP requirements. A plan for deploying extra manpower/resources shall be submitted to the Authority for review and approval. All time and cost implications in this regard shall be borne by SI within the contract value.

15. Project Plan

- 15.1. Within 15 calendar days of effective date of the contract, SI shall submit to the Authority for its approval a detailed Project Plan with details of the Project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by SI shall conform to the requirements and timelines specified in the Contract. The Authority and SI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which SI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Authority's Representative of the Project Plan shall not relieve SI of any of his duties or responsibilities under the Contract.

16. DELETED

17. Statutory Requirements

- 17.1. During the tenure of this Contract nothing shall be done by SI or his team in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter- alia customs, stowaways, foreign exchange etc. and shall keep Authority indemnified in this regard.

18. Authority's Obligations

- 18.1. Authority or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to SI.
- 18.2. Authority shall ensure that timely approval is provided to SI as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this contract.
- 18.3. The Authority's representative shall interface with SI, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Authority shall provide adequate cooperation in

providing details, coordinating and obtaining of approvals from various governmental agencies.

- 18.4. Authority may provide on Bidder's request, particulars/information/or documentation that may be required by SI for proper planning and execution of work and for providing services covered under this contract and for which SI may have to coordinate with respective vendors.

19. Payments

- 19.1. Authority shall make payments to SI based on the prices quoted by the SI after deduction of Penalties and those undelivered services if any.
- 19.2. Authority shall make payments to SI at the times and in the manner set out in the Payment schedule as specified in Payment Milestones provided below subject to the deduction of liquidated damages and penalty of non-meeting of SLA's , if any. Authority shall make payments to SI within 60 days of receipt of due and payable invoice(s) and all necessary supporting documents as per the payment terms mentioned in the RFP.
- 19.3. The contract price shall be split into two phases. The capex payment will be 70% of the contract price, and the remaining 30% of the contract price shall be towards the O&M phase.
- 19.4. Phase 1 – Implementation and Go live phase: The payment to the said phase shall be milestone based which is detailed below.

No	Activity	Individual phases of the activities	Timeline	% Payment of Capex Value
1	Documentation	• Submission and approval of Scope Requirement Specification and Functional Requirement Specification	T+30Days	10%
		• Submission and approval of High- Level Design Document		
		• Submission and approval of Low- Level Design Documents		
2	Procurement	• Upon supply of the ERP with necessary licenses	T+45days	40%
3	Rollout and Customization as per client requirement	• Installation, configuration & customization of Paper division, Industrial and Product Division, Tours and Travels division.	T + 120 Days	20%
		• Installation, configuration & customization of Beverages division	T+150 Days	20%
4	UAT, GO LIVE	• ERP Solution as per RFP and SRS.	T +180 Days	10%

- 19.5. Phase 2- Operation and Maintenance Phase: The said phase will start after the completion of Phase 1 and the period of the said phase shall be 24 months. The payment shall be made at the end of every quarter in equal quarterly instalments.

Payment to SI towards Phase-2 activity, Operation and Maintenance phase for 24 months from **the T1+180 days**, shall be made for each quarter on equal quarterly installment after completion of each quarter and submission of invoice

Note: T is the date of signing of contract & T1 is the date of Go Live of the last phase.

- 19.6. Authority shall pay the applicable GST on the Goods & Services under the existing, amended or enacted laws during life of this contract on production of actual invoices and requisite self - declaration on GST changes from SI.
- 19.7. No invoice for extra work on account of change order shall be submitted by SI unless the said extra work/change order has been authorized/approved by the Authority in writing in accordance with Change Control Note (Annexure I of this section of the RFP)
- 19.8. In the event of Authority noticing at any time that any amount has been disbursed wrongly to SI or any other amount is due from SI to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying SI or deduct such amount from any payment falling due to SI. The details of such recovery, if any, shall be intimated to SI. SI shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Authority or SI.
- 19.9. All payments to SI shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, SI is liable, the same shall be deducted by Authority from any dues to SI. All payments to SI shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to SI on chargeable basis.
- 19.10. Authority shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI under this clause where the Authority's disputes such invoice or part limited to that which is in dispute. Any exercise by the Authority under this Article shall not entitle the SI to delay or withhold provision of the Services. However, Authority shall be entitled to withhold the payment provided SI fails to rectify the disputed service even after serving a notice not less than 30 days period to this effect. Moreover, Authority will withhold the payment only to the extent of the value or the portion of the value of disputed services involved in such invoice and release the balance amount in that invoice as per the contract term. Such withheld payment would be released immediately after resolving the dispute.
- 19.11. Authority shall be entitled to delay or withhold payment of any invoice or part of

it delivered by the SI under this clause where Authority disputes any previous invoice or part of it that it had not previously disputed under Clause 25 of this RFP provided that such dispute is bona fide. Any exercise by the Authority under this Clause shall not entitle the SI to delay or withhold provision of the services. Authority shall be entitled to withhold the payment provided SI fails to rectify the disputed service even after serving a notice not less than 30 days period to this effect. Moreover, Authority will withhold the payment only to the extent of the value or the portion of the value of disputed services involved in such invoice and release the balance amount in that invoice as per the contract term. Such withheld payment would be released immediately after resolving the dispute.

20. Intellectual Property Rights

- 20.1. Retention of Ownership except for the rights expressly granted to the SI under this Agreement, the authority shall retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.
- 20.2. SI must ensure that while using any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/Company. SI shall keep the Authority indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by SI or SI's Team during the course of performance of the Services. SI's liability is excluded regarding any claim based on any of the following
 - (a) anything Authority provides which is incorporated into the Solution;
 - (b) the Authority's modification of the solution;
 - (c) the combination, operation, or use of the solution with other materials, if the third party claim has been caused by the combination, operation or use of the solution.
 - (d) Any infringement of violation by the Original Equipment Manufacturer (OEM) on their products.
- 20.3. Authority shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by SI solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. SI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Authority, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of

the Authority.

- 20.4. If Authority desires, SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied/installed by SI, the same shall be acquired in the name of the Authority, prior to termination of this Contract and which may be assigned by the Authority to SI for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Authority.
- 20.5. SI shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by Authority in writing.

21. Taxes

- 21.1. SI shall bear all personnel taxes levied or imposed on its personnel, or any other member of SI's Team, etc. on account of payment received under this Contract. SI shall bear all corporate taxes, levied or imposed on SI on account of payments received by it from the Authority for the work done under this Contract.
- 21.2. SI shall bear all taxes and duties etc. levied or imposed on SI under the Contract. It shall be the responsibility of SI to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. SI shall also provide the Authority such information, as it may be required in regard to SI's details of payment made by the Authority under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Authority shall at all times be in accordance with Indian Tax Law and the Authority shall promptly furnish to SI original certificates for tax deduction at source and paid to the Tax Authorities.
- 21.3. SI agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- 21.4. SI shall fully familiarize themselves about the applicable taxes (such as GST , duties, fees, levies, etc.) on amounts payable by the Authority under the Agreement. All such taxes rates must be submitted by Bidders separately as per the format 7.13 of Volume I of the RFP. The SI to provide the prices of the components exclusive of all such taxes in the financial proposal.
- 21.5. SI shall indemnify Authority against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Authority/SI.

22. Indemnity

- 22.1. SI shall indemnify the Authority from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any direct damages suffered, arising or incurred inter alia during and after the Contract period out of:
- (i) any gross full negligence or willful misconduct act under tort under tort causing bodily injury and/ or damage to tangible and real property by SI or any third party associated with SI in direct connection with this Contract; or
 - (ii) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof, proven and caused directly due to infringement by SI of third party rights barring those infringement caused by OEM in their products
- 22.2. SI shall also indemnify the Authority against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc. solely arising out of the actions of the SI and his sub-contractors subject to clause no. 23.1 & its sub sections.
- 22.3. Regardless of anything contained (except for SI's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the clauses 22.1 & 22.2 hereinabove) the total liability of SI, is restricted to the total value of the contract.

23. Warranty

- 23.1. A comprehensive warranty applicable to goods supplied under this contract shall be provided by the SI for the period of 3 years from the date of acceptance of the respective system by the Authority.
- 23.2. If the SI, having been notified not less than 30 days, fails to remedy the defect(s) within the warranty period, the Authority may proceed to take such remedial action as may be necessary, at the SI's risk and expense and without prejudice to any other rights which the Authority may have against the SI under the Contract. However, such risk and expense purchase to be capped at 150% of the value of warranty portion of the product.
- 23.3. Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.

24. Term and Extension of the Contract

- 24.1. The Contract period shall commence from the Effective Date and shall remain valid for 24 Months from the date of actual Go-Live.
- 24.2. If the delay occurs due to circumstances beyond the control of SI, such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of SI, a reasonable extension of

time shall be granted by the Authority.

- 24.3. The Authority shall reserve the sole right to grant any extension to the term above mentioned. It shall notify in writing to SI, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant SI an extension of the Term. The decision to grant or refuse the extension shall be at the Authority's discretion, and such extension of the contract, if any, shall be as per the terms agreed mutually between the Authority and SI.
- 24.4. Where the Authority is of the view that no further extension of the term be granted to SI, the Authority shall notify SI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, SI shall continue to perform all its obligations hereunder until such reasonable time beyond the Term of the Contract, within which the Authority shall either appoint an alternative agency/SI or create its own infrastructure to operate such Services as are provided under this Contract. SI shall be paid for the goods and services delivered or performed till the date of the expiry of the term, after deducting the applicable penalties, if any.

25. Dispute Resolution

- 25.1. In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
- 25.2. The procedure of arbitration shall be as follows:
- a) In case of dispute or difference arising between the Authority and the contractor relating to any matter arising out of concerned with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The disputes or differences shall be referred to a sole Arbitrator. The sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by Chief Justice of the High court of Karnataka by the Appointing Authority (any one of the organizations as listed in clause 26.4).
 - b) The Arbitration proceedings shall be held in Bengaluru , Karnataka , India
 - c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc. shall be borne by each party itself.
 - d) Performance under the contract shall continue during the arbitration proceedings and the payment due to the contractor by the authority shall not be withheld.
- 25.3. Arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the substantive laws of India. The proceedings of Arbitration shall be in English language.

- 25.4. The list of organizations which are considered as appointing authorities for appointment of sole arbitrators

- e) Indian Council of Arbitration, New Delhi
- f) International centre for alternate dispute resolutions

26. Governing Law and Jurisdiction

- 26.1. All disputes arising out of or in connection with this Contract shall be governed by Indian law in force at the time, as amended from time to time, and the Civil Court at Bengaluru, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.

27. Amendment

- 27.1. The Parties acknowledge and agree that any amendment to this agreement shall be made in writing in accordance with the terms of this Agreement.

28. Time is the Essence

- 28.1. Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by SI by the specified completion date.

29. Extension of the Intended Completion Date

- 29.1. The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
- 29.2. The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting complete supporting information.

30. Compensation events –

- 30.1. The following are Compensation events unless the SI causes them:
- 30.1.1 The Authority gives an instruction for dealing with an unforeseen condition caused by the Authority or additional work required for safety or other reasons.
- 30.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Authority shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

- 30.3. As soon as information demonstrating the effect of each Compensation event upon the SI's forecast cost has been provided by the SI, it is to be assessed by the Authority and the Contract Price shall be adjusted accordingly. If the SI's forecast is deemed unreasonable, the Authority shall adjust the Contract Price based on a competent Third Party expert in that area . The Employer will assume that the SI will react competently and promptly to the event.
- 30.4. The SI shall not be entitled to compensation to the extent that the Authority's interests are adversely affected by the SI not having given early warning or not having cooperated with the Authority as long as it is evident that SI is aware about such adverse effect.

31. Conflict of interest

- 31.1. SI shall disclose to the Authority in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for SI or SI's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

32. Publicity

- 32.1. SI shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Authority first gives SI its written consent.

33. Force Majeure

- 33.1. Force Majeure shall not include any events caused due to acts/omissions of SI resulting in a breach/contravention of any of the terms of the Contract and/or SI's Bid. It shall also not include any default on the part of SI due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- 33.2. Failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of SI in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 33.3. In case of a Force Majeure, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of

the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

- 33.4. In the event a Force Majeure, persists for a period beyond 90 days without prejudice to any other provisions contained anywhere in the agreement the authority/ SI has the right to terminate the contract. However SI would be eligible for the payments of all the products/services delivered by SI till the date of the termination in accordance with the terms & conditions of the contract including those products/services that is ordered with an intention to deliver to the project.

34. Delivery

- 34.1. SI shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for "Appointment of System Integrator for implementing ERP Solutions for MSIL" at all location identified by the Authority.
- 34.2. The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Authority.

35. Insurance

- 35.1. The Goods supplied under this Contract shall be comprehensively insured by SI, in the name of Authority, at his own cost, against any loss or damage, for the entire period of the contract. SI shall submit to the Authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 35.2. SI shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by SI.
- 35.3. SI shall take out and maintain at its own cost, on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's, as specified below;
- a. At the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
 - b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

36. Transfer of Ownership

- 36.1. SI must transfer all titles to the assets and goods procured for the purpose of the project to the Authority at the time of delivery of the products. This includes all licenses, titles, source code in case of non-COTS application, certificates, hardware,

devices, equipment's etc. related to the system designed, developed, installed and maintained by SI. SI is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by bidder for use of MSIL. For any preexisting work, SI & MSIL shall be jointly responsible and its use in any other project by SI shall be decided on mutual consent.

- 36.2. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, SI shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from or for SI in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. SI shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

37. Exit Management Plan

- 37.1. The period for providing Exit Management Services (Exit Management Period) would be applicable under two cases:

- A) In case of expiry of this Agreement: Under this scenario, exit management period would start 6 months before the date of expiry of this Agreement and end on the date of expiry of this Agreement.
- B) In case of termination of this Agreement: Under this scenario, Exit Management Period would commence a month after the notice of termination is issued to the SI and extend for a period of 6 months

- 35.1.1 In the case of termination of this Agreement due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Clause shall apply.

- 35.1.2 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

38. Cooperation and provision of information during exit management period

- 38.1. The SI will allow the Authority access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Authority to assess the existing services being delivered;
- 38.2. Promptly on reasonable request by the Authority, the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this Agreement relating to any material aspect of the Services (whether provided by the SI or sub-contractors appointed by the SI). The Authority shall be entitled to copy of all such information. Such information shall include details pertaining to the Services rendered and other performance data. The SI shall permit the Authority and/or any Replacement SI to have reasonable access to its employees as reasonably required by the Authority to understand the methods of delivery of the Services employed by the SI and to assist appropriate knowledge transfer

39. Confidential Information, Security and Data

- 39.1. SI will promptly on the commencement of the Exit Management Period supply to the Authority the following:
- a) Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of sub-contractors in relation to the Services;
 - b) Documentation relating to Project's Intellectual Property Rights;
 - c) Project data and confidential information;
 - d) Documentation relating to sub-contractors;
 - e) All current and updated Project data as is reasonably required for purposes of Project or its nominated agencies transitioning the Services to its Replacement SI in a readily available format nominated by the Authority;
 - f) All other information (including but not limited to documents, records and agreements) relating to the Services reasonably necessary to enable the Project or its nominated agencies, or its Replacement SI to carry out due diligence in order to transition the provision of the Services to Project or its nominated agencies, or its Replacement SI (as the case may be).
- 39.2. Before the expiry of the Exit Management Period, the SI shall deliver to the Authority all new or up-dated materials from the categories set out in the Clause above and shall not retain any copies thereof, except that the SI shall be permitted to retain one copy of such materials for archival purposes only.
- 39.3. Before the expiry of the Exit Management Period, unless otherwise provided under this Agreement, the Authority shall deliver to the SI all forms of SI's confidential information, which is in the possession or control of PROJECT or its users.

40. Transfer of Certain Agreements

- 40.1. On request by the Authority, the SI shall effect such assignments, transfers, licenses and sub-licenses as the Authority may require in favour of the Authority, or its Replacement SI in relation to any equipment lease, maintenance or service provision agreement between SI and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Authority or its Replacement SI.

41. General Obligations of the SI

- 41.1. SI shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Authority or its nominated agencies or its Replacement SI and which the SI has in its possession or control at any time during the Exit Management Period.
- 41.2. For the purposes of this Clause, anything in the possession or control of any SI, associated entity, or sub-contractor is deemed to be in the possession or control of the SI.

- 41.3. SI shall commit adequate resources to comply with its obligations under this Exit Management Schedule

42. Exit Management Plan

- 42.1. An Exit Management plan shall be furnished by SI in writing to the Authority within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.
- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
 - iii. Exit Management plan in case of normal termination of Contract period
 - iv. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
 - v. Exit Management plan in case of termination of SI
- 42.2. Exit Management plan at the minimum adhere to the following:
- i. Three (3) months of the support to Replacement Service Provider post termination of the Contract.
 - ii. Complete handover of all the Deliverables including Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/Authority.
 - iii. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to SI on successful completion of handover and knowledge transfer.
- 42.3. In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Bidder and Authority shall comply with the Exit Management Plan.
- 42.4. During the exit management period, SI shall use its best efforts to deliver the services.

B. Special Conditions of Contract (SCC)

1. Performance Security

- 1.1. The successful bidder shall submit the following Performance Bank Guarantees at his own expense, submit an unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority, GoK. The PBG shall be from a Nationalised Bank/Scheduled bank in the format prescribed in Volume -1, payable on demand at any of the bank branches at Bengaluru, for the due performance and fulfilment of the contract by the bidder.
- a. A Performance Bank Guarantee (PBG) shall be submitted within two weeks of the agreement signing date, for an amount equivalent to **5%** of the total contract price, valid for a period of 3 months post implementation phase.

2. Liquidated Damages for Implementation Phase:

- 2.1. If SI fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the RFP Vol II, the Authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.1 % per week or part thereof of undelivered works value of capex.
- 2.2. The deduction of overall LD shall not in any case exceed 10 % of the total project Value.
- 2.3. The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to SI in its hands (which includes the Authority's right to claim such amount against SI's Bank Guarantee) or which may become due to SI. Any such recovery or liquidated damages shall not in any way relieve SI from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- 2.4. Delay not attributable to SI shall be considered for exclusion for the purpose of computing liquidated damages.

3. SI Ownership and Retention of Documents

- 3.1 The Authority shall own the Documents, prepared by or for SI arising out of or in connection with the Contract.
- 3.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Authority, SI shall deliver to the Authority all documents provided by or originating from the Authority and all documents produced by or for SI in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. SI shall not, without the prior written consent of the Authority store, copy, distribute or retain any such documents.

4. Information Security

- 4.1 SI shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods/material proprietary to Authority into/out of any location without written permission from the Authority.

Appointment of Agency for implementation of Enterprise Resource Planning (ERP) Solution for MSIL

- 4.2 SI shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the Authority.
- 4.3 All documentation and media at any location shall be properly identified, labeled and numbered by SI. SI shall keep track of all such items and provide a summary report of these items to the Authority whenever asked for.
- 4.4 Access to Authority's data and systems, Internet facility by SI at any location shall be in accordance with the written permission by the Authority. The Authority shall allow SI to use facility in a limited manner subject to availability. It is the responsibility of SI to prepare and equip himself in order to meet the requirements.
- 4.5 SI must acknowledge that Authority's business data and other Authority proprietary information or materials, whether developed by Authority or being used by Authority pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Authority; and SI along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SI to protect its own proprietary information. SI recognizes that the goodwill of Authority depends, among other things, upon SI keeping such proprietary information confidential and that unauthorized disclosure of the same by SI or its team could damage the goodwill of Authority, and that by reason of SI's duties hereunder, SI may come into possession of such proprietary information, even though SI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. SI shall use such information only for the purpose of performing the said services.
- 4.6 SI shall, upon termination of this agreement for any reason, or upon demand by Authority, whichever is earliest, return any and all information provided to SI by Authority, including any copies or reproductions, both hardcopy and electronic.
- 4.7 By virtue of the Contract, SI team may have access to personal information of the Authority and/or a third party. The Authority has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of SI team in the course of performing the Services under the Contract

5. Deleted

6. Confidentiality

- 6.1 SI shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Authority's business/operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information/documents

without the prior written consent of the Authority.

- 6.2 The Authority reserves the right to adopt legal proceedings, civil or criminal, against SI in relation to a dispute arising out of breach of obligation by SI under this clause.
- 6.3 SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the Authority to the satisfaction of the Authority.
- 6.4 SI shall notify the Authority promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the Authority.
- 6.5 SI shall be liable to fully recompense the Authority for any loss of revenue arising from breach of confidentiality.

7. Events of Default by SI

- 7.1 The failure on the part of SI to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of SI. The events of default are but not limited to:
 - 7.1.1 SI/Bidder's Team has failed to perform any instructions or directives issued by the Authority which is part of the scope of work or provide services under the Contract, or
 - 7.1.2 SI has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Authority, despite being served with a default notice of 30 (thirty) days which laid down the specific deviance on the part of SI/SI's Team to comply with any stipulations or standards as laid down by the Authority; or SI has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its bid, the RFP and this Contract
- 7.2 There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to SI.
- 7.3 SI has failed to comply with or is in breach or contravention of any applicable laws. Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to SI, setting out specific defaults/deviances/omissions/non-compliances/non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- 7.4 Where despite the issuance of a default notice of not less than 30 (thirty) days to SI by the Authority, SI fails to remedy the default to the satisfaction of the Authority, the Authority may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

8. Events of Default by Authority

- 8.1 The failure on the part of Authority to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of SI. The

events of default are but not limited to:

- 8.1.1. Where despite the issuance of a payment reminder letter by SI, Failure to release the payment after the 30 days after the due date of the invoice (60 days)
- 8.1.2. Substantial delay in providing the approvals (more than 30 days from the date of submission of the document)
- 8.2 In such a scenario, SI has the right to suspend or terminate the Contract by giving a notice not less than 30 days. SI is also eligible to receive the payments for the products/services that are ordered with the intention of executing the project, but are still in the delivery pipeline.

9. Termination

9.1 The Authority may, terminate this Contract in whole or in part by giving SI a prior and written notice not less than 30 days indicating its intention to terminate the Contract under the following circumstances:

- 9.1.1. Where the Authority is of the opinion that there has been such Event of Default on the part of SI which would make it proper and necessary to terminate this Contract and may include failure on the part of SI to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- 9.1.2. Where it comes to the Authority's attention that SI (or SI's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of SI's Bid, the RFP or this Contract.
- 9.1.3. Where SI's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against SI, any failure by SI to pay any of its dues to its creditors, the institution of any winding up proceedings against SI or the happening of any such events that are adverse to the commercial viability of SI. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity.
- 9.1.4. Termination for Insolvency: The Authority may at any time terminate the Contract by giving written notice to SI, without compensation to SI, if SI becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Authority.

10. Consequence of Termination

- 10.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the Authority 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 SI 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 Authority and/or the successor agency/service provider, as may be required, to take over the obligations of SI in relation to the execution/continued execution of the requirements of the Contract.

- 10.2 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of SI or due to the fact that the survival of SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Authority shall pay SI for that part of the Services which have been authorized by the Authority and satisfactorily performed by SI up to the date of termination.
- 10.3 Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under law.
- 10.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 10.5 Upon Termination of this Agreement by the Authority, the Parties will comply with the Exit Management Process and Plan.

11. Notices

- 11.1 Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.
- 11.2 In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal of registered office address as set out below

Postal Address:
The Managing Director
Maysore Sales International Limited
36, Cunningham Road,
Vasanth Nagar, Bengaluru - 560052

SI :

M/s.

- 11.3 Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10:00am and 5:00pm at the address of the other Party set forth above and obtain confirmation on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- 11.4 Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

12. Variations and further assurance

12.1 No amendment, variation or other change to this Agreement shall be valid unless authorized in accordance with the change control procedure as set out in the Change control Clause of this RFP mentioned below and made in writing and signed by the duly authorized representatives of the Parties to this Agreement.

12.2 Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

13. Variations in Quantities

13.1 The Authority shall have power to order the SI to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

13.2 The SI shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Authority and such alteration shall not vitiate or invalidate the contract.

13.3 Variation can not be made by the SI without an order in writing by the Authority, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

13.4 The SI shall promptly request in writing the Authority to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Authority.

14. Severability and Waiver

14.1 If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and affect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision

14.2 No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or

partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

15. Entire Agreement

- 15.1 This Agreement, the SLA and the definitions, Vol.I, Vol.II and Vol.III and all Annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

16. Survivability

- 16.1 The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

17. Change Control Note (CCN) only in change of Scope of Work

- 17.1 This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by SI and changes to the terms of payment.
- 17.2 Change requests in respect of the contract, shall emanate from the SI either on his own or as instructed by the authority, however the same shall be approved by the authority who shall act as its sponsor throughout the Change Control Process, for which SI shall complete Part A of the CCN (Annex I RFP Vol. III).
- 17.3 SI and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.
- 17.4 In event, there is no common consensus between both the parties, a Committee of Subject/Industry Expert will be appointed by the Authority and the decision of the Committee will be final and binding on both the parties.
- 17.5 In the event the SI has quoted for an infrastructure that has already been listed in his quote and is easily tangible, the same shall be applicable if variation order is placed at any point during the 5 years of SI's appointment. CCN will be applicable only for any new functional requirement and new infrastructure requirement.
- 17.6 SI shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN SI/Lead Bidder shall provide as a minimum:
- a) a description of the change;
 - b) a list of deliverables required for implementing the change;
 - c) a timetable for implementation;

- d) an estimate of any proposed change; or any relevant acceptance criteria;
 - e) an assessment of the value of the proposed change;
 - f) Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
- 17.7 Prior to submission of the completed CCN to the Authority or its nominated agencies, SI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- 17.8 Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided SI meets the obligations as set in the CCN. In the event SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by SI. Change requests and CCNs shall be reported monthly to each Party's representative, who shall prioritise and review progress.
- 18. Change of OEM**
- 18.1 Change of OEM does not come under Change control Note. Change of OEM is generally allowed only for proposing a better technology or superior solution without any additional cost. Any such change being proposed by the SI shall be done only after obtaining necessary approval of the Authority.
- 18.2 In the event the Authority feels that the change proposed is not for the betterment of a solution or a product, the Authority may reject such change or approve such change to a penalty of 10 % of the total value for the said make/model change. The change of OEM will be subject to approval of the Authority.

C. SERVICE LEVELS

19. Purpose

19.1 The purpose is to define the levels of service provided by SI to the Authority for the duration of the contract.

- Start a process that monitors the aspect of performance
- Intimate the authority on the drops of performance below the threshold defined by the Authority
- Help the Authority control the levels and performance of SI's services.

19.2 The Service Levels are between the Authority and SI.

20. Service Level Agreements & Targets

20.1 This section is agreed to by Authority and SI as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in SLA Change Control.

20.2 The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the tables Clause Measurement & Target of this RFP are for the period of contact.

20.3 The procedures in Clause Service Level Change Control of this section shall be used if there is a dispute between Authority and SI on what the permanent targets should be.

21. Service Level Monitoring

21.1 Service Level parameters defined in Clause Measurements and Targets shall be monitored periodically, as per the individual parameter requirements. The Authority will arrange for providing appropriate web based SLA measurement and monitoring tools with requisite number of credentials. The SI needs to provide all requisite access to the Authorities designated personnel for configuring all the associated components with the SLA management software. Authority shall also have the right to have an independent technical auditor, third party appointed by the authority for monitoring the Service levels. SI shall be expected to take immediate corrective action for any breach in SLA. In case issues are not rectified to the complete satisfaction of Authority, within a reasonable period of time defined in this RFP, then the Authority shall have the right to take appropriate penalizing actions, or termination of the contract.

21.2 Performance Penalty for not meeting a measurement parameter for any two months in consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter in the third quarter for all the three months at the discretion of the Authority.

21.3 Maximum Penalty applicable for any quarter shall not exceed 10% of the 'applicable fees' for the respective quarter.

21.4 Three consecutive quarterly deductions of 10% of the applicable fee on account of any reasons shall be deemed to be an event of default and termination as per Clause Termination of this RFP respectively and the consequences as provided in Clause

Consequences of Termination of RFP shall follow at the discretion of the Authority.

- 21.5 The payment to the agency shall be on Quarterly basis as stated in the RFP.
- 21.6 For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:
- a) "Total Time" - Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.
 - b) "Uptime" - Time period for which the specified services/ outcomes are available in the period being considered for evaluation of SLA.
 - c) "Downtime"- Time period for which the specified services/ components/ outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the successful bidder.
 - d) "Scheduled Maintenance Time" - Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. SI is required to take at least 10 days prior approval from the authority for any such activity. The scheduled maintenance should be carried out during non-peak hours (like post mid-night, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.
 - e) "Incident" - Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.

22. Measurements and Targets

No	Measurement	Definition	Target	Penalty
1.	Application uptime	<p>Availability of each Application to be measured separately and penalty will be calculated accordingly. The Uptime will be measured by following formula:</p> $\text{Component Availability (\%)} = \frac{(\text{Total minutes during the month} - \text{Planned downtime} - \text{Downtime minutes during the month}) * 100}{\text{Total minutes during the month}}$ <p>Total Time shall be measured 24x7 basis on availability of each ERP module.</p>	>=99.982%	<p>a) <99.982% to >= 99.9% - 1% of QP</p> <p>b) <99.9% to >= 99.75% - 2% of QP</p> <p>c) Subsequently, for every 0.25% drop in SLA criteria - 2% of QP upto maximum of 10% of the QP</p> <p>d) Beyond 10% will be treated as Events of Default as per the Section B, clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B, clause 11 of the Volume III of the RFP.</p>

Measurement of response and resolution

MTTR per Quarter	Fixed Penalty for Breach upto 2 hours buffer.	Additional penalty for every Delayed hour
1-2 Calls not meeting MTTR	1% of Quarterly Payment	0.1 % of Quarterly Payment
3-5 calls not meeting MTTR	5% of Quarterly Payment	0.1 % of Quarterly Payment
6-10 calls not meeting MTTR	10 % of Quarterly Payment	0.1 % of Quarterly Payment
>10 Calls not meeting MTTR	will be treated as Events of Default as per the Section B clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B clause 11 of the Volume III.	

23. Reporting Procedures

- 23.1 SI representative shall prepare and distribute Service level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to Authority management personnel as directed by Authority.
- 23.2 Also, SI may be required to get the Service Level performance report audited and checked by an independent engineer nominated by SSCL.

24. Issue Management Procedures

24.1 General

- This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Authority and SI.
- Implementing such a process at the beginning of the outsourcing engagement significantly improves the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at lower management levels.

24.2 Issue Management Process

- Either Authority or SI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Any unresolved issues/disputes concerning the Project/Contract between the Parties shall first be referred in writing to the Project Manager for his consideration and resolution. If the Project Manager is unable to resolve any issue/dispute within 5 days of reference to them, the Project

Manager shall refer the matter to the Program Management Committee. If the Program Management Committee is unable to resolve the issues/disputes referred to them within 15 days, the unresolved issue/dispute shall be referred to the Steering Committee/a high-powered committee/Project Implementation Committee for resolution. The Steering Committee within 30 days of reference to them shall try to resolve the issue/dispute

- If the Steering Committee fails to resolve a dispute as per the above clause, the same shall be referred to arbitration. The arbitration proceedings shall be carried out as per the Arbitration procedures mentioned in Clause 26 of the RFP Vol III.

25. Service Level Change Control

25.1 General -It is acknowledged that this Service levels may change as Authority's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- A process for negotiating changes to the Service Levels
- An issue management process for documenting and resolving particularly difficult issues.
- Authority and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

25.2 Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues shall also be addressed. SI's representative shall maintain and distribute current copies of the Service Level document as directed by Authority. Additional copies of the current Service Levels shall be available at all times to authorized parties.

25.3 Version Control/Release Management: All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

ANNEXURES

1. Change Control Note

Change Control Note		CCN Number:
Part A: Initiation		
Title		
Originator		
Sponsor		
Date of Initiation		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Authority	Date	
Name		
Signature		
Received by the Bidder	Date	
Name		
Signature		
Change		
Change Control Note		CCN Number:
Part B: Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		

Brief Description of Solution:	
Deliverables:	
Timetable:	
Charges for Implementation:	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by Authority	Date
Name	
Signature	
Change Control Note	CCN Number:
Part C: Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For Authority and its nominated agencies	For SI
Signature	Signature
Name	Name
Title	Title
Date	Date

2. Form of Agreement

THIS Agreement made thedate of.....2021, between.....
(Hereinafter.....referred to as the "SI") of the one part and (Hereinafter called the
"Authority") of the other part.

WHEREAS SI has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract and is about to perform services as specified in this RFP (hereinafter called "works") mentioned, enumerated or referred to in certain Contract conditions, specification, scope of work, other sections of the RFP, covering letter and schedule of prices which, for the purpose of identification, have been signed by
..... on behalf of the

SI and (the Authority) on behalf of the Authority and all of which are deemed to form part of the Contract as though separately set out herein and are included in the expression "Contract" whenever herein used.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- a. The Authority has accepted the Tender of SI for the provision and execution of the said works for the sum of..... upon the terms laid out in this RFP.
- b. SI hereby agrees to provide Services to Authority, conforming to the specified Service Levels and conditions mentioned
- c. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Complete Request for Proposal (RFP) Document	<i>Volumes I, II and III of the RFP and corrigendum and addendum, if any</i>
Break-up of cost components	<i>Bidder's Commercial bid</i>
The Authority's Letter of Intent dated <<>>	<i>To be issued later by the Authority</i>
SI's Letter of acceptance dated <<>>	<i>To be issued later by the SI</i>
Bid submitted by SI as per file No. <<>>	<i>Bidder's Technical bid</i>

- d. The mutual rights and obligations of the "Authority" and SI shall be as set forth in the Agreement, in particular:

- SI shall carry out and complete the Services in accordance with the provisions of the Agreement; and
- The "Authority" shall make payments to SI in accordance with the provisions of the Agreement.

NOW THESE PRESENTS WITNESS and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to SI by the Authority as hereinafter mentioned, SI shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

AND in consideration of services and milestones, the Authority shall pay to SI the said sum of or such other sums as may become payable to SI under the provisions of this Contract, such payments to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

Signed

Name : _____

Designation : _____

Date :

Place :

in the presence of :

Signed

Name : _____

Designation : _____

Date :

Place :

Signed

Name : _____

Designation : _____

Date :

Place :

in the presence of :

Signed

Name : _____

Designation : _____

Date :

Place :

Appointment of Agency for implementation of Enterprise Resource Planning (ERP) Solution for MSIL

CORRIGENDUM

TENDER NO. MSIL/2025-26/SE0075/CALL-2

TENDER TITLE: APPOINTMENT OF AGENCY FOR IMPLEMENTING ENTERPRISE RESOURCE PLANNING (ERP) FOR MSIL

CLARIFICATION TO THE INTERESTED PARTICIPANTS

No	Clause No	Original Clause	Amended Clause
1	Volume -1, Section A, Qualification of the bidder, Clause 3.3, A.6	<p>Manufacturing Authorization Form to be submitted by the Bidder in the OEM's letter head or on implementation partner letter head submitted by the Bidder in the OEM's letter head</p> <p>Document Proof: MAF in OEM's letter head signed by Authorized Signatory</p>	<p>Manufacturing Authorization Form to be submitted by the Bidder in the OEM's letter head or on implementation partner letter head who has been authorized by the respective OEM. In case of implementation partner then the said partner should Authorize the lead bidder for bidding in the said tender.</p> <p>Document Proof: MAF in OEM's/ Implementation partner letter head signed by Authorized Signatory</p>
2	Volume -1, Section A, Qualification of the bidder, Clause 3.3, A.8	<p>The proposed ERP vendor should be commercially off the shelf product and should have global presence. A minimum of 5 ERP projects implemented globally needs to be provided.</p> <p>Document Proof: Purchase Orders copies of the OEM , globally, shall be submitted</p>	<p>The proposed ERP vendor should be commercially off the shelf product and should have global presence. A minimum of 5 ERP projects implemented globally needs to be provided.</p> <p>Document Proof: Proof of global work order/citation to be provided which is there on public domain of the proposed OEM or Purchase Orders copies of the OEM , globally, shall be submitted</p>
3	Volume -1, Section A, Qualification of the bidder, Clause 3.3, A.09	<p>The ERP Vendor/OEM should be present for more than 15years from the date of submission of the bid.</p> <p>Document Proof: Purchase Orders copies of the OEM , globally, shall be submitted</p>	<p>The ERP Vendor/OEM should be present for more than 15years from the date of submission of the bid.</p> <p>Document Proof: Purchase Orders copies of the OEM , globally, shall be submitted or Certificate of Incorporation establishing the OEM is present in Indian Operations for more than 15 years needs to be submitted</p>
4.	E-Procurement Portal – Package Details Item No MSILOFI03	Support cost for 5 years	<p>Support cost for 5 years may be read for 2 years.</p> <p>L1 will be arrived based on the quote for 2 years only.</p>

SD/-
Chief Financial Officer