

PENSION FUND REGULATORY AND DEVELOPMENT AUTHORITY



**REQUEST FOR PROPOSAL (RFP)
FOR
ERP Solution Implementation
and maintenance in PFRDA**

Volume 1

**Pension Fund Regulatory and Development Authority,
B-14/A, Chatrapati Shivaji Bhawan,
Qutab Institutional Area, Katwaria Sarai,
New Delhi-110016**

Tender notice

Tender Inviting Authority	Pension Funds Regulatory and Development Authority
Place of availability of Tender Documents (RFPs)	www.pfrda.org.in
The contact Person	Sanjeev Jha (Deputy General Manager – IT)
Name of the Project Work	ERP Solution for PFRDA and providing operational support for a period of 5 Five years.
List of Tender documents (RFPs)	One document - RFP for Implementation of ERP
Address to send Prebid queries	dept.infotech@pfrda.org.in
Place for Prebid meeting	PFRDA, New Delhi
Place for submission of bids	PFRDA, New Delhi
Tender Processing fees	Nil
EMD	Rs. 250000
Nature of bid process	Two cover system – Technical and commercial proposals
Proposal Evaluation Process	Quality cum Cost Based System (QCBS) of evaluation 30:70 (30 points for technical proposals and 70 points for commercial proposals)

Schedule of the bidding process

PFRDA would endeavour to adhere to the following schedule:

Event	Date – deadline
Release of RFP	24-04-2019
Last date to receive Prebid queries	06-05-2019
Date of Prebid meeting	08-05-2019
Response to prebid queries	13-05-2019
Last date and time for submission of bids	24-05-2019, 1500 pm
Technical Bid opening	24-05-2019, 1530 pm

Financial Bid opening	Will be informed through email.
Submission of Performance Security	LoI +07 days
Signing of Agreement	LoI+10 days

Introduction:

The Pension Fund Regulatory & Development Authority Act was passed on 19th September, 2013 and the same was notified on 1st February, 2014. PFRDA is regulating NPS, subscribed by employees of Govt. of India, State Governments and by employees of private institutions/organizations & unorganized sectors.

Objective:

1. PFRDA has conceptualized the project to deploy a proven integrated ERP (Enterprise Resource Planning) solution to automate its operations and integrate its processes
2. The key outcome of this ERP implementation project are linked to service delivery, operational excellence and transparency & Compliance
3. Service delivery to stake holders
 - a. Multi-channel service delivery through portal, mobile devices etc.
 - b. Consistent and efficient services across devices
 - c. Convenience to stake holders in availing the services
 - d. Convenience to employees of PFRDA in administration and service delivery
4. Operational excellence
 - a. Integration of processes –Finance, Human Resource Management, project management, procurement, etc.
 - b. Utilization of resources – assets, financial resources and intellectual resources for delivering the services
 - c. Quicker turnaround time for financial transactions, reporting, analysis and feedback
 - d. Excellence in the Deployment of facilities & resources, planning the projects, and exploiting the internal expertise
5. Transparency and compliance
 - a. Proactive and tighter adherence to regulation in the financial transactions and operations of PFRDA
 - b. Adherence to standard government norms in financial transactions, reconciliation and reporting
 - c. Compliance to best practices in project management, customer management, and service delivery

There are many dimensions to the strategy of the ERP deployment project of PFRDA, and they are formulated around the possibilities offered by ERP solutions.

1. Standardization – standardization of processes, records, terminology, information exchange mechanisms
2. Proven solutions - With the scale and criticality of its activities in mind, PFRDA has identified that a proven ERP solution would address the following.
 - a. There are many references of successful deployment of ERP solutions, in regulatory organizations like Insurance Regulatory and Development Authority of India (IRDAI), Reserve Bank of India (RBI), Securities Exchange Board of India (SEBI), Central Government Organizations.
 - b. The integration of processes – the ERP Solution will provide an IT platform to integrate all the processes of PFRDA
 - c. Best Practices – the ERP solution will bench mark with global best practices and processes in the areas of Human Resource Management, Administration financial management, Accounting, procurement, Supervisory and Regulatory Compliance management, government file management etc.
 - d. Multi-channel service Delivery – the ERP solution facilitate transactions to be carried out through multiple devices and computer systems, thereby facilitating multi-channel service delivery to the stake holders.
3. A platform to address the evolving needs – The operational characteristics of PFRDA would evolve over a period of time, as the project moves from Initial development stage to operations. Keeping in line with this change the requirements of PFRDA from the IT system also would change. The ERP solution is expected to act as a platform with which the multiple requirements could be addressed effectively.
 - a. The automation and integration of the core business operations
 - b. The integration with other operational systems
6. A platform to manage some of the regulatory functions

The objective of PFRDA in investing in ERP based applications is to:

- a. Achieve quality of service, achieve efficiency and practice better control over the financial transactions & project activities
- b. Establish uniform standards for excellence in operations, project management, human resource management, financial management and performance reporting
- c. Adopt the global best practices in different spheres of human resource management, quality management, customer service, financial management, accounting and performance management.

7. The expected outcome of the project
 - a. With the deployment of the ERP solution, PFRDA expects that different functional modules would be seamlessly integrated with each other so that data duplication doesn't happen and PFRDA is able to build strong foundation for decision support system.
 - b. Adopting best practices offered by ERP solutions in the key processes like finance and accounts, control, audit, asset management, human resources management, as applicable to the operations of PFRDA, will lead to efficiency, transparency and informed decision making.
 - c. It is expected that the ERP Solution will facilitate embedding best business practices and processes into all its operations, doing away with non-value adding/redundant processes in the various functions of the corporation to make them efficient, transparent and compliant to regulations

THE PROJECT OVERVIEW

1. The project is envisaged to be executed by a competent Solution provider, on a turnkey basis, with responsibility for all the aspects of the project listed in this RFP
1. The solution provider is required to assess the requirements of PFRDA as listed in the RFP and propose a proven ERP solution from reputed OEMs, to meet the requirements of PFRDA
2. Scope of work for the system integrator is to provide implementation services & post implementation support services, for the proposed ERP solution
3. Sizing the hardware for ERP solution based on the requirements of PFRDA and installing/commissioning the ERP solution
4. PFRDA will provision the necessary hardware as sized and suggested by the Solution provider.
5. Hosting the-ERP solution and required to provide operational support for the ERP solution for three years.
6. The SI is also required to institutionalize the mechanisms and transfer the knowledge under the CoE (center of Excellence) so that PFRDA will be able to manage the incremental improvements and future expansions of the ERP solution, on its own.

THE PROCESS OF PROCUREMENT

1. PFRDA plans to use the services of Information Technology provider to implement and support the ERP solution for PFRDA.

2. With an understanding of the market dynamics and industry structure, PFRDA has decided to procure the ERP solution and the ERP implementation services through competitive bidding process.
3. PFRDA expects the Solution provider to propose an ERP solution based on the requirements of PFRDA as articulated in this RFP and the deep knowledge & expertise the Solution provider has on different ERP solutions, available in the market
4. The Solution Provider will propose an ERP solution along with technical and commercial proposals for the ERP solution, from reputed OEMs and submit the technical and commercial bids to implement the proposed ERP solution.
5. Each bidder can propose only one ERP solution and propose the implementation services for that particular ERP solution only
6. PFRDA will have the option to negotiate and procure the ERP solution proposed by the Solution provider, directly from the OEM of the ERP solution.
7. The implementation services for the proposed ERP solution will be contracted with the successful bidder as per the RFP.
8. The implementation services procured through this bidding process will be applicable for the ERP implementation.

THE REQUEST FOR PROPOSAL (RFP)

1. This Request for Proposal (RFP) is issued to procure the services of an IT services company or System Integrator or Service Provider to propose an ERP solution and provide the services for implementation of the proposed ERP solution at PFRDA (also called as The Project, in the subsequent sections).
2. This RFP contains the following
 - a. The eligibility criteria for the Solution Provider (SP)
 - b. The technical requirements for ERP solution
 - c. The scope of work for providing implementation services
 - d. The bidding terms
 - e. The response formats to provide information against eligibility criteria
 - f. The technical proposal requirements and response formats for the ERP solution and the implementation services
 - g. The commercial proposal requirements and formats for the ERP solution and the implementation services

- h. Proposal evaluation approach for the technical and commercial proposals for ERP solution as well as the implementation services
3. The Annexure of the RFP contains all the formats which are required to be used by the bidders to prepare their proposals/responses
4. For the purpose of enabling the bidders to use some of the response formats, PFRDA is circulating the soft copies of the RFP documents.
5. A draft contract with general terms and conditions to be signed with the successful bidder is provided in Annexure. This may undergo minor changes at the time of execution

THE BIDDING PROCESS

1. The bidding process for selection, to propose and implement the proposed ERP solution at PFRDA consists of the following stages of bidding and bid evaluation
2. Prequalification: The prequalification proposal of the solution provider will be evaluated first for compliance to the conditions listed in the RFP. The technical proposal of only those bidders who qualify in this stage will be evaluated and scored as per the procedures laid out in this RFP.
3. Evaluation of the proposed ERP solution: The technical proposal for the proposed ERP solution will be done as per the conditions in the RFP. The technical proposal evaluation for implementation services of a bidder will be carried out only if the ERP solution proposed by the bidder qualifies the technical evaluation conditions for the ERP solution as listed in the RFP
4. Evaluation of the implementation services for the proposed ERP: The technical proposal for the implementation services for the proposed ERP solution will be done as per the conditions in the RFP. The commercial proposal evaluation for implementation services of a bidder will be carried out only if the bidder qualifies the technical evaluation for implementation services, as listed in the RFP.
5. Selection of vendor based on combined technical and commercial scores: The solution provider will be selected for providing the implementation services, by using both the technical and commercial scores described in the RFP. The technical scores for implementation services and commercial bids for implementation services will be used for deciding the successful bidder.
6. The commercial proposal for the ERP solution will be used for price discovery purpose and to negotiate with the OEM of the ERP solution, if

required & direct procurement of the ERP solution from the OEM.

7. Contract Finalization and Award for the ERP solution and the implementation services.

Technical Specifications for the Project

ERP SOLUTION

The scope and characteristics of the ERP solution to be proposed by the bidders to meet the requirements of PFRDA will cover the following aspects.

1. Process coverage or the functional units of PFRDA
2. User base of the PFRDA
3. Solution Capabilities and features
4. Process capabilities for regulatory organizations
5. The solution Integration
6. Future expansion and future proofing
7. Strategic control over technology, usage, deployment and support services

THE SCOPE OF WORK FOR THE PROJECT

The scope of ERP implementation services to be provided would include the following.

1. Configure/customize the ERP as per requirements of PFRDA
2. Integrating the ERP solution with digital signature
3. Integration for financial and accounting transactions
4. Integration of the ERP system with biometric attendance system
5. Providing implementation and project management services
6. Sizing the hardware for ERP solution and installing the ERP solution

7. Data Migration of the materials data, project data, employee data, etc.
8. Training the users and facilitating the adoption of the ERP solution by the users/employees of PFRDA
9. Providing application support for three years after completing the implementation of the ERP Solution.
10. Setting up the center of excellence (CoE)
11. Providing skilled staff to augment the capacity of PFRDA in continuous improvement/adoption of the ERP solution.

IMPLEMENTATION

The scope of work for implementation of the ERP solution are defined by using all the Following areas in conjunction with each other

1. The solution modules of the proposed ERP Solution
2. The best practices and statutory requirements as applicable to regulators and Govt. in India.
3. The best practices as applicable to operations.
4. The solution features/capabilities of ERP solution
5. The functional units of PFRDA
6. The processes of PFRDA
7. The solution users
8. The current systems/Integration requirements
9. The implementation phases, activities, methodology and standards of implementation of ERP

THE FUNCTIONAL UNITS PFRDA

The processes of the following functional units of PFRDA will be part of the ERP Solution and the implementation, with current operations of the ERP solutions.

1. HR and Administration
2. Finance and payroll
3. Supervisory and Compliance

THE USERS BASE

1. The proposed ERP solution and the implementation services are expected to cover the following user base of the organization.

2. Similarly, the solution should address the processes or operations as carried out by the users listed in the user base

Functions/divisions of PFRDA	No. ERP users	Limited Access users *
The secretariat of the Chairman	2	3
HR & Admin	5	3
Finance and Accounts	5	5
Supervisory and Compliance	7	5
Employee Self Services	70	
Total		

*These are the users who would carry out activities like applying leaves, checking/updating their own profiles, salary etc., – the activities related themselves. The user may increase @ 5-10% year on year basis.

3. The total number of employees for the purpose of payroll will be less than 100 Numbers initially.
4. The number of ERP users who are expected to use the business analytics would be 10 Numbers.

THE SOLUTION CAPABILITIES AND BEST PRACTICES

1. PFRDA intends to expand the usage of the ERP platform to cover all the requirements of PFRDA, in stages, the SI is expected to propose the ERP solution with the capabilities listed in the Annexure, as well as following key features, keeping in mind ERP requirements.
 - a. The e-procurement feature and solution to manage the two cover system with digital signature and encryption, for public sector procurement in India.
 - b. The file management capability for managing the government files, with work flows
 - c. The capability to maintain the assets
2. The Solution provider is expected to deploy the following during the ERP implementation
 - a. The ERP solution capabilities/features listed in the annexure
 - b. The best practices available in ERP, especially with respect to some of the key requirements of the operations of a public organization

- c. The best practices as applicable to some similar operations

THE OVERVIEW OF THE IMPLEMENTATION SERVICES

The scope of activities and services to be provided by the Solution provider as part of the ERP Implementation are expected to be the following

1. Solution development and implementation services
 - a. Business design or blue print based on the assessment of the operations of PFRDA and the current IT applications in use
 - b. Configuration / customization of the ERP Solution
 - c. Data migration for each of the applications, functions into the ERP solution.
 - d. Data Migration of project data, contract data, finance data and employee's data, etc. into the ERP solution
 - e. Formulation of cut over strategy and making the ERP solution "usage ready"
 - f. Integration with other applications if required
2. Project Management services
 - a. PFRDA intends to complete the project of implementation of ERP and complete the solution deployment, within the time period of signing the contract for implementation. The Solution provider is required to organize the project to ensure these timelines.
 - b. Deployment of a competent team of experts in the area of the ERP and specific functional areas.
 - c. Scheduling the activities so as to complete the project of implementation and ERP deployment with all the functional areas of PFRDA within a span of six months of starting the project.
 - d. Deployment of resources to ensure that the project activities are carried out as per plan
 - e. Deployment of a project structure for effective monitoring, review and risk mitigation
3. Project quality services
 - a. Deployment of experts with deep knowledge of the processes of financial operations of a government body, finance & accounting, government file management, the specific solution modules, for review, expert advice and quality enhancement

- b. Deployment of templates and standard accepting mechanisms for the project deliverables
 - c. Use of native tool like solution manager for managing project repository, and project activities
4. Feedback, monitoring and adoption
- a. PFRDA may use the services independent third party expertise to assess, review and quality control of the project artifacts and deliverables
 - b. The Solution provider will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the project timelines
 - c. The Solution provider will put together a structure and mechanism for ensuring that all the key functional areas, users of each of the enterprises are consulted, feedback adopted and key differences identified, so as to facilitate standardization as well as user adoption.
5. Training and documentation
- a. Training all the users
 - b. Preparation of user manuals and training manuals
 - c. Documentation of processes
 - d. Training the key executives for monitoring the performance and using the reports effectively
 - e. Training of PFRDA core team on selected ERP solution developmental aspects
6. Support services
- a. Facilitating user adoption
 - b. Continuous improvement and refinement of the processes, reports
 - c. Operations of help desk and refresher training.
 - d. Institutionalizing structures and processes for management of SLA, strategic control
7. Technical services
- a. Sizing the hardware based on the configuration and usage requirements & suggesting the same in the technical proposal.
 - b. Provide support to PFRDA to install and commission the hardware and the ERP at the data center

THE SUPPORT SERVICES

1. Help desk operations - Initial Response, Immediate telephonic response and support for usage related and other minor problems. Dial-in support for handling, minor bug fix.
2. Onsite support - On-site support for hand holding the users, database recovery and data synchronization after crash, performance tuning, bug fix, update for all critical functions.
3. Operational Support – On-site operational support after implementation
4. OEM support – Ensuring the ERP Solution OEM services for system performance, performance tuning, upgrades etc.
5. Documentation - upgrade the Documentation system on any new releases and provide any updates of technical and functional manuals

CENTRE OF EXCELLENCE

Establishment of centre of excellence (CoE) for ERP with the following

1. Processes and structures for continuous improvement
2. Processes and structures for solution roll out
3. Skills and expertise to maintain support and continuously improve the ERP solution

SKILL AUGMENTATION

1. The Solution provider is required to deploy skilled ERP functional consultants and technical experts to work with PFRDA for specific functional areas to be identified.
2. These functional consultants will work as the members of the internal team of PFRDA, during the period of their deployment, carrying out the work as per PFRDA requirements.
3. The proficiency for the functional consultants to be deployed as part of the skill augmentation service has to be of the same proficiency as the functional/technical consultants required for the project team.

THE ERP SOLUTION IMPLEMENTATION ACTIVITIES

1. The Core Implementation Activities: The methodology shall be well-defined and structured in approach. It should adhere to the globally accepted best practices of ERP implementation and should cover the following broad phases or work elements
 - a. Project Preparation

- b. System Study/Business Process Design
 - c. Configuration/Customization
 - d. Integration, Testing & Acceptance
 - e. Data Migration
 - f. User and Technical training
 - g. Cut over and making the ERP solution “usage ready”
 - h. Post implementation support
2. Project Preparation: The project preparation will focus on creating the project charter, interfacing mechanisms, the training, the day to day action plan till the completion of the next immediate stage, familiarization of the SI team with PFRDA operations and the PFRDA team with the action plan of Solution Provider etc.
3. Business design and blue print: The Solution provider is expected to formulate the business design or blue print, which will act as the key document for all the subsequent activities. The business design or blue print will cover all the processes of the organizational units listed in the RFP, and will entail detailing the processes/solution capabilities listed in the RFP. This will be carried out through activities like system study, workshop with the users to identify the processes - to agree on the process characteristics and to formulate the process designs, detailing the operations/processes of PFRDA, detailing the AS-IS & TO-BE processes, analysis of AS-IS and TO-BE business processes, gaps in relation to best practices as per ERP system, etc. The business blue print as approved by PFRDA only shall be implemented. The ERP solution provider shall also approve the business blue print. The SI is expected to deploy standard templates for this purpose. Some of the critical outputs of the business design phase will be
- The master list of processes
 - The users to the system, the activities, access rights
 - The reporting requirements, the report formats
 - The identification of interfaces, needs for integration and the scheme for integration
 - The data input requirements and formats
 - The outputs/formats required
 - The training and change management requirements
 - The hardware sizing

- The best practices and the needs for process changes
 - The needs for customization to address statutory or organization specific requirements
 - The Solution provider will also ensure the following during the implementation
 - Documenting the functional specifications for enhancement, development, interface and reporting requirements (e.g., Layout sets, daily status reports, reconciliation reports etc.), based on inputs
 - Prioritization of the development efforts and estimates for reporting / enhancement requirements.
 - Develop detailed technical design documents for all such development requirements including any data operation and security issues.
4. Based on the functionalities designed, Solution Provider shall be responsible for:
- **Realization:** The system configuration and customization will be undertake based on the approved business design or blue prints. The key requirement will be identification of the processes to be configured and the processes to be customized. After completion of configuration / customization of the ERP solution, System Integrator shall carry out a trial run with PFRDA data, and demonstrate the processes to the PFRDA user team. If the need arises and the result is not up to the expectation of PFRDA management/PFRDA user team, further reconfiguration will be done by the System Integrator in order to close any gap left in meeting the desired objective. The Solution Provider will also identify/configure the users of the system, the activities being carried out by them and the necessary authorization/limit to access etc. Some of the other key activities will be
 - Integration of the detailed design across modules
 - Testing of configuration of Modules
 - Identification of the fields that need to be captured for the Masters and mapping of the information with the legacy systems
 - **Configuration:** In order to minimize upgrade costs, PFRDA would like to use standard features of the ERP Solution and the implementer is expected to make the necessary “Configuration” entries in the ERP

Solution to achieve the business needs. The configuration includes small routines using User-exits and developing screen variants as needed by the business by setting fields attributes - to hide, display and make them mandatory fields.

- **Customization:** PFRDA intends to implement standard ERP Solution functionality as far as practically possible and to adopt the business processes of the standard ERP Solution and the leading practices available in the offered solution. However, Solution Provider is required to undertake customization that may be needed in line with the changed, improved or specific business processes requirement prepared during Business blue printing phase of the implementation.
 - **Development:** In case the Solution Provider intends to develop any application as part of the application to suite the requirements of PFRDA, such a development has to be restricted to minimum and has to be necessarily be on the same platform as that proposed for the ERP application. All such applications shall be the property of PFRDA.
 - In cases where Solution Provider recommends that the Customization is needed through software development, PFRDA reserves the option to get Expert help to resolve the Functionality gap. In case it is proved that the functionality gap can be taken care through “Configuration” without resorting to “Development Customization”, then Configuration only would be the option. The cost of expert help in case of erroneous recommendations by the Solution Provider shall be deducted from the progressive payment.
5. Testing & Acceptance: The Solution Provider shall provide standard functionality test suites for testing the modules. For software the Solution Provider shall prepare the test plan and shall get it approved by PFRDA. Test Data for different scenario (Test Cases) will be prepared in consultation with the users concerned for testing the modules. The pre-commissioning tests shall be carried out to assess the following but not limited to:
- a. Conformance to the functional requirements,
 - b. Performance of the system with reference to response time and accuracy,
 - c. User friendliness.
 - d. Simultaneously, the documentation will also be reviewed by the user to ensure its accuracy and clarity.
6. System Testing: The System Integrator is required to prepare procedures detailing the steps for conducting System Tests, which are accepted by

PFRDA. The System Integrator shall after development and customization/configuration of the ERP Solution, conduct tests to demonstrate that the system meets all the requirements (functional and technical) specifications as brought out in this RFP and would be in accordance with the procedures detailed in approved To-Be process document.

7. On the basis of these tests, a report would be submitted by the Solution Provider for review and approval by PFRDA. The test results and response times should be demonstrated by the SI during the testing phases (System, integration & Stress and Load testing) at each PFRDA location in an environment/infrastructure as mutually agreed upon by PFRDA and the Solution Provider.
 - Developing a Test Plan to support Function Testing and System/ Integration Testing and ensuring that the testing of the software is comprehensive and auditable and preparing test cases for User Acceptance Testing (UAT).
 - Testing of the entire new system, as part of system integration testing. And testing of the data conversion and migration to the new system, as part of system integration testing. Integration testing shall be carried out to ensure cross function modules are integrated and transaction data is flowing across the modules accurately.
 - Developing acceptance test procedures to ensure conformance to the required process operations response time, the integrity of the software after installation, and to eliminate any operational bugs. This will include:
 - Fine tuning of the software, ensuring all required related component software are installed and any debugging required.
 - At the satisfactory conclusion of these Acceptance Tests to the satisfaction of PFRDA, the commissioning/ implementation of the software shall be considered to be complete for the respective location.
8. Validation: Since the e-procurement system is the one of the most sensitive of the ERP solution component being implemented, the Solution Provider is required to get the processes, and the configuration validated by a legal expert for compliance to IT act, evidence act, CVC guidelines, contract act or any such act or guidelines which impact public procurement.
9. Data Migration: Migration of data in the new system is responsibility of Solution provider. PFRDA along with Solution provider will jointly decide on what data will be migrated and PFRDA will take the responsibility of

collecting and making the data available in digitized form as per the format suggested by the SI. A detailed plan for data migration is expected from system implementer during the initial stages of the project, which will include data to be migrated, templates for upload of data and data collection / digitization / migration timelines.

Some of the key activities of data migration will be

- Identification & development of the data upload/download programs
- Providing data migration tools and templates to PFRDA
- Populate and migrate all the legacy/ raw/new data element to the ERP system
- Training and facilitating the PFRDA core team
- Assistance in Checking data quality and Integrity
- Integration testing of the configured system using the populated master and transaction data
- Assist PFRDA team in Master Data management

10. The following data are expected to be migrated

- All open transactions and all transactions from the start of financial year of “Usage Ready”.
- Standing or master data such as vendors/suppliers, customers, all employees, material, work breakdown structures, equipment, work specification, cost data, etc.
- Transactional data for all live projects. The live project data to be populated based on the agreed TO-BE process requirement.
- All the related Master Data and associated drawings, test results etc. as applicable
- It will be the responsibility of the SI to ensure that data migration is complete in all aspects, within time so that the requirements of the implementation are fulfilled

11. Most of the data migration will be from the existing systems for **Financial Accounting Management and Human Resource & Administration**. However, wherever the data has to be captured from physical sources, that activity will be carried out and the actual work of data entry will be executed by PFRDA.

12. End-User Training - The purpose of end user training is to ensure that all end users are adequately prepared and able to perform their job functions at

“usage ready”. Training content will depend on the function performed by the end-user; therefore, several user profiles will be established.

13. Cut Over Strategy: The SI has to evolve & detail a comprehensive cut over strategy including initial data take on, sequence of data takes on, set up of support helpdesk, helpdesk procedure to minimize business impact of cut over activities.
14. The Solution Provider is required to undertake the following to review readiness for “Usage Ready” of the ERP system:
 - a. Facilitate in setting up central help desk for any queries
 - b. Review the health, usage and performance of the system till it stabilizes
 - c. Ensuring resolution / Documentation of all issues raised during implementation
 - d. Final configuration/ integration, volume and stress testing
 - e. Switch over to production environment.
15. Declaration of “usage ready” – the system will be declared “Usage Ready” when the following tasks/activities are accomplished satisfactorily
 - a. Acceptance testing
 - b. Hardware commissioning
 - c. Data migration
 - d. Training
 - e. User creation / role identification
 - f. Help desk
16. Acceptance of “Complete deployment”: The ERP system is accepted as “complete Deployment” only after successfully generating at least one balance sheet for the complete operations, for one financial quarter or successfully using the system for three months after usage ready, whichever is longer.
17. User Adoption Support: The System Integrator shall provide User adoption support between the period of “usage ready” and declaration of “complete deployment”, by deputing technical and functional consultants at the client site. During this period the SI will address the following.
 - a. Hand holding the users to carry out their activities using the ERP system

- b. Facilitating the users to use the ERP system on a daily basis
- c. Training the individual users with specific processes/activities

5.1. TECHNICAL ARCHITECTURE SUPPORT

1. The Solution Provider shall validate PFRDA's existing technical infrastructure and recommend an appropriate solution to meet PFRDA's business requirements in the implementation of the ERP system.
2. The Solution Provider shall also monitor the archiving strategy, control and security aspects during implementation of ERP at PFRDA.
3. The Solution Provider will then recommend the IT architecture design including hardware, and operating system for the implementation keeping in view the geographical spread & complexity of the implementation, communication infrastructure available in the country & at PFRDA and Data Archival & Storage requirements. The SI shall ensure that the recommended architecture shall also provide for scalability, disaster recovery, test and production environments.
4. The SI shall assist in providing detailed specifications for the sizing of hardware to be procured by PFRDA. The SI shall also validate the hardware configuration to be procured by PFRDA.

5.2. FEEDBACK AND AUDIT

1. User feedback and internal review:
 - a. The Solution Provider is expected to build adequate mechanisms to get the feedback from different users of the ERP Solution during different stages of the project. These users'/stake holders for giving feedback will be identified by PFRDA.
 - b. The Solution provider is expected to deploy in this project the expertise of experience of similar projects carried out by it earlier. Although it is not expected that these experts will be full time on site for the project, it is expected that all the key deliverables will go through a review with these experts. Similarly, the SI is expected to deploy all the quality assurance mechanisms as per international quality standards for this project.
 - c. The Solution provider should clearly indicate up front what are the deliverables which will go through internal review, what type of expertise will be deployed for these reviews and what are the deliverables which will follow the quality assurance plans.
 - d. If any of the deliverables are not acceptable to PFRDA or its appointed

experts, it will have the right to seek deployment of experts from Solution provider to review the deliverables.

2. Third party audit

- a. PFRDA may appoint third party experts to review any or all of business design, configuration and the final system for the adequacy of security built into the system, keeping in mind the sensitivity of the operations of PFRDA.
- b. The Solution provider is expected to provide full cooperation to the agency appointed by PFRDA for this purpose, to carry out its job professionally.

3. Mechanism to adopt feedback/audit findings: There are three types of feedback for the deliverables – from the third party experts hired by PFRDA, from the users/stake holders and from the internal experts of the SI. The following is expected from the SI on these feedbacks/audit findings.

- a. All the feedback will be discussed with PFRDA and based on the guidance of PFRDA will be incorporated into the project
- b. Since the feedbacks/audit findings for any rework is by nature correcting the inadequacy of quality of the work produced in the first place, PFRDA will not accept any change notice requests for these reworks
- c. Solution Provider has to build in adequate mechanisms to control the risks of time over runs possibly due to effort required to rework bad quality deliverables
- d. Solution provider has to indicate in the beginning and during the start of each phase how it plans to take feedback and the mechanisms to incorporate the feedbacks into the project plan and deliverables.
- e. Solution provider will report to PFRDA how the feedbacks have been incorporated into the project deliverables and take a sign off from the designated authority of PFRDA.

5.3. SYSTEM STABILISATION SUPPORT

1. After launching of the ERP solution or making it “complete deployment”, the SI will provide three months of system stabilization services.
2. During this phase, the SI will take up the following
 - a. Tasks related to bug fixing (if any) in customization made in the system
 - b. Maintaining back-ups of the implemented system

- c. Coordinating with ERP Solution OEM for any base ERP solution related issues.
- d. Minor developments, improvements in the output and input formats
- e. Hand holding the users

Some of the other activities in this period will include but not limited to

- a. Formulation of Post “Complete deployment” Support Strategy
- b. Formulating the mechanisms for Post “Complete deployment” Monitoring
- c. Carrying out the Review of issues and activities carried out during user adoption and system stabilization period
- d. Monitoring and fine tuning system response

5.4. “USAGE READY” DEFINITION

1. “Usage Ready” means commissioning and integration of all the hardware including Data Center, Disaster Recovery Center-if applicable, and all the components of the ERP solution as per the RFP, configured, customized and used successfully by all the intended users of PFRDA for successfully executing all the intended transactions as in this RFP and as per the SLAs and / or mutually agreeable levels. The “Usage Ready” shall come into effect only on approval by PFRDA.
2. Declaration of “Complete Deployment”
 - a. The Project Managers from the PFRDA and SI will jointly initiate the notice for declaring “Complete Deployment” after satisfactory completion of all of the following:
 - b. All the activities as listed in this RFP
 - c. After scrutinizing all the inspection reports, audit findings, Contracts, licensing agreements etc.
 - d. Satisfactory completion of closing of accounts and generation of complete balance sheet for one financial quarter, with the ERP solution and approved by the head of finance and accounts of PFRDA
3. The “Complete Deployment” notice is submitted to the Steering Committee of PFRDA for action.
4. Within fifteen days of receiving the notice the Steering Committee will decide on the actions to be taken on “Complete Deployment”.
5. The “Complete Deployment” event comes into effect only when the Steering

Committee approves the notice for “Complete Deployment”.

6. In the event that Steering Committee does not approve or suggest further action, the notices are reinitiated only after the recommended actions have been satisfactorily completed.
7. The implementation services for the ERP solution are treated as completed and the support and maintenance services or the post implementation services starts when the following are completed
 - a. Completion of the of user adoption services after the “usage ready” of the ERP system
 - b. Completion and declaration of “complete deployment” by the steering committee
 - c. Completion of the three months of system stabilization support after “complete deployment” of the system

5.5. POST IMPLEMENTATION SUPPORT

1. Solution Provider shall maintain data regarding entitlement for ERP solution upgrades, enhancements, refreshes, replacements and maintenance.
2. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same should be done as part of ATS.
3. Solution Provider should carry out any requisite adjustments / changes in the configuration for implementing different versions of ERP solution.
4. Updates/Upgrades/New releases/New versions. The SI shall provide and implement from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The SI should ensure upgrades, updates & patches of the ERP Solution and tools to PFRDA as and when released by ERP Solution OEM.
5. Solution Provider shall ensure patches to the licensed software including the ERP solution software, operating system, databases and other applications.
6. Software License Management. The Solution Provider shall provide services for ERP license management and control in the name of PFRDA.
7. The post implementation support services will start after the completion of three months of user adoption services
8. The Solution Provider is expected to provide the mandatory support services for a period of one year, after the declaration of “Complete Deployment”
9. PFRDA will have the options to extend the post implementation support

services by two more years in time buckets of six months each

5.6. TECHNICAL SUPPORT

1. The technical support for the ERP solution is meant to ensure OEM support – Ensuring ERP Solution OEM services for system performance, performance tuning, upgrades etc.
2. Formulation of all policies and procedures related to Basis technology, System Administration, Data Base Management, applications, archives, network management & security, back up etc.
3. Prepare requisite system landscape and procedures for smoothly implementing the ERP. This shall also take into consideration the phased pilots and rollouts.
4. The SI shall assist the PFRDA team to perform all authorization-related activities (activity group, authorizations, profiles, etc.) till the ERP system stabilizes.
5. Assist PFRDA to manage the legacy data interfaces, print spools, batch Jobs, printer configuration etc.
6. Prepare a detailed System administration manual, Data administration manual, operational manual, User manual which shall be used by PFRDA employees to run ERP enabled production environment. This shall also include how the various parameters shall be monitored/ tuned in a live system.
7. Finalize the archival policies for all the functional areas. All necessary configurations shall be done and tested.
8. Prepare requisite system configuration for disaster recovery management and Fail Over system plan.
9. Round the clock support for trouble shooting in functional and technical area

5.7. CENTRE OF EXCELLENCE (CoE)

1. Before the completion of the mandatory support and maintenance period for the ERP solution, the Solution Provider will help to create a Center of Excellence for operations management of the ERP solution at PFRDA, both for technical support and maintenance of the ERP solution
2. The bidder will hand hold PFRDA in institutionalizing the CoE.
3. As a part of setting up the CoE, the SI will help PFRDA in
 - a. Creating the right structure for the CoE, including planning for the resources required for running it

- b. Capacity building for the CoE, by training the people on the ERP solution
 - c. Formulating mechanisms and designing the processes for the CoE to function effectively.
- 4. The CoE when completely operational is expected to deliver and focus on the following
 - a. Performance analysis and reporting
 - b. Continuous improvement of the business processes
 - c. Knowledge repository
 - d. Repository for the best practices
 - e. Adoption of best practices in operations
 - f. Enhance the compliance and transparency of operations of PFRDA

5.8. THE IMPLEMENTATION APPROACH

1. Adoption of best practices: Process Improvement will be done to enable PFRDA to adopt some of the best practices embedded in the ERP Solution. The areas that can bring maximum benefits will be identified by SI in close coordination with PFRDA process owners. Solution provider will also bring in knowledge of the best practices adopted by other retail industries organization to the PFRDA implementation. Since process improvement is a part of overall implementation plan, SI should recommend possible places of process improvement, detailed in the plan.
2. Solution Provider is required to capture all the processes in practice at all the locations of PFRDA at the time of business blue printing and implementation of the ERP. Wherever possible PFRDA would like to adopt the best practices and standard processes available with the ERP solution, including Reports and Forms to the extent possible.
3. The below list of objects developed or changes to standard objects shall be considered as “Configuration” and not as “Customization or development”. The SI shall not expect or propose any additional charges for developing these objects. It is expected that such efforts are part of the normal effort for implementation of the ERP solution
 - a. Use of ERP solution provided Customer/ User Exits to achieve specific process requirements/ expectations
 - b. Configuration of Field selection and Screen Layouts
 - c. Definition and assignment of User Defined statuses for various objects

- d. Definition of Authorization Controls and Assignment
 - e. Configuration of standard Workflows
 - f. Seamless integration across all ERP solution modules and engines or any other third party solutions proposed to meet the requirements of PFRDA.
 - g. Reports developed in the different functional area using Report Writer/ Report painter
 - h. Reports and Variants based on different solution modules/engines along with specific reports.
 - i. Change to ERP standard reports/ information systems to define and enable User Specific Variants
 - j. Change to ERP standard forms to incorporate standard texts and PFRDA logo and formatted to address the PFRDA formats.
 - k. Conversion Programs developed for migrating Master Data and Open Data for “usage ready” from existing applications.
4. Plan for customization/development – The Solution provider should plan for following developments as a part of the normal effort for implementing the ERP Solution.
- a. Digital signature integration
 - b. Integration for different types of online payments
 - c. Integration of the biometric attendance system
 - d. Financial transaction integration
 - e. Input and outputs to the ERP system from pdf reports
 - f. Documents outputs in pdf formats
 - g. All the reports required by PFRDA
 - h. The outputs/prints required for external interactions
5. Documentation: The Solution provider shall ensure preparation of complete documentation of all configuration settings, customized applications, other activities, steps / stages involved in the implementation including the source code for the customized product developed for PFRDA. The SI shall prepare the business process document, end-user manual and training document.
6. Solution Documentation - The Solution provider will provide detailed final system documentation for reference of PFRDA. System Integrator shall prepare the final user manual incorporating all details of all menus and

functionality provided by the system.

7. Use of the native Project management tool - The Solution provider will use the native project management tool to record the entire activities of the project including but not limited to
 - a. The business design documents with version control review comments
 - b. The minutes of the meeting
 - c. System documentation
 - d. Issue lists, resolutions
 - e. Training materials

5.9. THE IMPLEMENTATION METHODOLOGY

1. The methodology to be deployed by the Solution provider to implement the ERP solution will have different work elements and activities. All these activities and the work elements should coherently focus on achieving the following key results
 - Quality of the solution deployed
 - Customer satisfaction while deploying and during usage
 - Successful implementation in terms of completeness and timely accomplishment of the outcome
2. Critical activities of Implementation: While there are different techniques and tools available as a part of the methodology, the following are expected to be part of the implementation methodology to be adopted by the SI
 - a. Workshops with different stake holders for capturing business requirements, creating awareness of best practices, communicating the changes, building consensus on process design, for signing off the deliverables etc. These need to be organized at different intervals and in different places throughout the duration of the projects as demanded by the context.
 - b. Stake holder consultation other than workshops, with those stake holders who will be identified by PFRDA, for the purpose of critical inputs, review, suggestions, process description etc.
 - c. Review sessions with different stake holders for signing off the deliverables, walking through the deliverables for facilitating quick understanding
 - d. Documentation of proceeding – recording the developments, discussions, deliverables, using standard methodology and native tools available with the ERP solution

- e. Work standards/practices for documentation, configuration, testing, data migration etc.
- f. Training the different stake holders, on a continuous basis

5.10. PROJECT DELIVERABLES

1. It is expected that the project will move from one phase to the next only when the deliverables of that phase are accepted. Some of the key deliverables which will signal the successful completion of each of the phases shall be as in the following table. Solution provider is encouraged to propose any additional deliverable/s for the sake of comprehensiveness, based on their experience of delivering similar projects, which can enhance the quality of work.

Major activity/Milestone	DELIVERABLE
Project Preparation	<ul style="list-style-type: none"> • Agreed and Finalized Project Plan • Inception Report • Core team training completion report • Team profile finalization and Mobilization Sign Off
Business Design	<ul style="list-style-type: none"> • Master list of processes • “AS-IS” Process Mapping & Analysis “ • TO-BE” Process & Gap Analysis Report • Customization Requirement Report • Master Data Structures • Legacy Systems Integration Report • Change Management Requirement Report & Strategy • Business Design Blueprint sign off
Configuration, customization	<ul style="list-style-type: none"> • Configuration Document • Integration and Interface specification • Authorization, Security and Access Control Specification • Demonstration Report
System/User Manual and Training	<ul style="list-style-type: none"> • Training Requirement Report • Training Curriculum • Training Schedule & Completion Report
Integration Testing	<ul style="list-style-type: none"> • Unit Test Report, Integration Test Report, Full Load, Stress Test Report & Sign-Off • Integration testing of ERP • System, User and other Manuals
Audit and quality control	<ul style="list-style-type: none"> • Quality Audit acceptance • System Quality Assurance undertaking • Action Taken Report

Data Migration	<ul style="list-style-type: none"> • Functional Specifications for Upload programs • Data Migration Methodology & Completion Report
Cut over and “usage ready” preparation	<ul style="list-style-type: none"> • Functional help manual • Cut over strategy report • Back up strategy and Disaster Recovery Plan • Fail over system plan • Test Report
“usage ready” and support	<ul style="list-style-type: none"> • “Usage ready” Sign Off • Action taken report • Transition Quality Gate(s) Sign-Off
Operations and managed services	<ul style="list-style-type: none"> • Performance Evaluation report • SLA report • Action taken report • Transition plan

2. The Solution Provider is required to provide the details of the corresponding deliverables for each of the mile stones as well as the delivery of priced items at these mile stones. This mile stone to deliverables & supply listing will be the basis for payments for the corresponding priced items.
3. Deliverables acceptance criteria
 - a. The acceptance criteria for each phase is the submission and acceptance of all deliverables specified for that phase. The formal acceptance by PFRDA of the phase deliverables constitutes completion of the phase and approval to launch the next phase and invoice PFRDA for payment if there is a payment attached to that milestone.
 - b. Acceptance criteria for each deliverable will be established in accordance with the process described in the following paragraphs prior to the beginning of each phase.
 - c. SI should provide templates of proposed deliverables. At the onset of each phase, SI will meet with PFRDA Project Manager to review the applicable templates, tailored to accommodate the needs of the project, and agree on the scope, format, and content of each of the major deliverables for that phase. The agreements made during this meeting will be captured in a Deliverable Review Document (DRD) for each deliverable.
 - d. PFRDA team will give a go ahead to move from one project milestone to the other project milestone only after the deliverables of a particular

project milestone are accepted by the concerned authority. Hence, the protocol for submission, review, revision and acceptance will be established at the beginning of the project. The SI is required to propose the details of this protocol as a part of the proposal.

4. Project Standards: Solution provider to provide Project Standards for various activities/documentation. Following is a minimum list where standards have to be set by the SI:
 - a. Test cases
 - b. Test scenarios
 - c. Business Process Design
 - d. Functional design specs,
 - e. Technical design specs
 - f. Transporting objects
 - g. Change control
 - h. Reporting defects
5. Project Success Criteria: The finished ERP solution meets planned scope and specifications
 - a. No issues pending at the end of support period
 - b. “on-line” transactions of all implemented modules – No backlog / offline transaction data entry during the last month of support
 - c. The project is completed on time & All Users adopt the software according to plan
6. Change Requests – since this is a fixed price project with clearly identified scope of solution and services, the SI is expected to complete the project without raising any requests for change and seeking the payments for them. If there is a genuine change to the scope of work, PFRDA will raise or accept change requests and pay for them based on the efforts estimated for them and the cost of manpower indicated by the SI in the commercial proposal. The genuineness of the change will be established based on the process, deliverables, solution capability and the validation of it by the PFRDA or its advisors.

5.11. PROJECT PLAN

1. The work Plan: Other than the management of resources/deployment of experts and management of timeline as explained in the next sections, the project management will focus on The Work Plan containing a detailed set of

phases, work packages, activities, and tasks preferably from the standard ERP solution implementation Roadmap.

2. Issue Management: An issue is a formally identified matter that may hinder progress on a project or program and about which no agreement has yet been reached. Often it can be difficult to determine which questions should be documented as issues and which can be resolved directly without impeding the project flow. Those items that require documentation, formal investigation and approval should be managed as issues and this Issue management methodology has to be proposed by the SI.
3. Scope Management: Scope of the project will be managed through a formal scope change management process. Project management is essential to ensure that changes to the scope of the program do not adversely affect the program objectives. Change management documentation of project scope and approval procedures provide a visible decision-making process for the project and provide a clear audit trail of scope changes and the corresponding cost benefit appraisal and has to be proposed by the SI in the Project Management Methodology.
4. Project structure: Solution provider is required to propose a Project structure based on their own experience of successfully implementing similar solution
5. Project Steering Committee: The steering committee would form the apex body on various issues relating to finalization of Functional Policies and Procedures, Requirements Definition and other policy issues. The committee will comprise of the senior executives of PFRDA. The steering committee will carry out the following activities:
 - a. Mobilize the resources necessary for Project Execution
 - b. Standardization of processes and procedures across the company
 - c. Only authority to approve deviations in Scope, Project Time Lines and Budgets
 - d. Meets monthly to review project progress & resolve issues, if any
6. Project Manager: The Project Manager assumes overall responsibility for the assignment and ensures that all resources required are made available and the engagement is carried out according to agreed plans. He shall function as the primary channel of communication for all PFRDA requirements to the implementation team.
7. Functional Consultants: The Functional Consultant shall ensure total understanding of the business and ERP Solution modules implementation approach. He / She shall effectively customize the various components of ERP Solution as per user requirements and shall also document the

processes and procedures relevant to the assignment. The SI is expected to deploy the following experts for the project

- a. Functional consultant for Project Management/contract management
 - b. Functional Consultant for Financial Management/Accounting/Costing
 - c. Functional Consultant for Human Resource management and Payroll administration
 - d. Functional consultant for public procurement and e-procurement system
 - e. Legal expert with knowledge of IT act, CVC guidelines, contract act etc, as advisor for e-procurement function
 - f. Technical consultant for system deployment, commissioning, testing, development/customisation
8. Development Programmers: The primary role of Development Programmers shall be to meet the requirements as specified by the Functional Consultants. He/she shall ensure that the developmental activities are in conformity with the quality guidelines and customer specifications as mentioned in the requests. He shall also ensure thorough testing and validation of the changes proposed and supports the functional team.
9. The minimum proficiency of the experts/resources: It is expected that the key resources to be deployed by the SI would have the following minimum proficiency in the role they are proposed for the project.
- a. Project Manager: MBA with Graduation in IT, Minimum 10+ years of experience, experience of managing at least two projects as project manager and proficiency across multiple modules of the ERP solution.
 - b. Functional consultants: Graduates in Engineering or business administration or commerce, Minimum 7+ years of experience in the functional and implementation of proposed ERP solution, experience of executing at least two projects as functional consultant for the specific functional area. In the case of functional consultant for finance, HR & payroll, experience of implementing the proposed ERP solution at a public sector enterprise or government organisation.
 - c. Technical consultants: Graduates in science or Engineering, Minimum 10 years of experience in the technical areas related to the proposed ERP solution, in terms installation, commissioning, architecting and technical developments.

5.12. DEPLOYMENT OF NATIVE TOOL

1. The SI is required to deploy and use the native tool available with the ERP

solution for managing the implementation as well for providing application maintenance service. Some of key areas where the native tool needs to be used are:

- a. Project documentation and version control
 - b. Deliverables management and version control
 - c. Configuration management and version control
 - d. Issues and change request tracking
 - e. Providing Transparency of all software changes
2. Managing the change request
- a. Full documentation of each change: link to a Change Request and a Service Desk for each change
 - b. Collection of all Requests for change
 - c. Consolidating demands by bundling similar changes
 - d. Scheduling changes according to priority, category and possible impact
 - e. Making changes to follow a proven workflow

5.13. MANAGEMENT OF THE PROJECT TEAM CHANGES/ATTRITION

1. Since the continuity of the key members of the project team is essential for the success of the project, PFRDA shall expect the SI to follow diligent process for ensuring this. The following persons will be considered as key members of the project team during implementation:
 - a. Project Manager
 - b. Functional consultant for e-procurement with experience in public procurement
 - c. Functional Consultant for Financial Management/Accounting/Costing
 - d. Functional Consultant for Human Resource management and Payroll administration
 - e. Technical consultant for system deployment, commissioning, testing, development/customisation
2. PFRDA would like to identify those persons whose profiles as listed above will be the basis for the evaluation of the competence of SI to carry out the implementation of the Project at the PFRDA as the “Key personnel”. It is the responsibility of Solution Provider to deploy these resources either on a full time or part time basis for the activities they have been proposed to be deployed during the entire duration of the Project as per the response to the RFP submitted by Solution Provider. The team will be on board only after

PFRDA accepts the profiles proposed by SI

3. In the event that the PFRDA identifies any personnel of Solution Provider as “Key Personnel”, then SI shall not remove or replace such personnel without the prior written consent of the PFRDA, unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
4. Under any circumstances when the Key Personnel are to be replaced or removed, SI shall put forward the profiles of personnel being proposed as replacements. These profiles should be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by PFRDA or its authorized representative. PFRDA or its authorized representative will have the right to accept or reject these substitute profiles.
5. In the event that any Key Personnel is to be replaced for reasons not attributed to the PFRDA the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 7 Working Days from the date of exit of such personnel. If replacements do not take as stipulated here, PFRDA will have the option to penalize the SI for bad delivery and material breach
6. At the project preparation stage the SI will share the profiles of the key members with PFRDA and these key profiles should meet the specifications highlighted in the RFP as well as the proposal submitted by the bidder. The replacement will be on board only after PFRDA accepts the replacement.

Guidelines for proposal preparation and bidding terms

1. GUIDELINES FOR PROPOSAL PREPARATION AND SUBMISSION

1. Since the requirements of PFRDA for implementation of the ERP Solution, terms of

scope of work and expertise required for implementation are unique, PFRDA intends to consider only those IT services organizations that have the requisite capability and competency, in terms of technical strengths, experience of carrying out similar project and financial stability to address the requirements of PFRDA.

2. Keeping this requirement in mind PFRDA has formulated the eligibility criteria to select the IT services organizations/companies who have the requisite experience, competence and financial strength.
3. All the bidders will be assessed against the eligibility criteria and all the criteria listed in this section will be used for evaluation.
4. Keeping in mind the requirements laid down in the eligibility criteria, the bidders are suggested to assess their eligibility before submitting the bids.
5. The references provided by the Solution Provider for the ERP Solution has to be the same as the ERP solution the Solution Provider (SP) has proposed.
6. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below.

1.1. THE ELIGIBILITY CRITERIA FOR THE SOLUTION PROVIDER (SP)

1. The following are the eligibility criteria for qualification for bidding in this tender for the SP and all the criteria are mandatory for qualification of the SP.
2. The SP is required to use the formats and guidelines provided in the annexure to provide information on the eligibility criteria.
3. Criteria related to Incorporation of the Firm, Legal entity:
 - a. The bidder must be a legal entity registered in India under the Companies Act, 1956, having registered office and operations in India.
 - b. The entity should have been operational in India for at least the last five financial years.
 - c. The bidder must be a single legal entity and not be a consortium of firms.
4. Government Regulation
 - a. The company or the bidder should not have been barred or black listed by any Government of India Organisations
 - b. The bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration

award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such bidder or its Associate.

- c. The company should have a Valid PAN number
5. The company should have a Valid GST
6. Criteria related to financial viability.
 - a. The annual sales for each of the last three financial years (2015-16,2016-17, 2017-18) should be at least Rs.10 crores from IT services business
7. Criteria related to experience in providing services related to the ERP Implementation and support.
 - a. The SP must have successfully implemented or provided support services for the proposed ERP solution at two different customers in India with each of the customer having at least 100 users for the proposed ERP solution
 - b. The SP must have successfully implemented the proposed ERP solution or provided ERP support services, for a Public Sector Company/Government Organization/government Department in India having at least 100 users for the proposed ERP solution, other than the services covered under clause 6(a) above.
8. Criteria related to availability of consultants in adequate capacity
 - a. The SP must have a team of at least 10 ERP consultants of the proposed ERP Solution, on its rolls having experience in implementing all the major modules/solution components of the proposed ERP Solution collectively.
9. The SI should have an active partnership agreement with the OEM of the proposed ERP solution to provide implementation services to implement the ERP solution in India.
10. The SI should have a minimum CMMi Level 3 certification
11. EMD for Rs. 250000 (Two Lakh Fifty Thousand Rupee) in the Name of “Pension Fund Regulatory Development Authority”.

1.2. GENERAL GUIDELINES FOR THE TECHNICAL PROPOSAL

1. The bidder must fully understand the scope of the ERP solution and services for implementation as outlined in the RFP. The bidders are expected to examine, understand and comply with all the instructions, formats, terms & conditions, solution and services requirements and other information in the RFP documents before submitting the bids. Failure to furnish all the information required by the RFP or submission of a proposal not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of the proposal of the bidder.
2. The bidder is required to provide in the Technical Proposal details of how it proposes the ERP solution as to provide the implementation services to address all the requirements of PFRDA as listed in this RFP.
3. The bidder is expected to understand the complexity of the requirements for an ERP solution and implementation of the proposed ERP solution at PFRDA, the complete solution and services footprint, the processes and functions of PFRDA while preparing the Technical Proposal.
4. The bidder is expected to bid for the project with a complete understanding that, all services and deliverables listed in this RFP need to be fulfilled while executing the project.
5. While the bidder has the freedom in making any assumptions about the processes and functions of PFRDA while interpreting the details given in this RFP, such assumptions cannot be the basis for any bargaining or different interpretation of the solution capabilities of the proposed ERP solution or the processes of PFRDA, during the execution of the project
6. The bidder is expected to bid for the project with a complete understanding that, all the processes and functions given in the RFP need to be implemented using the solution components of ERP, and deliver the services, solutions given in the RFP, at a fixed price, without any provisions for bargaining or for a different interpretation of the specifications in the RFP and a change in scope, while executing the project.

7. PFRDA retains the right of the final say in interpreting the requirements of the ERP solution capabilities, the processes & operations of PFRDA, and the scope of the Project in terms of the services and deliverables PFRDA expects from the SP, as listed in this RFP.
8. Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the Business Design phase from the way they are specified in the RFP should not be considered as deviations or extensions to the original process specifications
9. The technical proposals must be complete in all respect and should cover the entire scope of ERP solution and the project as stipulated in the tender document.

1.3. CHECK LISTS FOR THE PROPOSALS

1. The following check lists are provided in the annexure to be filled up and submitted with the technical proposals
 - a. Check list for general formats/response
 - b. Check list for eligibility requirements and the proposal
 - c. Check list for technical proposal for ERP solution
 - d. Check list for technical proposal for ERP implementation
2. Each of these check list should be included as the top sheet of the sections on the respective proposals
3. The bidders are also requested to indicate in the check list, against the specific parameters of the eligibility requirements, whether the response qualifies/meets the requirements as per the bidder's own assessment
4. The bidders are requested to indicate in the check list for the technical proposals, the scores against the respective parameters, as per the bidder's own assessment.

1.4. PATENT / INTELLECTUAL PROPERTY RIGHTS / COPYRIGHTS.

5. If the bidder intends to use any third party tools or methodology or any proprietary tools, during the Project, for the purpose of the project, the bidder is required to confirm that there are no infringements of any Patent or intellectual and industrial property rights or copy rights as per the applicable laws of relevant jurisdictions. The bidder is requested to use the Form in the Annexure for providing patent right confirmation.
6. The OEM of the proposed ERP solution to declare that they are the rightful owners (copyright, patent rights or Intellectual property right, as the case may be) of the solution and have the rights/authority to license the solution to PFRDA

1.5. CONDITIONS FOR TECHNICAL PROPOSAL

1. The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification of the proposal.
2. The Technical Proposals must be direct, concise, and complete. Any information not directly relevant to this RFP should not be included in the proposal. PFRDA will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, PFRDA is making available an electronic version of this RFP.
3. PFRDA is also open to any suggestions that the bidder may want to render with respect to the ERP solution capabilities to be deployed, implementation of the proposed ERP solution at PFRDA, its coverage, and the best practices to be adopted in the light of their expertise or experience from similar assignments.
4. Wherever the customer name is asked for, for experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
5. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments
6. The technical proposal must not contain any price information.

1.6. OUTLINE FOR THE TECHNICAL PROPOSAL FOR THE PROJECT

1. The technical proposal or the technical bid should address the following points. The bidder is requested to use the formats provided in the subsequent sections, wherever applicable
2. Methodology and approach for implementation of the solution in terms of process design, solution configuration, deliverables, formats for deliverables, the project standards, the acceptance criteria for the deliverables, data migration, testing, user adoption, cut over etc.
3. Project Plan, structure and team – the project timelines, resource loading, and expertise deployed for the project, the mechanisms for review, feedback, risk mitigation etc.
4. Support and maintenance – the approach, methodology, plan, resource loading etc.

1.7. TECHNICAL PROPOSAL FOR ERP SOLUTION

1. The bill of materials: The Technical proposal for ERP Solution should contain details of the solution components proposed along with how each of the solution components would meet the requirements of PFRDA. The technical proposal should address the following: -
 - a. Functional coverage of the solution proposed
 - b. The complete landscape of the solution with modules, integration points etc.
 - c. How the different processes of PFRDA are integrated with the solution.
 - d. The bill of material of the ERP solution with a list of all the modules, tools independently priced items along with metrics for licensing (pricing) and total quantity proposed
 - e. The rationale for the different solution components and the licensing metrics
 - f. The rationale for the sizing of the different modules of the ERP
 - g. How the solution components are sized and their relationship to licensing metrics

- h. The details of third party solutions if any, their description and purpose, licensing metrics and sizing considerations
 - i. The bidders while proposing the ERP solution with detailed bill of materials, as per the format provided for the Technical proposal, are also required to provide definitive commitment on how each section of the processes described in the RFP are addressed by which module/components of the bill of material
2. The solution fitment: The bidders are requested to use the following guideline for indicating the capability of the ERP solution proposed, against each of the features listed in the FRS as per Annexure. Response to the each of the line item in the functional requirements specifications need to be as per the guideline listed in the table.

Compliance	Guidelines	Response
Standard	The specific requirement or process is a standard feature with the ERP solution	S
Work Around	The requirement can be realised by modifying the process but without any development	W
Customization	The requirement can be realised by writing a set of software codes	C
Third Party	The specific requirement is realised through a third party tools	T
Not Possible	The requirement is not possible or not part of the proposed ERP solution	N

- a. If and only if the ERP solution proposed by the bidder is capable to support the specific functionality or the feature is a standard feature in the ERP solution, the bidder is required to mark “Standard” against the functionality/specification
- b. If the specific functionality or feature could be realized by the ERP solution proposed by the bidder by modifying the process, i.e. the basic purpose of the process or feature could be achieved by modifying a standard feature, but without any customization or development, the bidder is required to mark “work around” against the functionality/specification

- c. If the ERP solution proposed by the bidder can be customized or modified to support the specific functionality or the feature the bidder is required to mark customization against the functionality/specification
 - d. If the ERP solution proposed by the bidder is not capable to support the specific functionality or the feature is not available in the ERP solution, the bidder is required to mark not available, not supported against the functionality/specification
 - e. The bidder is required to use the functional requirement specification in Annexure with the RFP for providing the response on the solution fitment.
3. The licensing conditions: The bidders are requested to furnish the details of the licensing terms, the definitions and the licensing metrics for all the elements/modules proposed in the bill of materials. The bidders are requested to provide a copy of the draft licensing agreement to highlight these.
4. References: The bidders are requested to provide the references of the deployment of the proposed ERP solution for the following types of organisations/businesses by using the formats provided in the Annexure. The references should be for deployment which are less than five years old, and are currently active.
- a. Deployment of the proposed ERP solution in any Central Government organization in India
 - b. Deployment of the ERP solution in organizations
 - c. Deployment of the ERP solution in public sector organizations or public sector enterprises, specifically for the functions of payroll, HR and finance & accounts
5. Key technical features: The bidders are required to provide the compliance of the proposed ERP solution to the following key technical features, using the formats proved in the Annexure
- a. Proposed application shall offer all the functionalities required as per scope – Financial Accounting, Human Resource Management , Supervisory and Compliance as a single application solution covering real time posting.

- b. The Proposed ERP solution should have all the core modules with required functions as natively integrated applications on a single interoperable open platform.
- c. The ERP Solution should provide wide range of security features such as single sign-On (SSO), Multiple Authentication, Authorization and Integrated User management
- d. The ERP solution should provide implementation, administration and operational tools seamlessly integrated with the product.
- e. The ERP Solution should be Uni-code Compliant, support N-tier and Internet architecture, be natively built based on operating system and support application and database clustering and load balancing
- f. The ERP Application shall provide an application architecture which can be integrated with third party/ legacy applications using the built-in integration tools
- g. The ERP Application should be able to generate report output directly in excel, PDF, text, XML, HTML or such other file types.
- h. ERP Application should have single sign-on access across applications and should be intuitive, with easy-to-use user interface that can be accessed via the web interface.
- i. ERP Application should have ability to provide concise overview of parameters like configuration changes, infrastructure usage, performance, required maintenance activities, potential security issues, status of business flows and diagnostic test results
- j. ERP Application should provide performance statistics for the CPU/ Memory, database, Application servers
- k. The ERP Application shall have a built in software to manage application software backups and restore with Source Control and the solution shall have a built in software to manage automated database backups and restore

- l. The ERP Application should include tools/ mechanism for System, Database and performance measurement activities
 - m. ERP Application / System should have tools for administration of Configuration management, Performance tuning, System diagnostics and Capacity planning
 - n. The ERP solution should support multiple levels of reporting including transactional reporting, analytical reporting etc. It should support reporting on excel sheets as well as format intensive reporting, graphics and will have a facility to drill down
 - o. The ERP solution should come with inbuilt tools for data migration, upgrades etc.
 - p. The ERP solution should have provision for handling reporting through a data warehouse
 - q. The ERP Solution should provide application development tools to support the continuous development/refinement of application
 - r. The ERP solution should provide a robust set of communication and reporting tools and must be able to auto-trigger emails / SMS communications to concerned as per business rules configured in the system.
 - s. The ERP solution shall be in operation in at least one State or Central Government Organizations in India and at least two central PSUs in India.
6. Strategic requirements and business ecosystem: The bidders are requested to provide the compliance and the characteristics of the proposed ERP solution to the following requirements
- a. The ERP solution shall be implemented and maintained by System Integrators based out of India, without depending on the OEM and should have at least ten certified partners in India for implementing and maintain ace/support of ERP.

- b. The ERP solution should be able to meet the India specific requirements on service Tax, TDS etc. and has the facility to provide these changes for localization on a continuous basis
 - c. The Proposed ERP Application should support – all of the Operating Systems- Microsoft Windows, UNIX, Linux, MAC etc. and the proposed ERP application should be capable of supporting all standard Databases like Sybase, SQL, Oracle and DB2
 - d. The ERP Solution should be supplied with the source code and the customized source codes of the ERP solution. These Codes should be part of deliverable without any preconditions
 - e. The ERP Solution OEM should have its own R&D centre in India doing development
7. A platform for future expansion: The bidders are requested to provide how the proposed ERP solution meets the following future requirements of PFRDA, with references.
- a. The need for an integrated platform with e-procurement system for public procurement as an integral part of the proposed ERP solution, with references of deployment of the e-procurement system along with the proposed ERP solution, at two public sector enterprises organisations
 - b. The need for an integrated platform with the system for management of government files, as an integral part of the proposed ERP solution, with references of deployment of the system for government file management, along with the proposed ERP solution, at two public sector enterprises or organisations

1.8. OUTLINE OF TECHNICAL PROPOSAL FOR IMPLEMENTATION SERVICES

- 1. The technical proposal should provide references of the customers in the regulatory operations or state or central Government where the proposed ERP solution has been implemented by the bidder as a direct contractor.

2. The technical proposal should address how the ERP solution will be implemented to meet the requirements of PFRDA.
3. Some of the key requirements of the Technical proposal on the implementation services will be
 - a. Bill of services offered by the bidder during implementation
 - b. The details of services offered during the post implementation support period to meet the requirements of PFRDA
 - c. Mechanisms / support for Data migration (legacy data, duration) and post implementation support
 - d. Format and structure of deliverables to be produced by the project team.
 - e. Training the users and the mechanisms to ensure that all the intended users can use the system effectively.
4. The project management and skills – the bidder is required to provide details on
 - a. Project structure and management
 - b. Project Plan and Resource loading
 - c. The profile of the key resources
5. Some of the other key elements of the proposal for implementation services should include
 - a. Methodology for implementation
 - b. Best practices / Process redesign
 - c. Expertise of the project team to be Deployed
 - d. Change control and estimation
 - e. Data migration services
 - f. The Format of Deliverables
 - g. Acceptance mechanisms
 - h. Training and project artifacts

1.9. TECHNICAL PROPOSAL FOR SUPPORT SERVICES

The bidder is required to furnish the following details in the Technical Proposal on the application support services in terms of

1. The list of services to be delivered during the maintenance period
2. The mechanisms to source and monitor the services
3. The escalation mechanisms and the structure for resolution of issues
4. The team structure and resource loading to deliver the services, etc.
5. The resource loading for on-site and remote services
6. The mechanisms and tools to monitor the SLAs
7. The mechanism for corrective actions
8. Minor developments as continuous improvements to facilitate PFRDA to get maximum benefits out of the system
9. Mechanisms to institutionalise the centre excellence (CoE) for ERP support at PFRDA

1.10. SUGGESTIONS ON THE DRAFT CONTRACT

1. A draft contract including the standard terms and all the other terms specific to the implementation of the ERP at PFRDA is included in annexure of this RFP. It is expected that the bidder will be able to execute this contract without any modifications, in case they are selected for doing so.
2. However the bidder is requested to indicate as per format Annexure, the changes the bidder desires to have and the reason for that. This is only a solicitation of suggestions for change and this must be done as part of clarifications / suggestions not later.
3. However, it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process should be construed as any commitment from PFRDA to consider those suggestions.

4. The bidder should not suggest any change to the contract that has financial or commercial implications during the execution of the contract and is against the basic spirit of procuring the services for implementation of the ERP Solution.
5. The bidder is also requested not to base the commercial proposal on the assumptions that the suggestions for changes to the draft contract will be accepted by PFRDA.

1.11. GUIDELINES FOR COMMERCIAL PROPOSAL

1. The commercial proposals for the proposed ERP solution and the commercial proposal for implementation services will be in two separate forms
2. The commercial proposal for the implementation services will be signed by the authorised signatory of the SI
3. The commercial proposal for the proposed ERP solution to be signed by the authorised signatory of the ERP solution OEM
4. The two commercial proposals will be submitted in two separate covers
5. Both the proposals for the ERP solution and the implementation services are expected to cost for the complete requirements of PFRDA as per this RFP.
6. Prices shall be quoted entirely in Indian Rupees.
7. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.

1.12. COMMERCIAL PROPOSAL FOR ERP SOLUTION

1. The commercial proposal for the proposed ERP solution will cover all the elements or solution components proposed in the bill of materials for the ERP solution.
2. The commercial proposal will cover all the technical requirements, the functional specifications and the user base of PFRDA
3. All the separately and independently priced/licensed elements or modules of the ERP solution are priced separately

4. The charges for the annual technical services or ATS also should be clearly indicated in the commercial proposal
5. As indicated earlier, PFRDA will have the right to procure the proposed ERP solution directly from the OEM. The commercial proposal should clearly indicate the applicable taxes, if the ERP solution is bought directly from the OEM. It is also requested to indicate the applicable taxes if the ERP solution bought through the bidder.
6. It should be separately and clearly indicated how the local taxes will be applied for selling the ERP solution by a registered entity in India to PFRDA
7. The payment terms for the ERP solution and the ATS should be part of the commercial proposal.

1.13. COMMERCIAL PROPOSAL FOR IMPLEMENTATION SERVICES

1. This is a fixed price project without any scope for varying the price during the contract period. The cost of any delay in execution of the project will be borne by the bidder
2. The quoted price must be detailed and must cover all the requirements of PFRDA and the terms and conditions laid out by PFRDA. The quoted price must be summarized as specified in this RFP.
3. It should be separately and clearly indicated how the local taxes will be applied for selling these services by a registered entity in India to
4. The bidder is required to provide the price under three separate headings, as given in the format for commercial proposal
 - a. Price for Implementation including configuration and development, data migration etc. as per the RFP, till “usage ready” and completion of three months of user adoption services after “complete deployment”.
 - b. Price for One-year support after user adoption services.
 - c. Price for second and third year of support
 - d. Cost of manpower –for costing change requests

- e. Cost of Man month rates for skill augmentation
5. The following elements will be used as optional elements will be used for calculating the total value of the commercial bids. However, these are not used for contracting, and will be used as discovered price for managing the contract.
- a. Price for second and third year of support – will be applicable only if PFRDA extends the period of support and maintenance, beyond the first year.
 - b. Cost of manpower –for costing change requests – will be used for estimating the cost of change requests, which may arise during implementation
 - c. Cost of Man month rates for skill augmentation – will be applicable for the resources deployed as members of the internal team members, as an when PFRDA requests for them. The cost of skill augmentation service will be for the cost of the person to work at PFRDA office inclusive of all costs of working at the PFRDA premise, including employee reimbursable expenses, if any.

1.14. GENERAL CONDITIONS FOR COMMERCIAL PROPOSAL

1. For the purpose of costing, the bidders are requested to take the Head Quarters of PFRDA at New Delhi as the project site.
2. The bidder is required to bear the cost of movement/stay of its people from its office to the Project sites during the project
3. The bidder is required to bear the cost of client side infrastructure of laptops/desktops required by the project team of the bidders, during the implementation.
4. The bidder is required to ensure that the costing covers all the costs like cost of local travel, food, stay of the project team of the bidder.
5. Expenses for all/senior executives of the bidder to attend the review meetings or meeting of the steering committee should be borne by the bidder.

6. All the communication costs between the project team at the project sites and the company offices will be borne by the bidder.
7. The bidder is expected to price fully in the commercial proposal for all the services being provided by it to PFRDA. Any assumptions about possible future recovery of the under-priced items shall be at the risk of the bidder.
8. The bidder should provide all prices, quantities as per the prescribed formats. The bidder should not leave any field blank. In case the field is not applicable, bidder must indicate "0" (zero) in all such fields.
9. It is mandatory to provide breakup of all taxes, duties and levies wherever applicable and/or payable.
10. If, during the Contract Period, there is any change in the applicable Laws in India with respect to taxes and duties quoted in the commercial proposal which increases or decreases the cost incurred by the Bidder in performing the Services, then such payments, otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly. Such increase or decrease in the contract shall be valid on the invoice submitted on or after the date of such changes brought into force only.
11. PFRDA reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated. Prices quoted in the bid must be firm and final and shall not be subject to any change.
12. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately as Breakdown of Cost Components.
13. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the PFRDA.

1.15. PAYMENT TERMS FOR IMPLEMENTATION SERVICES

1. The cost of implementation services, including the cost of support for the ERP Solution, the training, data migration cost etc. will be paid based on the completion of the key milestones of the project and acceptance of the deliverables associated with the milestones, by PFRDA.
2. The implementation service also includes three months of adoption support after “Complete deployment” declaration.
3. At the completion of Project Preparation phase, 15% of the cost of implementation services will be paid.
4. 35% of the cost of implementation services will be paid after the completion of the Blueprint phase
5. 25% of the cost of implementation services will be paid at the successful completion of the Realization phase
6. 25% of the cost of implementation services will be paid after one annual quarter of successful operation and successful completion of three months of user adoption services
7. The charges for the support services will be payable at half yearly periods

1.16. PERIOD OF VALIDITY OF BIDS

1. For the purpose of entering into a definitive contract for the PROJECT services for PFRDA, as proposed by the bidder, the proposals shall be valid for a period of 6 (Six) months (one hundred and eighty days) from the last date for submission of the proposals. A proposal valid for a shorter period may be rejected as non-responsive.
2. On completion of the validity period, unless the bidder withdraws its proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
3. In exceptional circumstances, at its discretion, PFRDA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing by email.

4. On signing of the contract, the prices quoted in the commercial proposal for different solution components will be valid for the period of the contract, executed between the successful bidder and PFRDA.

2. BIDDING TERMS AND CONDITIONS

2.1. BIDDER QUERIES / CLARIFICATIONS ON RFP

1. All Requests for Clarifications (RFC) on the bidding terms or the specifications or any statement in this RFP document should be sent in the format provided in this RFP document.
2. Only those queries sent by the designated contact person of the bidder, as indicated while acknowledging the receipt of the RFP documents, will be entertained. Queries sent by anybody else from the bidder organization or its associates will be not be entertained.
3. All RFCs should be sent by email from email id of the designated contact person of the bidder from his/her official email id to the email id of PFRDA on or before date / time specified in the RFP. Telephone calls or in person interviews/discussions will not be accepted/entertained. PFRDA will not take the responsibility to acknowledge the receipt of the queries by email. In no event will PFRDA be responsible for ensuring that bidders' inquiries have been received by PFRDA.
4. PFRDA will share the answers for the queries from each of the bidders, with all the bidders at the Pre-bid meeting and subsequently through an email communication to all designated representatives of the bidders.
5. PFRDA will attempt to provide reasonable response/answers to all queries submitted by the potential bidders. However, PFRDA makes no representation or warranty as to the completeness of any response, nor does PFRDA undertake to answer all queries that have been posed by the bidders.
6. PFRDA will not be responsible for any queries which any of the bidders claim to have sent and which did not reach the designated email ids of PFRDA.
7. Any queries/clarifications related to the RFP should be sent to the email id listed in the RFP with the text "[The PROJECT - RFC]" may be included in the subject line.

2.2. PRE-BID CONFERENCE

1. Pre bid of the bidders shall be convened at the designated date, time and place. Only those bidders who have downloaded the RFP document from the Official Website of PFRDA, shall be allowed to participate in the Pre bid Conference.
2. A maximum of three representatives of each bidder shall be allowed to participate on production of an authority letter from the bidder.
3. The purpose of the conference is to provide bidders with information regarding the RFP and the requirements of PFRDA, and to provide each bidder an opportunity to seek clarifications regarding any aspect of the RFP.
4. During the course of Pre-bid Conference, the bidder will be free to seek clarifications and make suggestions for consideration of PFRDA. PFRDA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
5. In case of any change in the actual date, time and venue of the Pre-Bid conference from what is indicated in this RFP, the same will be published on the website of PFRDA.
6. Representatives of the qualified bidders’ organization may attend the pre-bid conference at their own cost.
7. The tentative venue for the Pre-bid conference is listed in the RFP

2.3. BID PREPARATION AND SUBMISSION

1. The following procedure should be followed for bid preparation and submission.

Envelope 1 : EMD and Technical Proposal	<p>The envelope containing the Bid Security shall be sealed and super scribed “EMD –ERP – PFRDA.]”</p> <p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed.</p> <p>The Technical Bid should be submitted in printed and soft copy</p>
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	<p>formats - one set of printed hard copy format and one set of a non-rewritable CD format. The words “Technical Proposal –ERP – PFRDA” shall be written in indelible ink on the CD. The Hard Copy or the printed copy shall have originals of the formats/declarations signed by the authorized signatory. The hard copy should be put along with the CD in the envelope and sealed. The envelope shall be super scribed “Technical Proposal – ERP – PFRDA]”</p> <p>This envelope <i>should not</i> contain any information about the pricing or the Commercial Proposal, in either explicit or implicit form, in which case the bid will be rejected.</p>
<p>Envelope 2: Commercial Proposal</p>	<p>The Commercial Proposal shall be submitted in a sealed envelope as per the specifications in this RFP and the forms prescribed.</p> <p>The Commercial Proposal shall be submitted in the form of a printed Hard Copy, in two separate covers</p> <ul style="list-style-type: none"> • One cover with printed commercial proposal for implementation services • One cover with printed commercial proposal for ERP solution <p>The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed “Commercial Proposal - ERP – PFRDA (Not to be opened with the Technical Proposal)” at the top right hand corner and addressed to The Purchaser at the address specified below in this table.</p> <p><i>Note: Unsigned Hard Copy of the Commercial Proposal will lead to rejection of the bid.</i></p>

Envelope 3	All the above envelopes along with the proposal letter should be put in an envelope which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project “Request for Proposal for ERP – PFRDA.]” and addressed to The Purchaser at the address specified. The package should have the bidder’s name and address and the names of primary and secondary contact persons.
Address	All the sealed covers for pre-qualification of the bid, the technical proposal and commercial proposals (together called the bid documents) along with the outer envelope must be addressed to the address listed in the RFP

2. It is expected that the contents in the printed version and the contents in the CD are same. In the event of any discrepancy between the printed version and the contents in the CD, the printed version shall prevail.
3. Signature: The covering letter must be signed with the bidder’s name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations and has the power of attorney on behalf of the bidder. All obligations committed by such signatories are liable to be fulfilled and enforceable through contracts.
4. The Submissions, including complete RFP documents, Proposals etc. in original and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorized Representative”) as detailed below:

- a. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - b. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - c. A copy of the Power of Attorney certified by a notary public in the form specified in the Appendix shall accompany the Proposal (if required).
5. While submitting a Proposal, the bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, bidders may format the specified forms making due provision for incorporation of the requested information.
6. Impact of Litigation: PFRDA does not intend to deal with any bidders who are facing litigations or enquiry of such nature which have the potential to adversely impact the operations of the bidder and thereby pose significant risk to the implementation of the proposed ERP solution at PFRDA, if such a bidder is selected to do so. Keeping this in mind, PFRDA requests the bidders to give an undertaking to this effect.
7. Acknowledgement of Understanding of Terms
 - a. By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules and Appendices hereto, and has fully informed itself as to all the conditions and limitations.
 - b. By submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that the company is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders.
8. Visit to PFRDA website and verification of information: Before submitting their proposals, the bidders may visit the office of PFRDA and ascertain for themselves the availability of documents and other data with PFRDA, Applicable Laws and regulations or any other matter considered relevant by them. Such requests for visits may be submitted to PFRDA by the official representative of the bidder, by highlighting the specific points or information required. Based on the information

sought and the availability of such information. PFRDA may or may not accept such requests, and the same will be communicated to the respective bidder

9. It shall be deemed that by submitting the Proposal, the bidder has:
 - a. Made a complete and careful examination of the RFP;
 - b. Received all relevant information requested from PFRDA
 - c. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of PFRDA or relating to any of the matters referred
 - d. Satisfied itself about all matters, things and information, including matters referred to in herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e. Acknowledged that it does not have a Conflict of Interest; and
 - f. Agreed to be bound by the undertaking provided by it under and in terms hereof.
10. PFRDA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by PFRDA.
11. The bidder is requested to sign the proposal covering letter as per the format to declare the understanding of the terms and acceptance of the conditions

2.4. THE RIGHTS OF PFRDA

1. Rights of the content of proposals
 - a. All proposals and accompanying documentation submitted as the bids against this RFP, once opened will become the property of PFRDA and will not be returned.
 - b. The information provided by the bidder, like the names of the customers of the bidder or any proprietary information about the bidder etc. will be treated as confidential information, unless asked to disclose by the orders of the court of law.
 - c. PFRDA is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to

the bidder. PFRDA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

- d. PFRDA has the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation

2. Right to Terminate the Process

- a. PFRDA reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by PFRDA.
- b. PFRDA may terminate the bidding process at any time and without assigning any reason. PFRDA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- c. This RFP does not constitute an offer by PFRDA. The bidder's participation in this process may result in PFRDA selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by PFRDA to execute a contract or to continue negotiations. PFRDA may terminate negotiations at any time without assigning any reason.

- 3. Amendment of Request for Proposal - At any time prior to the deadline for submission of proposals, PFRDA, for any reason, whether at its own initiative or in response to clarifications requested by any of the potential bidders may modify the RFP by the issuance of Addendum/ Amendment and posting it on the Official Website by amendment notified in writing or by facsimile or email to all bidders who have received this RFP and such amendment shall be binding on them.

- 4. Supplemental Information to the Request for Proposals - If PFRDA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

- 5. The cost of the proposal and bidding process - The bidder is responsible for all costs incurred in connection with participation in the bidding process, including, but not

limited to, costs incurred in participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by PFRDA to facilitate the evaluation process, and in finalizing a Service Agreement or a contract or all such activities related to the bid process.

6. Number of Proposals: No bidder or its Associate shall submit more than one proposal or bid against this RFP. A bidder submitting a bid individually or as an Associate shall not be entitled to submit another bid either individually or as a member of any consortium, as the case may be

2.5. MISCELLANEOUS

1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
2. PFRDA can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this RFP.
3. PFRDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any bidder in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to PFRDA by, on behalf of and/or in relation to any bidder; and/or
 - d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder.
4. It shall be deemed that by submitting the Proposal, the bidder agrees and releases PFRDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or

liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5. All documents and other information supplied by PFRDA or submitted by any Bidder shall remain or become, as the case may be, the property of PFRDA. PFRDA will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
6. PFRDA reserves the right to make inquiries with any of the clients listed by the bidders in their previous experience record.
7. This RFP does not commit PFRDA to award a contract or to engage in negotiations. Further, no bidder is entitled for any claims for cost incurred in making the proposal cost may be incurred in anticipation of award of contract.
8. Timing and sequence of events resulting from this RFP shall ultimately be determined by PFRDA.
9. No oral conversations or agreements with any official, agent, or employee of PFRDA shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of PFRDA shall be superseded by the definitive agreement that results from this RFP process. Oral communications by PFRDA to bidders shall not be considered binding on PFRDA, nor shall any written materials provided by any person other than the authorized representative of PFRDA
10. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against PFRDA or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
11. This RFP does not commit PFRDA to enter into an agreement or similar undertaking with the bidder or any other organization and PFRDA shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever.
12. No oral communication by either party will be recognized as official communication or a commitment. The only permitted mode of communication by either party will be through email id of the respective authorized persons and only those communications will be considered as commitments

2.6. CONDITIONS ON THE CONTENT OF THE PROPOSAL

1. Language of Proposals - The proposals, all correspondence and documents enclosed as part of the proposals should be in English.
2. The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.
3. Validity of the information
 - a. If the information submitted by the bidder during the RFP process is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the bidding process or any time during the tenure of the contract, including the extension period if any, PFRDA has the right to terminate the contract and initiate penal action against the bidder.
 - b. In case of such termination and penal actions, PFRDA shall reserve the right to seek penalty to cover the cost of damages including the cost of implementation and opportunity loss due to time spent on implementation.
4. Overly Elaborate Proposals - Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder’s lack of cost consciousness. PFRDA’s interest is in the quality and responsiveness of the proposal.
5. Non-Conforming Proposals - Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Without limiting generality of the foregoing, the failure to comply with the technical requirements, and acknowledgment of receipt of amendments, will be causes for holding proposals non-conforming. In addition, PFRDA will not consider for evaluation proposals that are “canned” presentations of promotional materials and that do not follow the format requested in this RFP or do not appear to address

the particular requirements of PFRDA as described in different sections of this RFP or do not appear to address the particular requirements of PFRDA to propose and implement the proposed ERP solution.

2.7. THE PROCEDURAL CONDITIONS

1. Late bids
 - a. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and will be rejected without opening.
 - b. PFRDA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by intimating all bidders who have received the bid documents from PFRDA, through email, in which case all rights and obligations of the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
2. Withdrawal and modifications of Proposals
 - a. Modifications of any nature to proposal will not be allowed after the deadline for proposal submission
 - b. In case the bidder submits the revised proposal, the revised proposal shall strictly comply with all the terms and conditions of this RFP.
 - c. No proposal submitted by the bidders may be withdrawn either partially or fully in the interval between the deadline for submission of proposals and the expiration of the validity period.
 - d. If a bidder intends to withdraw the proposal before the validity period, the bidder can do so by forfeiting the EMD
 - e. The responses given by the bidders to queries from PFRDA during the evaluation will be considered as part of the proposal

2.8. CONFLICT OF INTEREST

1. A bidder shall not have a conflict of interest that may affect the Selection Process or the ERP implementation project. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, PFRDA shall appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to PFRDA for, *inter alia*, the time, cost and

effort of PFRDA including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available PFRDA hereunder or otherwise.

2. The bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with PFRDA. Additionally, such disclosure shall address any and all potential elements, which would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

2.9. DISQUALIFICATION OF BIDS/PROPOSALS

1. The proposal submitted by the bidder is liable to be disqualified under the following cases. Each of the conditions laid down here are equally important, as indicated by the consequence of the violation of the condition, which is disqualification of the entire proposal of the bidder
2. Violation of the technical process
 - a. Commercial Proposal is submitted along with the Technical proposal
 - b. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal
 - c. Bidders may specifically note that while processing the Bid documents, if it comes to PFRDA's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this contract
 - d. In case any one party submits multiple Bids, the bidders are likely to be disqualified, unless additional Bids are withdrawn
3. Noncompliance to the conditions of the bidding process
 - a. The Bid documents are not signed, stamped and submitted in original as per guidelines of the RFP
 - b. The required EMD has not been paid as per the guidelines.
 - c. The Bid validity period is shorter than the required period
 - d. The Bid is not submitted in accordance with this document

- e. During validity of the Bid, or its extended period, if any, the bidder increases its quoted prices
 - f. The bidder qualifies the Bid with its own conditions which contradicts the terms and conditions of the RFP or the draft contract
 - g. Bid is received in incomplete form
 - h. Bid is not accompanied by all requisite documents duly signed, stamped and submitted in original copies.
4. Non responsive Content of the proposal
- a. Information submitted in Technical offer is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
 - b. The deliverables as given in the Technical solution should be in consonance with the Commercial Proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid unresponsive and may lead to disqualification of the Bid
5. Inability to respond in accordance with the bidding guidelines
- a. The successful bidder, invited to sign the contract qualifies the letter of acceptance of the contract with its conditions
 - b. Bidder fails to deposit the Performance Bank Guarantee or fails to enter into a contract within 15 days of the date of notice of award of contract or within such extended period, as may be specified by PFRDA.
6. Consequences of disqualification
- a. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
 - b. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder through email/fax. No further correspondence from the bidder with the PFRDA will be entertained.
 - c. Documents submitted as a part of the proposal and which have not been opened will be returned to the bidder.
 - d. Documents submitted as a part of the proposal and which have been opened at the time of disqualification will not be returned to the bidder.

- e. If the disqualification is for the reasons of fraudulent or corrupt practice, PFRDA has the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules

2.10. ENTIRE DOCUMENTS

1. Entire Request for Proposal - The following constitute the entire Request for Proposal by PFRDA
 - a. The RFP documents supplied by the PFRDA
 - b. The additional conditions if any, supplied by the PFRDA on or before the last date for the submission of the responses by the bidder
 - c. The clarifications provided by PFRDA during the pre-bid phase or before the last date for the submission of the responses by the bidder.
 - d. Minutes of the meeting of pre-bid meeting circulated to the bidders by the PFRDA
 - e. Any official communication through email/fax/post by PFRDA sent to all the bidders during the bidding period or before the last date for submission of the response by the bidder.
2. Entire proposal by the bidder – the following constitute the entire proposal by the bidder
 - a. The response by the bidder submitted in the soft copy format in the e-tendering System.
 - b. The presentation material submitted by the bidder during the bidder presentation sessions and the minutes of the meeting thereof.
 - c. The clarifications provided by the bidder as a part of the proposal against any queries/requests by PFRDA.
 - d. Minutes of the meeting of the pre-bid meeting
3. The Communications
 - a. The communications if any exchanged between PFRDA and the bidders related to the RFP and the bidding process, through emails/fax/post will be part of the RFP / proposal documents.
 - b. Only communications sent through email ids of the authorized persons of the bidders or PFRDA and letters signed by the authorized persons will be part of the official records for the RFPs and the proposals

2.11. AUTHENTICITY OF THE INFORMATION AND RIGHT OF VERIFICATION

1. PFRDA reserves the right to verify all statements, information and documents, submitted by the bidder in response to the RFP. Any such verification or the lack of such verification by PFRDA to undertake such verification shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of PFRDA there under.
2. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the SI either by issue of the LOA or entering into of the Agreement, and if the Selected bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by PFRDA without PFRDA being liable in any manner whatsoever to the Selected bidder or SI, as the case may be.
3. In such an event, PFRDA shall forfeit and appropriate the Bid Security, if available, as mutually agreed pre-estimated compensation and damages payable to PFRDA for, inter alia, time, cost and effort of PFRDA, without prejudice to any other right or remedy that may be available PFRDA

2.12. PROHIBITED PRACTICES

1. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, PFRDA shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, PFRDA shall, without prejudice to its any other rights or remedies,

forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to PFRDA for, inter alia, time, cost and effort of PFRDA, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

2. Without prejudice to the rights of PFRDA under the above Clause hereinabove and the rights and remedies which PFRDA may have under the LOA or the Agreement, if an bidder, as the case may be, is found by PFRDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by PFRDA during a period of 2 (two) years from the date such bidder, as the case may be, is found by PFRDA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this condition on prohibited practices, the following terms shall have the meaning hereinafter respectively assigned to them as follows:
 - a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of PFRDA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of PFRDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of PFRDA in relation to any matter concerning the Project

- b. “fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of PFRDA, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. “Unfair trade” practices means supply of goods or services (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by PFRDA
- e. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by PFRDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- f. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3. EVALUATION OF PROPOSALS

3.1. BID OPENING SESSIONS

1. The bids will be opened on the specified date, time and address in the presence of bidders' representatives who have been authorized to attend the Bid opening sessions.
2. In the event of the specified date of bid opening being declared a holiday for PFRDA, the Bids shall be opened at the same time and location on the next working day.
3. PFRDA will go ahead with bid opening, even if the authorized representatives of the bidders abstain from these bid opening sessions.
4. Opening of Commercial Proposal – The commercial bids of only those bidders who have scored more than the threshold points as prescribed in the Technical Evaluation process will be opened.
5. The commercial bids of those who have scored less than the threshold points as prescribed, will not be opened

3.2. PROPOSAL EVALUATION PROCESS

1. Proposals will be evaluated by a Committee of Experts (the "Committee") appointed by PFRDA. PFRDA or such other authority designated by PFRDA as the case may be is also referred to herein as the Committee of Experts (or "Committee").
2. PFRDA has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.
3. PFRDA has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids, as the case may be.
4. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by PFRDA during the evaluation process.

3.3. CLARIFICATIONS DURING BID EVALUATION

1. During the time of the evaluation of the Technical or/and Financial Bids, PFRDA may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.
2. The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for PFRDA to state its requirements clearly and for the bidder to more clearly state its proposal.
3. If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by the all the participants.
4. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, PFRDA has the right to make assumptions on the Technical or/and Financial Bids submitted by the SI and if such assumptions lead to disqualification of the Technical or/and Financial Bids, PFRDA is not accountable for these omissions
5. All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between SP and PFRDA.
6. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by PFRDA during the evaluation process.
7. If any of the responses by the SP to the queries sent by PFRDA has commercial implications, these commercial aspects will not be accommodated in the evaluation process.
8. Evaluation of the bids will be done in the following sequence
 - a. Scrutiny of Bid Security and adherence to general guidelines
 - b. Evaluation for eligibility

- c. Evaluation of technical proposal for ERP solution
- d. Evaluation of Technical proposal
- e. Evaluation of commercial proposal
- f. Determination of best value bid for implementation services using QCBS system

3.4. SCRUTINY AND ASSESSMENT OF ELIGIBILITY

The following activities will be carried out as the first step in the bid evaluation process

1. Scrutiny of the EMD/bid security
2. Scrutiny of the documents submitted as per the general guidelines on the following
 - a. Proposal covering letter
 - b. Impact of litigation statement
 - c. Conflict of interest statement
3. Only those bids for which EMD has been submitted and which have the above three documents in order will be processed further.
4. Assessment of the eligibility of against the conditions listed in the RFP and compliance of the responses as per the respective formats listed in the Annexure

3.5. THE PROCESS OF EVALUATION

1. The prospective Bidder must comply with general qualifications mentioned in the RFP. In case the Bidder does not fulfil the eligibility criteria, their bids will be rejected and shall not be considered for further evaluation.
2. The Bidder(s) will be evaluated on QCBS (Quality cum Cost Based Selection) System. There will be 30% weightage for Technical Bid and 70% for Commercial Bid.
3. A maximum of 100 points each will be allocated for the Technical proposals for the ERP solution and the maximum of 100 points for the technical proposal for implementation services, based on the assessment responses and compliance to the requirements of PFRDA
4. If the ERP solution proposed to be implemented by the Bidders scores less than 75 points (cut-off score) out of 100 points in the technical evaluation, the ERP solution

will not qualify and the bidder who has proposed such ERP solution shall not be considered for the Evaluation of the proposal for ERP implementation.

5. The Bidders scoring less than 70 points (cut-off score) out of 100 points in the technical evaluation of the ERP implementation services shall not be considered for next stage of the evaluation process.
6. The Bidders who are shortlisted based upon technical criteria may be asked, if necessary, to make a presentation on their solution at PFRDA, at their own cost.
7. The individual technical scores of the technically qualified Bidders, thereafter, will be normalized as per the formula below:

$$T_n = \left(\frac{T_b}{T_{max}} \right) \times \frac{30}{100}$$

where:

T_n = Normalized technical score for the Bidder under consideration

T_b = Absolute technical score for the Bidder under consideration

T_{max} = Maximum absolute technical score obtained by any Bidder

8. Financial Bids of those who have technically qualified only shall be opened for further evaluation.
9. The Commercial Offer shall be the sum total of all the price elements.
10. The commercial scores will be calculated as per formula given below:

$$F_n = \left(\frac{F_{min}}{F_b} \right) \times \frac{70}{100}$$

where:

F_n = Normalized financial score for the Bidder under consideration

F_b = The commercial bid value of the Bidder under consideration

F_{min} = Minimum commercial Value bid

11. The overall score will be calculated as per the formula given below:

$$B_n = T_n + F_n$$

where:

B_n = Overall score of the Bidder under consideration

T_n = Normalized technical score of the Bidder under consideration

F_n = Normalized financial score of the Bidder under consideration

12. Final Selection of Bidder will be done based on added individual score achieved by the Bidder in techno-commercial evaluation. The Bidder getting the highest score (Bn) shall be selected for award of work. The final scores would be rounded off to two decimals and in case of a tie, the bidder with lower financial quote will be selected.

3.6. PRESENTATION OF THE PROPOSAL

1. The committee may invite each bidder to make a presentation to the PFRDA at a date, time and venue determined by PFRDA to make a presentation of their Technical Proposal. The purpose of such presentations would be to allow the bidders to present their methodology, unique capabilities if any, the project structure, the quality of the project team etc.
2. The presentation of the Technical Proposal should be made by the proposed project manager of the bidder for this Project of PFRDA, with some of the key team members to support the project manager as part of the presentation team, instead of the sales representative or the senior executive of the organization.
3. The presentation of the technical proposal would also include the demonstration of the proposed ERP solution to highlight the technical requirements of PFRDA and to validate the specific technical specifications.
4. The bidders are expected to bear the cost of travel or any other associated cost incurred for the purpose of making these presentations

3.7. EVALUATION OF TECHNICAL PROPOSAL

1. The technical proposal will be evaluated based on the materials provided in the proposal by the bidders as against the general understanding of what they should be like to meet the requirements of the project.
2. The clarifications provided by the bidders during the evaluation process or if any presentation was organised, the content of the presentation also will be the basis of technical proposal evaluation.

3. PFRDA reserves the right to cross verify the documents/ credentials of the bidder & related bodies before awarding the contract to the successful bidder
4. The proposal will be evaluated against the following broad heading

3.8. CLARIFICATIONS TO THE TECHNICAL PROPOSAL

1. During the time of the evaluation of the Technical Proposal, PFRDA may seek clarifications from the bidders on specific items in the proposal submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email for response within a stipulated time period.
2. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, PFRDA has the right to make assumptions on the technical proposal submitted by the bidder and if such assumptions lead to disqualification of the technical proposal, PFRDA is not accountable for these omissions
3. The responses by the bidders to the queries raised by PFRDA will be treated as part of the proposal by the respective bidders
4. If any of the responses by the bidders to the queries sent by PFRDA has commercial implications, these commercial aspects will not be accommodated in the commercial evaluation process. The bidder is expected to sign a declaration to this effect as per the format Annexure.

3.9. SCORING OF TECHNICAL PROPOSAL FOR ERP SOLUTION

1. A maximum of 100 points will be allocated for the technical proposal for the different parameters listed in the technical proposal requirements for ERP solution, as per following:

Parameter	Points
The bill of material for the ERP solution	5 points
The solution fitment	25 points
The licensing terms	4 points
The references in Regulators , Central, State Governments and public sector	25 points

Technical requirements	10 points
Strategic requirements	15 points
Future expansion capability for e-procurement and government file	16 points
Total Score	100 points

2. Out of a possible 100 points, a proposed ERP solution should score a minimum of 75 points to qualify in the technical evaluation.
3. The technical proposal for implementation services of a particular bidder will be evaluated, only if the ERP solution proposed by that bidder qualifies in the technical evaluation
4. The bill of materials will be evaluated in terms completeness to address all the requirements of PFRDA and the clarity in terms of mapping the requirements to specific solution elements.
5. The solution fitment of the ERP solution proposed by the bidder will be evaluated against the response to the FRS, the references of successful implementation and on the basis of the demonstration of the solution in the event of organising a solution demonstration. The following will be the basis of evaluation for this parameter.
 - a. PFRDA is looking for ERP Solution which would need minimum customization, if any, the solutions proposed will be rated accordingly – the solutions which need less customization being rated better than the others.
 - b. The response to the FRS will be scored based on the five types of responses – readily available or standard, work around, needs customization, not available but met through third party tool, not available/not proposed or addressed.
 - c. Based on the response against the FRS, each line item in the list of features/capabilities will be allocated a score as below:

Response	Points
Standard	4
Work Around	3

Customization	2
Third Party	1
Not Possible	0

- d. The total score for each of the bid will be normalised for a maximum possible score of 25, (the achievable maximum score if all the requirements were standard features)
6. The licensing terms will be assessed for clarity, transparency and ease of administration and the relationship to the bill of materials and the metrics.
7. The points for references of deployment will be allocated as below

Response	Points
References of Deployment in Regulators, Central and State organizations in India.	20 points for four references
References of Deployment in public sector organizations or public sector enterprises, specifically for the functions of payroll, HR and finance & accounts	5 points for five references
Total score	25 points

8. The technical requirements: a maximum point of 10 will be awarded if the response is yes against all the parameters of the technical requirements, listed in the RFP. The score will be awarded proportionately based on the response against each parameter.
9. The strategic requirements will be scored against the following five parameters with each one carrying a point of 3 each.
- The ERP solution shall be implemented and maintained by System Integrators based out of India, without depending on the OEM and should have at least ten certified partners in India for implementing and maintain ace/support of ERP.
 - The ERP solution should be able to meet the India specific requirements on service Tax, TDS etc. and has the facility to provide these changes for localization on a continuous basis

- c. The Proposed Application should support – all of the Operating Systems- Microsoft Windows, UNIX, Linux, MAC and the proposed integrated application should be capable of supporting all standard Databases like Sybase, SQL, Oracle and DB2
- d. The ERP Solution should be supplied with the source code of the solution and the customized source codes of the ERP solution. These Codes should be part of deliverable without any preconditions.
- e. The ERP Solution OEM should have its own R&D centre in India doing development.

10. The capability to address future requirements for e-procurement and government file management will be scored based on the references, as listed in the RFP.

Response	Points
References of deployment of integrated e-procurement* and the proposed ERP solution in a public sector organization	8 points for two references
References of deployment of integrated government file management system and the proposed ERP solution in a public sector organization	8 points for two references
Total score	16 points

*e-procurement with tendering for two cover system of procurement for public procurement, and facility for encryption of bids and digital signature integration.

3.10. SCORING OF THE TECHNICAL PROPOSAL FOR IMPLEMENTATION

1. A maximum of 100 points will be allocated for the technical proposal for implementation services, as per following details:

Parameter	Points
Customer references from Regulators , Central and State Government	20 points (for four references, five points for each)
Profile of the project team	25 points
Project Plan and Resource Loading	10 points

Project Structure, escalation, reporting	10 points
Methodology for implementation and Templates for the deliverables and acceptance criteria	25 points
Support and maintenance	5 points
Framework for setting up the CoE	5 points
Total Score	100 points

2. Out of a possible 100 points, a bidder should score a minimum of 70 points to qualify in the technical evaluation for implementation services
3. The approach and methodology will be assessed for design clarity, completeness, best practices, detailing, of project standards, templates for deliverables, deliverables acceptance criteria for details, industry standards, ease of understanding, the approach adopted to get the best out of the proposed ERP solution, the understanding of the requirements of PFRDA by the bidders etc.
4. Profile of the Project Team: The profile of the project team should meet the requirements in terms of experience, training and specific project experience elaborated in the requirements of PFRDA in the RFP. Better quality of experience, training, length of stay with the bidder etc. of the featured profiles will attract higher scores. The presentation by the Project Team, personal interviews if any and the information provided in the proposal against the formats provided in the RFP, will be used for evaluation of this parameter. Some of the key experts will be the project manager, the functional consultants and the technical consultants as listed in the RFP
5. The project plan, structure and resource loading will be assessed for details, completeness, and adequacy, the adequacy of resources, the risk mitigation plan and intents to complete the completed in a timely fashion. The project plan will be assessed for Details of the activities, the resource loading, mechanisms for tracking issues, the tools used for managing the project etc. Resource Loading for the project with right type of people and in right numbers at the right time and for the right duration will be critical for the success of the project at PFRDA. The resource lading

parameter will be evaluated based on type of people, the timing, numbers and duration.

6. Support and maintenance, the approach, methodology, plan, resource loading etc. for adequacy, adherence to standard practices, completeness etc.
7. The support services are scored based on the resources, the approach for ensuring easy adoption, continuous improvement mechanisms etc.
8. The proposal for CoE will be assessed against the requirements in the RFP and the expertise the bidders proposed to provide based on its previous experience of doing so.

3.11. COMMERCIAL PROPOSAL EVALUATION

1. The commercial bids/proposal of only those bidders who meet the eligibility criteria and qualify in the technical evaluation process will be considered for commercial evaluation.
2. The commercial bids of only technically qualified bidders will be opened.
3. The evaluation of Commercial Proposals will be done based on the bidders' quote for the services required by PFRDA and elaborated in this RFP.
4. If any of the prices of different components or taxes for these components are bundled together in the Commercial Proposal, unbundling of these prices, i.e. allocating prices for individual components during evaluation or during signing the contract, if awarded the contract, will not be allowed.
5. If the bundling of the price of different services makes it difficult for PFRDA to use them for the purpose of signing the contract, PFRDA has the right to reject these commercial bids, as unresponsive bids.
6. If there are any errors, these will be corrected as per this RFP
 - a. If the price for any of the services is not explicitly mentioned or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and PFRDA has the

right to source services quoted as zero, at no additional price and the quoted price i.e. at zero.

- b. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the contract.

3.12. CALCULATION OF THE VALUE OF THE COMMERCIAL PROPOSAL

1. The summation of the values provided in the Format for commercial response will be the value of the commercial proposal of the particular bidder.
2. Each element in this Format is expected to be the summation of each of the tables provided for breakup of the respective price elements
3. The values provided in the break up forms will be used for contracting purpose and for addressing any changes to the scope of work during the period of contract.
4. Reconciliation between the commercial proposal tables: if there are discrepancies between the figures in the different tables of the commercial proposals, reconciliation/correction will be done using the following method.
 - a. If any of the elements in the main response format higher than the summation of the corresponding forms for break up, post commercial evaluation, the lower value in the corresponding table will be used for contracting.
 - b. If any of the element in response form is lower than the summation of the breakup forms, post commercial evaluation the value provided in the response form will be used for contracting and the bidder will be required to readjust the price of different elements of the corresponding table, to reflect the value provided in response form which was used in evaluating the value of the bid.

3.13. CORRECTION OF ERRORS

1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be performed before submission, failing which the figures for such items may not be considered.
2. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the overall proposal price shall govern

3.14. NEGOTIATION WITH THE ERP SOLUTION OEM AND SIGNING THE CONTRACT

1. PFRDA will select the ERP solution proposed by the successful bidder for ERP implementation services.
2. PFRDA will open the commercial proposal of the proposed ERP solution, only after selection of the successful bidder
3. PFRDA will have the rights to negotiate with the ERP solution OEM and sign a contract directly with the ERP solution OEM, for the supply of ERP solution.
4. If the commercial negotiation with the ERP solution OEM fails, or the ERP solution OEM refuses to sign the contract to supply the ERP solution directly, PFRDA will have the right to nullify the complete bid process, without getting into contract with the successful bidder for ERP implementation services.

3.15. NOTIFICATION OF AWARD AND SIGNING THE CONTRACT

5. PFRDA reserve the right to negotiate with the bidder whose proposal for ERP implementation services has been ranked as successful bidder by the committee on the basis of price quoted in the commercial proposal and also the other commercial terms and conditions furnished in the Technical proposal
6. Award of contract for the project: After the completion of the bid evaluation process and determination of the successful bidder, and completion of the

negotiations if any, as listed in the RFP, a Letter of Award (the "LOA") shall be issued, in duplicate, by PFRDA to the successful bidder and the successful bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the successful bidder is not received by the stipulated date, PFRDA may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking bidder may be considered.

7. The notification of award or the issue of LoA will not constitute the formation of the contract.
8. The successful bidder who has been issued with a LOA is expected to furnish a Performance Bank Guarantee (PBG) for an amount which is 10% of the contract value. This Performance Bank Guarantee has to be from any of the state banks or Nationalized Bank or a Private Bank which is authorized to do business with Government.
9. The contract between the successful bidder and PFRDA will come into force only upon the bidder furnishing the Performance Bank Guarantee as per conditions laid out in this RFP and PFRDA signing the contract with the successful bidder.
10. If the successful bidder fails to furnish the Performance Bank Guarantee, within the specified period and subject to specified conditions, PFRDA has the right to withdraw the notification of award/LOA
11. If the successful bidder tries to alter the Commercial Proposal or the Technical Proposals, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract, PFRDA has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.
12. If the successful bidder fails to get into a contract with PFRDA as per the Commercial Proposal and the Technical Proposal submitted against this RFP, and all the commitments made during the evaluation process, PFRDA has the right to withdraw

the notification of award and the bidder will forgo the EMD furnished during the bidding process.

13. Failure of the successful bidder to agree with the Terms and Conditions of the RFP, the terms as put forward by PFRDA and/or the failure to present the Performance Bank Guarantee within the stipulated period and/or non-fulfilment of the condition of executing a contract by the successful bidder shall constitute sufficient grounds for the annulment of the award, and forfeiture of EMD.
14. Expenses for the Contract-The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.
15. Commencement of Assignment: The SI shall commence the project within fifteen days of the date of the Agreement, or such other date as may be mutually agreed. If the SI fails to commence the assignment as specified herein, PFRDA may invite the second ranked SI for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

3.16. PERFORMANCE BANK GUARANTEE

1. The successful bidder shall at their own expenses deposit with PFRDA, along with agreement, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank acceptable to PFRDA payable on demand, for the due performance and fulfilment of the contract(s) by the bidder.
2. This Performance Bank Guarantee will be for an amount equivalent to 10% of value of the contract(s). All incidental charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
3. The Performance Bank Guarantee shall be valid till 3 months after the completion of the support and maintenance period.
4. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of support and maintenance period, the Performance Bank Guarantee will lapse. The Performance Bank Guarantee may be discharged/ returned by PFRDA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

5. In the event of the bidder being unable to service the contract(s) for whatever reason, PFRDA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of PFRDA under the contract in the matter, the proceeds of the PBG shall be payable to PFRDA as compensation for any loss resulting from the bidder's failure to perform/comply with its obligations under the contract. PFRDA shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
6. PFRDA shall also be entitled to make recoveries from the bidder's bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

3.17. COMPLAINTS AND DISPUTE RESOLUTION

1. If any of the bidders have any complaints or reservations on the bidding/procurement process, the evaluation etc. the competent authority to be contacted for resolution will be Executive Director (Information Technology), PFRDA.
2. The decision of the competent authority on the complaints or disputes will be final.
3. Cost of Resolution – Each party will bear the cost incurred by them for resolving the issues.