

**REQUEST FOR PROPOSAL (RFP)**  
**INVITATION OF BID FOR PROCUREMENT MAINTENANCE AND SUPPORT**  
**SERVICES FOR 127 USER LICENSES OF SWIFTALM BASE PACKAGE (PROCESS**  
**MANAGEMENT SOFTWARE) FOR A PERIOD OF 12 MONTHS**

**SINGLE TENDER ENQUIRY**

To,

M/s Digite Infotech Pvt Ltd  
5<sup>th</sup> Floor, Opus Park, Opp. SEEPZ Main Gate,  
Central Road, MIDC, Andheri East,  
Mumbai – 400093

S&P/210-1/PROCESS/PROC/SwiftALM/AMC

30 Sep 19

**REQUEST FOR PROPOSAL (RFP) NO 17 DATED 30 Sep 19**

1. Bid in single sealed cover containing *Commercial bids* are invited for procurement Maintenance and Support services for 127 User Licenses of SwiftALM Base package (Process Management software) for a period of 12 months on Single Tender Enquiry basis. The procurement will be an agreement between the PURCHASER and the SUPPLIER for the scope of the work as listed in Part II of this RFP. Please super scribe with the above mentioned title, RFP number and date of opening of the Bid on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bid or seeking clarifications regarding this RFP are given below:-

- |   |   |
|---|---|
| (a) Bid/queries to be addressed to:             | Director General WESEE,<br>(for HOD (S&P))<br>West Block V, RK Puram,<br>New Delhi – 110066 |
| (b) Postal address for sending the Bid:         | West Block V, RK Puram,<br>New Delhi-110 066  |
| (c) Name/designation of the contact personnel:  | Lt Cdr Rahul Gupta<br>SM (S&P), WESEE   |
| (d) Telephone numbers of the contact personnel: | 011 - 26104073  |
| (e) Fax number:                                 | 011 - 26101143  |

3. This RFP is divided into five Parts as mentioned below and contains 17 pages.

- (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.

*Rahul*



(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.


(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.



  
(Rahul Gupta)  
Lt Commander  
System Manager (S&P)  
for Director General

## PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bid.** 1200 Hrs on 23 Oct 19  
The sealed bid should be deposited by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bid.** Single bid system shall be followed. Sealed Commercial bid should be either dropped in the Tender Box marked as **WESEE Tender Box** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency). In case of inability to submit the bid, a regret letter is mandatory to be forwarded in response to the RFP.
3. **Time and date for opening of Bid.** Bids will be opened at 1500 hrs on 23 Oct 19. If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer. The time and date for the Price Negotiation would be intimated subsequent to the bidder.
4. **Location of the Tender.** Tender Box is located at Reception Gate of West Block V, RK Puram, New Delhi - 110066. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box/ Letter Box will be rendered invalid.
5. **Place of opening of the Bid.** Bids will be opened at Logistic Office, WESEE, West Block –V, RK Puram, New Delhi – 110066. The bidders may depute their representatives, duly authorised in writing, to attend the opening of bids on the due date and time. Rates and important commercial/ technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of representative(s).
6. **Type of Tender and Bid.** This is a **Single Tender Enquiry** and no unsolicited bid will be accepted/ entertained by this office in accordance with GFR 2017. This procurement is on **Single Bid Tender** basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.
7. **Forwarding of Bid.** The Commercial bids should be forwarded by Bidders under their original memo/ letter pad *inter alia* furnishing details like **TIN number, VAT/CST/GST number, Bank address with EFT Account if applicable, etc and contact nos., complete postal & e-mail address of their office.**
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 04 (four) days prior to the date of opening of the bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bid.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is



received by the buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bid.** During evaluation and comparison of bid, the buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bid.** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote.** Bidder, if unwilling to quote should ensure that intimation to this effect reaches WESEE before the due date and time of opening of the Bid, failing which the ***defaulting Bidder may be delisted*** for the given scope of work as mentioned in Part II of this RFP.

13. **Validity of Bid.** The bid should remain valid till **90 days** from the last date of submission of the bid and the rates quoted therein shall be valid for the entire contract period.

14. **Earnest Money Deposit (EMD).** Bidder is required to submit ***Earnest Money Deposit (EMD) for amount of Rs 15,000.00 (Rupees Fifteen Thousand Only)*** along with the bid. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any public sector banks or private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be valid for a period of ***forty-five*** days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. ***The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.*** EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Certificate by Vendor.** It is mandatory for the vendor to fill up the compliance matrix at Appendix 'A' to this RFP and submit the same along with their Commercial bid. Format for the Commercial bid is placed at Appendix 'B' to this RFP.



**-End of Part I-**

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## PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** The organisation wishes to procure Maintenance and Support Services for 127 licences of SwiftALM application (Process Management Software) towards process automation with following specifications: -

S. No.	Details	Qty	Rate	Amount
(a)	Maintenance and Support Services for user licence of SwiftALM Base Package (Process Management Software) for a period of 12 months	127 Nos		

2. **Access to Buyer's installation environment.** The Buyer will provide all necessary relevant technical information including snapshots, error logs, and configuration files etcetera while reporting/ logging a problem with the Service Provider. The Service Provider would be required to extend support and resolve issues based on limited access to information provided by the Buyer since the package being purchased is intended for use over an *air gap* network and therefore access to Buyer's installation environment by the Service Provider through VPN or remote dial-in will not be permitted under any circumstance. In case the Service Provider requires access to Buyer's installation environment, the same would be provided by the Buyer at installation site on as required basis under strict supervision and control.

### Delivery Period

3. Delivery period for supply of licenses shall be **Four week** from the effective date of Supply Order. Please note that Order can be cancelled unilaterally by the Buyer in case licenses are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD Clause.

4. **Licenses Model Type.** The License(s) of SwiftALM Application (Process Management Software) towards Process Automation being purchased by the Buyer shall be **PERPETUAL LICENSES.**

5. **Licenses Model Validity.** Being perpetual licenses the basic activation/ product key shall never expire and the user shall have full rights to use the application/ solution in as-is configuration till it desires.

### Reactivation

6. In cases where the application/ solution is required to be reloaded, reinstalled or reconfigured due to any instance of application corruption, system crash or hardware/ software upgrade, the activation/ product key provided by the Service Provider/ Supplier/ OEM shall be valid and usable for completion of system setup. In case there is any dependency on the Service Provider/ Supplier/ OEM for activation of such reinstallations/ reloading/ reconfiguring, the Service Provider/ Supplier would resupply requisite activation key or any such file, patch etcetera to the Buyer at no additional cost/ fee whatsoever.

7. Any technical assistance for the reinstallation/ reactivation shall also be provided



by the Service Provider under the Standard Support and Maintenance service contracted by the Buyer.

8. **Warranty & Product Support.** The supplier will provide support during the warranty period to address and remedy any fault/ deficiency (i.e. deviation from agreed project specification) observed during the operation/ use of the licenses/ services for a period of **12 months** from the date of successful activation of software licenses or acceptance by WESEE, whichever is later. Following shall be the scope of warranty of the product: -

- (a) Availability of the latest version of software and working it's working at WESEE post installation.
- (b) Availability of patches and software upgrades during the warranty period.
- (c) Support for offline update of patches or software upgrade, as no internet connectivity to the servers or clients in the networks is permitted.
- (d) Assistance for troubleshooting through offline means or onsite visits.
- (e) Support for system recovery in case of system crash/ corruption.
- (f) Support of reinstallation of the software for any technical issues.
- (g) Incident based support for the software product.
- (h) Functioning of software and its licenses as per OEM technical specifications committed against this RFP and the supply order for the software application.
- (i) Supplier will respond to a reported fault/ deficiency as per timelines committed by the OEM in their SLA-V-2.3 that has been shared with WESEE as per priority indicated therein.
- (j) The support shall be available on telephone/ fax and e-mail during working hours (0900 Hrs to 1700 Hrs) on all working days (Monday to Friday).

**-End of Part II-**



### PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect from the date of related Work/ Supply Order issued by DG, WESEE and shall remain valid until the completion of the obligations of both the parties (Buyer and Service Provider/ Supplier/ OEM) under the contract. The deliveries, supplies, installation, commissioning and performance of the product and services, as relevant shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller/ Service Provider/ Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service Provider/ Contractor/ Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller/ Service Provider/ Contractor) or the commission of any offers by the Service Provider/ Contractor/ Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller/ Service Provider/ Contractor and recover from the Seller/ Service Provider/ Contractor the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller/ Service Provider/ Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider/ Contractor/ Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller/ Service Provider/ Contractor to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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contract.

(d) The Buyer has noticed that the Service Provider/ Supplier/ Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/ company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller/ Service Provider/ Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Service Provider/ Contractor/ Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Service Provider/ Contractor/ Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties**

(a) **General.**

(i) If Bidder desires to ask for customs duty, excise duty or Sales Tax / VAT, GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of



## PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. Evaluation Criteria. The broad guidelines for evaluation of bid will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(c) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, GST etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT/ GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT/ GST upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT/ GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty, GST and VAT also.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.



(f) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format.** The Price Bid Format is placed at Appendix 'B' and Bidders are required to fill this up in the required format.

**-End of Part V-**

*Rahul*



Appendix 'A'  
(Refer to RFP 17 Dated 30 Sep 19)

**RFP COMPLIANCE MATRIX BY THE VENDOR**

**(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bid submitted)**

S. No	Check off list /Clause	Compliance	Yes/No
1	RFP No, Title and Date of opening of bids mentioned at bid envelop		
2	Commercial Bid is as per format mentioned at Para 2 of Part V of RFP		
3	Para 7 Part I of RFP. Documentary proof of VAT/GST registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
4	Para 14 part I of RFP- EMD for an amount of Rs. 15,000/- value enclosed	Documentary proof for EMD in form of BG, FD, DD etc attached	
5	Vendor Registration Certificate Attached	If Ans to SI (4) above is 'NO'. Vendor Registration Certificate to be Attached	
6	Acceptance to all specifications, Essential Details of Items/ Services required as per Part II of RFP.	Please specify variations if any clearly in the bid.	
7	Acceptance of Standard Conditions of RFP mentioned at Part III of RFP	Standard Conditions of RFP as per DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Supply Order/ Contract Agreement.	
8	Acceptance of Special Conditions of RFP mentioned at Part IV of RFP	Special Conditions of RFP as per DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Supply Order/ Contract Agreement.	
9	Submission of OEM Certificate in case the Bidder is not the OEM	An agreement certificate with the OEM for providing subscription and support enclosed	

 Bidder's Office Stamp

Signature of Bidder

**COMMERCIAL BID**

**FOR PROCUREMENT OF MAINTENANCE AND SUPPORT SERVICES FOR 127  
USER LICENSES OF SWIFTALM BASE PACKAGE (PROCESS MANAGEMENT  
SOFTWARE) FOR A PERIOD OF 12 MONTHS**

(In response to RFP No 17 dated 30 Sep19)

1. **Rates of items.**

S. No.	Details	Qty	Rate	Amount
(a)	Maintenance and Support Services for user licence of SwiftALM Base Package (Process Management Software) for a period of 12 months	127 Nos		

Details as per Part I para 7 of RFP are also required to be mentioned along with the commercial bid.

2. **Any other taxes/duties/overheads/other costs:**

- (a) Is VAT/ GST extra? If Yes, then mention the following:
  - (i) Total value on which VAT/GST is leviable and Rate of VAT/GST
  - (ii) Total value of VAT/GST leviable
  
- (b) Is Service Tax extra? If yes, then mention the following:
  - (i) Total value of Services on which Service Tax is leviable
  - (ii) Rate of Service Tax leviable
  - (iii) Total value of Service Tax leviable
  
- (c) Is Custom Duty Exemption (CDE) required?
- (d) Any other Taxes / Duties / Overheads / Other costs.
- (e) Warranty Period / Hardware Support/ Life Cycle.
- (f) Delivery Period / Delivery Plan.
- (g) Please indicate other costs that are part of this RFP that are not mentioned in the Basic Cost of Service.

**Office Stamp**



**Signature of Bidder**

*Rahul*

