



# राज्य लोक सेवा अभिकरण, म.प्र. (SAPS-MP)

(मध्यप्रदेश शासन, लोक सेवा प्रबंधन विभाग की पंजीकृत संस्था)

**State Agency for Public Service, M.P.**

(A Regd Agency of Govt. of M.P. Under Deptt. of Public Service Management)



पत्र क्रमांक - 432 /रालोसेअ/प्रशासन  
प्रति,

भोपाल, दिनांक 23/05/2020

प्रबंध संचालक,  
मध्यप्रदेश माध्यम  
अरेरा हिल्स, भोपाल (म.प्र.)।

विषय :- समाचार पत्रों में विज्ञापन किये जाने विषयक।

सन्दर्भ:- इस कार्यालय का पत्र क्र. 430/रालोसेअ/प्रशासन भोपाल, दिनांक 21/05/2020.

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उपरोक्त विषयानुसार संदर्भित पत्र का अवलोकन करने का कष्ट करें, जिसमे कार्यालय द्वारा Microsoft Power BI लाइसेंस क्रय किये जाने हेतु विक्रेता के चयन हेतु आमंत्रित की गई निविदा हेतु राष्ट्रीय स्तर के व्यापक रूप से प्रसारित होने वाले 01 दैनिक समाचार पत्र एवं मध्यप्रदेश के 02 समाचार पत्रों के समस्त संस्करण में विज्ञापन प्रकाशन किये जाने का लेख किया गया था।

उक्त संबंध में लेख है कि विज्ञापन में त्रुटिवश [www.mpedistrict.gov.in](http://www.mpedistrict.gov.in) के स्थान पर [www.mpe-district.gov.in](http://www.mpe-district.gov.in) प्रकाशित हो गया है, जिस हेतु संलग्न अनुसार शुद्धि पत्र जारी किया जाना है।

अतः अनुरोध है कि पूर्व अनुसार संबंधित समाचार पत्रों में शुद्धि पत्र का प्रकाशन किये जाने हेतु संबंधित को निर्देशित करने का कष्ट करें।

संलग्न:- उपरोक्तानुसार।

  
(रिपुदमन सिंह भदौरिया)  
संचालक (प्रशासन)  
राज्य लोक सेवा अभिकरण

कार्यालय : चतुर्थ तल, पुस्तक भवन, अरेरा हिल्स, भोपाल

दूरभाष : 0755-2775227, 2770915, 2770926 E-mail : loksevamp@gmail.com

# राज्य लोक सेवा अभिकरण म.प्र.

(मध्यप्रदेश शासन, लोक सेवा प्रबंधन विभाग की पंजीकृत संस्था)

चतुर्थ तल, पाठ्यपुस्तक भवन परिसर,

अरेरा हिल्स भोपाल -462011

फ़ोन न. 2770874, 2770915, 2775227 E-mail - loksevamp@gmail.com

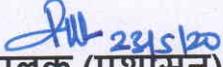
निविदा क्रमांक 02/SAPS/2020

दिनांक -23/05/2020

## शुद्धि पत्र

### **Microsoft Power BI लाइसेंस क्रय किये जाने हेतु विक्रेता का चयन**

राज्य लोक सेवा अभिकरण कार्यालय द्वारा Microsoft Power BI लाइसेंस क्रय किये जाने हेतु विक्रेता के चयन एवं दरों के मानकीकरण के लिए निविदा का विज्ञापन जारी किया गया था। उक्त विज्ञापन में त्रुटिवश [www.mpedistrict.gov.in](http://www.mpedistrict.gov.in) के स्थान पर [www.mpe-district.gov.in](http://www.mpe-district.gov.in) प्रकाशित हो गया है। अतः उसे [www.mpedistrict.gov.in](http://www.mpedistrict.gov.in) पढ़ा जावे।

  
संचालक (प्रशासन)

REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION  
AND COMMISSIONING OF MICROSOFT POWER BI LICENSES

# Request for Proposal for Supply, Installation and Commissioning Of Microsoft Power BI Licenses

RFP NO: **02/SAPS/2020**



**Issued by:**

**Executive Director  
State Agency for Public Service (MPSAPS)  
(Public Service Management Department, Govt. of Madhya Pradesh)**

4<sup>th</sup> Floor, Madhya Pradesh Textbook corporation  
Pustak Bhawan, Arera Hills  
Bhopal, Madhya Pradesh – 462011  
Tel: 0755-2775227 email: loksevamp@gmail.com

**REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION  
AND COMMISSIONING OF MICROSOFT POWER BI LICENSES**

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**1. Introduction**

State Agency for Public Services (SAPS) under 'Public Service Management Department', Government of Madhya Pradesh invites online tenders from eligible and reputed agencies for supply, installation and commissioning of Microsoft Power BI licenses.

**1.1. Bidding Data sheet**

S.No	Particulars	Details
1)	Name of Client	State Agency for Public Services
2)	Address and Concerned person for Correspondence	State Agency for Public Services 4 <sup>th</sup> Floor, Madhya Pradesh Textbook corporation Pustak Bhawan, Arera Hills Bhopal, Madhya Pradesh – 462011 0755-277 5227/ 2770926
3)	Pre bid meeting	Not applicable - Bidders are requested to send their consolidated queries to email id as mentioned below at S.No.4 by 28/05/2020 4:00 PM in an excel sheet as per the format specified below
4)	Email address to send the Pre-bid Queries	<a href="mailto:loksevamp@gmail.com">loksevamp@gmail.com</a>
5)	Date of Tender publishing	21/05/2020 4.00 PM
6)	Download of tender document	22/05/2020 4.00 PM onwards
7)	Last date of Bid Submission	11/06/2020 4.00 PM
8)	Cost of document	INR 500 + Processing Fees (non-refundable) to be paid online through the e-procurement portal.
9)	EMD / Bid Security Amount	INR 1,50,000/-
10)	Date and time for opening of Technical Proposal	12/06/2020 4.00 PM
11)	Date and time for opening of Financial Proposal	Will be communicated to the qualified Bidders
12)	Performance Bank Guarantee (PBG)	The successful bidder shall be required to submit performance guarantee equivalent to 10% of the order value for the satisfactory performance/completion of the complete order.
13)	Method of submission of Proposal	Online through e-procurement
14)	Validity of Bids	90 days after submission date of bids

**Format for Pre-bid queries:**

**Subject:** Pre-bid queries for supply, installation and commissioning of Microsoft power BI licenses

S.No	Page Number	Section	Sub-section	Clarification Required

REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION  
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**1.2. Instructions to Bidders**

- 1) Bidding documents may be viewed or purchased online by interested and eligible bidders from the website [www.mptenders.gov.in](http://www.mptenders.gov.in) on the above mentioned dates after online payment of Tender fee and applicable processing fee. Tender document may also be viewed from the website [www.mpedistrict.gov.in](http://www.mpedistrict.gov.in).
- 2) If a bidder is MSME/Udhyog Aadhar/SSI registered manufacturer of Madhya Pradesh, then they will be exempted from submitting EMD and Bid document fee. However tender processing fee is not exempted. If MSME/Udhyog Aadhar/SSI registered bidder wishes to avail above facility then they should be manufacturer for quoted item and follow necessary processes with e-procurement Portal [www.mptenders.gov.in](http://www.mptenders.gov.in) and if necessary, take help of helpline on e-Procurement Portal.
- 3) Exemption of Tender Document Fee & EMD is only for MSME/SSI Manufacturers of Madhya Pradesh. To claim the exemption, relevant valid documents, in support of MSME/SSI, are required to be uploaded by the bidder(s). Without relevant document bid may be rejected. MSME/SSI Manufacturer(s) from other States are not exempted from EMD, processing fee and Tender Document Fee. If other than MSME/SSI manufacturer of MP do not submit EMD and/or do not pay bid document fee, then such bids shall be rejected.
- 4) The bidders are advised to register themselves on the e-procurement portal ([www.mptenders.gov.in](http://www.mptenders.gov.in)) and obtain valid Class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000. The said website can be accessed for additional information about registration and use of Portal.
- 5) Bidders can submit its tender online at [www.mptenders.gov.in](http://www.mptenders.gov.in) on or before the key dates given above. Bidders are requested to submit their tender well before the deadline to avoid last minute traffic congestion.
- 6) All further notifications/amendments, if any shall only be posted on [www.mptenders.gov.in](http://www.mptenders.gov.in) website mentioned above.
- 7) Information is also provided on submission, opening, and evaluation of bids and on the award of contract. It is important that bidder carefully reads and examines the Tender document.
- 8) Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects.
- 9) Failure to furnish information required by the tender documents or submission of a proposal not substantially responsive to the tender documents will be at bidder's risk and may result in rejection of its proposal. The tender Document is not transferable to any other bidder.

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10) All correspondences relating to the bid between bidder and purchaser, shall be in English language only.

**2. Scope of work**

S.No	Description	Quantity	Delivery Period	Warranty
1	Microsoft Power BI Pro license (9 months subscription)	1	7 days	12 months
2	Microsoft Power BI Premium (P-1 8 Core) License (9 months subscription)	1		

- 1) The Scope of work for the above includes supply, installation and commissioning and successful working for the period of validity specified.
- 2) SAPS reserves the right to renew the licenses for a period of One (1) more year. In case the prices for Power BI (Both Premium and Pro licenses) are reduced by OEM then, the bidder is required to provide the licenses at the reduced rates to SAPS. All other term and conditions shall remain the same during the renewal period.

**3. Eligibility Criteria**

S.No	Particulars	Supporting document
1)	The Bidder should be registered as a company in India as per Companies Act 1956 and exists for at least 3 years with valid GST Tax registration certificate, PAN Number	Certificate of Incorporation GSTN Certificate PAN number
2)	In case of reseller, the bidder must have an annual average turnover of at least Rs.1 crores in last 3 financial years (FY 2018-2019, 2017-2018 & 2016-2017) and must have Positive Net worth as on 31st March 2019	CA Certified Balance sheet & P/L account along with CA Certificate
3)	Bidder must have successfully executed Supply & installation & commissioning of Similar Software licenses for any of Government Department /PSUs/ Public Institutions in last 3 Years:  a) At least One (1) similar nature of order for Rs.24 lakhs OR b) At least Two (2) similar nature of orders for Rs.15 lakhs Each  OR c) At least Three (3) similar nature of orders for Rs.12 lakhs Each	Work order & completion confirmation issued by client to be submitted.

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S.No	Particulars	Supporting document
4)	The Bidder should not have been blacklisted by any Central/State/PSU institutions during the last three years	A self-declaration by the Bidder on Company's letter head
5)	The bidder should be a valid Microsoft certified Partner who is authorized to sell the required license/product on its behalf	Manufacturer Authorization Form from OEM
6)	The Bidder/OEM should have service/support at Madhya Pradesh and be able to provide efficient and effective support.	Letter from bidder to this effect with full address of service centers
7)	The bidder must have paid the required tender fees and bid security amount specified in the tender	Supporting documents showing payment proofs.
8)	Tender document signed by the bidder in all the pages	Signed tender document

Note: Bidder to enclose the aforementioned documents and submit along with the annexures provided.

#### 4. Evaluation Methodology

##### 4.1. Tender Opening

- 1) Bid Opening shall take place through the e-Procurement Portal. Online Proposals submitted along with the EMD/ Bid Security and Tender Fee (Payable Online through the portal) shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
- 2) In case of EMD/ Bid Security is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.
- 3) A maximum of One (1) representatives would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, can attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by SAPS through [www.mptenders.gov.in](http://www.mptenders.gov.in)
- 4) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such requirements will be prima facie rejected.
- 5) To assist in the scrutiny, evaluation and comparison of offers, the SAPS may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by SAPS in the evaluation of the bids.

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#### 4.2. Tender Evaluation

- 1) SAPS will evaluate and compare the bids that have been determined to be substantially responsive.
- 2) Evaluation Committee shall review the Technical Proposal along with Eligibility Criteria. To assist in the evaluation and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.
- 3) The Financial Proposals of only those Bidders who have been qualified in the Technical Proposal along with Eligibility Criteria will be opened in the presence of their representatives, who may choose to attend on the specified date, time and address intimated by SAPS.
- 4) Failure of the successful bidder to agree with the Terms & Conditions of the tender / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event SAPS would reject the proposal and forfeit the EMD as specified in the document.
- 5) SAPS reserves right to visit (or conduct telephonic/electronic verification) bidder's customers where such a similar project execution has taken place
- 6) Bidders who qualify in the technical evaluation i.e. Eligibility criteria & Technical Compliance of products quoted as per required specification shall be considered for financial evaluation.

#### 4.3. Financial Bid Evaluation

The financial bids for technical qualified bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified. The bidder with lowest bid value may be declared as Lowest Bidder (L1). In the event of a tie between one or more bidders in L1 bid value, Executive Director SAPS's decision shall be final.

#### 4.4. Confidentiality

- Any attempt by a Bidder to influence SAPS in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

#### 5. Disqualification

The proposal is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- During validity of the proposal, or its extended period, if any, the Bidder increases its quoted prices.

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- The Bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- Proposal is received in incomplete form.
- Proposal is received after due date and time.
- Proposal is not accompanied by all the requisite documents.
- Information submitted in bid proposal 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.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional proposals/Bidders are withdrawn upon notice immediately.

### 6. Terms and Conditions governing the contract

#### 6.1. Performance Security

The project will carry a performance guarantee of 10% of contract value. All charges with respect to the PBG shall be borne by the bidder. The PBG shall remain valid 90 days beyond the validity period of the product. The Successful Bidder shall have to submit the PBG as per the format given as per Annexure 4. The PBG will be discharged / returned by SAPS 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. This guarantee may be invoked on violation of any of the condition (s) given below:

- If any of the software licenses supplied by the bidder, does not perform satisfactorily
- The observed output/deliverables of the project is not in accordance with the approved specification.

Performance security should be submitted within 15 days of receiving the work order. The Performance Security can be in the form of Bank Guarantee in favour of SAPS Bhopal. On submission of Performance Security, EMD amount submitted will be returned

**Note:** In case SAPS exercises its right of renewal of licenses, the vendor shall submit a fresh PBG for a period of 60 days beyond the new validity period.

#### 6.2. Warranty

The software/software licenses supplied under the Contract shall have no defect arising whatsoever and should provide support up to 90 days beyond the validity period of the product. Any updates & upgrades will be provided free of cost during Warranty period. Bidder will be solely responsible for getting Software Version up gradation required.

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### 6.3. Delivery Period

Delivery period should not exceed 7 days from the date of order under any circumstances.

### 6.4. Transfer/Sub-contracting

The bidder 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.

### 6.5. Penalty

In case of delay in execution of the order, SAPS may recover from the supplier/contractor onwards liquidated damages a sum @ ½% (half percent) of the price of any product not delivered for a week, or Part thereof subject to maximum of 5% (five percent).

### 6.6. Payment

100% against confirmation of activation of license and validity of license period issue of acceptance Certificate by SAPS

### 6.7. Service Support Requirement

- 1) Successful bidder will ensure the proper monitoring and ensure the timely response to call.
- 2) The service support will require strengthening to suit the department requirement.
- 3) The acceptance for doing so with no extra cost is to be submitted along with the bid.
- 4) Following are the limits of time for final closure of call.  
Call must be attended within 6 hours and closed within 1 working day at concerned department.  
The delay in rectification would attract penalty.
- 5) The delay in call attending / closure will be treated as poor quality of service support and may lead to disqualification of bidder from participation in future purchases.
- 6) The following penalty would be deducted for the delay in call rectification. 1000/- per day or part thereof for each issue remained unrectified more than the above-mentioned period.

## 7. Corrupt/ Fraudulent Practices

- **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution; In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- **“Fraudulent practice”** means a misrepresentation of facts in order to influence award of contract or a procurement process or an execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices

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at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

- The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.
- The successful Bidder shall indemnify, protect and save SAPS against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components and the services rendered under this Tender.

### **7.1. Force majeure**

The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of SAPS in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of SAPS in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **7.2. Right to terminate process**

SAPS, reserves the right to accept or reject any Tender offer, and to annul the Tendering process and reject all Tenders at any time prior to award of contract, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action. SAPS makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this TENDER does not constitute an offer by SAPS. The bidder’s participation in this process may result in SAPS selecting the bidder to engage in further discussions and negotiations.

### **7.3. Limitation of Liability**

The maximum aggregate liability of successful bidder shall not exceed the order value

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**Annexure 1 : Covering Letter**

**[Bidders are required to submit the covering letter as given here on their letter head]**

To,

Executive Director,  
State Agency for Public Services  
4<sup>th</sup> Floor, Madhya Pradesh Textbook Corporation  
Arera Hills, Madhya Pradesh  
Bhopal, Madhya Pradesh – 462011

SUB: Supply of Power BI License in respect to SAPS Quotation ref \_\_\_\_\_

Dear Sir,

Having examined the TENDER, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and maintain the licenses, as required and outlined in the TENDER. We attach hereto our responses to Technical requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to SAPS is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the TENDER document.

We hereby confirm that

- 1) We have deposited Earnest Money of Rs..... (Rs.....) online.
- 2) In case we are chosen as a Successful Bidder, we shall submit the PBG in the form prescribed in the TENDER.
- 3) We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- 4) We have sufficient qualified manpower and after sales support to execute the order efficiently in the specified time schedule.
- 5) The quoted rates shall be valid till the completion of the order but not less than 180 days.
- 6) We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy.

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- 7) We agree that you are not bound to accept any Tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products specified in the Tender response.
- 8) We hereby declare that our Company / Firm is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.
- 9) Following are the particulars of our organization

S.No	Description	Details (To be filled by the bidder)
1)	EMD details E payment/RTGS/NEFT No & Date Amount of EMD:	
2)	Name of the company	
3)	Official address	
4)	Phone No. and Fax No.	
5)	Corporate Headquarters Address	
6)	Phone No. and Fax No.	
7)	Web Site Address	
8)	Details of Company's Registration (Please enclose copy of the company registration document)	
9)	Name of Registration Authority	
10)	Registration Number and Year of Registration	
11)	GST registration No.	
12)	Permanent Account Number (PAN)	
13)	Yearly Turnover of the Last 3 years  2018-2019 2017-2018 2016-2017	
14)	Name & address of the Banker	
15)	List of Major Clients and the size of orders	

Note: Separate sheets may be attached wherever necessary

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

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**Annexure 2: Checklist for Technical Proposal**

(The technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet as part of the technical proposal)

S.No	Particulars	Document Submitted(Yes/No)	Documentary Proof(PDF detail)
1	General Information		
	E payment/RTGS/NEFT Receipt		
	Document Of Incorporation of Bidder		
	GST registration No.		
	Permanent Account Number (PAN)		
	Eligibility criteria documents		
2	The bidders must be a company or firm incorporated and registered in India	Certificate of Incorporation	
3	In case of reseller, the bidder must have an annual average turnover of at least Rs.1 crores in last 3 financial years (FY 2018-2019, 2017-2018 & 2016-2017) and Must have Positive Net worth of as on 31st March 2019	CA Certified Balance sheet & P/L account along with CA Certificate	
4	Bidder must have successfully executed Supply & installation & commissioning of Similar Software licenses for any of Government Department /PSUs/ Public Institutions in last 3 Years:  a) At least One (1) similar nature of order for Rs.24 lakhs OR b) At least Two (2) similar nature of orders for Rs.15 lakhs Each OR c) At least Three (3) similar nature of orders for Rs.12 lakhs Each	Work order & completion confirmation issued by client to be submitted.	
5	The Bidder should not have been blacklisted by any Central/State/PSU institutions during the last three years	A self-declaration by the Bidder on Company's letter head	
6	The bidder should be a valid Microsoft certified Partner who is authorized to sell the required license/product on its behalf	Authorization letter from OEM	

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**Annexure 3: Financial Quote**

**(Should be submitted online only in the financial bid envelop)**

In response to Tender No..... dated ..... for Request for proposal (RFP) for supply, installation and commissioning of microsoft power bi licenses, following are the rates quoted by us.

S.No	Item No	Quantity	Unit Price	Applicable Taxes	Total Price (Including taxes)
1	Microsoft Power BI Pro (9 months subscription)	1			
2	Microsoft Power BI Premium (P-1 8 Core) License (9 months subscription)	1			
	Total				

**Note :**

All prices must be in Indian Rupees (INR)

In case of discrepancy between unit price and total derived from multiplication of unit price and quantity, the unit price shall prevail)

- 1) Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
- 2) The Purchaser reserves the right at the time of contract finalization to increase by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
- 3) Delivery Schedule: The delivery should be completed as per above schedule but not exceeding 07 working days from Notification of Award.
- 4) Insurance: The supplier is responsible for all kinds of insurance until the goods are delivered and installed (if applicable) to the final destination and the Purchaser will not assume any responsibility until goods are delivered and installed.
- 5) Payment: 100% against receipt of goods and issue of Acceptance Certificate by SAPS for the respective delivery.
- 6) Warranty. Goods offered should be covered by a warranty for the entire duration plus three months.

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**Annexure 4 : Performance Bank Guarantee (PBG)**

To

Executive Director,  
State Agency for Public Services  
4th Floor, Madhya Pradesh Textbook Corporation  
Arera Hills, Madhya Pradesh  
Bhopal, Madhya Pradesh - 462011

**Sub:** Supply of Power BI License in respect to SAPS Quotation ref \_\_\_\_\_

Dear Sir,

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated ..... (Herein after, referred to as "Contract") with you (State Agency for Public Services (SAPS)) for Ref: \_\_\_\_\_. (Tender No: \_\_\_\_\_ )

- 1) We are aware of the fact that as per the terms of the contract, M/s. (**name of bidder**) is required to furnish an unconditional and irrevocable bank guarantee of amount 10% of (**Supply order value**) in favour of SAPS for an amount <<....>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.
- 2) In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:
- 3) In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount <<....>>), without any demur.
- 4) Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
- 5) We hereby expressly waive all our rights to pursue legal remedies against SAPS, Madhya Pradesh.

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- 6) We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
- 7) We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
- 8) Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.
- 9) If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.
- 10) This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.
- 11) Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<...>>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.
- 12) We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour
- 13) We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.
- 14) Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<...>>
- 15) The PBG shall be remain valid during the entire contract period (9 months) plus additional 3 Months (i.e. 12 months from start of contract period); and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before ...

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- 16) Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.
- 17) This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.
- 18) This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Bhopal (M.P) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... Day ..... 2020.

Yours faithfully,

For and on behalf of the .....Bank,  
(Signature)  
Designation  
(Address of the Bank)