

Reference No. QCI/F&A/0523/181

**Request for Proposal for
Rate Contract for Microsoft Dynamics 365 Business Central
Essentials and Team Members Licenses**



**Quality Council of India (QCI)
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002**

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Tender Notice

1. Quality Council of India (QCI) invites proposals for “Rate Contract for Microsoft Dynamics 365 Business Central Essentials and Team Members Licenses”
2. The content of this Request for Proposal (RFP) enlists the requirements of the QCI. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the terms and bidding process and explain the contractual terms that the QCI wishes to specify at this stage.
3. The criteria and process of evaluating the responses to this RFP and subsequent selection of the bidder(s) will be as mentioned in this RFP. Any modification or changes to the terms and conditions mentioned in this RFP will be entirely at the discretion of QCI.
4. No contractual obligation shall arise from this RFP process unless and until a formal contract is signed and executed by a duly authorised official(s) of QCI with the bidder for defined activities. QCI reserves the right to select more than one bidder.
5. Interested bidders are advised to study this RFP document carefully before submitting their proposals in response to the tender notice.
6. The Technical Bids and Financial Bids may be submitted at the following address on or before May 23, 2023 by 1700 Hrs. via post/courier/hand to the address below:

Deputy Director (Accounts & Administration), Quality Council of India (QCI)
Institution of Engineers Building, 2nd Floor, 2, Bahadur Shah Zafar Marg, New Delhi-110002

Tender Summary

S. No.	Particulars	Details
1.	Addressee and address at which the bid is to be submitted	Deputy Director (Accounts & Finance), Quality Council of India, Institution of Engineers Building, 2nd Floor, 2, Bahadur Shah Zafar Marg, New Delhi-110002
2.	Last date and time for submission of Applications	May 23, 2023 by 5 PM
3.	Contract Duration	3 Months from the date of award of the work
4.	Validity of Licenses	3 months from the date of award of the work
5.	Validity of the Proposal	90 Days
6.	Tender Processing Fee	N/A
7.	Contact Person for clarification	Procurement Team: procurement@qcin.org
8.	Payment	Advance payment shall be made for the number of licenses purchased

2. INTRODUCTION

Quality Council of India

QCI is a pioneering experiment of the Government of India in setting up organizations in partnership with the Indian industry. The mandate of QCI is to lead a nationwide quality movement in India by involving all stakeholders for emphasis on adherence to quality standards in all spheres of activities primarily for promoting and protecting the interests of the nation and its citizens. To achieve this, QCI is playing a pivotal role in propagating, adopting, and adhering to quality standards in all important spheres of activities including education, healthcare, environment protection, governance, social sectors, infrastructure sector, and such other areas of organized activities that have a significant bearing in improving the quality of life and well-being of the citizens of India.

3. SCOPE OF WORK & TIMELINES

The purpose of this RFP is to invite bids from vendors for Rate Contract for Microsoft Dynamics 365 Business Central Essentials and Team Members Licenses for Microsoft Business Central ERP

Requirement:

S. No.	Type of License	Quantity Required
1	Microsoft Dynamics 365 Business Central Essentials	45
2	Microsoft Dynamics 365 Business Central Team Members	5

Delivery Timelines: Within 03 days of Confirmation

Duration of Rate Contract: The rate contract shall be applicable for three (03) months.

4. PRE-QUALIFICATION CRITERIA

Interested Bidders are expected to meet the following pre-qualification criteria. In case the Bidders fail to either meet all these criteria or do not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

S. No.	Requirement	Supporting Documents
I.	Technical Capacity	
a.	The applicant should be one of the following for at least 3 (three) years preceding the bid's submission date.	
	i. a company registered in India under the Companies Act 2013 or any other previous Companies Act or,	Certificate of Registration / Incorporation under the respective Acts in India and the respective Memorandum of Association
	ii. a Limited Liability Partnership registered under the LLP Act, 2008 or,	Certificate of Incorporation of LLP
	iii. a registered Partnership under the Indian Partnership Act, 1932	Partnership Deed
b.	The Bidder should have executed project for supply and installation / commissioning of Dynamics 365 Business Central Licenses or similar ERP Licenses to Central or State or UT government	Copy of Completion certificate/ work order issued by respective Buyer Organization for each of the mentioned assignments should be submitted.

	departments/ PSUs/ Autonomous Bodies during preceding 3 financial years (i.e. current year and three previous financial years) as on due date of submission of proposal, as per following criteria:	
	i. Single order of at least 80% of estimated bid value; or	
	ii. Two orders of at least 50% each of estimated bid value; or	
	iii. Three orders of at least 40% each of estimated bid value.	
c.	The Bidder should be the Microsoft Certified Partner	Copy of Authorization Certificate/ Partner Confirmation Letter
d.	The applicant should not be involved in any sub judice matters against them, that may have an impact of affecting or compromising the delivery of services as required under this contract and should furnish an undertaking to the effect that the firm has not been blacklisted/debarred on working with any Government organization/PSU/statutory or autonomous organizations in India.	Non-Blacklisting Undertaking (Annexure-B)
II.	Financial Capacity	
a.	The applicant shall have an average annual turnover of ₹ 30 (thirty) Lakhs per annum for the last three financial years viz. FY 2020-21, FY 2021-22, and FY 2022-23	Turnover Certificate(s) issued by CA or Signed Annual Financial Statements stating total revenue during each of the 3 (three) financial years.

5. METHOD OF SELECTION

Overall Evaluation of the bids will be done in two stages, namely Pre-qualification and Financial Evaluation.

6. GENERAL TERMS AND CONDITIONS

6.1 Quantity: QCI reserves the right to increase or decrease the quantity to be ordered upto 25 percent of quantity mentioned in RFP at the time of placement of contract. Bidders are bound to accept the orders accordingly.

6.2 Duration of Rate Contract: The contract would be valid till three (03) months from date of award of work. The QCI reserves the right to place order for additional licenses within the aforementioned period from the selected bidder at the unit price quoted during the validity of the contract.

6.3 Subcontracting: There must not be any further subcontracting without prior written consent of QCI.

6.4 Payment Milestones: Advance Payment shall be made for the number of licenses purchased.

6.5 Force Majeure: Neither party shall be held responsible for non-fulfilment of their respective obligations due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties may then mutually decide about the future course of action.

Force Majeure shall not include:

6.5.1 Any event which is caused by the negligence or intentional action of a Party or by or of such party's agents or employees, nor any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

6.5.2 Insufficiency of funds or human resources or inability to make any payment required for the execution of services under this contract.

6.6 Governing Law and Jurisdiction: All disputes which cannot be settled amicably shall be referred to the applicable courts in India, and the parties consent to the jurisdiction of the courts there. The contract is governed by and interpreted in accordance with the laws in India.

6.7 Amendment to RFP: At any time before the last date for receipt of proposals, QCI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment. To provide prospective bidders with reasonable time to take the amendment into account in preparing their proposals, QCI may, at its discretion, extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the RFP. The bidder must visit the QCI website's Tenders Section for any changes or amendments in the RFP before submitting their proposals.

6.8 Confidentiality: The bidder(s) must not divulge any confidential information and assure that reasonable steps are taken to provide for the safe custody of any confidential information in its possession and to prevent unauthorised access thereto or use thereof. The shortlisted bidder(s) must not, without the prior written consent of QCI, disclose any confidential information of QCI or any government department or relating to any ministry or any other party. In giving written consent to the disclosure of confidential information, QCI may impose such conditions as it thinks fit, and the applicant must comply with these conditions. The confidentiality clause shall survive for a more extended period of one year after the termination of the contract or contract expiry period. The selected applicant(s) must sign a mutually agreed Non-Disclosure Agreement (NDA) with QCI.

6.9 During the evaluation, QCI may, at its discretion, ask the respondents for clarifications on their proposals. Applicants are required to respond within the time frame prescribed by QCI.

6.10 Bid Validity: The proposals submitted by the applicants shall remain valid for three months after the last date (deadline) for submission of proposals prescribed in this document.

6.11 QCI reserves the right to
i. reject any / all proposals without assigning any reasons thereof,

- ii. relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of QCI and the objectives of the project without assigning any reasons thereof and
- iii. include any other item(s) in the scope of work at any time after consultation.

6.12 QCI may, at its sole discretion and at any time during the evaluation of the proposal, disqualify any respondent if the bidder:

- i. Submitted the proposal after the response deadline
- ii. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements
- iii. Submitted a proposal that is not accompanied by required documentation or is nonresponsive, failed to provide clarifications related thereto, when sought
- iv. Submitted more than one proposal
- v. Submitted a proposal which is not adequately sealed and signed as per requirement.
- vi. Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

6.13 Ethics: QCI expect shortlisted bidder(s) to show highest ethical standards during the course of the assignment. If any complaints/information regarding any incident of malpractices (bribery, seeking monetary or non-monetary favor/gifts) is brought to the notice, the shortlisted bidder(s) shall take the necessary action (to the extent of expulsion/removal) as per its organization rules and laws applicable at that time. QCI is absolved of any liability/claim arising out of any such above situations.

6.14 No part of this document including the Annexure can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of QCI, except to the extent required for submitting the bid and no more. The information contained in this document is only disclosed for the purposes of enabling potential Vendors to submit a proposal to QCI. This document should not therefore be used for any other purpose. This document contains proprietary information furnished for evaluation purposes only; except with the written permission of the QCI, such information may not be published, disclosed, or used for any other purpose. The bidding firms acknowledge and agree that this document and all portions thereof, including, but not limited to, any copyright, trade secret and other intellectual property rights relating thereto, are and at all times shall remain the sole property of QCI. The title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with QCI. Vendors must agree to take utmost care in protecting the proprietary and confidential nature of the information contained herein.

7. SUBMISSION OF PROPOSAL

7.1. Technical Bid/ Proposal: The technical bid/proposal must include the following:

7.1.1. Form-A, B, C, D

7.1.2. All the supporting documents for the pre-qualification criteria (Section-4 of this RFP)

7.2. Financial Proposal:

In preparing the Financial Proposal, bidding firms are expected to take into account the requirements and conditions outlined in the RFP document. The quoted price by the bidder should be inclusive of all expenses. The same should be clearly mentioned exclusive of tax. The

Financial Proposal should be valid for at least **90 days** from the last date of submission of proposals.

S. No.	Type of License	Unit Price in INR (exclusive of taxes)	Quantity Required	Total Cost in INR (exclusive of taxes)
1	Microsoft Dynamics 365 Business Central Essentials- 3 Months		45	
2	Microsoft Dynamics 365 Business Central Team Members- 3 Months		5	

7.3. Submission Guidelines:

- 7.3.1. Bids/Proposals not conforming to the prescribed format and not containing all the relevant documents /information would be summarily rejected.
- 7.3.2. The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the agency itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals. All the pages of the proposal/ bid document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 7.3.3. All pages of the bid including the duplicate copies, shall be signed and stamped by the authorised signatory.
- 7.3.4. Please Note that Prices must not be indicated in the Technical Bid.**
- 7.3.5. The Technical Proposal which includes the supporting documents pertaining to pre-qualification criteria shall be placed in a sealed envelope clearly marked 'Technical Proposal' for "Request for Proposal for Rate Contract for Microsoft Dynamics 365 Business Central Essentials and Team Members Licenses". Further, the Financial Proposal shall be placed in a sealed envelope clearly marked 'Financial Proposal' for "Request for Proposal for Rate Contract for Microsoft Dynamics 365 Business Central Essentials and Team Members Licenses".

Interested parties may submit the technical and financial Proposal in two separately sealed envelopes inside a larger sealed envelope super-scribing "Proposal for Rate Contract for Microsoft Dynamics 365 Business Central Essentials and Team Members Licenses" to Deputy Director (Accounts & Finance), Quality Council of India, Indian Council for Child Welfare, Engineers Bhawan, 2 Bahadur Shah Zafar Marg, New Delhi 110002 latest by May 23, 2023, 1700 Hrs. (By post or by hand)

A copy of **only technical proposal**, in the PDF format, may be submitted to procurement@qcin.org on or before May 22, 2023 by 1300 Hrs.

Note: In case of any discrepancy in the submitted technical proposals (PDF version and Hard Copy), the documents submitted in the hard-copy shall prevail.

For further queries, you may please contact the below-mentioned:

For any other queries: Procurement Team

Email id: procurement@qcin.org

Form A: Application Letter

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To,

Deputy Director (Finance & Accounts),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Submission of proposal in response to the RFP for “ _____ ”

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP dated <dd/mm/yy> for _____
2. We undertake, if our proposal is accepted, to assign a team dedicated to this project.
3. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We undertake, if our proposal is accepted, to adhere to the scope of engagement or such modified plan as may subsequently be mutually agreed between us and QCI or its appointed representatives.
5. We agree to unconditionally accept all the terms and conditions set out in the RFP document and also agree to abide by this proposal response for a maximum period of THREE MONTHS from the date fixed for proposal opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this proposal response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and QCI.
6. We affirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to through this proposal is true, accurate, and complete.
7. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the QCI as to any material fact. We agree that QCI is not bound to accept the lowest or any Proposal response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Proposal response without assigning any reason whatsoever.

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

Dated this Day of 2023

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

Form B: Relevant Project Experience

S. No.	Name of the Project/ Engagement	Client name	Duration (Period)	Value

Form C: Details of responding organization

S. No.	Particulars	Details to be furnished	
1.	Details of responding Company		
	Name		
	Address		
	Telephone	Fax	
	E-mail	-	Website
2.	Information about responding Company		
	Status of Company (<i>Public Ltd. / Pvt. Ltd etc.</i>)		
	Details of Registration (<i>Ref e.g. ROC Ref #</i>)	Date	
		Ref #	
	Details of Service Tax Registration	Date	
		Ref #	
2.	Current Year Turnover (Rs. Crores) from Structural Consultancy Services in India;		
3.	Company Profile (Operations in India)		
3.1	Average turnover from Indian Operations from Structural Consultancy services in last three years	(Turnover in Rs Crores)	
3.2	Full-time professional staff engaged in related IT services	(Number of Staff)	
3.3	Extent of operations in India (national spread) i.e. number of offices in India (client specific / project specific offices should not be considered)	(Number of Offices in different cities/towns and their address)	

Form D: Format for Non-Blacklisting Undertaking

(To be submitted on the Letterhead of the responding firm)

To,
Deputy Director (Finance & Accounts),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Non-Blacklisting declaration in connection with RFP Ref. No. _____ dated ____ for _____

Dear Sir,

This is to notify you that our Firm/Company/Organisation _____ intends to submit proposal in response to invitation for Tender Ref. No. _____ for <>. In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this agreement
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Dated this Day of 2023

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor