RFP for Selection of System Integrator for Implementation of Enterprise Resource Planning System For Surat Municipal Corporation



Surat Municipal Corporation



# Invited By <u>Surat Smart City Development Limited</u>

1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

RFP No.: SSCDL-ERP-RFP-02-2020

Last date (deadline) for Online Price Bid Submission: 09/12/2020 Last date (deadline) for Technical Bid Submission: 14/12/2020

# DISCLAIMER

This RFP is being issued by the Surat Smart City Development Limited (hereunder called "Authority"/"SSCDL") for inviting tenders to shortlist qualified system integrator with proven track record of ERP implementation and post implementation support.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability Financial or otherwise under any law, statute, rules, or regulations or otherwise as to the accuracy, reliability, or completeness of the RFP document.

The parties to whom this invitation is extended are not mandated under any agreement, made here, to bid. Responding to this invitation will be their sole commercial decision. Such decision will entail risks, responsibilities and rewards as described in this RFP. It is deemed that a party /institution choosing to respond by way of a bid, in general, is accepting them.

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

The Authority reserves the right not to proceed with the selection process at any stage or to change the process or procedure to be applied in a fair and transparent manner. It also reserves the right to decline to discuss the process further with any party submitting a proposal/Bid. No reimbursement of cost of any type shall be paid to persons, entities submitting a bid/proposal.

SSCDL shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. SSCDL reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidders would be selected based on the criteria mentioned in this RFP. Only the Price Proposal of Qualified Bidders as per RFP terms would be opened. The date of opening of Price Proposal will be communicated to qualified bidders later.

# NOTICE INVITING REQUEST FOR PROPOSAL

Surat Smart City Development Limited (SSCDL)         1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.         Notice Inviting RFP for Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation [RFP No.: SSCDL-ERP-RFP-02-2020]         This RFP Document is being published by Surat Smart City Development Ltd (SSCDL) for Implementation and post implementation support of Enterprise Resource Planning which is an initiative for serving its citizens in more transparent and efficient manner with optimum utilization of its resources. SSCDL hereby invites Proposals for selection of the system integrator.         Bid Fee (Non-refundable)       • Rs. 20,160/- by Demand Draft or Banker's Cheque         EMD       • EMD of Rs. 50,00,000 (Rupees Fifty lakhs only) whereby 50% amount shall be in the form of Demand Draft / Banker's Cheque in favour of "Surat Smart City Development Ltd. with validity of 180 days from the date of Bid opening.         Last date to submit the Pre Bid       • By email to it@suratsmartCity.com       on or before 27.11.2020, 16:00 hrs.         Online Price Bid End Date       • To be submitted online only on https://smc.nprocure.com on or before 09.12.2020 up to 18:00 hrs.       Surat Smart City Development Surat Surat Surat Surat City Development Action Accounts, Surat Municipal Corporation, Muglisara, Surat – 395003         RFP Document Availability       • In sealed envelope strictly by RPAD/Postal Speed Post on or before 14.12.2020 up to 18:00 hrs.         Technical Bid Submission (in Hard Copy) along with EMD & Bid fee       In thesel/corporation				
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CEO			CEO	

CEO Surat Smart City Development Ltd

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# DEFINITIONS

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

- 1. **"SSCDL" or "Authority"** means the Surat Smart City Development Limited and shall include its authorized successors and assigns at all times.
- 2. **"SMC"** means Surat Municipal Corporation.
- 3. **"Bid/Proposal"** means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Proposal and Price Proposal along with all other documents forming part and in support thereof as specified in this RFP.
- 4. **"Bidder"** means System Integrator along with its consortium partner (if any) responding to the RFP.
- 5. "Earnest Money Deposit (EMD)" means Security furnished by the Bidder.
- 6. **"Bid Process**" means the process of selection of the Successful Bidder through competitive bidding and includes submission of Proposals, scrutiny and evaluation of such Bids as set forth in the RFP.
- 7. "Consortium" shall mean the group of legally constituted entities, who have come together to participate in captioned project and have agreed to terms and Conditions of Consortium Agreement as specified in this RFP for design, development, integration, implementation, operation, maintenance, and management of Implementation and post implementation support of Enterprise Resource Planning, subject to the terms of this RFP.
- 8. "Completion Certificate/GO Live Certificate" means the certificate issued by the Authority upon successful installation and demonstration of all functionalities as specified in RFP.
- 9. "Deadline for Submission of Bids/ Proposal" or "Proposal Due Date/Bid Due Date" shall mean the last date and time for receipt of Bids as set forth in 'Invitation for Proposal' of this RFP or such other date / time as may be decided by SSCDL in its sole discretion and notified by dissemination of requisite information.
- 10. **"Implementation and post implementation support of Enterprise Resource Planning" or "Project"** refers to the design, development, integration, implementation, operation, maintenance, and management of Implementation and post implementation support of Enterprise Resource Planning and peripheral systems as per the scope defined in the RFP.

- 11. "Agreement" means the legal agreement including, without limitation, any and all Appendix thereto, which will be entered into between SSCDL and the Successful Bidder for design, development, integration, implementation, operation, maintenance, and management of Implementation and post implementation support of Enterprise Resource Planning. The terms of this RFP, along with any subsequent amendments at any stage, shall become part of this Agreement.
- 12. "**Selected Bidder**" shall mean the Bidder who has emerged as preferred bidder in terms of this RFP and has been issued the Work Order/Letter of Acceptance (LoA) by SSCDL and awarded the work under this RFP.
- 13. "Lead Member" means the consortium member company nominated by all member companies in case of a Consortium participating in and submitting the Bid who shall be responsible for execution of the project and to furnish the Earnest Money Deposit and the Performance Guarantee/ Security Deposit in case of award of the Contract Agreement.
- 14. **"Letter of Acceptance" or "LOA**" means the letter issued by SSCDL to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions (T&C) set forth in the RFP and any subsequent amendments thereof.
- 15. **"COTS"** means commercially available off-the-shelf software readily deployable with or without configuration, does not involve developing the application from scratch and having multiple implementation agencies.
- 16. **"Performance Guarantee" or "Security Deposit"** shall mean the Bank Guarantee furnished by a successful Bidder for punctual and due performance of its duties as per terms and conditions of this RFP.
- 17. **"RFP" or "Tender"** shall mean this RFP document which comprises of the following sections: Disclaimer, Scope of Work, Instructions to Bidders, Proposal Evaluation, Draft License Agreement, Service Level Agreement, Forms of Bid which include any applicable Appendix thereto.
- 18. **Technical Proposal Evaluation Criteria** shall have a meaning specified in clause 6.2 of this RFP.
- 19. **Key Personnel** means the members assigned to this project who will implement the project and form the core team. Certain experienced, professional members who are essential for successful accomplishment of the work to be performed under this contract. The resumes of these personnel will be submitted for evaluation of the proposal and such personnel shall not be removed from the contract work or replaced without compliance.
- 20. **Transactional Users** for pre-qualification and technical evaluation in section 6 are defined as an individual authorized to use the applicable licensed application programs which are installed on a single server or on multiple servers to perform roles related to operations,

system administration/management supported by the licensed Software. It does not include ESS/MSS users.

- 21. **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 the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI 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 the Purchaser, 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/work order 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 the Purchaser in relation to any matter concerning the Project;
- 22. **Fraudulent practice** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process or process after the issue of the LOA/work order or after the execution of the Agreement, as the case may be.
- 23. **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 Processor process after the issue of the LOA/work order or after the execution of the Agreement, as the case may be.
- 24. **Undesirable practice** means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or process after the issue of the LOA/work order or after the execution of the Agreement, as the case may be; or (ii) having a Conflict of Interest.
- 25. **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.

Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this section.

# A. INTRODUCTION AND BACKGROUND

# 1. INTRODUCTION

Surat Municipal Corporation (SMC) has an objective to turn into more efficient and less paperbased organization within three years with minimum 85% operations, both citizen-centric as well as inter or intra-departmental operations, being digitized. At the same time, there is a need of organization being able to generate actionable insights from the data already captured or will be captured post digitization with a single aim of serving its citizens in a more transparent and efficient manner with optimum utilization of its resources.

To achieve this and beyond SMC want to implement an Integrated Municipal Operations System or Enterprise Resource Planning (ERP) software. Implementing such a system will also give SMC following benefits:

- Provide an enterprise view of the City's operations with Improved performance and reporting
- Provide data consistency and the ability to access information across SMC from a single data source
- A single point of entry for data by eliminating redundant data entry activities while increasing the quality of data, allowing improved decision-making across departments
- Provide consistent processes across departments with best practices gained from integration of various departments.
- Provide a reliable, sustainable, and well supported system

In order to provide the best of services to the employees and citizens, SMC wants to attract the best of talent from leading organizations who have rich experience in running similar initiatives. The implementation plans hence would be tendered and the party which meets all relevant requirements with the highest score would be awarded the contract. It would be SMC's discretion to award the contract to the selected bidder. The overall solution will be implemented as per the timeline defined in this RFP, followed by application maintenance support (AMS) accounting to total project duration of four years post completion of Hypercare Support.

The project being awarded to the deserving party would be on a design-build-maintaintransfer model for a period of four years post Hypercare. SMC reserves the right to extend the operation period beyond contract period on mutual agreement with the SI. The parties who respond to the tender are expected to (but not limited to) manage the entire program end-toend including Implementation and customization of COTS product(s), develop custom module as required, maintenance and support following ITIL practices, setup and follow IT service delivery processes.

# **1.1 ABOUT SURAT**

Located in western part of India in the state of Gujarat, Surat is referred as the silk city and the diamond city. It has the most vibrant present and an equally varied heritage of the past. Surat is also known as economic capital of Gujarat and is having one of the highest growth rates amongst Asian cities. As per the Census 2011, it is the eighth largest city in the country with population of 4.48 million. On the scale of population growth, Surat is the fastest growing city in

Asia and holds 4<sup>th</sup>rank in the world. On the economic front, Surat holds topmost position with highest per house-hold income in the country. Surat City has consistently maintained high GDP growth rate of 12 to 13% and high per capita income.

The economic base of Surat consists of large chemical and petrochemical and natural gas-based industries at Hazira established by leading industry houses such as ONGC, Reliance, ESSAR, and Shell. Surat is the biggest center of MMF (man-made fiber) in India. The overall annual turnover is around 5 billion rupees (approximately USD 82 million). There are over 800 cloth wholesalers in Surat. Surat produces 9 million meters of fabric annually, which accounts for 60% of the total polyester cloth production in India. Textile and apparel industries offer major employment in this region. Surat region is a hub of diamond cutting and polishing industries. The city accounts for 90% of world and 99.9% of India's total rough diamond cutting and polishing. It also accounts for 90% of India's total diamond export.

Surat has practically zero percent unemployment rate and jobs are easier to get here due to very fast development of various industries in and around Surat City. Surat continues to be a favorite place for job seekers as people from all around the country flock in for business and jobs

Surat has also been selected as one of twenty Indian cities (in the first round of selection) to be developed as a smart city under Smart Cities Mission.

# **1.2 ABOUT SURAT MUNICIPAL CORPORATION**

Surat Municipal Corporation is a local self-government, which has come into being under the Bombay Provincial Municipal Act, 1949. It carries out all the obligatory functions and discretionary functions entrusted by the BPMC Act, 1949. It became one of the first municipalities of India in 1852 AD, and a municipal corporation in 1966.

To make Surat a dynamic, vibrant, beautiful, self-reliant and sustainable city with all basic amenities, to provide a better quality of life and Surat Municipal Corporation perceives its role as the principal Facilitator through Industrial growth, Trade and commerce, Health Services, Higher Education and Research, Cultural Activities, Sports and Games, Recreation and Entertainment and Active People's Participation and Provider through Potable Water Supply, Underground Sewage system in the whole city, All weather roads, efficient and sustainable Solid Waste Management, Health coverage to all, focused more on the poor, Primary Education to the needy & Library facility to all, Upgrade of the amenities in the existing slums and alternative accommodation, Clean, green and pollution free environment, Places of healthy entertainment and recreation, fire services and efficient Urban Planning and Development to provide a better quality of life.

The administration of SMC with the help of the people and elected members of the city has transformed Surat to one of the cleanest cities of India. SMC has taken all necessary steps to make the city a better place to live with all amenities. SMC has taken up many path breaking initiatives and these efforts have been acknowledged at national and international level.

SMC's commitment to achieve its mission and carry out the above listed functions successfully can be summarized as below:

- Dedication to achieve excellence in providing civic amenities
- Responsive, Modern, Simple, Accountable and Transparent Administration

Surat Municipal Corporation (referred to as SMC henceforth) has harnessed the power of IT before it became ubiquitous and a necessity for organization of its size. SMC is one of the very few local self-governments to adopt computerization in its early phase and initiated its use for better governance.

Over the years, SMC has adopted several initiatives in e-governance. Following are the achievements of SMC in the area of e-Governance:

- 18 functional Civic Centers offering vide range of citizen centric services
- Virtual Civic Center offering host of services through SMC's portal
- Commissioning of information Kiosk for the self-help of the citizens
- Implementation of m-Governance vaccination alerts to parents on their mobile
- Adoption of e-Tendering Process
- Comprehensive portal with detailed information of departments and online payment facility
- Comprehensive IT application portfolio of over 45 applications. Crucial operations are fully computerized.
- SMC owned Mobile Application which offers information and service on the go.

More Information regarding SMC and the services provided by SMC can be found on SMC's website at www.suratmunicipal.org.

# **1.3 ABOUT SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL)**

As per the Government of India's guidelines, Surat Municipal Corporation has formed a separate Special Purpose Vehicle (SPV) as Surat Smart City Development Ltd. (SSCDL) for the implementation of projects under the smart city mission for the city of Surat. This SPV shall carry end to end responsibility for vendor selection, implementation, and operationalization of various smart city projects.

# 1.4 AS-IS SITUATION

Surat Municipal Corporation being an early adopter of digitization amongst all municipal corporations as early as 1979 have been managing its IT applications efficiently. Most of the services of Surat Municipal Corporation are digitized and there are different applications serving different functions of the departments. The applications are developed and managed by Information System Department (ISD) with a manpower-based team.

**Citizen Tax Payment & Billing:** Citizens can make payment of the taxes, check balances, and check the status of the transaction using email id/ transaction id/ reference no. The following taxes/charges are paid: Property Tax, Professional Tax, Water Meter Charges, Birth & Death

certificate, hall booking payments, etc. This can be done through website, mobile app as well as City Civic Centers.

**Citizen Services & Relationship:** There are certain services that can be requested online namely New Registration for Shop & Establishment license, Hall Booking based on availability, Party Plot booking, apply for new water & drainage connection followed by submission of documents physically at SMC offices amongst others. Once document submitted, status can be checked online. Citizens can give feedback or register complaints with status tracking. There are also e-library services which include new membership registration/ renewal, books catalogue search, book reservation, reissuance of the book.

**Backend applications:** There are more than 60 applications in production use for different functions like Accounts, Central Establishment (HR), Payroll, Budget and budgetary control, Material Management system (Stores), Water meter billing, Property Tax assessment, Project Monitoring system, file tracking, Audit Inward outward and object register, GIS application etc. Most newly built applications are made in ASP.NET using MVC architecture, the older ones were made in VB and VB.NET

But as an early adopter, the associated challenges are also faced.

- The applications were developed from scratch to suit the exact requirements of different SMC departments, but overall organization view was not so relevant then. Thus, resulting in multiple fragmented systems
- The benchmarks or best practices were defined only at department/ organization level and no reference from across the globe were available at time of implementation.
- Advantages from a single integrated system are not being fully utilized with lack of enterprise wide view for top management helping in decision making processes.
- The risk associated with obsolete technology across few mission critical functions, amplified with non-Unicode data support in few applications.
- Multiplicity of initiatives and duplication of efforts

Thus, an integrated system for municipal operations is envisaged which will tackle any shortcomings and also utilize the existing assets. The main advocate to go for an ERP implementation rather than investing in upgrading existing systems, integrating with each other, providing paperless interface support, embedding workflow approval mechanism is that these features can be achieved out of the box from leading COTS solution, who have over the time and with experience in implementing such solutions at several other ULBs/ Public Sector or Government bodies have already refined the processes and technology and SMC can take benefit of the same rather than ending up rewriting the same applications that exist without change in the way of functioning.

# 2. SCOPE OF WORK

The proposed ERP implementation and post-implementation support at SMC aims to best utilize latest technology for SMC operations and envisages to take the computerization of the corporation to the next level. It is envisaged to undertake Enterprise Wide Resource Planning approach, enabling SMC to use various data in most optimal way and provide services to citizens in efficient and effective manner.

The Scope of Work will broadly cover the following:

- Planning and Implementation/customization of ERP applications/products/solutions
- Integration of applications/software implemented by SMC for various services on the new ERP platform
- Migration of all data from some of the existing applications (that are being envisaged to be discontinued) to ERP
- Operations and maintenance of the proposed solution for 4 years post Hypercare along with deployment of manpower as necessary
- Deployment and supervision of personnel required for the successful completion of the project
- SITC and maintenance of optimally sized IT infrastructure (Servers, Storage and other DC and Cloud based DR Components for the ERP Solution)
- Capacity building and training

# 2.1 TO-BE SCENARIO ENVISAGED FOR SMC

To be benefitted from the efficiencies of different departments and to have consistent processes throughout the organization, there is a need to go for an integrated system used across the organization. Also, with a vision to move towards less paper function, reduce dependency on file movement and benefit from globally accepted business processes SMC is going for an ERP implementation. ERP will be a critical component of the e-Governance initiative at SMC and shall support various initiatives taken by the Government of India like Digital India, Smart Cities, Open Data, etc. (e.g., online filing, payments, Aadhar enablement etc.).The solution proposed should have capabilities to integrate with such initiatives for which necessary details and APIs will be provided for integration.

Below is the To-Be component architecture for SMC. The applications under ERP system integrator (SI) scope are broadly divided into two categories:

- 1. ERP Off-The-Shelf Core Modules
- 2. E-office applications using DMS and BPM

These will be implemented based on best IT processes and supported by productivity tools and integration engine. The high-level scope is marked by "Scope of ERP SI" in the overall component architecture (figure 1). The scope of the system integrator will include Project Preparation, Business blueprint, Realisation, Final Preparation, Go-Live and Hypercare Support, Release Management, L2 & L3 support post implementation.

Proposed COTS software solution shall be available with complete transparency including operation manuals, help documents and source code for customization.



Figure 1- Overall Component Architecture

SSCDL expects to seek proposals from Bidders in relation to the optimal timeline and phasing of these programme milestones.

# 2.1.1 ERP Off-The-shelf core modules

These will become the backbone of organization processes. ERP will aid the flow of internal business processes and allow for communication between departments, its internal functions, and data (cross module & sub-module connectivity). Also, it will give the flexibility to communicate with the outer world/other systems for information and action purpose. ERP will enable all business functions to have end to end tracking and visibility of any Business Process or Business Cycle. Proposed COTS ERP should support localization features for India taxes and payroll and provide the legal changes for any statutory requirements as a support package from time to time. The system should be completely scalable and support large enterprise implementation. Proposed COTS software solution shall also be available with complete transparency including operation manuals, help documents and source code for customization. The following core modules will be in the current scope of the System Integrator:

### a) Financial Management, Asset accounting, Grants & Investments

The entire Finance & accounts processes need to be mapped with functionality to manage budgets, procurements, receipts, payments, asset accounting, project accounting, employee payments, Taxation& external reporting along with Grant management, fund management and loans management. Completely integrated & unified finance system should work as a single source of truth for all the financial data & reporting.

#### b) Human Resource, Payroll & Employee self-service

The entire hire to retire process needs to be mapped in a single module starting from organization management, personnel management, recruitment & onboarding, performance goals and training, Payroll and compensation management for employees and pensioners along with employees being able to access own records, view service book online, view payroll details and raise requests for name change, NOC, address change, leaves with necessary workflow approvals. This to include provision for Audit checks of service books/ payroll generation. The total number of employees at SMC are as under:

Total Permanent Employees	21691
Class – 1	193
Class – 2	806
Class – 3	6304
Class – 4	14388
Pensioner	8966

#### c) Procurement, Material Management & Vendor Management

Supply Chain Collaboration is very important, and it is expected that usage of ERP will make it visible across all the levels. Starting from managing demand, material requirement planning, procurement process, inventory management and vendor management. The advantage of which would be that any material utilized can be backtracked to its origin point of demand raising (department wise/ material wise/ quantity wise), as all the processes will be captured in single ERP System. This would include quality management in procurement, inspection by audit department and capturing the results against master inspection characteristics.

The functional requirements of each module and sub-modules are covered in section 2.2.

#### 2.1.2 Workflow/ BPM based E-office applications using DMS

Business Process Management/ Workflow based E-office automates and transforms a wide range of administrative processes. It transforms day-to-day government operations like managing end-to-end correspondences, handling queries/RTI, building consolidated knowledge repository, from scheduling meetings to facilitating audits. Government workflows exhibit some unique characteristics; they require high collaboration, adherence to SOPs and routing of documents for approvals. To realize such needs, choosing BPM based E-office should provide Adaptive workflows, Seamless integration with document management system, Real-time monitoring and file tracking. Concurrent users are estimated to be 500 which are distributed across sub-modules with total number of users 1500.

#### a) Integrated Audit Management

Functionalities of objection register, inward-outward file tracking and SPOT teamwork assignment and reporting will be required from the integrated audit management. The SPOT team will need mobile interface.

#### b) Court Case Management

The module to have robust task management system wherein Department Heads can route cases and work assigned with a case depending on skillset, knowledge expertise, bandwidth and team collaboration required. There should be option to assign and track cases based on the type of case and type of court and maintain case status.

#### c) Inter-departmental file movement (Inward-Outward)

Inward-Outward File Management System should provide a unified platform to manage all Government to Citizen (G2C), Government to Business (G2B) and Government to Government (G2G) correspondences. It should transform the day-to-day operations at all levels of administrative hierarchy by automating key stages of correspondence management. Typical government file which includes the reporting section and correspondence section should be part of the system.

Correspondences originating in different forms and from different sources should be captured and converted into electronic files/documents, which are routed to respective departmental officials. All decisions/comments/notes made by the officials are captured in the file and remain intact throughout its lifetime. The correspondences can be archived in a central repository and accessed anytime for making informed decisions. Their tagging ensures real-time tracking and on-demand status reports, thereby ensuring complete accountability.

These file movement include specific files like tender documents consist of RFP, vendor proposal, vendor evaluation report, committee approval, work order/ PO, invoice raised, payment documents etc. which need to be clubbed together as part of one file. Then there are general files like requesting information across departments seeking opinion etc. Required workflows for different type of file movement shall be different. This would need interface with different ERP modules to refer to the details and work on related business processes.

This module should have end-to-end management and tracking of electronic files and correspondence documents, from creation to archival. It shall have a facility to directly capture the physical/hard copy letters received by the department in the system and manage their flow till the same is filed.

#### d) Committee & Meeting Management

The Central office, Secretary Department and others can use Committee & Meeting Management system that should have the capability to constitute the committee with its members and convener details, and capture various details of the committee such as term of reference, tenure, committee members etc. Scheduling meetings of constituted committees and keeping track of decisions taken, distribution of MoM and tracking deadlines on responses.

#### e) **RTI Application Management**

Module should be able to automatically set a deadline and priority for the timely reply to the applicant as per the RTI Act timelines and provides option for setting deadlines and priority for exceptional cases with capability to delegate responsibilities to an alternate user in the absence of the assigned user.

# f) Civic Application & Approval Module for various services

This module should have interface for citizens to apply for various municipal services like new assessment, name change, water connection, etc. The documentation requirement and workflow should be defined and customizable for different type of services. The web interface for citizens as well as the interface for internal employees to be developed along with SLA for application approval/disposal. This will help citizen obtain face less services and would help audit the service delivery timelines w.r.t. different services.

# 2.1.3 Estimated number of users

users 100 100
100
75
1000
50
25
1500
1500
50
100
10 concurrent users +
50 named users
1000

Revenue & Expense of SMC – Available on following link

https://www.suratmunicipal.gov.in/Departments/Accounts/BalanceSheet

Number of citizens availing services on portal – Estimated 1 lakh

# 2.2 MODULE WISE FUNCTIONAL REQUIREMENTS

Below is the indicative functional requirement for each module

# **1. FINANCIAL ACCOUNTING, COSTING, FUNDS & GRANTS**

	Sr.No.	Functionalities
1.1.	Organiza	ational Structure and General Requirements
	1	Ability to support multiple Entities / Departments / Branches / Offices
	2	Ability to perform consolidation for all the entities / Departments / Branches / Offices
	3	Ability to report receipts & payments at various organizational levels
	4	Ability to generate an output of all accounting entries for a user specified period (daily/weekly/ Monthly etc.).
	5	System should record the Dates of the event, accounting, preparation of the voucher, authorization of the voucher, changes, if any, reference document, reversal, if any etc. on each voucher
	6	Ability of system to generate & maintain sequential document numbering based on different business transactions
	7	Ability of system to integrate with various other modules such as Procurement, Human resources, Projects etc.
	8	Ability of the system with Interface with various third party software's / tools &

	Legacy systems
2 Genera	l Ledger
1	Ability to create & maintain Ledger Account codes
2	Ability to segregate ledger accounts such as Receipts, Payments, Asset, Liabilitie etc.
3	Ability to consolidate information within and across general ledgers for month energy reporting purposes
4	Ability to integrate G/L, accounts payable, accounts receivable with all the sub ledgers and synchronize with the G/L in on-line, real-time manner.
5	Ability to record and do inter-company / inter-unit accounting for the transaction and report balances.
	Inter-Company transactions shall include transactions between SMC, Sitilink a SSCDL for grant utilization, vendor invoice payments, payment claims an reimbursements, payments against tripartite agreements, etc.
6	Ability to support multiple levels of approval for a journal voucher before posting
7	Ability to maintain approval hierarchy and competent authority approval befor the release of payment above the specified amount through journals.
8	Ability to pass the entries in the next period before closing the current period.
9	Ability to automatic deduction of TDS or Work contract tax on predefine percentages while passing voucher entry
10	Ability to print work contract Tax certificates & TDS / TCS certificates & e-TDS/TC returns.
11	Ability to track period-end provisions by different voucher series, if required.
12	Option to automatically reverse all provisions in the next period.
13	Ability to view Foreign currency transactions in foreign currency as well as in India currency.
14	Ability to automatic carry forward of balances for balance sheet accounts during year-end closing.
.3 Accou	nts payable
1	Ability to fully integrate the Accounts payables system with other financial su modules like general ledger, cash book, accounts receivable, fixed asse purchasing, inventory, projects etc.
2	Ability to provide different types of transaction processing like supplier Invoic Advances, Adjustment JVs, Payments etc.
3	Ability of system to support debit/ credit note for Vendors
4	Ability to provide for automatic adjustment of invoices / credit notes with prepayments/ debit notes.
5	Ability to provide workflow dependent Invoice processing & approvals for Vendo invoices
6	Ability to provide details of discounts offered by vendors
7	Ability to scan external documents and link these to the system generate document
8	Ability to capture unlimited line items that can be entered in the journal vouchers
9	Ability to create Vendor master record along with functionality to capture variou mandatory details such as PAN, TIN, Bank Details, GST details, etc.
10	Ability to check duplicate master data creation & linkage of other vendor of customer accounts
11	Ability to provide options to enter vendor invoices through various options such a

Interfaces, Manual Vouchers etc.           12         The system should support manual as well as automatic generation of Debit/Credit notes on the vendor           13         Ability of the system to generate ageing analysis for the outstanding invoices           14         Ability to reflect invoice wise outstanding for a particular vendor and for growendors           15         Ability to release part payment against an invoice and balance payment proceas a subsequent date           16         Ability to make payment on account to a vendor and later link it to vendors invoice or invoices received. Ability to mark invoices as running bills or final b           17         Facilitate of centralized payment for all the purchases made for different pr from the same vendor.           18         Ability to system to record deductions from invoices under various accoun cash discount, rebates, charges etc.           19         Ability to record details of the associated tax and miscellaneous charges.           21         Ability to record davances against vendor with reference to a general referent multiple proform invoices.           23         System should support processing of recurring invoices for vendors           24         Ability to support multiple approval hierarchy for Payment Processing as p Delegation of Authority of the organization.           25         Ability to support multiple approval hierarchy for Payment Processing as p Delegation of Authority of the soft the subsh book etc.           26         Ability to generate credit/de	
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1         Ability to create following Cash / bank transactions like Cash receipt, Advance, Employee reimbursement, Misc payment, Office expenses etc.	_
	Cash
2 Facility to maintain petty cash transactions for multiple locations.	
3 Ability to maintain Cash register and Bank register for selected cash/Bank fo	or user

	define due sie d
	defined period.
4	Ability to inter transfer transaction like Cash to Bank, Bank to Cash, Bank to Bank with both side entry confirmation.
5	Ability to support for accounting for collections through Collection Management services
6	Ability to Control and monitor Earnest Money Deposit/ Bank Guarantee for the various contracts
7	Ability to interface with finance module for auto generation of Bank Payment Voucher, Bank Receipt Vouchers, and Journal Vouchers
8	Ability to generate a projected monthly cash flow statement
9	Ability to generate payment forecast for the specified periods
10	
11	Ability to interface with various banks for the purpose of payments & bank reconciliation
12	Ability to provide different types of Investments/Borrowings transactions: Loans, Cash Credit, Overdraft, Fund Based Limits, Non-fund based limits (LCs, Bank Guarantees, etc.)
13	Consolidated reports on various investment and tracking of overall exposure (borrowings)
14	Ability to capture funding requirements for new projects.
15	Ability to maintain records of the Bank Guarantees received.
16	Ability to maintain Bank Wise / Party wise (by whom / in favour of BG has been
1.6 Tax	issued)
1	Ability to maintain various types of taxes requirements such as VAT, CST, Service Tax / (GST provision) or any other tax provision included by Government.
2	Ability to maintain the period for which specific tax rate is applicable
3	Ability to maintain various tax rates applicable for specified type of tax
4	Ability to generate report on various tax paid, in specified formats, if any - with period, amount, item rate.
5	Ability to generate tax returns in the format prescribed by the tax authorities
6	Ability for generation and reconciliation of TDS certificates (Customers wise/ Monthly / Yearly)
7	Ability of system to comply with the e-TDS / e-filing requirements
8	Ability of the system to generate and automate the TDS return process
9	Ability to balance VAT/GST credit to VAT/GST Payable A/c automatically.
1.7 Pro	ject Costing
1	Ability to facilitate creating work breakdown structure of a project plan in the project costing
2	Facility to capture cost against a project and project activity. The cost captured against the capital asset should include the cost of material, taxes & duties, transportation cost, installation cost etc. so that total cost for the capital asset are reflected in the books of account for capitalization or as CWIP.
3	System should be tightly integrated with Purchasing module for raising work orders for materials and service procurement related to capex projects
4	System should be tightly integrated with Inventory module for material issued to capital projects
5	System should be tightly integrated with Payables module for payments related to
	system should be tightly integrated with ruyubles module for payments related to

		capex procurements
	6	System should be tightly integrated with Fixed Asset module for capitalization of
	-	assets after project completion
	7	Ability of the system to provide flexibility for monitoring and managing projects
		which are of non-capex nature.
1.8	Budaet.	Funds & Grants
	<b></b>	Ability of in-built Budget Preparation & Control
	2.	Ability to maintain budget centers to manage & control budgets
	3.	Ability to update budget account automatically after utilization
	4.	Ability to store the previous budgeted data (About 5 years)
	5.	Ability to maintain original budget, revised budget, supplementary budget and
	5.	latest forecast
	6.	Ability to manage Budget approvals at multiple levels
	7.	Ability to flag budget if they exceed actual amounts utilized by specific percentage
		or amounts
	8.	Ability to manage Funds & track expenses incurred against it
	9.	Alerts for important events (i.e. renewal of FD etc) (SMS, Email)
	10.	Escalation utility for important events
	11.	Ability to manage Grants & track expenses incurred against it
	12.	Ability to do Consolidation of bottom-up budgeting requirements from cost
		centers to units to organizational level.
	13.	Ability to do top-down allocation of finalized budget to units who are responsible
		to distribute budget to their cost centers.
1.9	Fixed as	
	1	Ability of the system to support fixed asset classification by Asset category, Asset type, Asset ID, Physical ID, Asset location, Asset Value, Units (Departments/Section/Office.), Cost center, Put to use date, Any other user defined field etc.
	2	Ability of the system to support asset master with the data in respect of CWIP references, Asset Classification Depreciation details, Expected Life of asset, Ownership details (Owned / Leased), Lease details, if Leased asset etc.
	3	Ability of the system to support any number of assets without restriction
	4	Ability to provide for transfer assets across organization.
	5	Ability to generate accounting entries automatically for each transfer including capital account and accumulated depreciation.
	6	Ability of system to allow recording of the disposal or scrapping of assets
	7	Ability of system to support depreciation rates, schedules and terms for each asset as per statutory requirements
	8	Ability of asset system to track asset values / schedules as per each of the above
	9	depreciation terms separately and individually. The system should automatically post depreciation entries based on calculated
		depreciation
1.10		& Expenses / Payroll integration
	1	Ability to manage employee advances, Travel bookings, Travel payment
	2	Ability to handle workflow for pre-travel approvals & travel related payments
	3	Ability to provide detailed report on Employee travels for In progress, Overdue & paid trips
		Ability to Integrate Human resources module with accounting

5	Ability to provide detailed report on payroll processed on various user criteria such as Employee ID, Departments etc.
.11 Repo	
1	
2	Ability to support the generation of internal reports and transactional reports for each of the organizational units by selecting revenue/expense heads, Asset/liability head, projects, Funds ,grants etc.
3	Ability to print / publish reports; and save them as viewable files in PDF, TXT, MS- Excel, and XML formats.
4	Ability to support customizations of any exiting report or new reports as per SMC needs.
5	Ability to define users to whom the report needs to be sent. The output format can be paper or electronic – via email / internet / intranet etc.
6	Availability of all standard financial reports like Trial Balance, Balance sheet, P&L, schedules of balance sheet etc.
7	All report on net movement by account, showing opening balance at start of month, net transactions value (or detailed transactions) and closing balance.
8	Ability to generate Transaction listing with reporting parameters like By project, By Account, by period, by voucher, by user etc.
9	Ability to generate financial statements at different levels like across units, across plants, across cost centers etc.
1	0. Ability to generate all statutory reports
1	1. Capability of supporting multiple calendars years for reporting purposes
1	2. Cash flow report: Listing period and year to date various cash flows against budget and last year, subtotaled at various levels.
1	3. Analytical, summary and standard reports that provide an accurate picture of the accounts payable including invoice, tax, payment amount
1	4. Ability to provide for all TDS related reporting
1	5. Payments due as on a date or range of dates as per user requirement
1	6. Ability to provide Vendor Listing along with other vendor details as may be required
1	7. Cash Requirements Report – Printed on request.
1	<ol> <li>Cheque Reconciliation Report – Printed upon demand showing detail on all outstanding Cheques, bank wise, party wise.</li> </ol>
1	9. Ability to generate receivables report item wise
2	D. Ability to generate report on debtors ageing for different parameters.
2	1. Detailed Aging Balance for each customer category showing open invoice and A/R activity (e.g. payments, debit and credit memos, write-off, and comments).
2	2. AR Invoice Register - list of automated and manually entered invoices with control totals.
2	3. Provision for adjustment of Advance payment
2	4. Ability of the system to generate the desired customer correspondence, like balance confirmation, payment reminders and the automation of the correspondence.
2	5. Bank balance analysis (bank balances by amount slabs)
	6. Ability of the system to generate a comprehensive asset register (as per standard accounting practice)

27.	Ability to generate the asset register report available in summary form (with only financial details) and details form (with all asset master details)
28.	Drilldown report (Budget head to voucher)
29.	GST/taxes related reports should be generated as per the defined format
30.	Ability to report project status for Capital projects along with capital expense
	posted

2. H	IRMS	
	Sr.No.	Functional Requirements
2.1 0	rganizatio	n Management
	1	Supports multiple companies' definition
	2	Provides for client defined organizational levels
	3	Provides Web portal communication to all people in the organization
	4	Provides employee searches by: Employee Number, Last Name & First Name, Organizational Level, Department, Location, Status, Reporting officer etc.
	5	Provides an on-line organization chart with hierarchies.
	6	Adds / changes organization entities and easily transfers associates within and / or across entities (including companies).
	7	Manages organization restructuring including position control.
	8	Ability to maintain complete organization structure bifurcated into maintenance of Organization unit, department unit, positions, grades, relations, and hierarchy
	9	Any change in organization structure to be approved based on defined workflows
	10	Organization unit wise policy/ rule engine, changed based on defined approval workflows
	11	Ability to maintain organization wise unit wise approved position list and current status.
2.2 R	ecruitmen	
	1	Provide facility for online recruitment of employees
	2	Provide facility to collect online resumes against the vacancy
	3	Allow for on-line screening & short listing of applications received on-line
	4	Allow for on-line short listing of applications for recruitment process like written test or interview
	5	Able to generate Call Letters for Interviews to shortlisted candidates
	6	Generate the joining forms on-line for the new employee to fill up on his own
	7	Convert the Applicant data into Employee data on hiring / joining
	8	Generate Organogram with vacant position mark (Diagrammatically)
	9	Facility to define the specifications of the vacancy in terms of qualifications, work experience, location considerations, skills/competencies required, additional certifications / professional qualifications, etc.
	10	Online recruitment to be integrated with SMC website
2.3 P	ersonnel N	/lanagement
	1	Ability to maintain common employee database with personal, educational, professional information like Personnel details, address, family, working hours, work schedule rules, pay grades, tax data, pension data
	2	Ability to maintain as on date employment history starting from joining the organization like promotions, achievement, awards, punishment, etc.

	1	
	3	Ability to capture relevant copy of documents in digital format and linked with the employee data integrated with document management system
	4	Maintain the information along with photo of the employee and all dependent or family on the system
	5	Ability to review On-line request for updating / changes. Date gets updated after proper approval using workflow.
	6	Ability to maintain issuance records of asset like Mobile, Tablets, Vehicle or welfare items like Uniform, safety shoes, raincoats etc.
	7	While at service all administrative task should be carried out like transfer, special
		duty assignment, resignation, promotion, NOC issue, etc.
	8	Generating of Transfer Forms / Orders for transfer of manpower from one location to another
	9	Issuance of Transfer Order automatically for authorization personnel (Work flow) according to internal hierarchy
	10	Auto update of the employee master and organization structure on actions like relocation or transfer of an employee from one department to another
	11	Date wise validity of each transaction to be maintained. The master data need to be time bound with defined start date and end date with time constraints defined for type of record
	12	Need to cater to the following task of employees: • VRS Retirements • Disciplinary cases
		<ul> <li>Promotions</li> <li>Confirmation and transfers</li> <li>Government Reservation Compliance</li> <li>Roster for Reserved Categories.</li> </ul>
		<ul><li>Employee Grievances</li><li>Leave Management</li></ul>
		Welfare Services
		Union Matters.
		Handling of loans, etc.
		Reports & Returns / Maintenance of Rosters
		Non-contributed PF
	13	System to keep record of legal issues and cases for each employee
	14	System to manage permanent as well as contract employees
	15	System to generate all statutory Return forms under PF, Contract Labour and other government acts and policies
	16	System to generate statutory forms for Pension and other settlements
	17	Bulk data upload/ change should be possible
2.4 A	ppraisal 8	2 Promotions
	1	System to have employee appraisal and evaluation functionality (along with rules and policy guidelines)
	2	Appraisee & Appraiser fill up the forms on-line
	3	Appraisee & Appraiser and/or Reviewer view the form on-line at the same time to facilitate discussion / comments on the same
	4	Policy for Salary revision, Increments, Promotions be maintained on-line
	5	System to provide facility for approval for pay fixation on promotion
	6	System to give the status of promotion with eligibility, advice, trade test,
	U	system to give the status of promotion with enginently, advice, trade test,

		promotion, extension of probation and reversion of promotion
	7	System to handle employee demotion as a disciplinary action
2.5 Leave	Man	agement / Attendance
	1	Define and maintain a variety of leave types and associated application rules
	2	Support for Manual and on-line Leave application processing
	3	Leave Integration with Payroll
	4	leave amendments and adjustments by designated authority
	5	Retain all leave history (approved, rejected, adjusted) based on user defined criteria
	6	System to maintain leave ledger
	7	System to generate the monthly attendance/ absence sheet integrated with time biometric devices
	8	System capable of generating late coming and early going report, thei adjustment as per SMC policies
	9	leave quota management, leave approval, and leave encashment
	10	System to generate Compensatory -Off balancing and their adjustment as per the SMC policies
2.6 Payro	oll	
	1	Payroll computation based on leave, tax computation, deductions, adjustments etc.
	2	Accommodate adjustment for the previous period's attendance
	3	System to calculate statutory deduction for each employee based on deduction rules
	4	Both earning and deductions can be of both types i.e. forever and within period (From To dates). There should not be restriction on number of earnings and deductions
	5	Integrate with different types of loan account for deducting EMI / Installmen automatic
	6	EMI / Installment deduction stop automatically after end of the loan period
	7	Arrears of salary to be paid for the adjustment of salary for the previous period by giving range of months/ Period
	8	System to allocate an employee's salary across multiple cost centers by fixed % or specific assignment or manual distribution
	9	Automatic update payroll calculation rules whenever an employee's grade changes
	10	Handle multiple pay commission guidelines e.g. 6th pay and 7th pay commission for different set of employees
	11	All standard and statutory payroll related reports
	12	Capture employee's bank account number and bank details
	13	Allows to define different salary or wage classes and scales
	14	Auto calculation of payroll based on attendance records with possibility o transfer of attendance records to payroll system in batch mode or manually fo employees not using ERP for time and attendance.
	15	System should be able to categorize the deductions like Tax, deductions or uniform, deduction on advance taken, loans from company or externa organization, payments for any other purposes to external org. like LIC premiums
	16	Provision of supporting loan details/advances taken like amount taken, tenure

17       Provision to set loan and advances repayment schedule with an option to modify the same and payroll calculation accordingly         18       Provision to levy deduction (for a user defined period) on items issued to employee e.g. uniform, deduction of loan or advance         19       Audit Payroll fixation         20       Payroll processing for Anganwadi employees (fix pay)         21       Process & generate the Salary certificate, Due Settlement Certificate for an employee (ex-employee         22       Daily wage employees payroll management         27. Taxation         1       Ability to Define tax rules to determine employees tax liability as per changes by the Central Govt./ local statutory legislation for actual tax liability of employee         2       Facility to provide investment declaration form in electronically so as to update salary record and tax calculation automatically by the system.         3       The system should Record employees' perquisites and other information relevant in computing their tax liability as tax components.         5       The system should Complete calculation and deduction of savings etc.and providing tax planners to the employee.         6       The system should Project the tax liability of each employee for the period within a tax calendar based on the employee.         7       Provision to Manually adjust taxable earnings (in case of income from other sources, investments etc.)         8       The system should handle Exemptions and Rebates as per the Income Tax Rules 9
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9 Professional tax deductions with exemptions arrears and generation of related
reports and challans
2.8 Retirement Benefits System / Other benefits System
1 System to take care for Medical Reimbursement system
2 Travel & Expense: Employees to fill details of expenses carried out during a
travel, upload of receipts, computation of travel allowances and approvals.
Integration with corporate card if issued in future, needs to be done.
3 System to provide provision and checks for the employees to be granted LTA /
LTC as per company rules
4 System to allow payments (Both Advance and Final) towards LTA / LTC either
outside or with Payroll and paid as taxable/ nontaxable as per Tax rules
5 System to provide facility of making payments of other benefits Like Telephone
bills reimbursement either outside or with Payroll         6       Health card and medical allowances
7 Pensioner Management
8 Entire Provident Fund and Gratuity Accounting Module as part of Payroll
system
2.9 Talent management, Training & development, Enterprise knowledge portal
1 Feature of training calendar
2 Information of employees called & attended training

	3	Career path/ skill-wise training schedule for employees and initiation of schedule after transfer or promotion to new position
	4	System to provide a standard methodology for Training Need Identification
	5	System to provide provision for the employees/Head of division to give a
		request/ nomination for training
	6	Provide facility for online evaluation / feedback on Trainings by the employees
	7	Send training alerts to employees
	8	Maintain minimum required training to employees with alert for any repetition
		of the same or maximum training attended
	9	A knowledge portal to empower employees taking up new responsibilities with
		rich knowledge base and anytime accessibility will be provided.
	10	Provide provision to know the number of days/hours spent by individual & up
		to group for training
	11	System to provide provision to know the amount spent on various training
		activities.
2.10	Employee	Self Service & Manager self service
	1	Employee should be able to access own records, perform necessary functions
		and raise requests for above-mentioned phases using self-service portal:
		• Apply Leaves
		Viewing salary slips
		View leave balance
		• Viewing Form 16
		• Entering travel claims
		Confidential Report Triggering and updation
		Searching employee directory
		<ul> <li>Employee time and attendance entry</li> </ul>
		Employee directory
		Benefits enrollment
		View Service Book
		Standard Application of Rules
		Benefits Management
		Online Learning
		Skill Position Matching
		Talent Profile & Feedback on Performance
	2	System to generate service book for employees, downloaded as pdf on request
		to view in Gujarati and English with all necessary updates
	3	Manager should be able to raise request on employee behalf and approve
		requests raised by employees online over mobile and web.These will
		empower manager as envisaged by the Government of Gujarat under:
		Number of Employees Present or Absent
		Filled in Position Distribution in Subordinate Offices
		Online Communication to Pre-Designated Mailing List
		<ul> <li>Pending Administrative Processes –PAR, TA/DA, DPC, 50-55 Review</li> </ul>
		<ul> <li>Pending Work Process Monitoring –Loan/Advances, GPF, Interest</li> </ul>
		<ul> <li>Human Resource Budgeting</li> </ul>
		<ul> <li>Talent Management -Skill / Competency Assessment, Training</li> </ul>
	4	Employees able to access own records online and raise requests for name
		· · ·

change, NOC, address change, leaves with necessary workflow approvals.

3. Procu	rement, Material Management& Vendor
Manage	nent
Sr.No	
3.1 Classifica	tion of Assets
Movab	le Assets
1	Plant and Machinery - including machinery of Water Works & Drainage, Road
	Department Machinery.
2	Vehicles
3	Furniture & Fixtures
4	Office Equipment
5	Other Equipment
Investr	nents
1	Plant and Machinery - including machinery of Water Works & Drainage, Road
	Department Machinery.
Captur	e various details for the Assets
1	Ownership
2	Cost Details (Construction / Purchase / Transfer)
3	Depreciation Principles
4	Other Details to arrive at Current Value
	ation of opening Balance for Asset Valuation
3.2 Asset Tra	
1	Purchase of new Assets
2	Acquisition of Land
3	Asset Sale
4	Investment on Assets (like construction of new floors, road re-surfacing etc.)
5	Insurance Details
6	Insurance Claim Related Information Capture
3.3 MIS	
1	Asset Register
2	Revenue Report
3	Outstanding Register
4	Search facility for various information (like search for name of Road)
3.4 Other Re	quirements
1	Data Porting / Data Entry Suite
3.5 Masters	
Catego	rization of Stores
1.	Central Store
2.	Central Medical Store
3.	Hospital Store
4.	Street Light Department Stores
5.	Hydraulic Department
6.	Drainage Department
7.	Road Department
8.	Information Systems Department
9.	Other Stores

	10.	Vehicle Department Etc.
3.6 D	) efining Va	rious Items under each category
	Material N	/aster
	1	Ability to classify materials into group & subgroup as per the business
		requirement such as Inventory, Direct Issue, Raw materials, Spares, Tools,
		Finished goods etc.
	2	Ability to capture critical material relevant information such as material
		specification, key characteristics, health hazardous etc.
	3	Ability to classify materials into 'ABC','N &'S','VED' and 'XYZ' categories with
		user maintained definition.
	4	Ability of the system to capture minimum, maximum and re-order level for the
		inventory.
	5	Ability to assign standard packaging materials to finished goods such as Drums,
		bags, boxes, bins, toners, cylinders etc.
	6	Ability of system for making the item code inactive.
	7	Ability of System to handle item having different unit of measurement (UOM):
		Manufacturing UOM, Sales UOM, Purchase UOM, Stock UOM etc.
	8	Ability of System for searching item based on its characteristics.
	9	Ability for supporting lot / batch control for the item codes.
	10	Ability to use either internal code generation or external code mechanism.
	Vendor M	
	1	Facility to enter online vendor registration request with details vendor profile
		like Name, address, work location, items / service supplied, business history,
		contact details, distribution channel, payment profile, bank details, registration
		details etc.
	2	Facility to classify vendor on criteria like indigenous / foreign, PSU / Non-PSU,
		Defense, Pvt. Sector, Small Scale Industry within state or outside state etc.
	3	Facility to classify vendor based on products supplied
	4	Facility to define criteria for registration evaluation & mark / deny approval.
	5	Ability to blacklist, block / unblock a vendor for further processing of any
		transaction. Also, ability to capture reasons for blocking / unblocking of vendor
	6	Ability to define quantities parameters and weight age for parameters for
		vendor evaluation like: conformity to delivery schedules, compliance to quality
		standards, instances of short supplies, Pricing.
	7	Ability to codify Vendors by a unique coding system. System should provide
		flexibility to the user to define coding logic.
	8	Ability to assign list of materials / services that can be procured from the vendor
	9	System ability to support catalogue management (Catalogues from various
		vendors provided in soft form should be able to be uploaded in ERP)
	Price-list f	or the Rate Contract Items
3.7 R	equisition	& Quotations
	1	Ability of raising indent, routing via various levels of online approvals before it
		can be converted into a requisition or order
	2	Ability of converting indent directly into a purchase order if there exists a
		contract or purchase schedule
	3	Online Requisition Entry and Update
	4	Option to include Delivery Schedules and Quality Specs with support for manual
		entry and special text within the Requisitions

	5	Facility to link Requisition to project, Production Order and work center
	6	Blocking of indent if there is no sufficient budget against the cost center
	7	Facility to send multiple tenders against single requisition
	8	Facility to compare Supplier Quotations (with landed cost option also)
	9	Ability to generate requisitions automatically for items replenished frequently
		like Consumables, based on re-order level
	10	Ability to check the availability of free or reserved stock available at different
		storage locations while creating requisitions
	11	Ability to send requirement details, documents like drawings and request for
		specifications along with RFQ
	12	Ability to enter quotations in the system against RFQ, including taxes
	13	Ability of the system to restrict quotations from approved suppliers only.
	14	Ability of the system to receive EMD from and refund EMD to suppliers
		participating in bidding process.
	15	Ability of have two stage bidding un-priced techno-commercial bid and priced
		commercial bid in the system
	16	L1 prices should be automatically highlighted in QCS report (PDF format) to
		facilitate review
	17	System should provide list of technical evaluation parameters based on supply
		or service procurement in un-priced QCS
	18	Ability to approve quotation of the recommended vendor in the system and
		add reason for approval
	19	Ability to automatically create a PO in the system after quotation approval.
	20	Ability of the system to award PO to different vendors for different line items.
		For e.g.: Among quotations received, one vendor might be L1 for a particular
		item while another vendor might be L1 for a different item. In such cases, it
		should be possible to break up the PO and award approval to different vendors
		for different item lines.
3.8 R		cting of Individual Orders
	1	Tendering
	2	Sanction from Standing Committee
	3	Proposal submission for Individual Orders
3.9 P	urchase O	rder (PO)/Contracts / Blanket PO
	1	Ability of the system to capture PO information like PO number & date, Item
		details like code, description, UOM, rate, quantity, Delivery schedule, applicable
		taxes, BG, SD, other terms etc.
	2	Ability to specify payment terms in the system.
	3	Ability to directly create PO in the system without requisition
	4	Ability of the system to support a different PO numbering series as per PO types
		or categories.
	5	Ability to create single PO in the system from multiple requisitions or multiple
		PO against single requisition.
	6	Ability of the system to print PO in a user defined format on pre-printed
		stationery
	7	Ability to link PO with all previous transaction / documents of the system
	8	Ability to generate blanket PO (annual rate contract) with only the required
		quantity or may be open quantity.
	9	Ability to generate blanket PO (rate contract along with period) with required

		quantity. Rate may change after regular interval for balance quantity.
	10	Ability of the system to automatically generate PO based on re-order level
	11	Ability of the system to update budget utilization automatically at PO release
	12	Ability to generate Letter of Intent (LOI) in the system, prior to PO.
	13	Ability of the system to send soft copy of PO in Pdf format to suppliers via e-e-
	14	mail or send alert via SMS
	14	Ability of the system to send reminders to suppliers through email and SMS in case of delay in receipt of goods.
	15	Ability of the system to receive advance intimation from supplier for receipt of
		goods with transportation details.
	16	Ability to view balance quantity and payments made against PO in PO screen of
		the system
	17	Ability to capture the details in the contract like contract validity dates, location
		of Delivery, Material code with description and quantity, agreed upon rates
		including breakup of taxes, payment terms, other terms and conditions, VAT.
	18	Ability to maintain the standard templates for the creation of Contracts or Letter
		of Award and Letter of Intent etc.
	19	Ability to link the Contract details from the purchase requisition and vendor
		master.
	20	Ability to define and configure the work flow for approval of amendments to
		the contract terms.
	21	Ability to generate the changed Contract once the amendments are made.
	22	Ability to store scanned/ soft copy of each external/ internal correspondence
		against a contract for issue handling and progress review.
	23	Ability to capture contract validity period and online validation against
		subsequent transactions.
	24	Ability to create PO's with different number series based on purchase type such
		as location / material type / department etc.
	25	Tolerance for excess and short supply. Reporting on excess / deficit deliveries for a PO
3.10	Services p	rocurement / Work Order
	1	Ability of the system to support work orders for any job with material, without
		material, manpower supply, civil works etc.
	2	Ability of the system to capture terms of issuing material to contractor on
		chargeable basis, non-chargeable basis etc.
	3	Ability of the system to support recurring bill.
	4	Ability to check in the system remaining amount outstanding in the contract
		before making payment
	5	Ability of the system to generate necessary tax certificates
	6	Ability to generate work completion note in the system by indenter to certify
	-	quantity and quality
	7	Ability to capture key information in the service purchase orders like type of
		service (security, consultancy, transportation, job etc.), rate of services,
		applicable taxes, financial agreement etc.
3.11	Goods Red	
	1	Ability to create an Inward and Inspection note before creation of Goods
		Receipt (GR). Inward will contain details such as PO number, date of receipt and
		other consignment information.

<ul> <li>Ability of the system to create of GR from inward and inspection note.</li> <li>Ability to have a single GR form to handle multiple types of GR like Store receipt, Direct consumption, Capital, or Capital Direct consumption etc.</li> <li>Ability of the system to generate GR number automatically or manual link with Inward.</li> <li>Ability of the system to receive partial consignment / delivery from PO</li> <li>Ability of the system to receive goods in a measurement unit different from the measurement unit in which the order was placed.</li> <li>Ability to define &amp; control GR against purchase order as per the control policies (e.g.: under receipt tolerance, over receipt tolerance etc.)</li> <li>Ability to block GR process in case the received quantity exceeds PO quantity tolerance limit</li> <li>Ability of the system to capture the QC check results in case of items requiring the same.</li> <li>Ability of the system to capture the QC check results in case of items requiring the same.</li> <li>Ability of the system to automatically generate a rejection / shortage note and rejection / shortage. The Debit Note to be sent to the vendors for all rejection / shortage. The Debit Note should be linked to the Rejection / shortage note in the system.</li> <li>Ability of the system to generate a Debit Note to be sent to the vendors for all rejections / shortage. The Debit Note should be linked to the Rejection / shortage note in the system.</li> <li>Ability of the system to provide facility to re-inspection of rejected materials.</li> <li>Ability to facilitate Goods Receipt of "Free of Cost" Items/Samples</li> <li>Ability to facilitate Goods Receipt of "Free of Cost" Items/Samples</li> <li>Ability to facilitate Goods Receipt of "Free of Cost" Items/Samples</li> <li>Ability to facilitate Goods Receipt capturing Batch Number and Validity/expiry period of the materials</li> <li>Ability to facilitate Goods Receipt capturing Batch Number and Validity/exp</li></ul>		1	
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		1	Ability of the system to select any valuation method i.e. FIFO, LIFO, or weighted
average method for valuation of stock			
2 Facility to track from Lot Number, all the inspection details for the lot		2	· · · · · · · · · · · · · · · · · · ·
3 Support for Allocation of Inventory to Production Order / Project etc.		3	Support for Allocation of Inventory to Production Order / Project etc.
4 Support for User-defined Reservation Criteria for sequencing or creating		4	Support for User-defined Reservation Criteria for sequencing or creating
reservations		1	reconvetions
5 Facility to assign Adjustment Reason Codes (including Cycle Count and			reservations
		5	

	6	Audit Trail of Inventory Adjustments made
	7	Reporting of Overstock and Under Stock Exceptions
	8	Ability to support issue of material having shelf life on FIFO basis
3.13	Disposal o	of Dead Stock
	1	Department wise submission of details
	2	Tendering by Stores Department
	3	Disposal of Dead Stock
3.14	MIS	
	1	List of Vendor wise / Material wise orders
	2	Material wise, Department wise consumption report
	3	Disposal of Dead Stock
	4	Status report to department w.r.t their orders
	5	Comparison of price bids with history prices
	6	Alerts if the Batch Numbers or Serial Numbers is not in order
	7	ABC Analysis
	8	Vendor Performance Analysis Rating & Reports (on the basis of quality of item ,
		services offered, quantities supplied, delivery / timely completion performance
		and cost /price)
	9	Register for Inward, Inspection, receipt, Issue etc. on user defined period.
	10	Aging analysis of stock items
	11	Facility to provide slow moving and nonmoving items report
	12	Items above maximum level and Item below minimum level
	13	Rate variance report from Receipts
	14	Daily receipt report with quantity and value details.
	15	Inventory details 'batch wise' or 'lot number wise' or 'serial number wise' if
		material is managed in Batches or lots or serial number.
3.15	<b>Other Req</b>	uirements
	1	Data Porting / Data Entry Suite
	2	Logins to suppliers to update their status
	3	Integration with DMS System to save, send, capture, and refer documents
		attached with any Tender, Requisition, Quotation, Contract, Purchase Order,
		Goods Receipt, Invoice Receipt etc.

# 4. Inter-departmental file movement (Inward-Outward)

	Sr.No.	Functionalities
4.1 General		
	1.	The system shall replicate the Present physical file handling in the same manner as followed and electronic files shall give the same look and feel of Physical file with right-hand side of the file holding the "Correspondence" & left-hand side of the file holding the "Note-Sheets".
	2.	The system should comply with the Manual of Office Procedure (MOP), published by the Department of Administrative Reforms and Public Grievances (DARPG).
	3.	The system shall have a facility to create/open a new electronic file as well as a Part File, which can be merged with the main file at a later stage.
	4.	The system shall have a facility to save the file in the desired folder in the system as per the user rights.

5.	Numbering for the file should be auto-generated as per the department format and should allow for restarting the numbering at beginning of every fiscal year.	
6.	The system should mandatorily capture information like File Subject, Department etc. while creating the file.	
7.	The system shall generate a Barcode number on successful creation of a file. This barcode can be pasted into a physical file for tracking, in case physical file is also used.	
8.	The system shall allow adding documents to the electronic file directly from the scanner or internal/external drive or email.	
9.	Any type of documents like Images, PDF files, Office files like word, Excel, PowerPoint presentations, AutoCAD drawings etc. can be added to the electronic file in the Correspondence side.	
10.	The documents which are added to the files also can be individually indexed/ tagged for easy search.	
11.	The system should have a facility to search a file based on multiple parameters like file number, file subject etc.	
12.	System should allow categorization of files like subject files, special files, administrative files, project files etc.	
13.	System shall have an in-built text editor for entering the notes. The editor should have basic functionalities such as highlighting a part of note, underlining, making bold, creating paragraphs, having bullet numbering, creating tables etc.	
14.	The note editor should support adding notes in English, Gujarati& Hindi.	
15.	The system shall have a draft folder to save Office Notes that are created by officer, which can be edited/appended/reviewed before making it the final note in the file.	
16.	The system shall provide list of "Standard Noting" templates like "Put up for approval", which can be used by officers.	
17.	The system shall provide facility to sign the document using "Digital Signature".	
18.	The system shall allow appending the scanned signature of officers (for whom digital signature is not available) on the notes, based on the authentication at the time of adding the notes to note-sheet.	
19.	The system shall provide security on notes so that Noting/comments once written signed and forwarded shall not be amendable/editable by any user including originator.	
20.	The system shall provide facility of securing the notes or making a noting confidential and allow only selected authorized officers to view the secured notes.	
21.	The system shall allow facility of linking a note with a document in correspondence side or linking note to a particular page of document in correspondence side or linking a note to another note.	
22.	The system shall have the workflow capability to route the file for approval electronically. The routing can be either serial or parallel routing.	
23.	The system shall have facility of creating Fixed File Routes or ad-hoc routes as the case may be.	
24.	The system will allow attaching other related files in the workflow for easy reference, while in workflow.	
	25.	The system has facility to "refer" the file to an outside user who is not a part of Fixed File Route for getting their inputs.
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	26.	The system shall have facility to "Recall" the file from other users.
	27.	If need be, the system shall allow transferring of file from a User's Inbox to another user by authorized officers.
	28.	Once the workflow is initiated, the system will automatically intimate the respective users by email/SMS for their action once the file is in their inbox.
	29.	The system shall allow fixing the timelines for completing of task by each user. The system will intimate the user by email/SMS on reaching the threshold time for completing the task. The system will allow defining escalation actions, if the task is not completed in time like email, automatically moving the file to alternate officer etc.
	30.	The system shall allow the officer to keep a file "On-Hold" by specifying the reason for hold.
	31.	The system shall provide a facility to track the file by authorized users at any point of time.
	32.	The system shall allow maintaining information & tracking of Physical Files also if need be.
	33.	The system shall provide facility to print out the noting for filing in paper folder as record if need be.
	34.	The system shall allow various process/file reports including drill-down reports as needed from time to time.
	35.	The system shall provide dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface.
	36.	Maintenance of e-Registers – personal, divisional, and departmental
	37.	The system should provide Smart search interfaces for quick access correspondences & files
	38.	The system should provide BARCODE/RFID Integration and Social and Mobile Extensions to enhance responsiveness and accessibility
	39.	The system should provide Inter-divisional interface allowing sharing of files, papers, etc.
	40.	The system shall provide all required reports around file movement and tracking.
4.2 Lette		rrespondence Management
	1.	The system shall have a facility to directly capture the physical/hard copy letters received by the department in the system. It should enable capturing basic information like Date of Receipt, Subject of letter, who has sent the letter, Date on letter etc. before exporting to the Letter/Correspondence Management System.
	2.	The system shall have a facility to add emails directly to the Letter Management System
	3.	The system shall allow capturing the letter using mobile device like Smartphone/Tablet and add directly to the Letter Management System.
	4.	The system should allow Auto-Numbering of the letters registered, which can be easily tracked at any point in time.

5.	The system shall have a facility to route the correspondences Letter to the user
6	whom it is addressed to.
6.	The System shall allow the recipient of the letter to view the same and do annotations.
7.	The system shall allow the recipient to take different actions on the letter like o Filing the Letter to an existing/New electronic File o Forwarding the same to other users for action o Forwarding the same to multiple users together for action.
8.	The system shall have a facility to prepare responses and attach with the correspondences Letter workflow if a response is to be given to the letter.
9.	The system shall have a facility to create Paper profile of a Letter at the inward registry, in case the Letter is confidential. The Paper Profile can be forwarded along with the hardcopy letter to the recipient. The recipient can scan and add the same to the Letter Management System.
10.	The system shall have a facility to track a correspondence at any point in time.
11.	The system shall provide advanced search facility for searching a correspondence /Letter based on multiple criteria like dates, subject, pending with, completed by, pending since etc.
12.	The system should have inbuilt inbox for receiving correspondence
13.	The system should have electronic management and tracking of correspondence encompassing tasks such as diary entry, indexing, noting, cross-referencing, search/ retrieval etc.
14.	The system should have interoperability between departments/agencies allowing stakeholders to collaborate and share files, documents, etc.
15.	Capability of maintenance of e-registers for individuals, divisions, and departments
16.	The system should have digital signature integration
17.	The system should have BARCODE integration for file and correspondences (DAK) tracking
18.	The system should have file-viewer to enable electronic view of physical files
19.	Note-sheet view of files with support for formatting, and linking reference notes
20.	The system should have provision to capture user details and timestamp along with every note
21.	The system should have end-to-end audit trail

	Sr.No.	Functionalities
5.1 C	bjection	Register
	1	Capability for creating an objection at three levels. It should also capture master details for creating objection like Inward Info, Sub Headers, Bidan and F.W.C. To etc.
	2	The system should allow User to add multiple points for creating objection.1st Level user adds all details and forward all details to 2nd Level user. 2nd Level user checks each and every point and also makes changes in existing points and also adds points in an objection and pass to the 3rd Level user. The 3rd Level user decision is a final for creating an objection or not. Objection no. will be generated at 3rd Level.

		physical files.
	3	necessary details during the audit visit like cash in hand, inventory details etc. Document management system should be integrated to reduce dependence on
	2	SPOT team to have access of application on tablet on which they can fill the
	1	Chief Auditor or his delegate should be able to create task randomly for his SPOT team for checking and assign them to each team member
5.2 S	POT Team	
		management, Purchase for capturing the necessary audit investigations.
	18	This module will require integration with Payroll, Financial Management, Project
		contractor in case query is raised by Audit department with last dates and the required documents mentioned. 4-tier names to be assigned for each process.
	17	An automatic SMS needs to be triggered to concerned officer/ supplier/
	16	The system should generate Recovery Income Report
	15	The system should generate New Objection Summary Report
	14	The system should generate MB Report
	13	The system should generate Employee Wise Report
	12	The system should have Objection Filed Summary
	11	The system should have Inward Outward Status
	4.4	o Objection Pending With Audit
		o Objection Pending With Department
		o Objection Detail
		o Search objection
		o Search Pension o Search Service Book
	10	The system should have Search MB / SD o Search Pension
	10	o Audit Search Box
		o Inward Summary
		o Inward With Objection
		o Inward With No Objection
	9	The system should generate MB/SD Objection Summary Report
		employee with zone, BCNT, GLAC, and Objection No.
	8	SMS will be sent to respective users after completion of verification process with
	1	The system should allow decision of making "Filed" or "Return" is final by 3rd Level user.
	7	"Return".
		3rd level user also checks each and every point and makes status as "Filed" or
		process will be follow as 1st level by 2nd Level user and pass to 3rd level user.
		that particular point as a "Make Same" and pass to 2nd Level user. Same
	0	1st Level user checks all points one by one and makes it status as a "Filed" or "Return". If user don't want to make any changes in a point, then mark status of
	6	objection at three levels.
	5	The system should allow Verification - Basically it is used for validating an
	4	Ability to get Objection Reply from Department
		employee with zone, BCNT, GLAC, and Objection No.
	5	particular department and also SMS will be sending to respective users with
	3	After generating an Objection no., the Details should be passing to that

4	Once the response is received from respective officers for the task, the system should allow generating consolidated audit findings/ query raised compiling the responses from each officer in pre-defined format.
5	Once the details are submitted, the same should be forwarded to higher concerned authority for further actions. Here the system should highlight any mismatch in document submitted by spot team (physical stock) from the entry in the ERP system (system inventory) automatically. Eg. If SPOT team records stock of a particular medicine in medical stores as 100 units while in the ERP system the same reflects as 105, this discrepancy should be highlighted automatically.
6	The system should have capability to alert the department officials through email, dashboard alerts, and automated SMS messages with reminders on deadlines for query response before the due time.

0. (	1	Case Management
	Sr.No.	Functionalities
6.1 0	ieneral	
	1	The system should have robust task management system wherein Department Heads can route cases and work assigned with a case depending on skill-set, knowledge expertise, bandwidth and team collaboration required
	2	The system should have dynamic routing of work or change in existing routing for real-time collaboration on cases
	3	The system should have automation of core legal case management process along with its supporting processes like Meeting, Visit, Expense and Bill to track all the activities performed in achieving the case completion and delivery
	4	The system should have Inbuilt tools & features for Contract Management, Fee Calculator, Effort Tracker, Capacity Tracker and Time Sheet are provided for better manageability, tracking, reporting and traceability
	5	The system should be integrated with standard accounting software's like Navision etc. for exchanging billing and collection related information
	6	The system should have provision to split the drafting work for collaborative working by multiple resources on a single case
	7	The system should be able to create Court file including various court details such as Case no., Case Type, Date of Filing, Case details, Court Order details, Hearing date, Order date, etc.
	8	The system should keep departments and zones as separate.
	9	Along with court name-wise; zone-wise and department-wise formats should be incorporated in the system
	10	The system should be able to Track court dates, hearing dates, etc.
	11	The system should be able to provide alerts for the upcoming hearings.
	12	The system should be able to Cross-reference all dates for one case, one client, one attorney, a group, or the entire office.
	13	The system should have the capability to generate the Case Diary having complete details and history of the cases.
	14	The system should be able to provide a mechanism for analysis of workflow, case status, and types of cases opened and closed
	15	The system should be able to maintain an audit trail of entries and changes

16	The system should be able to capture note sheet with the court case files
17	The system should be integrated with all other departments and court websites.

	Sr.No.	eting Management No. Functionalities	
1 G	ieneral		
	1	The system should have the capability to constitute the committee with it members and convener details.	
	2	The system should have the capability to capture various details of th committee such as term of reference, tenure, committee members etc.	
	3	The system should have the capability to define the role of each committee member.	
	4	The system should have the capability to define the committee members from the internal departments as well as external users along with required details.	
	5	The system should have the capability to define the message template for sending the notification to respective committee members.	
	6	The system should have the capability to create and save the templates for different type of notification messages.	
	7	The system should have the capability to define the approval process for committee constituted.	
	8	The system should have the capability of User Inbox where committee members/approvers can view the pending request for approval.	
	9	The system should have the capability to attach the required documents wir various committees constituted.	
	10	The system should have the capability to circulate the Office Memoranda with the respective committee members/stakeholders having details about the committee.	
	11	The system should have the capability to define the meeting details such a Agenda, date, time, venue, priority etc. along with the required documents.	
	12	The system should have the capability to link the members with meeting from the list of pre-approved committees.	
	13	The system should have the capability to define the approval workflow for Meeting scheduled.	
	14	The system should have the capability to define the Meeting invitation templates for sending the notifications to all the committee members.	
	15	The system should provide the calendar view having details about the meetin schedule on weekly/monthly basis.	
-	16	The system should provide the capability to submit the response about the availability for the meeting scheduled.	
	17	The system should have the capability wherein convener can define the deadline for submitting the response of member's availability.	
	18	The system should have the capability to capture the Minutes of Meeting.	
	19	The system should have the capability to assign the actionable to the respective committee members based on meeting decisions.	
	20	The system should provide the capability to define the deadlines of submittir the response for defined actionable.	
	21	The system should provide the capability to designing the template for	

	circulating the Minutes of Meeting (MOM).
22	The system should provide the capability to send the MOM notification through email.
23	The system should provide the capability to track the actionable assigned to the respective committee members. Notifications/ tracking facility to be given to respective players/ departments tracking expiry and renewal dates of committees/task forces
24	The system should allow scheduling meetings of constituted committees and keeping track of decisions taken
25	The system should allow allocating responsibilities and making online status updates
26	The system should allow maintaining attendance records and drafting agendas, reports, and minutes of meetings

1	Sr.No.	nagement Functionalities
8.1 General		
	1	The System shall provide facility to link cross-related documents like Application form and Grievance and reply sent, etc. The system should be built using the configurable Business Process Management and workflow framework.
	2	The system should be able to automatically set a deadline and priority for the resolution of complaints based on the type of grievance as per the department policy and provides option for setting deadlines and priority for exceptional cases.
	3	The system should have capability to delegate responsibilities to an alternate user in the absence of the assigned user.
•	4	The system should allow the user who reviews the complaint to assign the task of redressing the grievance to another defined user from a list, and optionally also assign a criticality level.
-	5	The system should have capability to automatically escalate the complaint to higher authorities on passing of the deadline for the RTI request.
	6	The system should have the capability to define the workflow for RTI Application, First Appeal, and Second Appeal, etc.
-	7	The system should have the capability to assign the RTI request to concerned department.
1	8	The system should have capability to inform the Citizen by email that the grievance has been redressed.
	9	The system should automatically generate call back lists when complaint has been resolved.
	10	The system should have the capability to define & generate the RTI Response/Grievance Response Letter in a format from the system itself.
	11	The system shall provide required reports like number of RTI queries received, number of RTI queries pending, etc. Also, the system should have the facility to generate ad-hoc reports on a need basis by the users.

# 9. Civic Application & Approval Module for various services Sr.No. Functionalities

9.1 General	
1	System should have module to apply for various municipal services using this module.
2	Applicant or operator should be able to fill-up the form based on the service along with the supporting documents online.
3	The application form should have checklist in place and should facilitate upload of the document online.
4	The assignment and approval workflow should be defined based on the service in the system with appropriate rights based on the role.
5	Provision for application approval, rejection and query should be there.
6	System should be integrated with email and/or SMS gateway for notification to the applicant as well as assignee employee/officer.
7	Various reports indicating daily progress w.r.t. application processing and processing time should be available in the system.
8	Necessary dashboard and reports should be available to ascertain the current status of various applications and its pendency.
9	Necessary audit trail should be maintained in the system.
10	Applicant should be able to check the status of the application and should be able to see historic transactions.
11	The interface for the applicants/citizens to avail this service online, should be developed by the SI. SI will be required to make it available on existing website and mobile app, necessary support in this regard will be provided by SMC.

# **10. Technical Requirements**

	Sr.No.	Specifications
10.1	General	
	1.	Solution to be Unicode compliant with support of Gujarati Unicode Font
	2.	Scalability in terms of number of users, no. of work flows, no. of organizational entities, in-built workflows, and drilldown reporting capabilities.
	3.	Should support any operating system like Windows, Linux, Unix
	4.	All components of the proposed solution to be interoperable and seamlessly integrated.
	5.	Solution to support various user interface options like portal, mobile, tablet, and user friendly forms built into the platform.
	6.	Ability to create ad hoc reports, generate reports at various organizational levels, facility to download reports in various formats like excel/PDF/text/XML/etc., and send reports electronically.
	7.	Support multi-dimensional analysis of data collected for various workflow processes to identify bottlenecks and improve business processes.
	8.	User should be able to generate dynamic report on basis of requirements without need of development
	9.	System should support drill down reporting
	10.	System to support dynamic workflows.
	11.	System to support delegation management.
	12.	System to maintain logs of transactions and audit trails.
	13.	Solution to provide integrated user management and support role based

	access control.
14.	Ability to provide multiple roles to single user and bulk user maintenance and access management options
15.	Solution to provide access level security for data at transactional level.
16.	LDAP & Single Sign On
	ERP should be configured with LDAP server. Authentication and authorization of users logging into ERP system should happen with LDAP or any active directory server supporting LDAP. ERP should support single sign on with external domain applications within SMC. User should not be forced to log in multiple times to access different systems or modules within ERP.
	<ul> <li>(a) System should allow a user to log in once, using a single authentication method to gain access to multiple applications.</li> <li>(b) SSO solution should provide Session Security to ensure that the information is not tapped by unauthorized people.</li> </ul>
	Provision for LDAP & SSO will be in scope of ERP SI
17.	High Availability & Disaster Recovery
	In case of any disaster like flood, earthquake a Disaster Recovery ("DR") Process is required. The purpose of a DR Process is to enable SMC IT leadership, key stakeholders to plan and respond to events negatively impacting the services supported by SMC. The DR Process will provide a foundation for managing disaster recovery, service continuity and IT Services' responsibilities relating to crisis response and business continuity. The DR Process supports the following objectives:
	<ul> <li>Enable informed decision making</li> <li>Efficiently build resilience</li> <li>Verify resilience capability</li> <li>Effectively manage events</li> </ul>
	<ol> <li>The Bidder shall be responsible for designing and implementing High Availability for ERP ecosystem at DC and Cloud based DR.</li> <li>It will be the responsibility of the Bidder to work with SMC to define and implement consistent methods to assist in the resumption of critical business operation in the shortest time necessary, for the least possible cost, with minimal impact on users, citizens, and employees.</li> <li>Bidder should ensure necessary data (application specific) related to solution should be replicated with minimum downtime.</li> <li>All the components proposed like database license, OS etc. should be configured in high availability for production environment.</li> </ol>
18.	System should have inbuilt features like workflows, file tracking, and knowledge repository.
19.	As part of the project, the IT infrastructure will be provided by bidder. The bidder will be required to propose, provide, install, configure and maintain the software components like the OS, Database, Anti-virus Software along with hardware and any middleware best suited with the proposed solution.

20. 21.	Necessary server hardening at OS level, Application, Database, etc. will be responsibility of bidder. The bidder also needs to clearly propose hardware considering the performance and availability requirements specified in the RFP from SMC data center and cloud based disaster recovery (DC/DR). The proposed infrastructure should be designed to provide optimum balance for the performance and cost. The proposed infrastructure requirement (software and hardware components) should be certified by respective OEM. The bidder needs to provide the architecture diagram detailing the landscape proposed and justification/ merits of the same as part of technical proposal (Section-9: Form 1.13). Integration required with email gateway, SMS gateway, payment gateway, email solution, collaboration tool, ticketing tool The solution shall support integration with Aadhar card as well as digital and electronic signature for applicable services.
22.	System shall support future integration with any digital government initiatives.
23.	The bidder will be required to develop necessary APIs to share or capture data to and from the third party application as per ther requirement.
10.2 Document	Management Requirements
1.	The proposed DMS shall support separate Document/Image server for better management of documents and store only metadata information in database.
2.	The system should comply with the latest Manual of Office Procedure (MOP), published by the Department of Administrative Reforms and Public Grievances (DARPG).
3.	The systems must seamlessly integrate with any or all of the Core applications and shall support interface with other open-standard systems. It should provide required api for integration with external systems for document creation, indexing or categorization, retrieval and archival.
4.	The system should be format agnostic and should allow storage of any digital data like images, Office Files, engineering drawings, PDF, PDF/A, photographs, video & audio files etc.
5.	System should allow exporting documents from scanner, email & Microsoft Office documents directly to DMS.
6.	System should allow creation of custom indexing field/tags for different documents at Folder & File level
7.	The departmental officials should be able to index folders, files, letters and documents on user-defined indexes like department, Letter No, file no, year, project Id etc.
8.	System should have an integrated Scanning module from same OEM as DMS, so that the scanned documents can be directly exported into the repository
9.	The Scanning Module should allow officers to scan single document as well as document in bulk with facility of segregation of scanned images as different document types like letter, circular, GR, DPR etc.
10.	The solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the Document Management System. The solution should audit scanned documents for resolution, format/ compression, orientation etc.
11.	The solution should have the capability to capture the document through mobile devices along with indexing. Using mobile app, the users should be able to upload letters, circulars directly to the document management system.

12.	The scanning system should support Web-based Scanning & Desktop scanning Module which should allow scanning of documents when not connected to Server.
13.	The mobile app should have built in security so that the document captured cannot be tampered with. The copy of the document should be automatically deleted from the capturing mobile, once the document is transferred to DMS., as well as, compression features to compress the large size files to a smaller size file.
14.	The mobile capture app should have the facility to function both online and offline. Also, the solution should have facility to compress the image to a small size file.
15.	System shall provide the standard file hierarchy structure of folders and sub-folders to allow users and groups of users to manage and organize their documents.
16.	System should allow version controlling of the documents with both minor (1.1, 1.2 etc.) and major version (1, 2 etc.). System should show only the latest version of documents by default. All other version of the document will be visible to authorized users on need basis.
17.	System should allow search based on different parameters like file name, folder name, project name, index fields, Full text & Wild card search
18.	The system should have the capability to save the search queries or search results.
19.	The proposed DMS should have an inbuilt viewer for viewing the images. The rendering of multi-page images should be page by page for quick viewing and saving bandwidth.
20.	The system's in-built viewer should have the capability to perform annotations such as highlight, sticky note, underline, hide certain text etc. on the documents image with user name, date and time of putting annotations.
21.	The system can be accessed from mobile devices. The users can search and view the documents in DMS from mobile devices.
22.	System should have facility to set notifications (eg. Notifying change of version of a file to all stakeholders) & Alarms (eg. Delay in Approval) by email.
23.	System should have comprehensive & easy to set access rights controls at Folders & File level as well as Groups and users with inheritance
24.	The system should allow defining multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download) to officers based on their profile.
25.	The System should maintain audit-trail of all activities being done in the system, documents etc. by users as well as administrators.
26.	The system should manage lifecycle of content through retention, storage, retrieval, and destruction policies along with tracking and managing of physical location of the content using Records Management System
27.	It should be possible to extract the information from scanned documents through OCR which can be used to extract information like party code, project id, approver name etc. which can then be used in business processes of ERP
28.	The system shall have capability to attach any type of file like Images, PDF files, Office files like word, Excel, PowerPoint presentations, AutoCAD drawings, audio, video, etc. to the electronic file in the Correspondence side. The built-in viewer shall have capability to display images, pdf file, office files like word,

	1			
		Excel, PowerPoint presentations, AutoCAD drawings and play audio and video		
		files.		
	29.	The system should store the data in non-proprietary format to enable		
		switchover /migration to other solution.		
10.3 I	Document	Signer Solution Requirement		
	1.	Server Side components (API / SDK) with ERP/e-Office/DMS infrastructure to be		
		provided, integrated and configured.		
	2.	Downloading and install a Class 3 Digital Signature type on the HSM modules.		
	3.	Capable of signing on multiple pages of the same document.		
	4.	Capable of signing with multiple signatures on the same page/document.		
	5.	Should be able to incorporate the signature(s) without the need of physically		
		attaching the USB token.		
	6.	Solution should be capable of supporting multiple signer profiles. Each signer		
		profile should have the capability to be mapped to a particular DSC of the		
		signatory.		
	7.	Solution should support HSM interfacing over PKCS#11.		
	8.	Solution should support SHA 2 family for document Hash creation.		
	9.	Solution should have ability to integrate with multiple applications.		
	10.	Real time signing functionality.		
	11.	Solution should support multiple functionalities for signing:		
		a. Digital Signing facility should be available in Batch (bulk) using scheduler		
		tools in an In-Out folder based structure.		
		b. The solution shall support silent signing directly on server, without any		
		manual intervention.		
	10			
	12.	Signing application shall be configured to provide additional level of security		
		such as authentication of signing request originator and password protect keys		
	13.	stored in HSM device.		
		Administrator module to Manage certificates and Signatories.		
	14.	Should be able to support multiple data formats (.pdf/xml/PKCS#7).		
	15. Application should be able to check the validity of the certificate before signing			
	10	of the document/data.		
	16.	Trigger Notifications via SMS/Email (Certificate expiry, Signing request etc.)		

The functional requirements are mentioned below are indicative and may undergo changes and the same shall be incorporated during the project period without any additional financial implications.

**Email Exchange & Collaboration tool:** Bidder to suggest and implement cloud based email exchange solution and collaboration tool from Microsoft or Google for SMC employees. The license cost for the same should be added in the price proposal as per format in Section-10. The implementation and support cost should be part of overall project implementation and support. Total number of users expected are 1000. The solution proposed should meet all general requirements from email and collaboration tool expected like Digital Signature, encryption of emails, SSO Integration, chat services etc. along with necessary security measures like antispam, antivirus, antimalware, etc. The email solution need to be integrated with ERP and E-office applications proposed. The email solution and collaboration tool should comply

with GoI guidelines: "E-mail Policy Of Government of India". The detailed specification is mentioned in Section – 11.2

## 2.3 INTEGRATION REQUIREMENTS

The successful selected system integrator is expected to propose a new solution in line with the functional requirements as specified in this document. But, there are several modules; (independently developed by other developers) which will have to be integrated with the proposed solution to be developed by the selected system integrator. Basic details of these applications are provided below. Selected system integrator may request SMC officials to inquire any further details about these existing applications.

During project preparation and business blueprint stage, system integrator is required to study the requirement of the modules and propose an approach on the type and level of integration of the existing module with the proposed solution. Necessary integration shall have to be undertaken by the SI.

#	Existing Applications	Indicative Integration Req.
1	Health Card and Medical Allowance	Finance, Payroll
2	Credit Society	Finance, Payroll
3	SMIMER College Stipend Payroll	Finance, Payroll
4	SMC website, mobile app, epay services	Finance
5	Property Tax, Profession Tax, Vehicle Tax, etc.	Finance
6	Water Utility Billing	Finance
7	Shops & Establishment License	Finance
8	Birth & Death Registration, Marriage Registration	Finance
9	EWS EMI Mobile App – EMI calculation for lottery allotted houses	Finance
10	Email Gateway, SMS gateway, Payment Gateway, Aadhar authentication API, digital signature	All relevant modules
11	Night round - An application for survey	All relevant modules
12	Aawas: Housing - flat allocation to beneficiaries and EMI recovery	Finance
13	Community hall booking system, Online hall booking, offline hall booking	Finance
14	Dashboard- summarized data of PTax, prof-tax, VBDC displaying system	Finance
15	Encroachment management system	All relevant modules
16	Food License System (Central Govt system used)	All relevant modules

#	Existing Applications	Indicative Integration Req.
17	Hospital Management system, SMIMER hospital and health centres (Central Medical store will use ERP inventory management system)	Finance, Inventory
18	SMAC - Command Center software & KPI analysis	All relevant modules
19	Water Quality Surveillance activities	All relevant modules
20	Building permission system	All relevant modules
21	Online Library Management	Finance, Inventory
22	GIS system – iGIS with details of properties, water connection, assets	All relevant modules and Water Utility, Asset management, Project management
23	MIS Reports	Entire solution
24	Web Feedback System, MySurat website, Social Media Analytics tools	All relevant modules
25	Society registration (SMC Web)	Finance
26	Mayor's Fund & Corporator's Grant Management	Finance, Grants Management
27	Intelligent Transport Management system	Finance
28	Fleet Management and vehicle tracking system	Finance
29	Surat Money Smart card	All relevant modules
30	Biometric Attendance system	HR & Payroll
31	Solid Waste Management system	Finance
32	Urban Health Center	Finance, Complaint Redressal
33	Smart Anganwadi	Finance, Inventory, Complaint Redressal
34	Property Tax assessment application	Customer Services: property Tax
35	Bank Interfaces	All relevant modules
36	Smart Education	Inventory
37	Smart Financial management	Finance
38	Sitilink Applications	Inventory, Finance
39	Death, Birth & Marriage Registration	Revenue Management/ Finance, CRM
40	Parking Management System	Finance, Inventory

## 2.4 ERP INFRASTRUCTURE REQUIREMENTS

SI is responsible to size and propose the IT infrastructure required for smooth functioning of the entire solution as per OEM guidelines and standard industry practice. SI has to supply, install, commission and manage/maintain the IT Infrastructure components such as Servers, Databases, Storage Solution, Backup Software, Antivirus/security software and other supporting IT components as required at the Data Centre and DR Site as part of the bid. The Data Centre

(DC) to host the racks, server, storage and other solution components as part of solution under this RFP will be provided by SMC. The cloud based DR site to be completely managed and maintained by bidder.

The System Integrator has to procure the materials and equipment as required and given as part of the System Integrator's response. However, it should be noted that the System Integrator has to procure all necessary equipment to run the solution as per the requirement of the RFP documents including the SLA. In case, it is identified that certain components are required but not quoted by the Supplier, the SI will procure and commission the same without any financial implications. The System Integrator shall note that the specification provided is the minimum requirement and the System Integrator shall procure better equipment if it is required to meet the service levels mentioned in the RFP.

SMC/SSCDL reserves the right to ask the bidder to supply only part of the hardware quoted and procure the rest of it separately by itself. The payments schedule will be adjusted accordingly.

#### 2.4.1 Key Aspects to be considered

- a) The solution should be highly scalable and capable of delivering high performance as and when transaction volumes/ users increases without compromising on the response time.
- b) All components of the IT Infrastructure should be based on standards to avoid compatibility issues.
- c) The IT Infrastructure should have ability to withstand all single point of failure.
- d) The IT Infrastructure should support auto-switching to available server in case of server failure.
- e) It should be possible to configure data replication synchronously or asynchronously.
- f) The solution proposed should include servers with latest CPU architecture offered by the hardware provider.
- g) All the hardware shall be new and procured for this project. The ownership of hardware shall be transferred to SMC/SSCDL on commissioning of hardware. However, SI will be fully responsible for maintaining these Assets during the contract period and will be fully accountable for the same.
- h) All the software used for SMC/SSCDL shall be licensed to SMC/SSCDL and will be the property of SMC/SSCDL. The licenses shall be perpetual.
- i) The hardware sizing proposed for hosting the ERP Core Modules and e-office/BPM modules shall have to be certified by the authorized person of the respective OEM either on OEM's letter head or on SI's letter head with OEM's stamp and signature.

#### 2.4.2 Key Activities and Deliverables

The SI is responsible to supply, configure and manage the IT infrastructure under this project. All necessary activities in this regard shall be the responsibility of the SI during the implementation and post-implementation period. Operations and Maintenance of IT infrastructure shall include a range of services related to the operation & maintenance of the IT infrastructure.

Following is the indicative list of activities to be performed:

- a) The System Integrator shall be responsible for end-to-end implementation and shall quote and provide/supply any items not included in the bill of material but required for commissioning of the application and meet the requirements of the RFP/Contract. SMC/SSCDL shall not pay for any of the equipment not quoted in the bid but are required for successful completion of the project. However, the same has to be supplied by the System Integrator without any additional fees.
- b) The bidder shall propose hardware such that at any point in time during the contract period, the resource utilization does not go beyond the levels defined below during 9 A.M. to 7 P.M.
  - the average CPU utilization should not exceed 70% for more than 15 minutes in a single stretch
  - the average memory utilization should not exceed 70% for more than 15 minutes in a single stretch
  - the average Disk utilization should not exceed 70% for more than 15 minutes in a single stretch
  - In case of breach of above, the bidder will be required to optimize the solution else the additional hardware has to be provided by the successful bidder to ensure the performance within the indicated levels, at no further cost.
- c) The SI shall be required to carry out preventive and corrective maintenance of all hardware supplied including replacement of defective parts, installation and configuration of OS and other tools during warranty period. The SI will ensure maximum uptime of the solution.
- d) The SI shall be required to repair the faulty component/equipment at the earliest or within the problem resolution time. However if any component/equipment gives continuous trouble, the SI shall replace the same with the new compatible component/equipment of the same or higher configuration without any additional cost to SMC/SSCDL.
- e) The SI must integrate hardware and software components along with rest of the IT Infrastructure at SMC to make the system integrated and fully functional.
- f) Necessary installation/reinstallation, configuration and implementation support to be provided by SI.
- g) The solution will be used to run business critical application and hence must be configured and tuned to give maximum output.
- h) In case if breakdown/ maintenance work is required to be carried out during non-working days/ hours, the SI shall attend the task(s) during this period at no extra payment.
- i) The System Integrator may be asked to supply all the installation material/ accessories/ consumables (e.g. screws, clamps, fasteners, ties anchors, supports, grounding strips, wires etc.) necessary for the installation and operation of the systems.
- j) The System Integrator has to prepare and submit a delivery report including details of components supplied. The delivery report will be validated by the identified SMC/SSCDL authorized person.
- k) None of the components and sub-components that are declared "End-of-sale" by the respective OEM in next two years as on date of submission of Bid shall be proposed.
- I) Development and maintenance of necessary APIs for integration with SMC website, mobile app or any other application.
- m) The server and other system software should be regularly patched/ updated. Major patching / update which requires system downtime has to be informed well in advance and should be undertaken only after SMC/SSCDL's confirmation.

- System Integrator should have a governance structure in place to report to SMC/SSCDL's team on daily, weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status in various formats like PDF, Excel etc.
- o) The System Integrator would also be responsible for the creation & maintenance of the directory server integrated with security modules like Authentication, Authorization & Auditing capabilities, Web single sign on, OTP management for critical components and the usage of Digital signature to ensure web based signage of documents. The system integrator would also ensure adequate data security mechanism in place by the usage of the database encryption and secured data back-up practice where in the data being backed up would be encrypted and password protected.
- p) Necessary network connectivity LAN/WAN will be provided by SMC/SSCDL. However, the SI will be responsible for network configuration and management of the IT infrastructure provided under this project.
- q) The System Integrator shall provide monitoring and management services during the contract period. The scope of the services shall include Monitoring, Administration and Management of the entire DC infrastructure together with other SMC/SSCDL's offices. The entire stack of monitoring and management services shall include the following:
  - Infrasructure Monitoring, Administration & Management Services
  - Database Administration & Management Services
  - Storage Administration & Management Services
  - Backup & Restore Services
  - Production Control and Job Scheduling
  - Security, Patch and antivirus management

#### 2.4.3 Monitoring, Administration & Management of IT infrastructure for ERP Solution

All the devices that will be installed in the Data Centre should be SNMP enabled and shall be centrally and remotely monitored and managed to ensure maximum uptime and optimum performance. The physical infrastructure management and maintenance services shall include but not limited to:

- a) Administration and Management of all physical and virtual environments. Bidder should provide skilled resources on all leading Operating Platforms
- b) Administration service to keep servers, storage and other IT infrastructure stable, reliable and efficient.
- c) Proactive and reactive maintenance, repair and replacement of defective components (IT and Non-IT/ Hardware and Software). The cost for repair and replacement shall be borne by the System Integrator.
- d) The selected System Integrator shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met. To provide this service it is important for the selected System Integrator to have back to back arrangement with the OEMs.
- e) Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the selected System Integrator fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.

- f) The selected System Integrator shall also maintain records of all maintenance of the system and shall maintain a logbook on-site that may be inspected by SMC/SSCDL at any time.
- g) Regular analysis of events and logs and maintain the reports for future audit purposes.
- h) Periodic health check of the systems, troubleshooting problems, analysing and implementing rectification measures.
- i) Take appropriate steps to comply with the audit observations made by various internal/ external auditors.

Systems Administration Services performed by System Integrator shall ensure that SMC/SSCDL's IT Environment operates smoothly, securely and consistently. It also ensures Optimized use of IT resources. System Integrator shall ensure following Server Administration activities for SMC/SSCDL:

- a) Configuration of server, storage, networking & security component parameters, operating systems administration and tuning.
- b) Adequate hardening of the operating systems of the servers, storage & network equipment and security equipment to prevent known and unknown attacks.
- c) Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated.
- d) Re-installation in the event of system crash/failures.
- e) Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.
- f) Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures.
- g) Troubleshooting issues in the infrastructure, network and IT application to determine the areas where fixes are required and ensuring resolution of the same.
- h) Identification, diagnosis and resolution of problem areas pertaining to the DC/DR site infrastructure and application and maintenance of assured SLA levels.
- i) Implementation and maintenance of standard operating procedures for maintenance of the infrastructure based on SMC/SSCDL's policies.
- j) Management of the user names, roles and passwords of all the relevant subsystems, including, but not limited to servers, applications, storages etc.
- k) System administration activities shall include tasks including but not limited to setting up the IT assets, executing hardware and software updates when necessary. The indicative activities include
  - Configuring and apportioning storage space
  - Setting up of working e-mail accounts and mailing lists
  - Management and integration of databases
  - Implementing security on the Internet / Intranet
  - Performing periodic backup of data and automating reporting tasks
  - Executing hardware and software updates when necessary
- I) IT assets performance monitoring, fine-tuning, optimization & Problem Resolution
- m) Pro-active Disk management /Capacity planning
- n) IT assets Configuration changes
- o) Understanding Performance Bottlenecks and solving the issue proactively

- p) Log in ID administration (addition / modification / deletion / maintenance etc.)
- q) Perform file back-up/recovery as defined in the process
- r) Intrusion / Malware / Virus etc. detection and neutralization

## 2.4.4 Backup & restore and archival services

The indicative list of activities shall include:

- a) Backup of operating system, database and application as per stipulated policies at the DC/DR.
- b) Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- c) Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by User Departments or in case of upgrades and configuration changes to the system.
- d) Real-time monitoring, log maintenance and reporting of backup status on a regular basis and prompt problem resolution in case of failures in the backup processes.
- e) The backup practice should ensure the usage of concepts of GFS (Grandfather Father Son) backup scheme to ensure backup of every day, every week, every month & every year.
- f) The backup process should use incremental backup for all the days and a full back up at the end of the week. This would ensure faster backup & restoration without compromising on the availability of the backup data.
- g) The backup solution used should be able to integrate with the Virtual Tape Library to ensure faster backup & restoration process.
- h) Media management like tagging, logging, testing, etc.
- i) Policy driven archival of the data in the low cost storage box i.e. the Virtual tape library. These policies would be formulated as per the business needs of the process and would be finalized during the actual project implementation.
- j) Support for file and volume restoration as per the requirement.
- k) Document, maintain, update and execute SMC/SSCDL's approved file and back-up and recovery procedures.
- I) Conduct regular back-up and recovery procedures.
- m) Conduct routine monitoring and take corrective action.
- n) Verify availability of adequate storage space for processing.

#### 2.4.5 Storage, Administration & Management Services

The indicative list of activities shall include:

- a) Installation, configuration, monitoring and management of the storage system in accordance to the application requirement.
- b) Creation of required number of VLUNs to optimize the speed and storage of data. The VLUNs created would also ensure segregation of the data as per the application requirement. The VLUNs should be dynamically configurable for the space allocation.
- c) Management of storage environment to maintain performance at desired optimum levels.
- d) Development of storage management policy, configuration and management of disk array, SAN fabric / switches, virtual tape library, etc.
- e) Configuration of SAN shall include activities such as management of storage space, volume, RAID configuration, LUN, zone, security, business continuity volumes, performance, etc.

#### 2.4.6 Database administration and Management Services

The indicative list of activities shall include:

- a) Provide database administration services including performance monitoring, performance tuning/ optimization, predictive maintenance of table spaces, log files, etc. and also administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support.
- b) Monitoring, maintenance and tuning of the databases to meet performance standards, maximize efficiency and minimize outages, as necessary and proactively reviewing database logs and alert logs and taking appropriate actions.
- c) Suggest, Maintain and/or implement database backup procedures to recover from a database outage or corrupted databases within time frames specified in the Operations Manual.
- d) Promote the database changes into the production environment.
- e) Assist in problem determination and resolution of the same.
- f) End-to-end management of database on an ongoing basis to ensure smooth functioning of the same.
- g) Management of changes to database schema, disk space, storage, user roles.
- h) Conduct code and configuration reviews to provide tuning inputs to the State / User Department in order to improve the application performance or resolve bottlenecks if any.
- i) Performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
- j) Management of database upgrade or patch upgrade as and when required with minimal downtime.
- k) Regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required with appropriate permissions.

#### 2.4.7 Security Administration Services

The indicative list of activities shall include:

- a) Sever and application hardening to prevent attack from any known and unknown attacks.
- b) Root domain administration by creating the root and sub-domains and setting the root level security policies such as authentication mechanisms (single/multi factor), password policies such as password length, password complexity, password expiry, account lockout policy, certificate policies, etc.
- c) Maintaining an updated knowledge base of all the published security vulnerabilities and threats.
- d) Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
- e) Respond to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.
- f) Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 27001, BS 7799 and BS 15000, ISO 20000 guidelines
- g) Operating system hardening through appropriate configuration and patch updates.
- h) Periodic reviews of domain level rights and privileges.

## 2.4.8 Production Control and Job Scheduling

System Integrator will maintain production schedules and cooperate with SMC/SSCDL in responding to special processing requests and new processing requirements. System Integrator will be responsible for:

- a) Prioritize and schedule batch jobs and report
- b) Obtain SMC/SSCDL approval for major production control schedules and distribute before implementation
- c) Coordinate and modify schedules for special requests

#### 2.4.9 Warranty and ATS

System Integrator shall provide warranty, ATS, and maintain the IT infrastructure and software infrastructure for the entire solution provided to SMC/SSCDL. System Integrator shall provide the comprehensive manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by this bidding document. System Integrator must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this bidding document against any manufacturing defects during the warranty period.

- a) Hardware Warranty: 24x7 on-site comprehensive warranty with parts (Back-to-back from OEM) for 4 years post Hypercare.
- b) Software ATS: The ATS services from the date of completion of Warranty on all the licensed software (IT product, associated software components, database, operating systems, etc.) provided by the System Integrator for 4 years. The payment for ATS will be as per the license procurement schedule and the ATS rate should be valid till the completion contract period.
- c) System Integrator shall, for this purpose, stock sufficient spares for rendering service and meeting SLA.
- d) No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.
- e) During the implementation period and warranty period System Integrator shall perform all the functions as enunciated under the RFP at no extra cost to SMC/SSCDL.
- f) The support for planning, optimization and tuning of hardware and software after commissioning, whenever needed during the contract period shall be provided by System Integrator at no extra cost to SMC/SSCDL.
- g) Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months or six times in a period of less than twelve months, it shall be replaced by equivalent or higherlevel new equipment by the System Integrator at no cost to SMC/SSCDL. For any delay in making available the replacement and repaired equipment for inspection, delivery of equipment or for commissioning of the systems SMC/SSCDL reserves the right to charge a penalty.
- h) Warranty should not become void, if SMC/SSCDL buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the System Integrator. However, the warranty will not apply to such supplemental hardware items installed
- i) The System Integrator shall carry out Preventive Maintenance (PM).

- j) The System Integrator shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- k) System Integrator shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
- I) Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).
- m) The System Integrator shall develop and maintain a database of IT inventory to include the registered hardware warranties.

## 2.5 OEM ALIGNED AND APPROVED IMPLEMENTATION STRATEGY

SI to use proven implementation strategy aligned to OEM latest implementation strategy and should include following indicative stages as below.

- 2.5.1 Project Preparation
- 2.5.2 Business Blueprint
- 2.5.3 Realisation
- 2.5.4 Final Preparation
- 2.5.5 Go-Live and Hypercare Support
- 2.5.6 Release Management
- 2.5.7 Capacity Building & Training
- 2.5.8 Additional OEM obligations during implementation
- 2.5.9 Certification

The indicative list of key deliverables for each project phases are listed below.

#### 2.5.1 Project Preparation

	Key Activities		Key Deliverables
a)	Determine project team	a)	Project Plan Baseline
b)	On boarding of System Integrator resources	b)	Resource deployment plan
c)	Agreement on detailed project plan with defined WBS and	c)	Technical requirement plan
	assigned named resources to each WBS	d)	Project templates &
d)	Detail dependencies, project milestones and delivery		standards
	schedules	e)	Project charter document
e)	Installation of development system environment	f)	Training plan
f)	Setup of sandbox system environment	g)	Test Plan
g)	Prepare the data migration/conversion plan	h)	Communication Matrix and
h)	Prepare for business blueprinting workshops with		Project structure
	department spoc	i)	Configuration Management
i)	Prepare and finalize Test Strategy, Training strategy		Plan
j)	Set ground rules of project operations	j)	Risk Register
k)	The project manager should also prepare a detailed		
	register of project related risks with details such as		
	probability of occurrence of the risk factor, severity of the		
	risk factor, risk rating, risk mitigation plan, etc.		

Selected SI should hold weekly review meetings with SMC providing detailed report on the progress of the project (project progress report) clearly highlighting the activities completed in the reporting period, activities planned for the next reporting period, deviations from the planned dates, issues / concerns affecting the project progress, impact on the overall project timelines, project related risks with their mitigation plans.

Selected SI should monitor the quality of the solution being developed in line with the project quality plan. SI's project manager should periodically review the performance of the project against defined quality goals and take necessary actions for any deviations.

SI to plan and use necessary test automation tools capable of defining test scope, creation of test cases, uploading test scripts, running the test, tracking the test completion rate, defect tracking and restoration, linking of test defects and dependencies, regression testing and performance testing. The ERP testing shall at least include Unit Testing, System Integration Testing, Performance Testing, User Acceptance Testing (UAT), etc. No separate charges will be paid for the same.

#### 2.5.2 Business Blueprint

	Key Activities		Key Deliverables				
a)	Detailed assessment of the functional requirements for	a)	AS IS process documents				
	the services described in the RFP	b)	Business process master list				
b)	Conduct Requirement workshops and focussed interviews	c)	System Requirement				
	of user groups through structured questionnaire		specification document				
c)	Verify business processes flow diagrams (level 1 & 2) and		covering: Functional				
	details wherever available with SMC and prepare the same		requirement specification				
	if missing		with test cases, Technical				
d)	Come up with high level design mapping the solution		requirement specification				
	modules to various business processes	d)	High Level design document				
e)	Detailed study of business processes (level 3 & 4),	e)	TO-BE Business process				
	Business process redesign for current processes to fit to		document aligned to ERP				
	selected best practices of product being implemented	f)	Organization structure				
f)	Detailed level design to include reports, interfaces,		definition document				
	enhancements, output forms	g)	Fit Gap Analysis document				
g)	Fit-Gap Analysis	h)	Final enterprise scope				
h)	Security Authorization design		document				
i)	Master Data Design	i)	Detailed Design Document				
j)	Data migration requirements and conversion	j)	Training Strategy document				
	requirements	k)	Testing strategy document				
k)	Integration plan	I)	Data migration strategy				
			document				
		m)	Data collection templates and				
			guidelines				
		n)	Authorization & security				
			design document				
		o)	Fully functional development				
			environment				

On gathering the requirements, selected system integrator shall analyze these requirements to ensure the requirements are complete, accurate, consistent, and unambiguous. Selected SI is also expected to visit the different office locations to understand the requirements of users at those locations.

SRS shall contain the objectives and scope of the system, overview, various levels of business requirements, architectural requirements, usability requirements, reliability requirements, audit trail, design constraints, sizing considerations, applicable standards, interfaces etc. User Role wise mapping to the various business functions with details regarding their access rights (insert /update / delete / view etc.) shall also be included in this document. Acceptance Criteria shall also be included explicitly promoting clear understanding with the end user about what the end user considers acceptable for the proposed solution and respective module.

The Selected system integrator as part of development of SRS shall develop a system prototype to capture and demonstrate the end user requirements in the form of screens and outputs. The prototype shall be enhanced continuously during the development of SRS. The prototype to also demonstrate how data migration activities will be carried out.

2.	5.3 Realisation		
	Key Activities		Key Deliverables
a)	Perform configurations	a)	Final configuration document
b)	Custom development post approval of technical and	b)	Signed Off UAT test scripts
	functional specifications	c)	Interface Design document
c)	Data conversion and preparation	d)	All technical objects
d)	Develop Unit, System, Integration, UAT, performance,		delivered with unit test sign
	business readiness check test plans and test scripts		off
e)	The selected system integrator shall design the traceability	e)	QA environment setup
	matrix, Test cases and conduct testing of various	f)	Power user training and
	components of the software developed/customized for		feedback
	the Project	g)	Test Reports
f)	QA test environment, Production environment and DR	h)	Identification of user groups
	setup		for end user trainings and
g)	Unit Testing, Functional Testing, Performance testing,		schedule the trainings as per
	Integration Testing		test plan
h)	Interface setup and testing		
i)	Realization phase sign off and approval to start UAT		

The selected SI should obtain the sign off on the design document before commencing the development /customization/installation of the solution.SI shall be responsible for ensuring the compliance of the end product to the requirements specified by SMC in this RFP.

The basic responsibility of testing the system lies with the selected system integrator. The SI shall after development and customization/configuration of the integrated solution, conduct tests to demonstrate that the system meets all the requirements (functional and technical) specifications as brought out in this RFP.

For achieving successful test results and managing test cycles in future releases, selected SI may propose and have to procure any test software required at no additional cost to the authority. SI to use and deploy its best practices and deploy any proprietary tools and accelerators with approval of the authority provided there are no negative impact on the system and no additional cost to SMC.

Change Management & Training: Training for all stakeholders of SMC including Core Team, End users etc. will be responsibility of SI. Activities such as documentation, training, simulation, conduct onsite workshops for process stakeholders and highlight the benefits of this new environment and gain stakeholder confidence will be required to be performed by SI.

#### 2.5.4 Final Preparation

	Key Activities		Key Deliverables
a)	Complete System Integration test	a)	System Integration test sign
b)	Complete performance test (stress and volume test)		off
c)	Prepare and conduct end user training	b)	Performance test sign off
d)	Complete user acceptance testing	c)	UAT test sign off
e)	Establish production system administration	d)	End User trainings and user
f)	Refine hypercare plan		manual
g)	Finalize master data cutover plan	e)	Master data and Transaction
h)	Master data migration validation and sign off		data migration and sign off
i)	Perform cutover to production system		
j)	Setup ITIL based processes, ITSSM tool, help desk/support		
	desk, for logging end user support issues and routing to		
	consultants for resolution		
k)	End User system/ device readiness		
I)	Final preparation phase sign off and approval for Go-Live		

The selected SI is not responsible for the digitization of the data currently available in manual form. But SI shall interact and discuss with SMC and its other stakeholders to finalize the migration of the data available in the databases of the existing IT systems to the new database implemented for the proposed project. Data migration will include Data cleansing and preparation, Extracting Master and Transactional data from legacy applications, transforming the data into the necessary format to load into Quality & Production servers, conversion of data from non-Unicode to Unicode wherever required, loading the data, Reconciliation of the data loaded, Management of the sign off from the business before and after data load.

For successful data migration, selected SI may have to procure any software which may be required for data migration at no additional cost to the authority.

All system integration test cases should have been passed and defects closed before presenting the system for UAT testing. The system is expected to be free from defects and meet all the functional and technical requirements to ensure UAT success and timely completion. The SI will coordinate with end users for UAT and will be responsible for signoff the UAT from the end users.

Load, scalability, and Stress Testing would be conducted prior to 'Go – Live', once the System Integration Testing of the configured and customized solution has been conducted successfully.

Selected system integrator should use suitable simulation tools in accordance with the agreed test procedures keeping in view SMC's projected future load of transactional users.

## 2.5.5 Go-Live and Hypercare Support

	Key Activities		Key D	eliverab	les	
a)	Business readiness check before handing over to end user	a)	End	User	Transa	action
b)	Provide Hypercare support		proces	sing rep	orts	
c)	Transition and takeover of support task by AMS team	b)	lssue	logs	and	RCA
			docum	nent for	issues i	raised
			post G	o-Live		
		c)	PGLS	team sig	gn off c	on KT
			receive	ed along	g with a	above
			two do	ocuments	5	

As part of different phases and key activities mentioned above, the SI is also expected to deploy the application software and other software required for successful implementation of integrated system at data centre of SMC. Necessary cloud based DR setup will be required to be done by successful bidder within 30 days post Go-Live. The database administration, server administration, security administration, user administration and tasks arising due to software version upgrade or hardware upgrade will be the responsibility of SI for the solution deployed as part of this project.

System Integrator is required to bring in automation tools for various functions like administration, monitoring etc. Bidder can propose its proprietary tools and best practices around the same which will be evaluated as their unique proposition of the bidder as part of technical proposal. The SI is expected to provide training to SMC project team on these software, tools, scripts, accelerators, and processes during different phases of the project as and when these are deployed.

#### 2.5.6 Release Management

All the changes approved as valid demands by Demand Management team will be classified as:

- a) Service request/minor enhancement: Effort < 40 hours
- b) Major Enhancements: Effort 40-180 hours
- c) Planned Projects: Effort >180 hours

All the minor enhancements can move to production system as service request following necessary approval from SMC from time to time. Major Enhancements and Planned Projects need to be aligned to a release. SMC intends to follow two Major releases per year along with three Just in Time releases only to cover TLS (Tax, Legal & Statutory) requirements and any urgent demand/requirement from SMC. However, in case of urgent requirement, the release will be done prior to above stated time line.

The Release and Deployment Management process "aims to plan, schedule and control the movement of releases to test and live environments".

The goals of release management include:

- a) Planning the rollout of software
- b) Designing and implementing procedures for the distribution and installation of changes to IT systems
- c) Effectively communicating and managing expectations of the customer during the planning and rollout of new releases
- d) Controlling the distribution and installation of changes to IT systems

Release management focuses on the protection of the live environment and its services through the use of formal procedures and checks. A Release consists of the new or changed software and/or hardware required to implement as a bundle.

Every even numbered release is recommended to include technical patch upgrade as well as enhancement pack upgrade to [latest patch level – 1] as on start of release alignment cutoff date. The upgrade process should be followed from the release 2 onward. Any associated cost of this upgrade and corresponding release management should be added as part of monthly support charges and no additional change request would be considered for the same during the contract period. The patch upgrade should be done with proper impact assessment, report on additional features and functional outcomes followed by approval from SMC.

In case of any upgrade in hardware, OS and database upgrade, selected SI has to migrate the solution to new version within the contract period. Same should also be aligned to a major release.

Each major release to go through all phases of implementation namely:

- a) Plan/ Scope Freeze
- b) Analyze
- c) Design
- d) Build/ Component Test
- e) Interface/ Integration Testing
- f) Role Creation & assignment (test Users)
- g) Product Test
- h) UAT
- i) Data Migration
- j) Regression Test
- k) Handover to support team
- l) Training
- m) Deployment
- n) Post Go-Live warranty/ Hypercare

Following Teams to constitute the overall Release Management Team performing the listed activities.

#### 2.5.6.1 Data Migration

- a) Data cleansing and preparation
- b) Extracting Master and Transactional data from legacy applications
- c) Transforming the data into the necessary format to load into Quality & Production servers
- d) Loading the data
- e) Reconciliation of the data loaded
- f) Management of the sign off from the business before and after data load

## 2.5.6.2 IT Deployment

- a) Technical rehearsal
- b) Technical Cutover (TCO): Transport of changes made during Release into production
- c) Manual configuration of changes in the production environment
- d) Legacy system Technical Cutover + manual configuration
- e) Integration test of Interfaces in pre-production
- f) Integration test of Interfaces in production
- g) Interface ramp-up in production

## 2.5.6.3 Business Deployment

Key Activities (For projects with Business process transformation)

- a) The Business Process Change Team will identify, agree, and communicate business process changes and freeze periods with departments.
- b) Identifying and implement actions and workarounds to ensure minimal business disruption before, during and after the Business Cutover with the departments.
- c) Communication to the business, customers & vendors explaining any changes they will encounter with how the department will carry out its business and how they will contact the support teams after go live will be made by the Change & Communications Team.
- d) The Training Team will ensure all necessary training is carried out to enable the business users to work successfully.
- e) Carrying out business readiness checks.
- f) Business acceptance and sign-off.
- g) Identifying and putting business contingency plans in place.

## 2.5.7 Capacity Building & Training

Selected system integrator should impart end user training to SMC designated users on solutions being rolled out to allow end users to effectively and efficiently use the application system to support business processes. Selected system integrator should provide solution specific training manual for the training sessions.

- a) Selected system integrator should impart training to different users as stipulated below on usage and implementation of the features of the proposed products. Selected system integrator should provide Training Manuals covering product features specific to SMC requirements.
- b) Selected system integrator should update the Training Manuals, procedures manual, Deployment/Installation guides etc. to reflect the latest changes to the solutions implemented.
- c) All training manuals shall be prepared in English and Gujarati.
- d) Selected system integrator should ensure necessary environment setup, data creation to conduct end user training.
- e) SMC shall provide the necessary infrastructure such as training classrooms to conduct the end user training.
- f) Based on the identified education and training needs, selected system integrator should derive efficient delivery mechanisms and trainers. Selected system integrator should appoint trainers and organize training sessions on a timely basis and ensure that the attendance and performance evaluations are recorded.
- g) Selected system integrator would be required to provide training videos/ computer based training (CBT) material to SMC which can be used for training and to be handed over to SMC for training its users from time to time.

- h) Performance of Selected system integrator during these trainings should be assessed based on the trainee feedback collected for each training course. Selected system integrator should design the trainee feedback template in consultation with SMC. Selected system integrator should provide, collect, and collate the trainee feedback and submit the Trainee Feedback Report to SMC. Individual trainee feedback should also be submitted as part of this report.
- i) The trainers imparting the training should be well versed in English and Gujarati language.
- j) Training shall also be provided for teaching the basic trouble shooting activities in case of problems.
- k) The location of the training sessions shall be decided by SMC after discussions with the selected system integrator.
- The Selected system integrator will design different training curriculum for employees at different Class. The training for Class 1 employees needs to be more business focused, training material for Class 2 is more functional and for Class 3 employees it needs to be more operational.
- m) Detailed training plan will need to be approved from SMC which should have training on Integrated solution, Core training, functional training, technical & administrator training for ISD department, UAT user training, End User training and refresher course.

#### 2.5.8 Additional OEM obligations during implementation

Bidder should ensure participation of OEM's representative of the software products procured as part of this RFP, who should mandatorily be present in SMC premises, in the Project review meeting (minimum 1 occurrences every two months) without extra cost to SMC during project implementation phase.

An important step in the acceptance procedure of each milestone is OEM validation of the proposed solution, which will require the system integrator to engage with and validate the solution from corresponding OEM as solution audit before every milestone completion to ensure that installation and configuration has been done in line with the guidelines and according to the best practices by the OEM. The bidder shall provide SMC with the OEM's certification clearly certifying the same for different components thus proposed. It will be bidder's obligation to get this validation and bidder should factor in the necessary cost in its price proposal. Authority will not entertain any changes in price proposal regarding this at a later stage.

**Professional support from OEM**: It is expected that the system integrator has all necessary experience as authorized implementation partner of the OEM. The System Integrator is expected to have back to back support arrangements with OEM to provide technical support.

In case bidder is unable to resolve any critical issue or fulfil requirement, bidder may engage with OEM to bring in their Professional Consulting support and technical support during the engagement at its own cost. Any such engagement should be done with prior information to SMC. There would be no obligation to SMC/ SSCDL to pay for this support and the price proposal should not include the cost of such consultation.

#### 2.5.9 Certification

The bidder to get the implemented solution ISO 27001 certified by STQC / STQC empaneled agency within six months of Go-Live & need to get recertification after two years of the first certification.

The vendor is expected to undertake continuity measures for smooth functioning of the system, risk management plan for the continuity of services, data backup policy and business continuity plan during the execution of the entire project. The cost of the certification has to be borne by the bidder.

## 2.6 POST IMPLEMENTATION SUPPORT AND MAINTENANCE

The following section describes post go live support requirements, service management and support requirements and enduring support requirements.

#### 2.6.1 Post Go-Live Support

As part of the delivery of the solution it is expected that the Bidder shall provide Post Go Live Support ("PGLS") for the solution till the completion of total contract period. The Post Go Live Support ("PGLS") will start after completion of 3 months of Hypercare Support after Go Live.

The PGLS will run once the Solution is live till the end of the contract period. The Bidder shall provide appropriate levels of on-site and off-site support as necessary. The Bidder's PGLS team shall be responsible for the continued delivery of stable systems, development, and operational support.

This includes a preventive maintenance programme, managing releases, monitoring and system health checks and incident management. It is expected that out of business hours support will be provided as needed.

Support of the system is key to establishing system and process stability following the deployment. Over and above the technical support required in this period, it is expected that support efforts shall target improving end-user familiarization with new applications and processes to enhance adoption and aid transition of new processes to a business-as-usual status.

**Minimum Required onsite support:** The bidder is required to provide the dedicated onsite team as per the below mentioned table during the support. **Necessary backend support must be extended to the onsite team so as to achieve the SLAs and KPIs defined in RFP**. If required, the selected bidder will be required to change the mix of the onsite support team based on the requirement of SMC. Critical activities like Database Management & Maintenance, System Administration, etc. must be properly performed to ensure optimum performance and maximum uptime and if required necessary onsite competent resource should be made available from time to time over and above the minimum required onsite resources without any additional cost.

Project Manager will be the SPOC for SMC, who intern will coordinate with onsite and offsite team members.

#	Personnel	During 4 years post Hypercare Support
1	Project Manager	1
2	Functional Consultants	
2.1	Finance	7
2.2	HR & Payroll	
2.3	Procurement & Material Management	
2.4	E-office application	3
3	Application Developers (ERP)	3
4	Application Developer (e-Office/BPM/DMS)	1
5	Helpdesk Support Engineer	1
	Total	16

The primary responsibility of the onsite team will be the enhancement/ development which will include Service request/minor enhancement, Major Enhancements and Planned Project. This team will coordinate with the support team for timely and proper resolution of incidents. The team will ensure the continuous delivery of support and change requirements including minor/major enhancements and projects.

SMC estimates upto 1200 hours / month demands of Major Enhancement and Planned Projects during the support period and the bidder will be responsible for delivery of the same. These hours will not be carried forward to next quarter if not utilized. Any Other Major Enhancement / Planned Project over and above this limit shall be paid to the bidder on the basis of blended man month rate quoted by SI in the Appendix 1. The service requests shall be catered by the bidder based on the requirements of SMC.

SMC envisages that development & delivery of Major Enhancements and Planned Projects shall not be limited to onsite consultants and bidder shall provide optimum skilled consultants, Onsite and Off-shore, to cater demand throughout the contract period.

The purpose of the PGLS period is to accelerate business stabilization and aimed to achieve following possible objectives:

- a) To measure, and communicate, how performance is stabilizing against expectations;
- b) To inform decision making about how performance issues should be resolved;
- c) To prioritize and coordinate efforts to where they will have the most impact;
- d) To monitor the impact of any changes until stabilization is achieved;
- e) To help determine when the solution is able to transition to the enduring support model;
- f) The PGLS team should have flexibility to scale up/down;
- g) To ensure timely resolution of incidents;
- h) When incidents occur, to restore normal service as quickly as possible to minimize business impact;
- i) To ensure that incidents and service requests are processed consistently and that none are lost;
- j) To direct support resources where most required;

k) To provide information that allows support processes to be optimized, the number of incidents to be reduced, and management planning to be carried out.

After Go Live, system integrator shall provide 3 months Hyper Care Support followed by support. Necessary transition needs to be taken care by the bidder during these hand over from implementation team to support team. Warranty support for the solution will be provided for the 3 months Hyper Care Support period or until all defects in the Solution for which the Bidder shall be responsible are resolved, whichever is longer.

Defects include those that were known prior to Go-Live and any new defects that materialize in operation during Warranty period.

A defect can only be resolved if:

- a) Test passes
- b) A valid workaround is approved by SMC/SSCDL
- c) Alternate resolution is approved by SMC/SSCDL

A Warranty Defect can be defined as: any defects in the technical performance or functionality of any aspect of the Solution when assessed by reference to the Acceptance Criteria which are identified or known on the date of Acceptance or which arise during the Warranty Period.

The Bidder shall work to ensure that all defects and issues are resolved in line with agreed processes and procedures.

#### 2.6.2 Service Transition

Each transition phase should be supported and tracked by a clearly defined and agreed Transition Plan. The transition plan should outline who the current owner is, the future owner will be, key stake holders and the date of the transition and measure the progress of the transition based on agreed handover criteria. This pertains to transition between implementation team and support team.

#### 2.6.3 Service Management Support Process

As part of the scope, the bidder is expected to provide Level-1, Level-2 and Level-3 support during the contract period.

It is envisaged that as part of the engagement, the SI will setup IT help desk/Service Desk, which will log tickets for issues noticed in the solution by the end users/citizens/others. The Service Desk is basically responsible for the Acceptance, Classification and also handling of request. The selected vendor must follow ITIL/ ISO 20000 service request management process for duration of the contract.

The Bidder needs to provide a centralized Service team which will be responsible for:

- a) the diagnosis and repair required to close the problem;
- b) documenting all actions in the call record/ ticket logs;
- c) performing root cause analysis, as required;
- d) working with other vendors, as appropriate, to attempt to resolve problems;
- e) making recommendations for process and tool improvements; and
- f) contacting other support groups or organizations, as required.

Based on the ticket analysis, necessary support will be extended by the bidder for the resolution of the same. Level 2 and Level 3 Support consists of deep level support to be provided by specialists.

It is expected that system integrator will implement an IT Service Support Management (ITSSM) tool that have sales and support in India, which will be used by support desk, SMC ISD, IT vendors including ERP SI for IT service management/ ticket handling/ KPI and SLA monitoring across SMC and SSCDL. ITSSM tool should be configured without HA at DC.

The backup of the same should be stored at DR on a periodic basis. The tool should support integration with ERP system and provide necessary reporting and dashboard capabilities by vendor or by contract.

The bidder needs to provide the support and services during the contract period as per the standard ITIL processes. The Support teams to follow all the ITIL processes namely

- a) Incident Management,
- b) Service Management
- c) Problem Management
- d) Change Management
- e) Release Management

All the changes approved as valid demands by SMC which involve below two categories will be aligned to a release:

- a) Major Enhancements: Effort 40-180 hours
- b) Planned Projects: Effort >180 hours

All the minor enhancements can move to production system as service request following necessary approval from SMC from time to time. Major Enhancements and Planned Projects need to be aligned to a release. SMC intends to follow two Major releases per year along with three Just in Time releases only to cover TLS (Tax, Legal & Statutory) requirements and any urgent demand/requirement from SMC. However, if required the said activity will have to be performed prior to above stated time line and decision of SMC will be final in this regard.

#### 2.7 DELIVERABLES & PAYMENT

#### 2.7.1 Timelines & Deliverables

The following is an indicative list of deliverables and milestones for the Bidder, assuming that the engagement starts at time T (Signing of LOA/ Issuance of Work Order + 30 Days). The bidder is required to clearly indicate the time schedule in the proposal. The development process will be reviewed regularly as per the time schedule.

The implementation phase must be completed in (T + 425) days and post implementation support of 4 years ("Post Go Live Support") will start on completion of Hypercare.

#### 2.7.2 Project phases and deliverables

#### 2.7.2.1 Application Implementation Milestones

Milestone #	Project Phase	Exit Criteria	Time Limit (in days)
Milestone 0	Initiation& Team	Project Kickoff at project site with all	T+30

Milestone #	Project Phase	Exit Criteria	Time Limit (in days)
	mobilization	key personnel and other resources as per resource deployment plan.	
Milestone 1	Project Preparation	All deliverables signoff as per section 2.5.1	T+75
Milestone 2	Business Blueprint	All deliverables signoff as per section 2.5.2	T+180
Milestone 3	Realisation	All deliverables signoff as per section 2.5.3	T+440
Milestone 4	Final Preparation	All deliverables signoff as per section 2.5.4	T+515
Milestone 5	Go Live	Solution Go Live & Deployment Document	T+515
Milestone 6	Hyper-Care & Transition to Support team	All deliverables signoff as per section 2.5.5	T + 605

#### 2.7.2.2 Hardware Installation & Commissioning Milestones

Milestone #	Project Phase	Deliverables	Timeline (in days)
Milestone 1	Initial Hardware for Development Environment	Delivery, installation and commissioning of Hardware for development system environment and sandbox system environment	T + 60
Milestone 2	Final Hardware for DC	Delivery, installation and commissioning of complete hardware as per the scope	Within 45 days of Milestone 3 Completion
Milestone 3	Cloud based DR Setup	Configuration and commissioning of the cloud based DR setup	Within 30 days of Milestone 6

Note:

- 1. UAT would be iterative in nature, the Bidder is expected to incorporate the changes in solution post UATs as per SMC feedback.
- 2. Hypercare deliverable will include closing of all issues reported with Go-Live along with minor enhancements arising due to those defects.
- 3. The payment for Initial Hardware for Development Environment will be subject to the requirement and utilization for the Milestone-1," Initial Hardware for Development Environment" above.

#### 2.7.3 Payment Schedule or payment terms during implementation

#### 2.7.3.1 Payment schedule for license cost:

SMC will purchase only subset of product licenses during the implementation phase and residual quantities at the time of UAT/Go-live. SMC will purchase necessary licenses required for development of respective modules along with 15 numbers of transactional user licenses at the

time starting of implementation. Other transaction user license will be purchased at the time of UAT/Go-live of the project. The quantity of such licenses will be decided with mutual agreement however, the decision of SMC will be final in this regard. The license rates will be valid upto 1 year from the successful completion of Milestone-6 defined above.

- 1. Payment of 90% of license cost will be on respective product license supply
- 2. Payment of 5% on respective product installation certified by SI on completeness, validity and correctness of the product installed or within 30 days of license supply whichever is earlier
- 3. 5% after Go-Live signoff

## 2.7.3.2 SI Implementation cost

All Key Deliverables mentioned in section 2.4 & 2.5 need to be signed off by SMC/ SSCDL and will be prerequisite for completion of the milestone. All the deliverables need to be submitted along with signoff report in hard copy. SMC/ SSCDL will provide sign-off as quickly as possible with maximum time of 20 working days after any queries raised are resolved by the bidder satisfactorily.

Completion of Milestone #	Payment (in Percentage)
Milestone 0	10 %
Milestone 1	10 %
Milestone 2	15%
Milestone 3	20%
Milestone 4 & Milestone 5	25%
Milestone 6	10%
Total	90%

Note:

- 1. The remaining 10% of the implementation cost will be split in to four equal parts of 2.5% each and the same will be paid post successful completion of hypercare period on a quarterly basis.
- 2. This % implies the percentage of total implementation cost as specified by the vendor.
- 3. Monthly Progress Reports/MIS to be submitted every month or as and when desired by SMC indicating the activities remaining/completed and progress as against the scheduled tasks / activities

## 2.7.3.3 Hardware Installation & Commissioning

The payment for the Hardware Installation & Commissioning will be made as per below:

#	Milestone	Payment as % of Hardware Cost
1.	Satisfactory delivery and acceptance of the hardware	65 %
2.	Satisfactory installation and commissioning of the hardware	15 %
3.	On successful Go-Live	12.5 %
4.	On successful completion of 1st year after Project "Go Live"	2.5 %
5.	On successful completion of 2nd year after Project "Go Live"	2.5 %
6.	On successful completion of 3rd year after Project "Go Live"	2.5 %

**Note**: During the development phase, the payment for the hardware will be paid only for the quantities that are used during this stage.

#### 2.7.4 Payment Schedule for Support, ATS and AMC

The payment for the support charges will be made on a quarterly basis based on SLAs in the Support phase. Payment for Annual Technical Support Charges, Cloud Based DR setup **(Idle DR)** and emailing solution will be made in advance on a yearly basis. The payment for the **Active DR** will be made on actual hours of utilization (on producing the supporting document from CSP) as per price quoted in the Commercial Bid.

#### 2.7.5 Payment Schedule for ISO 27001Certification

The payment for the ISO 27001 will be released to SI on submission of certificate from STQC / STQC empaneled agency.

## 2.8 **KPIS & SLA**

Service Level Agreement (SLA) shall become the part of Agreement between SSCDL and the Successful Bidder. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Levels requirements to ensure adherence to Project timelines, quality and availability of services.

The Successful Bidder (refer as System Integrator, SI) has to supply software/automated tools to monitor all the KPIs and SLAs under this project. The SI will provide daily/monthly reports for these parameters. (e.g. system non-availability, application planned and unplanned downtime, security breaches, number of incidents or defects raised/ resolved/pending etc. and other reports). The SI shall customize the reports as per the requirement of SMC/SSCDL

**Note**: Penalties shall not be levied on the Successful Bidder in the following cases:

- 1. There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder.
- 2. Damages due to any accident / mishap shall be considered as "beyond the control of Bidder".

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the System Integrator to SSCDL for the duration of this Agreement.

#### 2.8.1 Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on monthly basis. The monthly O&M cost shall be calculated as "Cost of that particular year / 12".

The SLA also specifies the penalties for lower performance and breach conditions. Payment to the SI is linked to the compliance with the SLA metrics.

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and audited by SMC/SSCDL or its appointed Consultant for accuracy and reliability.
SMC/SSCDL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters/ penalty. The SLAs defined, shall be reviewed by SMC/SSCDL on an annual basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by SSCDL after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages/ penalties, which are noticed after project has gone live.

#### 2.8.1.1 KPI for Delay in Delivery of Project Scope

#	Performance Area	KPI	Penalty
1	Delay in Delivery of Project scope	As per section 2.7	For delay of every week per milestone, a penalty of 1% of payment for corresponding/relevant milestone would be deducted, provided the delay is attributable to the vendor. The decision of SMC/SSCDL will be binding in this regard. Delay penalty at 0.2% per day of monthly support cost will be applicable for major and minor enhancement work during the support period as well

#### 2.8.1.2 Measurement of KPIs

#	Performance Indicator	Below Acceptable Levels	Frequency of Report	Area Catered to
FOR O	OVERALL SOLUTION			
1.	Service Uptime [Total minutes in a month – Planned downtime – Total down time(min) in a month]*100/[Total minutes in a month - Planned downtime]	<99% for components used for production environment <95% for components used for non-production environment	Monthly	System Monitoring
	X= [100-(uptime value)]/2	[components that are used commonly both production and non- production activity will be considered part of production infrastructure]		
2.	Average CPU Utilization	>70% for more than 15 minutes in a single stretch	Monthly	System Monitoring
3.	Disk Utilization	>70% for more than 15 minutes in a single stretch	Monthly	System Monitoring
4.	Memory Utilization	>70% for more than 15 minutes in a single	Monthly	System Monitoring

#	Performance Indicator	Below Acceptable Levels	Frequency of Report	Area Catered to
		stretch		
5.	Security Breach	>0	Monthly	System security
6.	Number of incident tickets raised per month*	<ul> <li>&gt; 300 first three months post Go-Live</li> <li>&gt; 200 beyond first three months post Go-Live</li> </ul>	Monthly	System Monitoring &Security
7.	Number of UAT defects	> 50	During UAT phase	Solution Efficacy
8.	Backlog count	>10%	Monthly	Solution Efficacy

#### 2.8.2 Monthly Penalty for Missed KPIs

Missed KPI would mean below acceptable levels defined above.

- 1. Penalty for missed KPIs (KPI at sr. 5 to 8) from for 1<sup>st</sup> instance in a particular month: No penalty
- 2. Penalty for missed KPIs (KPI at sr. 5 to 8) (up to 3) in a particular month: 5% deduction of relevant implementation milestone/monthly support cost
- 3. Penalty for missed KPIs (KPI at sr. 5 to 8) (up to 6)in a particular month: 10% deduction of relevant implementation milestone/monthly support cost
- 4. Penalty related to Service Uptime KPI will be as under:

#	Performance Area	SLA	Penalty
1	Service Availability (SA) for	>=99%	No penalty
	components used for production	<99% to	Penalty of 0.1% of purchase
	environment	>=98%	cost for that particular
			equipment during warranty or
	SA for month (%) =		0.5% of yearly AMC for that
	[Total minutes in a month –Planned		particular equipment
	downtime – Total down time(min) in a	<98 %	Penalty of X*0.1% of purchase
	month]*100/[ Total minutes in a month		cost for that particular
	- Planned network downtime]		equipment during warranty or
			X*0.5% of yearly AMC for that
	X= [100-(uptime value)]/2		particular equipment
2	Service Availability (SA)for	>=95%	No penalty
	components used for non-	<95% to	Penalty of 0.1% of purchase
	production environment	>=92.5%	cost for that particular
			equipment during warranty or
	SA for month (%) =		0.5% of yearly AMC for that
	[Total minutes in a month –Planned		particular equipment
	downtime – Total down time(min) in a	<92.5 %	Penalty of X*0.1% of purchase
	month]*100/[ Total minutes in a month		cost for that particular
	- Planned network downtime]		equipment during warranty or
			X*0.5% of yearly AMC for that
	X= [100-(uptime value)]/2		particular equipment

#	Performance Area	SLA	Penalty
3	Average CPU Utilization	1 instance	No penalty
	>70% for more than 15 minutes in a	2-5	Penalty of Rs. 5000 per incident
	single stretch	instances	
		> 5	Penalty of Rs. 10,000 per
		instances	incident
4	Disk Utilization	1 instance	No penalty
	>70% for more than 15 minutes in a	2-5	Penalty of Rs. 5000 per incident
	single stretch	instances	
		> 5	Penalty of Rs. 10,000 per
		instances	incident
5	Memory Utilization	1 instance	No penalty
	>70% for more than 15 minutes in a	2-5	Penalty of Rs. 5000 per incident
	single stretch	instances	
		> 5	Penalty of Rs. 10,000 per
		instances	incident
6	Security Breach	>=1	For every security breach
	Security of the overall solution is quite	instance	reported and proved, there shall
	important and Successful		be a penalty
	Bidder shall be required to ensure no		of INR 2,00,000/- or lead to
	compromise is done on the same.		termination of contract
	Security Breach types considered for		
	this SLA are-		
	• Availability of access of System or		
	data to any other user than those		
	authorized by SSCDL/SMC/End user		
	department and provided passwords		
	<ul> <li>Any incidence that violates security</li> </ul>		
	policy resulting in, unauthorised		
	access to system/data, denial of		
	service/disruption, etc.		
	<ul> <li>Hacking on by any unauthorized user</li> </ul>		
	or any other privacy rule is broken as		
	per Govt. of India guidelines		

#### **Measurement of KPIs**

No.	Performance Indicator	Measurement Methods	
1.	Service Availability	The proportion of the time the various applications were available to employees of SMC	
2.	Average CPU Utilization	Number of times CPU utilization breached acceptable limit	
3.	Disk Utilization	Number of times Disk utilization breached acceptable limit	

No.	Performance Indicator	Measurement Methods
4.	Memory Utilization	Number of times Memory utilization breached acceptable limit
5.	Security Breach	Number of security breach incidents received per month
6.	Number of incident tickets per month	Number of incidents received per month
7.	Number of UAT defects (Applicable for implementation phase only)	Number of UAT defects in overall solution
8.	Backlog count	Backlog is defined as number of open/aging tickets for more than 10 days of ticket logging.

#### 2.8.3 Support Service Level Agreements and Penalty

SLAs will be measured during the support phase and implementation phase as defined in the section 2.6.1

Severity levels are defined using two dimensions: impact and urgency

#### 1. Impact is classified into 4 categories:

- **Extensive**: Either no or extremely limited workaround is available requiring very intense incident support; Extremely inconvenient to the SMC/SSCDL OR >10% of users impacted by incident; More than one module is impacted
- Significant: Limited workaround available that requires intense level of incident support; very inconvenient to the SMC/SSCDL and high incident occurrence risk OR >5% &<=10% of users impacted by incident</li>
- **Moderate**: >2% &<=5% of users impacted by incident
- **Minor:** <=2% of users impacted by incident

#### 2. Urgency is classified into 4 categories:

- Critical: If not dealt with immediately the service will escalate many times over within a short time-period or Incident has Tax, Legal or Statutory impact
- High: If not dealt with in the very near future (within the half day) the service will escalate severely till solved
- Medium: If not dealt with in the near future (within 2 days) it will impede business/ IT processes
- Low: All others

Severity Levels (P1/P2/P3/P4) are decided based on these two dimensions through the following grid:

	Impact			
Urgency	Extensive	Significant	Moderate	Minor
Critical	P1	P1	P1	P1
High	P1	P2	P2	P2
Medium	P2	P2	P3	P4
Low	P3	P3	Р3	P4

Applications Support	Expected	Minimum	Measurement Window	Penalty (% of relevant implementation milestone/monthly support cost)
Incident Response Tim	e			
P1 Severity Level Incidents Responded within 15 mins	99.00%	95.00%	Monthly	0.5%
P2 Severity Level Incidents Responded within 30 mins	99.00%	95.00%	Monthly	0.5%
P3 Severity Level Incidents Responded within 90 mins	99.00%	95.00%	Monthly	0.5%
P4 Severity Level Incidents Responded within 120 mins	99.00%	95.00%	Monthly	0.5%
Applications Support	Expected	Maximum Resolution Time	Measurement Window	Penalty (% of Monthly support cost)
Incident Resolution Tir	ne			
P1 Severity Level Incidents Resolved as agreed	2 Hours	4 Hours	Monthly	1% (for every P1 incidents breaching SLA) beyond which 0.1% per hour per incident
P2 Severity Level Incidents Resolved as agreed	8 Hours	8 Hours	Monthly	1% (for three P2 incidents breaching SLA) beyond which 0.05% per hour per incident
P3 Severity Level Incidents Resolved as agreed	16 Hours	16 Hours	Monthly	0.5% (for five P3 incidents in a month) beyond which 0.02% per hour per incident
P4 Severity Level Incidents Resolved as agreed	32 Hours	32 Hours	Monthly	0.5% (for ten P4incidents in a month) beyond which 0.02% per hour per incident

The SLAs are subject to review and revision by SSCDL at regular intervals.

#### 2.8.4 SLA Change Process

The parties may amend this SLA by mutual agreement. Changes can be proposed by either party. The bidder representative may initiate an SLA review at least half yearly which is subject to approval from SCCDL.

The bidder representative will maintain and distribute current copies of the SLA document as directed by SSCDL. Additional copies of the current SLA will be available at all times to authorized parties.

#### 2.8.5 Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

#### 2.8.6 Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that SSCDL and Bidder's management are communicating at the appropriate levels.

- a) Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.
- b) Either SSCDL or bidder can initiate the procedure
- c) Escalation will be one level at a time

#### 2.8.7 Breach in supply of Onsite Manpower

- 1. The Selected Bidder must provide a dedicated team based in Surat to service the account of the SMC/SSCDL within 20 days from the date of award of contract. The bidder's team should arrange their own Laptops/Computers, software, etc. SSCDL would provide only space, electricity, and connectivity for operations. Vendor represents and warrants that its collection, access, use, storage, disposal, and disclosure of SSCDL's Information does and will comply with all applicable SMC's privacy and data protection laws, as well as all other applicable regulations and directives
- 2. The Authority expects all the Key Personnel as specified in the resource deployment plan in the Proposal to be available during the contract period. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Selected Bidder and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction and approval of the Authority with an overlap period of minimum 15 days at Selected Bidder cost.
- 3. The bidder shall try to depute the same key personnel at SMC/SSCDL as listed in the BoQ and CV submitted as per Form 1.10 in Section-9The bidder shall depute a person on its staff at SMC/SSCDL only after the person is interviewed/ screened using any selection procedure by SMC/SSCDL and/or its any representative(s) and the sanction for the same is given in writing. The bidder would also remove a person from its staff at SMC/SSCDL if instructed to do so by the SMC/SSCDL within one month and provide suitable replacement with minimum overlap of 15 days. All persons deputed shall be on the payroll of the Bidder's organization. All the staff proposed to be deployed at SSCDL/ SMC (as per form 1.10- Section-9) should be full time employees of the bidder's organization at the time of bid submission.

- 4. The person deployed for the project at SMC/SSCDL will inform about any leave of absence to SMC/SSCDL.
- 5. In case of personnel deputed at SMC/SSCDL by bidder as per the resource deployment plan or during support period is on a leave of absence for more than a week,
  - a) then a competent substitute, fully conversant with the processes at SMC/SSCDL will have to be provided by the bidder. Thus, the bidder is required to keep other personnel employed but not deputed at SMC/SSCDL so that the vacancy of the key personnel could be kept filled in.
  - b) if the substitute is not provided for more than 5 days than such leaves after fifth day will be considered as if a person is not deployed by the bidder and monetary deduction may be made accordingly.
- 6. The personnel of implementation team as during the implementation and post implementation period will observe the work-time of 8 hours per day, and follow SMC's calendar; but they may have to put in extra time whenever called for by SSCDL without any additional charges. The bidder shall make necessary arrangements during post implementation support to meet defined SLAs.
- 7. The leaves of key personnel as per the resource deployment plan should not affect the deliverables as per scheduled timelines.
- 8. Twelve leaves of absence per year will be admissible for each position; additional leaves would be liable to deductions.
- 9. A schedule of up to 12 festival/national holidays per year for the staff will have to be provided by the bidder and get it approved by SMC/SSCDL in advance for the entire year. For the current year the list is to be provided as soon as the contract comes into effect. Any change thereat will have to be effected only after prior permission of SMC/SSCDL.
- 10. In case of change in its team composition owing to attrition the bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with equally or more competent personnel.
- 11. The bidder shall ensure minimum team strength during the support period. Failure to deploy suitably qualified resources will lead to deductions to payable support charge on a prorate basis considering the total monthly support charge and total no. of resources required to be deployed.
- 12. Non-adherence to above clauses will be considered as Absence of employee. The bidder shall ensure minimum team strength as defined in RFP. Failure to deploy suitably qualified resources will lead to deductions as per below mentioned table. Additionally, penalty may be levied for delays and non-performance attributable to bidder organization or deployed staff.

#	Role	Deduction per resource/day		
1.	Project Manager	5000		
2.	Functional Consultants	3000		
3.	Application Developers	2000		
Note: There is NO CAPPING on the applicable deduction for non-availability of resources as per				
the above table.				

- 13. In case the minimum resources are not available, penalty will be charged over and above the deductions as specified above at the following rate for the respective positions
  - a) 25% of deduction amount as penalty for delay upto one month
  - b) 50% of the deduction amount as penalty for delay of more than one month upto two months
  - c) 100% of the deduction amount as penalty for delay of more than two months
  - d) This will be applied even for positions that fall vacant during the contract period and also for such period during which resource was not available due to leave of absence for more than 5 days and substitute is not provided.
- 14. The persons deployed by the bidder shall not claim nor shall be entitled to pay, perks, and other facilities admissible to casual, ad-hoc, regular/confirmed employees of SMC/SSCDL during the contract period or, after expiry of the contract.
- 15. The bidder's personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, administrative/organizational matters as all are confidential/secret in nature.
- 16. The bidder's personnel's working should be polite, cordial, positive and efficient, while handling the assigned work and his/her actions shall promote goodwill and enhance the image of SMC/SSCDL. The bidder shall be responsible for any act of indiscipline on the part of persons deployed.
- 17. The bidder shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. SMC/SSCDL shall, in no way, be responsible for settlement of such issues whatsoever.
- 18. The transportation, food, medical and other statutory requirements in respect of personnel of the service provider shall be the responsibility of the bidder.

#### 2.8.8 Other Penalty

- a) In case the overall support of the bidder to the SSDCL is not found sufficient or satisfactory, the same will also amount to failure and attract a penalty generally up to 10% of the consideration of Contract. The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory.
- b) In case the bidder fails to be compliant with SLAs and KPIs requirements at regular intervals repeatedly as mentioned above, penalty will be imposed generally up to 10% of the consideration of contract depending upon the nature of failure or the short-fall.
- c) In case a serious bug/ flaw/ error is found in a system or the system is not found working as intended/ satisfactorily/ properly due to the software developed then in that case,

generally a penalty of up to 10% of the consideration of contract will be imposed. The penalty will be proportionate to the delay in amending the bug / flaw / error, etc. after the date of report.

- d) In case the support of the bidder's staff to the SMC is not found sufficient or satisfactory, the same will also amount to failure and attract a penalty generally up to 10% of the consideration of Contract. The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory.
- e) In case of unavailability of the Application for the lack of proper configuration /administration / maintenance of the system by the bidder's staff at SMC, a direct penalty of 10% of the consideration of Contract will be imposed, charged.
- f) In case the bidder fails to deliver service as depicted in the scope of work, penalty will be imposed generally upto 10% of the consideration of contract depending upon the nature of failure or the short-fall.
- g) The cumulative value of penalties stated under the above clauses (a) to (f) could be upto 10% of the consideration of the contract. Before levy of this penalty, SSCDL/SMC shall issue the notice to SI and allow them the time to represent their justification/ resolution of any shortcomings. In case, the SI fails to provide the satisfactory justification / resolution within the time period, SSCDL/SMC shall levy the penalty.
- h) The decision of CEO/Chairman of SSCDL will be final and binding in case of the percentage of penalty to be applied, imposed in all the above cases to the bidder.
- i) In case of continued failure or short-falls from the established standard, the contract shall be terminated and no payments will be made nor will any damages be paid to the bidder besides forfeiting Security Deposit.

#### 2.8.9 Limitation of Liability

The SI's liability under shall be determined as per the Law in force for the time being. The SI shall be liable to the SMC/SSCDL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SI and its employees, including loss caused to SMC / SSCDL on account of defect in goods or deficiency in services on the part of SI or his agents or any person / persons claiming through or under said SI. However, such liability of SI shall not exceed the consideration of the contract.

This limitation of liability shall not limit the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm acting on behalf of the SI in carrying out the scope of work envisaged herein.

This limitation of liability shall not limit the SI's liability, if any, arising out of an action performed with a malafied intention/fraud by bidder or its personnel.

#### 2.8.10 Indemnity

The selected bidder agrees to indemnify and hold harmless SMC/SSCDL, its officers, employees and agents(each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- a) any mis-statement or any breach of any representation or warranty made by the Selected bidder or
- b) The failure by the selected bidder to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the selected bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created selected bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by selected bidder or its representative pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secretes under the laws of India (collectively, "Infringement Claims") or
- c) any compensation / claim or proceeding by any third party against SMC/SSCDL arising out of any act, deed or omission by the selected bidder or
- d) Claim filed by a workman or employee engaged by the selected bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- e) Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

#### 2.8.11 Third Party Claims

- a) Subject to Sub-clause (b) below, the Selected bidder (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b) The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
  - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
  - iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. selected bidder hereby indemnify & hold indemnified the SMC/SSCDL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- ix. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

## **B. INSTRUCTION TO BIDDERS**

## 3. GENERAL

#### 3.1 PURPOSE OF BID DOCUMENT

- a) The purpose of this tender is to select a System Integrator (SI) for ERP. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
- b) In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Prime Bidder") in response to this invitation. The term "Bidder" means the Sole Firm or the Prime Bidder, as the case may be.
- c) The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in this RFP document.
- d) The bidder shall be required to submit their bid in three parts
  - i. Pre-Qualification Bid (Basic Eligibility Criteria as per Section 6.1)
  - ii. Technical Bid (Technical Compliance in line with instructions in Section 6.2 & 11)
  - iii. Commercial Bid (in line with instructions in Section 10).

The Technical Bid along with EMD & Bid Fee in the name of "Surat Smart City Development Ltd." is to be submitted in hardcopy whereas the Price Bid is to be submitted online on <u>https://smc.nprocure.com</u>.

#### **3.2 PROPOSAL PREPARATION COST**

- a) The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SSCDL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) This Bid Document does not commit the SSCDL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of SSCDL/ SMC and may be returned at its sole discretion.

#### 3.3 BID AVAILABILITY & VALIDITY

Bid documents can be downloaded from the web site <u>https://smc.nprocure.com</u> upto the date and time mentioned in the Online RFP Notice "SSCDL-ERP-RFP-02-2020".

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the "Proposal Validity Period"). If required, Authority may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 3.6 in all respects.

#### 3.4 GOVERNING LAW AND JURISDICTION

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Surat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

# 3.5 AUTHORITY'S RIGHT TO ACCEPT AND REJECT ANY PROPOSALS OR ALL PROPOSALS

- a) Notwithstanding anything contained in this RFP, SSCDL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- b) Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

General rejection criteria

- i. Conditional Bids;
- ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
- iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iv. Bids received after the prescribed time & date for receipt of bids;
- v. Bids without signature of person (s) duly authorized on required pages of the bid;
- vi. Bids without power of attorney/ board resolution or its certified true copy.

Technical Rejection criteria

- i. Bidders not complying with the Eligibility Criteria given in this Tender document
- ii. Technical Bid containing commercial details;

- iii. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- iv. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;
- v. Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder;
- vi. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- vii. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender;

Commercial Rejection Criteria

- i. Incomplete price Bid;
- ii. Price Bids that do not conform to the Tender's price bid format;
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
- c) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then SSCDL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of SSCDL, including annulment of the Selection Process.
- d) If such disqualification/ rejection occurs after the Proposals have been opened and the Selected Bidder as per award criteria gets disqualified/ rejected, then the Authority reserves the right to consider the next best Preferred Bidder, or take any other measure as may be fit in the sole discretion of the Authority, including annulment of the Selection Process.

#### **3.6 BID FEE AND EARNEST MONEY DEPOSIT (EMD)**

- a) The bidder should pay non-refundable Bid Fee of Rs.20,160 [Rs. 18,000 + 12% GST] by Demand Draft or Banker's Cheque in favor of Surat Smart City Development Limited, from Nationalized or Scheduled Banks except Co-operative Banks, payable at Surat. The Bid fees shall be in the form of a Demand Draft / Banker's Cheque.
- b) GST Registration Number for SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL) is "24AAWCS9229G1ZR"

- c) The bidder should also pay EMD of Rs. 50, 00,000 (Fifty lakhs only) in favour of "Surat Smart City Development Limited" as per below:
  - i. 100% by Demand Draft / Banker's Cheque or
  - ii. 50% amount shall be in the form of Demand Draft / Banker's Cheque and 50% amount shall be in the form of Bank guarantee with validity of 180 days from the date of Bid opening. The same shall be drawn/ issued from any bank out of the approved bank (As per list at Appendix-3).
- d) The format for BG is enclosed in Form 1.15, The details of the SSCDL bank is as below :

Name of Beneficiary:	Surat Smart City Development Ltd
Name of Bank:	State Bank of India
Bank address:	Nanpura, Surat Branch
Bank Account No:	35661186460
IFSC CODE:	SBIN0001388
MICR CODE:	395002004
BRANCH CODE:	1388

- e) No interest will be payable by the SSCDL on the Earnest Money Deposit.
- f) In case bid is submitted without EMD or Bid fees as mentioned above then SSCDL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- g) The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
- h) The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof
- The decision of SSCDL regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
- j) The EMD may be forfeited under the following conditions:
  - i. If a Bidder submits a non-responsive Proposal;
  - ii. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice;
  - iii. If a Bidder withdraws its Proposal during the Proposal Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - iv. During the bid process, if any information found wrong / manipulated / hidden in the bid.
  - v. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee
  - vi. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization

#### 3.7 **DUE DILIGENCE**

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local conditions and any other matter considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to the Authority, and attending Pre-Bid meetings.

#### **3.8 ACKNOWLEDGEMENT BY BIDDER**

- a) It shall be deemed that by submitting the Bid, the Bidder has:
  - i. made a complete and careful examination of the RFP
  - ii. received all relevant information requested from the Authority;
  - iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority
  - iv. acknowledged that it does not have a Conflict of Interest
  - v. agreed to be bound by the undertakings provided by it under and in terms hereof.
- b) The Authority shall not be liable for any omission, mistake, or error in respect of or any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- c) No Bidder shall submit more than one Proposal pursuant to this RFP. If a Bidder submits or participates in more than one Proposal, such Proposals shall be disqualified.

#### 3.9 COST OF BIDDING

All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of the Bid and bidder's participation in the Bid Process, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Authority, will be borne entirely and exclusively by the bidder.

#### 3.10 CONSORTIUM CONDITIONS

- a) The number of consortium members cannot exceed two, including the Prime/Lead Bidder.
- b) A Bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.
- c) The lead bidder will be responsible for implementing COTS ERP along with its own man power (deployed man power for COTS ERP implementation must be on the payroll of lead bidder) deployed onsite for the implementation. If required the optimum mix of resources from both prime bidder and consortium partner (if any) can be used for the post Hyper Care support period for COTS ERP. In such cases, the project leader must be from the prime bidder to lead the entire team during the contract period. Consortium partner (if any) can also be used for implementing and support of peripheral products and productivity tools, provided they are authorized by respective OEM as implementation

partner for the same. Consortium partner can also be utilized for Gujarati language related dependencies and administrative tasks.

- d) Consortium members must provide a Memorandum of Understanding (MoU) showing their intention to enter into such an Agreement at the time of bidding along with bid.
- e) A Bidding Consortium is required to nominate a Prime Member. The formation of the consortium including identification of Prime member and role and responsibilities of each member shall be supported by Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of INR 300/-.
- f) The successful bidder (SI) shall require to enter into agreement with the Consortium Members (if any) specifying following points in the Agreement. These points shall also be captured in MoU
  - i. Identity Prime Member and Power of Attorney in favor of Prime Member.
  - ii. Roles and responsibilities of each consortium partner in line with RFP requirements, the identification of the lead partner, and providing for joint and several liability for each partner.
  - iii. All consortium members would be available throughout the Contract Period.
  - iv. Each member of the Consortium shall be jointly and severally liable for the due implementation, operation and maintenance of the Project.
  - v. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
  - vi. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority (SSCDL) only.
  - vii. The final contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by the SSCDL. SSCDL will suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the Tender in letter and spirit.
  - viii. The Agreement should be on stamp paper and notarized. The signatories must be duly authorized.
  - ix. Any Dispute arising during Contract Period between the Consortium Member shall be resolved amicably without adversely impacting Project Implementation and Operation. If in SSCDL's opinion, Dispute between Consortium members adversely impacting implementation and operation of the Project and fails to resolve such dispute within thirty days from the intimation of the issue by Authority, then Authority may its sole discretion in the interest of the Project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.
  - x. In case SSCDL Intends to proceed for Termination on account of SI Event of Defect and /or unresolved disputes between the Consortium Members, both the Consortium Members shall be jointly and severally liable for Implementation,

Operation and Maintenance of project at Agreed prices and payment terms specified in this Tender till Authority or any new agency appointed by it takes over the Project

xi. SSCDL reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Agreement

#### 3.11 SUB-CONTRACTING CONDITIONS

The Bidder is not allowed to sub-contract activities related to COTs ERP implementation and Enterprise Content Management (DMS and BPM). The bidder is allowed to Sub-contract below mentioned activities related to scope of this RFP.

No.	Description	Sub-Contracting permitted
1	DC and cloud based DR and Facility Management System	Yes
2	Email exchange & Collaboration Tool	Yes
3	ISO Audit	Yes
4	Helpdesk Support	Yes

- a) Prime Bidder to mention details of the sub-contracting scope proposed in the bid along with the name of the sub-contractor and activity assigned.
- b) Personnel deployed by sub-contractor through the Prime Bidder will be subject to clearance from SMC to ensure that the desired capability requirements are met.
- c) Any change in Sub-Contractor shall only be allowed with prior written approval of SMC/ SSCDL.
- d) Even if the specific scope of work is sub-contracted, the sole responsibility of the work shall lie with the prime bidder.
- e) The prime bidder shall be held responsible for any delay/error/noncompliance etc. of its sub-contracted vendor.
- f) The details of the sub-contracting along with copy of agreements between both the parties would be required to be submitted to SMC/ SSCDL.
- g) Overall proposed sub-contracting value shall not exceed 30% of the total project value defined in price bid.
- h) The sub-contract is permitted only if the proposed sub-contractor meets the minimum criteria specified in the RFP.
- i) The sub-contractor must meet the minimum criteria as specified in pre-qualification section 6.1.3.

#### 3.12 RIGHT TO AMENDMENT OF THE PROJECT SCOPE

a) SSCDL retains the right to amend the scope of work or amend the program for service delivery at any time and without assigning any reason. SSCDL makes no commitments,

express or implied, that the full scope of work as described in this RFP will be commissioned.

b) The bidder's technical and commercial proposals received in this process may result in SSCDL selecting to engage with the bidders' in further discussions and negotiations toward execution of a contract including finalization of the scope elements. The commencement of such negotiations does not, however, signify a commitment by the SSCDL to execute a contract or to continue negotiations. SSCDL may terminate negotiations at any time without assigning any reason.

#### 3.13 SSCDL RIGHTS TO TERMINATE THE SELECTION PROCESS

- a) SSCDL may terminate the RFP process at any time and without assigning any reason. SSCDL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by SSCDL.
- c) The bidder's participation in this process may result in SSCDL 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 the SSCDL to execute a contract or to continue negotiations. SSCDL may terminate negotiations at any time without assigning any reason.

### 4. PRE-BID QUERIES & CONFERENCE

#### 4.1 ONLINE PRE-BID QUERIES

- a) A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the following e-mail id **on or before 27.11.2020 up to 16:00 hrs.** Email Id for submission of queries: <u>it@suratsmartcity.com</u>
- b) The queries should necessarily be submitted in the following format:

	Request for Clarification			
		Contact Details of the Organization / Authorized Representative		
			Tel: Mobile: Fax: Email:	
Sr. No	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required	

c) Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be considered.

#### 4.2 PRE-BID MEETING

There will not be a physical pre-bid meeting for this RFP. Queries received in due course of time as per clause 4.1 will be reviewed and if required the Addenda and Corrigenda will be issued pursuant to the pre-bid queries and the same **will form the part of the original bid documents** and shall override any contradicting effects in the original bid document.

#### 4.3 AMENDMENT OF BIDDING DOCUMENTS

- a) At any time before the deadline for submission of bids, the SSCDL, 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.
- b) The bidders are advised to visit the <u>http://suratsmartcity.com/Tenders</u> and <u>https://smc.nprocure.com</u> on regular basis for checking necessary updates. SSCDL also reserves the rights to amend the dates mentioned in this RFP for bid process
- c) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the SSCDL may, at its discretion, extend the last date for the receipt of Bids.

#### 4.4 CONFLICT OF INTEREST

- a) A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether Bidder actions are influenced by considerations of your firm's interest at the cost of Government. Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified.
- b) SSCDL requires that the Bidder provides professional, objective, and impartial advice and at all times hold the SSCDL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work

### 5. PREPARATION AND SUBMISSION OF PROPOSALS

#### 5.1 LANGUAGE OF PROPOSAL

- a) The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and SMC, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- b) If any supporting documents submitted are in any language other than English, Notarized copy of the translation of the same in English language shall be submitted by the bidder.

#### 5.2 PROPOSAL CURRENCY

Prices shall be expressed in Indian Rupees only.

#### 5.3 FORMAT AND SIGNING OF PROPOSAL

a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.

The Bidder shall prepare and submit the Technical Bid (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) along with the EMD and Bid Fee *as per clause 5.4.* 

The Price Bid must be submitted online. In case, the Price Bid is submitted physically which leads to revelation of prices before the due date of opening of the Price Bid, the bid will be disqualified.

- b) The Technical Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, preferably in blue ink and the signature of the authorized signatory shall bind the Bidder to the contract. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. Each page of the Proposal must be numbered at the right-hand top corner.
- c) The Proposal must be properly signed by "the authorized signatory" of the Bidder to commit the bidder. In this regard, the copy of Board Resolution authorizing the signatory is to be attached OR power of attorney as per the "Form –1.2 A: Format for Power of Attorney for Signing of the Proposal" is to be submitted by the bidder. Such Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

# 5.4 PROPOSAL SUBMISSION FORMAT & SEALING AND MARKING OF PROPOSALS

#### PART-1: BID FEES AND EMD

a) The Bid Fee and EMD of the required value and in approved format as specified in clause3.6 shall be sealed separately in an envelope on which the following shall be super scribed:

#### "Envelope 1 – Bid Fee & EMD for RFP No.: "SSCDL-ERP-RFP-02-2020"

#### PART-2: TECHNICAL BID

a) The Technical Proposal shall be sealed separately in an envelope on which the following shall be super scribed:

#### "Envelope 2 – Technical Proposal for RFP No.: "SSCDL-ERP-RFP-02-2020"

The bidder shall submit all the relevant documents as mentioned in Section 6 including documents listed in Section 9 and Section 11 so as to ascertain the claims made. Following is the indicative list of documents that are to be submitted.

#### b) Checklist for documents - Technical Proposal

The bidder shall submit all the relevant documents so as to ascertain the claims made. Following is the indicative list of documents that are to be submitted.

#	Appendix	Particulars	Attached (Y/N)	Page No. of RFP Proposal
1	Section-9 Form -1.15 for	Bid Fee (100% DD/Banker's cheque) and EMD (50% by DD / Banker's Cheque& 50% in the		
2	EMD Section-9 Form -1.1	form of PBG as per Section-9 Form-1.15) Covering Letter signed by authorized signatory of Bidder. Constituent documents such as MOA, AOA, Certificate of Incorporation, GST Registration etc.		
3	Section-9 Form -1.2 A	Authorization of signatory in the form of Board Resolution or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the bidder), as applicable.		
4	Section-9 Form 1.2 B	Joint Bidding Agreement on Requisite Stamp Paper in case Bidder is a Consortium		
5	Section-9 Form -1.3	Particulars of the Bidders (in the formats given subsequently) by each consortium member		
6	Section-9 Form -1.4	Financial Capability statement by each consortium member		
7	Section-9 Form -1.5	Experience Statement along with client work order/ completion certificate for each project by relevant consortium member/sub-contractor if any.		
8	Section-9 Form -1.6	Project Execution Methodology		
9	Section-9 Form -1.7	Undertaking for information and document provided are true. All Consortium Member should provide this undertaking.		
10	Section-9 Form -1.8	Anti-Blacklisting Certificate in the format attached. All Consortium Member should provide Anti Blacklisting Certificate.		

#	Appendix	Particulars	Attached	Page No. of
			(Y/N)	<b>RFP</b> Proposal
11	Section-9	Non-Disclosure Agreement signed and submit		
	Form -1.9	to SSCDL		
12	Section-9	Curriculum Vitae of Proposed Team Members		
	Form -1.10	(Key Personnel)		
13	Section-9	Resource Deployment Plan		
	Form -1.11			
14	Section-9	Self-declarations from OEM		
	Form -1.12 (A, B,			
	C, D)			
15	Section-9	Infrastructure requirements from SMC		
	Form – 1.13	datacenter		
16	Section-9	Experience Statement BPM based E-office		
	Form – 1.16	applications implementation		
17	Section-9	MAF - Format for Authorization Letters from		
	Form-1.17	OEMs		
18	Section-9	Power of Attorney for Lead Member of		
	Form-1.18	Consortium		
19	Section-9	Details of proposed sub-contractor		
	Form-1.19			
20		Certificates and Self-certificates as requested in		
		section 6.1		
21		Bidder Compliances for components mentioned		
		in Section 11.2		
22		OEM Compliances for components mentioned		
		in Section 11.2		
23	Section 11.3	Unpriced Bill of Quantity (BoQ)		
24		Original RFP documents issued along with		
		addendums/amendments thereto, duly signed		
		by the Bidder through its authorized signatory		
		on all pages.		
25		Valid Solvency Certificate amounting minimum		
		20% of the consideration of the Contract from a		
		scheduled/nationalized bank.		
26		Technical Specification Sheet & Brochure of all		
		the proposed IT Infrastructure components		

The large envelope / outer envelope containing above envelopes must be sealed and super scribed and shall be sent as under

Details to be mentioned on sealed envelope			
	То,		
Tender Details	The Chief Accountant,		
Notice No.:SSCDL-ERP-RFP-02-2020	Surat Municipal Corporation,		
• Tender Name: Selection of System	Mahanagar Seva Sadan,		
Integrator for Implementation ERP For	Gordhandas Chokhawala Marg,		
Surat Municipal Corporation	Muglisara, Surat - 395 003,		
• Last date of Technical Bid Submission:	Gujarat, INDIA		
14.12.2020	-		

- a) The Bid must be sent strictly by <u>Postal Speed Post or Registered Post AD</u> only so as to reach on or before 14.12.2020 up to 18.00 hrs. Bids received in any other manner or mode (like courier, in person, etc.) will not be considered. SSCDL won't be responsible for postal delays.
- b) SSCDL will not accept submission of a proposal in any manner other than that specified in the document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.
- c) Each Bidder shall submit only one proposal containing documents as below. A bidder who submits more than one proposal under this contract will be disqualified
  - i. Original copy of the Bid fee & EMD
  - ii. Eligibility Criteria documents
  - iii. Technical Eligibility criteria, Technical Proposal related documents including and Technical Compliance
  - iv. RFP Copy and Addenda & Corrigendum
  - v. The Bidder shall prepare original set of the Application (together with originals /copies of documents required to be submitted along therewith pursuant to this document) and applicant shall also provide a soft copy on a Pen Drive / USB stick. In the event of any discrepancy between the original and Pen Drive/USB stick, the original shall prevail
  - vi. Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents. In case of consortium the bid will be signed by the Prime Bidder
- d) The proposal should be signed by an authorized person of the bidder. The technical proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering signatory to sign/act/execute documents binding the bidder to the terms and conditions detailed in this tender. In case of the Consortium the Prime bidder will submit this document.
- e) The proposals must be direct, concise, and complete. SSCDL will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The Chairman, SSCDL or Municipal Commissioner,

SMC reserves the right to accept or reject any or all the proposals without assigning any reason

#### PART 3: ONLINE PRICE BID

The price bid must be submitted online on <u>https://smc.nprocure.com</u>. It should not to be sent physically, if submitted physically the bid shall be rejected. Please refer Section 15 for format and instructions.

Bidders are required to submit the online price bid well in advance on nprocure website. And representation from the bidder of non-submission of bid due to the nprocure portal issue will not be entertained. In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office: -

#### (n) Code solutions – A division GNFC Ltd.

403, GNFC Infotower, Bodakdev, Ahmedabad – 380 054, Gujarat (India) Tel: +91 26857316/17/18 Fax: + 91 79 26857321 E-mail: nprocure@gnvfc.net Web-site: <u>www.nprocure.com</u> Toll Free: 1800-233-1010 (Ext. 501 & 512) For further particulars contact above office/ or visit on following websites:

- 1. <u>www.nprocure.com</u>
- 2. <u>www.smc.nprocure.com</u>

#### 5.5 PROPOSAL DUE DATE

- a) The last date and time of submission of the Proposals (the "Proposal Due Date/Bid Due Date") is specified in "Notice Inviting Request of Proposal"
- b) The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Proposal Due Date as extended. Any such change in the Proposal Due Date shall be in the form of addenda and be made available on <a href="https://smc.nprocure.com">https://smc.nprocure.com</a>.

#### 5.6 LATE PROPOSALS

- a) Proposals not reaching to the Authority on or before the specified time limit on the Proposal Due Date will not be accepted.
- b) Authority shall not be responsible for any postal delay or non-receipt/ non-delivery of any documents.

#### 5.7 MODIFICATION AND WITHDRAWAL OF PROPOSALS

a) Proposal once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the Earnest Money Deposit shall be liable for forfeiture.

b) Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

#### 5.8 FIRM PRICES

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The proposal prices shall be indicated in India Rupees (INR) only.

#### 5.9 CONCESSIONS PERMISSIBLE UNDER STATUTES

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to SSCDL, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty etc. SSCDL will not take responsibility towards this. However, SSCDL may provide necessary assistance, wherever possible, in this regard.

## C. PROPOSAL EVALUATION

## 6. PRE-QUALIFICATION & EVALUATION CRITERIA

#### 6.1 PRE- QUALIFICATIONCRITERIA / BASIC ELIGIBILITY CRITERIA

#### 6.1.1 Pre-Qualification Criteria –OEM

#### 6.1.1.1 ERP OEM

It is to be noted that SAP and Oracle OEMs are considered as qualified OEM as far as Criteria-1 and Criteria-2 are concerned and need to fulfill remaining criteria. Any other OEM will be required to fulfill following criteria as ERP OEM.

#	Basic Requirements	Pre-Qualification Criteria	Proof Document Required
1	Presence in India including Public Sector / Government	The proposed ERP should have been implemented and "Gone Live" in minimum three (3) clients out of which two (2) in Government (State or Central) / Public Sector Units/ ULB customers in India encompassing any three out of the following five modules in last ten (10) years from the date of issuance of RFP. a. Financial Accounting and Costing b. Payroll and HR c. Project Management d. Purchase and material management e. Asset management with minimum license cost and annual technical support of Rs. 5 crore each or average 750 transactional users for five clients including average 750 transactional users for two Government clients as well	Section-9 Form 1.12D along with license agreement and client certificate In absence of license agreement, client/ SI work order or PO document specifying value of license cost and annual technical support can be shared. For modules and number of users, client document is mandatory.
2	Turnover	The OEM's average annual turnover for the last three financial years i.e. 2017-18, 2018- 19 & 2019-20 should be minimum INR 500 crores. If 2019-20 Financial Statements is unaudited then the Audited Financial Statements of 2016-17 along with an undertaking letter from the bidder that the 2019-20 Statements are not audited is to be submitted.	Financial Capability Statement as in Section-9 Form –1.4

#	Basic Requirements	Pre-Qualification Criteria	Proof Document Required
3	Development Center	The ERP OEM should have at least one development center in India. OEM development centers across world should have minimum 1000 developers involved in ERP product development.	OEM Self-certificate as per Section-9 Form – 1.12B
4	Support	The ERP OEM should have SLA based 24/7 x 365 days support with minimum 200 support members. OEM should have minimum one support center located in India.	OEM Self-certificate as per Section-9 Form – 1.12B
5	System Integrators	The ERP solution should be implemented and maintained by at least Five System Integrators in India as on date of issue of the RFP.	Section-9 Form 1.12A
6	Native Integration	The proposed COTS solution should have all the following functions as natively integrated a. Financial Accounting and Costing b. Payroll and HR c. Project Management d. Purchase and material management e. Asset management	OEM Self-certificate as per Section-9 Form – 1.12C
7	Source Code	Proposed solution to come with source code available to developers for customization	OEM Self-certificate as per Section-9 Form – 1.12C
8	Integration	The solution should support integration with third party applications like open standard based GIS software, BPM software, Document Management Software, payment gateway, email gateway.	OEM Self-certificate as per Section-9 Form – 1.12C
9	Commitment to Support	The OEM should commit to support the software for which license is provided in the scope of this RFP for at least seven (7) years. End of support date should not have been announced for the product proposed. OEM will abide by the same SLA during annual maintenance support period as System Integrator in case of any product bug raised on their service portal by the SI based on the priority matrix.	OEM self-certification as per Section-9 Form –1.12B indicating the commitment to support along with product roadmap
10	India	The ERP product must be the country	OEM Self-certificate as

#	Basic Requirements	Pre-Qualification Criteria	Proof Document Required
	Localization	specific version for India with statutory requirements incorporated and should have a localization support in terms of VAT, Service Tax, Income Tax, GST, Payroll etc. specific to India.	per Section-9 Form – 1.12C

**Note:** OEM must provide the self-certification as per Annexure-1 (Form-1.4) and Annexure-1 (Form 1.12 A, B, C, D) for points above Necessary license agreements for point 1 need to be provided by OEM

#	Basic Requirements	Pre-Qualification Criteria	Proof Document Required
1.	Active Network Equipment (Network Switches)	<b>Commitment to Support</b> The OEM should commit to support the product proposed in the scope of this RFP for at least at least four (4) years post Hypercare support. End of support date should not have been announced for the product proposed	MAF - Format for Authorization Letters from OEMs as per Section 9, Form 1.17
2.	Server	<b>Commitment to Support</b> The OEM should commit to support the product proposed in the scope of this RFP for at least at least four (4) years post Hypercare support. End of support date should not have been announced for the product proposed.	MAF - Format for Authorization Letters from OEMs as per Section 9, Form 1.17
3.	Storage	<b>Commitment to Support</b> The OEM should commit to support the product proposed in the scope of this RFP for at least four (4) years post Hypercare support End of support date should not have been announced for the product proposed.	MAF - Format for Authorization Letters from OEMs as per Section 9, Form 1.17
4.	Cloud based DR	Service Provider must be MeitY empaneled CSP as on bid start date.	Empanelment Certificate issued by MeitY

#### 6.1.1.2 OEM for Datacenter and DR

#	Basic	Pre-Qualification Criteria	Proof Document Required
	Requirements		
5.		The CSP should be a company registered under the Companies Act,2013 or the Companies Act, 1956	Copy of Certificate of Incorporation/Registration
6.		CSP/MSP must have experience of providing DC/DR hosting services in their data center at least 5 distinct clients from any Central Govt/State Govt/Semi- Govt/ULB/PSU organization with a minimum order value of 1 Crore each.	Work Order/Contract and Completion Certificate
7.		Proposed DR site should be offering cloud services from its Datacenter facilities which is located in India.	Letter from authorized signatory on the letter head of CSP mentioning the address of the proposed MeitY /Cert-in Certified Disaster Recovery Site
8.		<b>Commitment to Support</b> The OEM should commit to support the proposed Cloud Based DR service in the scope of this RFP for at least four (4) years post Hypercare support	MAF - Format for Authorization Letters from OEMs as per Section 9, Form 1.17
9.	ITSSM	The proposed product/module should have been implemented in minimum five (5) clients in India, out of which three (3) must be in Government (State or Central) / Public Sector Units/ ULB with a minimum license cost and annual technical support of Rs. 25 lakh each in India in last 10 years from the date of issuance of RFP	Work Order/Contract and Completion Certificate
10.		<b>Commitment to Support</b> The OEM should commit to support the product proposed in the scope of this RFP for at least four (4) years post Hypercare support. End of support date should not have been announced for the product	MAF - Format for Authorization Letters from OEMs as per Section 9,Form 1.17

#	Basic Requirements	Pre-Qualification Criteria	Proof Document Required
		proposed.	

# 6.1.1.3 Pre-Qualification Criteria – Workflow/ BPM based E-office applications (if not part of COTS ERP)

	part of COTS ERP)			
#	Requirement	Details	Documents Required	
1.	Implementation	The OEM should have at least 3	OEM self-certification	
1.	Implementation Partners			
	Partners	Implementation Partners in India	as Section-9 Form 1.12A	
2		The surgerist would be a basis		
2.	Implementations	The product must have been	OEM self-	
		implemented in at least 3 projects in	certification as	
		Central Govt/ State Govt/Semi-Govt/	Section-9 Form	
		ULB/ PSU organization with a	1.12D	
		minimum license cost and annual		
		technical support of Rs. 1 crore each		
		in India in last 10 years from the date		
		of issuance of RFP.		
3.	Support	The OEM should also have SLA	OEM Self-certificate	
		based 24/7 x 365 days support	as perSection-9	
		center.	Form –1.12B	
4.	Source Code	Proposed solution to come with	OEM Self-certificate	
		complete transparency including the	as perSection-9	
		Source Code for Customization	Form –1.12C	
5.	Integration with	The proposed solution should	OEM Self-Certificate	
	proposed ERP solution	support integration with proposed		
		ERP solution.		
6.	Integration	The proposed solution should	OEM Self-certificate	
		support integration with third party	as perSection-9	
		applications like Open Standard	Form –1.12C	
		based GIS software, payment		
		gateway, email gateway.		
7.	Commitment to Support	The OEM should commit to support	OEM self-	
		the software for which license is	certification as	
		provided in the scope of this RFP at	perSection-9 Form –	
		least for 7 years.	1.12B indicating the	
		End of support date should not have	commitment to	
		been announced for the product	support along with	
		proposed. OEM will abide by the	product roadmap	
		same SLA during annual		
		maintenance support period as		
L	1			

#	Requirement	Details	Documents Required
		System Integrator in case of any product bug raised on their service portal by the SI based on the priority matrix.	

#### 6.1.2 Pre-Qualification Criteria- System Integrator

To be considered qualified for evaluation of Technical Proposal, each bidder should meet prequalification Criteria specified hereunder.

#	Pre-Qualification Criteria	ProofDocument Required	Applicable to Prime Bidder / Sole Bidder	Applicable to Consortium Partner
1.	<ul> <li>The Bidder should be:</li> <li>A company incorporated in India under the Companies Act, 1956 (and subsequent amendments thereto) and in operation for at least 5 financial years as on publication of bid OR</li> <li>Registered LLP as per the schedule 3 of the LLP Act 2008 and in operation for at least 5 financial years as on 01.03.2020.</li> <li>Registration for GST</li> </ul>	CertificateofIncorporation/Registration Certificate/GST Registration/	Yes	Yes
2.	The prime bidder should have average turnover for the last three financial years i.e. 2017-18, 2018-19 & 2019-20 should be minimum INR 150 crores. If 2019-20 Financial Statements is unaudited then the Audited Financial Statements of 2016-17 along with an undertaking letter from the bidder that the 2019-20 Statements are not audited is to be submitted.	Financial Capability Statement as in Section-9 Form –1.4	Yes	No

#	Pre-Qualification Criteria	ProofDocument Required	Applicable to Prime Bidder / Sole Bidder	Applicable to Consortium Partner
3.	In case of consortium, the second member of consortium should have average turnover of minimum INR 10 crores in last three financial years (i.e. 2017-18, 2018-19 & 2019-20) from IT/ ITeS. If 2019-20 Financial Statements is unaudited then the Audited Financial Statements of 2016-17 along with an undertaking letter from the bidder that the 2019-20 Statements are not audited is to be submitted.	Financial Capability Statement as in Section-9 Form –1.4	No	Yes
4.	The Bidder (All Members in case of a consortium) must have positive net worth as on 31 <sup>st</sup> March 2020. If 2019-20 Financial Statements of any bidder is unaudited then Bidder should have a positive net worth as on 31st March 2019. Moreover, an undertaking letter from the bidder that the 2019-20 Statements are not audited is to be submitted.	Certificate from the statutory auditor / CA towards positive net worth of the company as in Section-9 Form – 1.4	Yes	Yes
5.	The Prime Bidder should have experience of implementing at least one project with same COTS ERP (as proposed) solution with minimum project value of Rs. 3 crore (excluding hardware cost) or 300 transactional users, encompassing any three out of the following five modules in last ten (10) years (as on date of issuance of Bid).	<ul> <li>Experience Statement as in Section-9 Form – 1.5</li> <li>Provide Evidences in terms of copy work order / purchase order and completion certificate from client for each of the projects undertaken.</li> <li>In case of an ongoing</li> </ul>		

<b>RFP for selection of S</b>	ystem Integra	ator for ERP
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#	Pre-Qualification Criteria	ProofDocument Required	Applicable to Prime Bidder / Sole Bidder	Applicable to Consortium Partner
	a. Financial Accounting and Costing b. Payroll and HR c. Project Management d. Purchase and material management e. Asset management	project, the project must have achieved a value of 3 Cr. from financial perspective. The Certificate to this effect from the client on client's letter head to be provided along with copy of work order / purchase order.		
6.	The Prime Bidder should have executed at least 3 projects which includes implementation or post implementation support for COTS ERP* solution in India with minimum project value of Rs. 3 crore (excluding hardware cost) or 300 transactional users, in last ten (10) financial years (as on date of issuance of Bid). [*The COTS ERP of only those OEM meeting the Pre- Qualification Criteria specified in 6.1.1 will be considered for evaluation.]	have achieved a value of 3 Cr. from financial	Yes	No

#	Pre-Qualification Criteria	ProofDocument Required	Applicable to Prime Bidder / Sole Bidder	Applicable to Consortium Partner
7.	The Prime Bidder providing the application development/customization, deployment and maintenance as described in of scope of work, should have an active SEI CMMI Level 5 (as on date of issuance of Bid).	Copy of Certificates (valid as on date of submission)	Yes	No
8.	Second member of consortium (if any), should be Certified as CMM / CMMi Level 3 Company. OR Shall be certified ISO 9001 company. The certification should cover Software Services business of the bidder. (as on date of issuance of Bid).	Copy of original CMM / CMMi Certificate OR Copy of certificate showing that ISO 9001 certification covers Software Services	No	Yes
9.	The Bidder (Prime Bidder) to provide the Manufacturer's Authorised Form (MAF) to be eligible to bid for the proposed COTS ERP	Letter from OEM as in Section-9 Form – 1.17	Yes	No
10.	Respective consortium partners to provide the authorization from respective OEM(s) as authorized implementation partner.	Letter from OEM as in Section-9 Form – 1.17	Yes	Yes
11.	In case of consortium, the second bidder should have experience of implementing similar COTs based implementation or similar customized software development IT project in atleast one Government (State or Central) / Public Sector Units/ ULB customers in India with minimum project value of Rs. 50 lakhs (excluding hardware cost) in last	<ul> <li>Experience Statement as in Section-9 Form – 1.5</li> <li>Provide Evidences in terms of copy work order / purchase order and completion certificate from client for each of the projects undertaken.</li> <li>In case of an ongoing</li> </ul>	No	Yes

#	Pre-Qualification Criteria	ProofDocument Required	Applicable to Prime Bidder / Sole Bidder	Applicable to Consortium Partner
	10 financial years (as on date of issuance of Bid) on its own without consortium.	project, the project must have achieved a value of 50 lakhs from financial perspective. The Certificate to this effect from the client on client's letter head to be provided along with copy of work order / purchase order.		
12.	The Bidder (All members) should not be debarred/blacklisted by any Government / PSU in India as on date of submission of bid.	Self-declaration / Undertaking by bidder (All members) on respective letter head as per Section- 9 Form – 1.8	Yes	Yes

**Note:** For Point 7 and 8 above, Bidder whose CMMi certification is currently under renewal can be considered eligible only if the respective CMMi Level certification was successfully obtained for last 5 years and the application for renewal of the same is under process. The bidder needs to submit the supporting document clearly indicating the past certification details and documents related to renewal along with certificate from the appointed certifying authority that the certification renewal is under process.

#### 6.1.3 **Pre-Qualification Criteria – Sub-Contractors**

#	Requirement	Documents Required
1	The Sub-Contractor should be:	Certificate of Incorporation /
	• A company incorporated in India under the	Registration Certificate
	Companies Act, 1956 (and subsequent	
	amendments thereto) and in operation for at least	GST Registration
	5 financial years as on publication of bid	
	OR	
	Registered LLP as per the schedule 3 of the LLP Act	
	2008 and in operation for at least 5 financial years	
	as on 01.03.2020.	
	Registration for GST	
2	Respective Sub-Contractor to provide the	Letter from OEM as in Section-9
	authorization from respective OEM(s) as authorized	Form – 1.17
	implementation partner.	
3	The Sub-Contractor should not be	Self-declaration / Undertaking
#	Requirement	Documents Required
---	--	---
	debarred/blacklisted by any Government / PSU in India as on date of submission of bid.	by Sub-Contractor on respective letter head as per Section-9 Form – 1.8
4	For IT Infrastructure Setup and Maintenance at DC and DR The Sub-Contractor should have executed minimum 2 (two) projects involving SITC based work related to DC/DR IT infrastructure components like server, storage and network equipment with minimum project value of Rs. 50 lacs each during the past 10 years from the date of issuance of RFP out of which minimum 1 (One) project shall be for any Government (State or Central) / Public Sector Units/ ULB government organizations/ public sector undertakings in India.	<ul> <li>Experience Statement as in Section-9 Form – 1.5</li> <li>Provide Evidences in terms of copy work order / purchase order and completion certificate from client for each of the projects undertaken.</li> </ul>
5	<b>For Email Exchange &amp; Collaboration Tool</b> The Sub-Contractor should have experience of implementing email exchange solution during the past 10 years in any government organization with minimum 250 users from the date of issuance of RFP.	
6	<b>For ISO Audit</b> The Sub-Contractor should have experience of similar work with at least 5 similar projects during the past 10 years from the date of issuance of RFP.	
7	For Helpdesk/ Service Desk Support The Sub-Contractor should have experience in providing Help Desk/service desk services and data operations/transaction management services similar in this RFP, during the past 10 years in any Government (State or Central) / Public Sector Units/ ULB government organizations/ public sector undertakings in India for minimum 2 years support following setup and follow IT service delivery processes.	

# 6.2 TECHNICAL EVALUATION CRITERIA

Points assigned for each submission of the Technical Proposals, for the purpose of technical evaluation of bidder, shall be as under. All necessary supporting documents for evaluation purpose must be submitted along with the technical bid. The Total Technical Score of any bidder would be an arithmetic sum of scores obtained by the bidder for each of the parameter indicated below. **The minimum total technical score required shall be 60% to become eligible for opening of the Financial Proposal.** 

Section	Evaluation Criteria Summary	Marks
А	Bidder's Experience	65
В	Bidder's Profile	15
C	Proposed IT Products and Solution	20
Total		100

# Criteria	Marks
Bidder's Experience [Total – 65 marks]	
<ul> <li>1. Relevant experience of prime bidder in COTS ERP* Implementation in India in past 10 years (as on date of issuance of Bid) covering the following modules (maximum 5 projects): <ul> <li>a. Financial Accounting and Costing</li> <li>b. Payroll and HR</li> <li>c. Project Management</li> <li>d. Purchase and material management</li> <li>e. Asset management</li> <li>For the project where 3 out of 5 core modules have been implemented having user base of more than 300 transactional users – 7 marks each</li> <li>For the project where 3 out of 5 core modules have been implemented having user base of more than 150 transactional users – 6 marks each</li> <li>For the project where 2 out of 5 core modules have been implemented having user base of more than 300 transactional users – 5 marks each</li> <li>For the project where 2 out of 5 core modules have been implemented having user base of more than 300 transactional users – 5 marks each</li> </ul> </li> </ul>	40 marks
If the COTS ERP solution considered in above project is same as proposed COTS ERP Solution in SMC, then additional <b>1 mark</b> per project will be awarded.	
In case of an ongoing project with phased approach, the corresponding number of transactional users should have started using the system and corresponding number of modules should have gone live for which marks are claimed. The Certificate to this effect from the client on client's letterhead to be provided along with copy of work order / purchase order. In case of any ongoing project where the project/modules have not gone	
live, the bidder will be given half of the marks as compared to the projects that have gone live or projects having specified no. of modules	

#	Criteria	Marks
	gone live. [*The COTS ERP of only those OEM meeting the Pre-Qualification Criteria specified in 6.1.1 will be considered for evaluation.]	
2.	<ul> <li>Relevant experience of bidder in COTS Based Workflow/ BPM* based applications implementation in Public Sector Units(PSU)/State/Central Govt./ULB/Banks (Nationalised / Private Sector as per RBI)/Insurance Companies (registered by IRDA) in India in past 10 years (as on date of issuance of Bid) (maximum 2 projects)</li> <li>For the project having user base of more than 200 users – 4 marks each</li> <li>For the project having user base of more than 100 users – 2.5 marks each</li> <li>If the COTS solution is same as proposed COTS Solution in SMC, then</li> </ul>	10 marks
	additional <b>1 mark</b> for each project. In case of an ongoing project with phased approach, the corresponding number of transactional users should have started using the system for which marks are claimed. The Certificate to this effect from the client on client's letter head to be provided along with copy of work order / purchase order.	
	In case of any ongoing project where the project has not gone live, the bidder will be given half of the marks as compared to the projects that have gone live.	
	[*The COTS Based Workflow/BPM of only those OEM meeting the Pre-Qualification Criteria specified in 6.1.1 will be considered for evaluation.]	
3.	<ul> <li>Experience of prime bidder in COTS ERP* implementation in India in past 10 years (as on date of issuance of Bid) in Public Sector Units(PSU)/State/Central Govt. / ULB</li> <li>1<sup>st</sup> project – <b>5 marks</b> (If the COTS ERP is same as proposed COTS ERP Solution in SMC, then additional 1 mark)</li> <li>2<sup>nd</sup> project – <b>3 marks</b> (If the COTS ERP is same as proposed COTS ERP Solution in SMC, then additional 1 mark)</li> <li>In case of any ongoing project where the project has not gone live, the bidder will be given half of the marks as compared to the projects that have gone live.</li> </ul>	10 marks
	[*The COTS ERP of only those OEM meeting the Pre-Qualification Criteria specified in 6.1.1 will be considered for evaluation.]	
4.	Relevant experience of prime bidder in Implementation of turnkey project including Software Application Development and/or provision,	5 marks

#	Criteria	Marks				
	installation and commissioning of backend hardware (Servers, Network					
	equipment etc. desktops and other client side hardware will not be					
	considered) in Public Sector Units(PSU)/State/Central Govt./ULB/Banks					
	(Nationalized/Private Sector as per RBI)/Insurance Companies (registered					
	by IRDA) in India in past 10 years having minimum project value of Rs. 5					
	Crore.					
	In case of any ongoing project and project has not gone live, the bidder					
	will be given half of the marks as compared to the projects that have					
	gone live provided the project has achieved minimum 50% financial					
	progress.					
	Maximum 2 projects – <b>2.5 Marks each</b>					
	<b>Note:</b> Projects considered under point 1 to 3 will not be considered under this criteria.					
	Bidder's Profile [Total – 15 marks]					
5.	Average annual turnover of prime bidder	5 marks				
5.	<ul> <li>&gt;=150 Cr to 200 Cr – 2 marks</li> </ul>	Smarks				
	<ul> <li>&gt;=201 Cr to 300 Cr – 3 marks</li> </ul>					
	<ul> <li>&gt;=301 Cr to 500 Cr – 4 marks</li> </ul>					
	• >=501 Cr – <b>5 marks</b>					
6.	Employee Strength in India (combined for both consortium partners)	5 marks				
	<ul> <li>&gt;=250 to 500 – 2 marks</li> </ul>					
	<ul> <li>&gt;=501 to 750 – 3 marks</li> </ul>					
	<ul> <li>&gt;= 751 to 1000 – 4 marks</li> </ul>					
	• >=1001 - 5 marks					
	(Bidders are required to submit letter indicating employee strength in					
	India from authorized signatory or HR Manager)					
7.	Consortium capability	5 marks				
	No Consortium– 5 marks					
	Consortium with a partner having SEI CMM Level-3 Certificate- 4					
	marks					
	Consortium with a partner having ISO 9001 Certificate – 3 marks     Proposed IT Products and Solution [Total - 20 marks]					
	roposed in roducts and Solution [rotal - 20 marks]					
8.	Pre-Oualification Criteria – Workflow/ BPM based E-office applications	3 marks				
8.	Pre-Qualification Criteria – Workflow/ BPM based E-office applications Particular Marks	3 marks				
8.	Pre-Qualification Criteria – Workflow/ BPM based E-office applications         Particular       Marks         Proposed OEM listed in the latest Gartner Magic Quadrant	3 marks				
8.	ParticularMarksProposed OEM listed in the latest Gartner Magic Quadrant of Enterprise Content Management or Intelligent Business3	3 marks				
8.	ParticularMarksProposed OEM listed in the latest Gartner Magic Quadrant of Enterprise Content Management or Intelligent Business3Process & Management.3	3 marks				
8.	ParticularMarksProposed OEM listed in the latest Gartner Magic Quadrant of Enterprise Content Management or Intelligent Business3	3 marks				

	Criteria		Marks
	Active Network Equipment (Network Switches)		
	Particular	Marks	
	Proposed OEM listed in Leaders Quadrant of the latest		
	Gartner Magic Quadrant for Wired and Wireless LAN	4	
	Access Infrastructure		
	Proposed OEM listed in Challengers Quadrant of the		
	latest Gartner Magic Quadrant for Wired and Wireless LAN	2	
	Access Infrastructure		
	None of the Above	0	
).	Servers		3 marks
	Particular	Marks	
	Proposed OEM listed in Leaders Quadrant of the latest	3	
	Gartner Magic Quadrant for Modular Servers	5	
	Proposed OEM listed in Challengers Quadrant of the	1.5	
	latest Gartner Magic Quadrant for Modular Servers	1.5	
	None of the Above	0	
	Storage		3 marks
•	Particular	Marks	
	Proposed OEM listed in Leaders Quadrant of the latest		
	Gartner Magic Quadrant for Primary storage	3	
	Proposed OEM listed in <b>Challengers Quadrant</b> of the		
	latest Gartner Magic Quadrant for Primary storage	1.5	
	None of the Above	0	
	Cloud Based DR Service Provider (CSP)		4 marks
	Particular	Marks	
	Proposed OEM listed in Leaders Quadrant of the latest	IVIGINS	
	Gartner Magic Quadrant for Cloud Infrastructure as	4	
	Service.		
	Proposed OEM listed in Challengers Quadrant of the		
	latest Gartner Magic Quadrant for Cloud Infrastructure as	2	
	Service		
	None of the Above	0	
	ITSSM Tool	3 marks	
	Particular	Marks	
	Proposed OEM listed in the latest Gartner Magic Quadrant	3	
	for IT Service Management (ITSM) Tools	5	
	Proposed OEM is not listed in the latest Gartner Magic	0	

infrastructure costs.

2. For computing the project value, single work order will be considered.

3. Bidder must provide the experience statement as per Annexure-1 (Form-1.5) for each project

#### Criteria

#

#### Marks

claimed for Points-1 &3 and Annexure-1 (Form-1.16) for point 2 above along with the documentary evidences like Copy of Purchase Order or Work Order or LOI or Agreement duly authenticated/ signed by the respective client and Completion Certificates/ Project Acceptance Certificate/ Go-Live certificate from respective client. The number of transactional users and modules in use should be evident from either of the above client documents.

- 4. Bidders are required to submit letter indicating employee strength in India from authorized signatory or HR Manager for point 5 above.
- 5. 'Clients' or 'Customers' in this section refers to work order issuing authority.

# 7. EVALUATION PROCESS

# 7.1 OPENING OF TECHNICAL BID/PROPOSAL

- a) The Technical Bids of Bidders shall be considered and will be evaluated as per the eligibility criteria mentioned in section 6
- b) SMC/SSCDL may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid

# 7.2 EVALUATION OF TECHNICAL BID/PROPOSAL

The Bidders shall be required to submit documents as listed in this RFP document as per clause 5.4 along with supporting documents. The Authority shall examine and evaluate the Technical Bids as per the evaluation steps specified below:

#### a) Test of Responsiveness

- 1. Prior to evaluation of Technical Proposals (i.e. Technical Proposal Evaluation Criteria), the Authority shall determine whether each Bid/Proposal is responsive to the requirements of the RFP. A Bid/proposal shall be considered responsive only if:
  - i. It is submitted by the bidders fulfilling the pre-qualification criteria.
  - ii. It is received as per the format specified in RFP and prior to Proposal Date and time.
  - iii. Technical Proposal along with the supporting documents are received through RPAD/Speed Post only.
  - iv. It is signed, sealed, and marked as specified in clause 5.3 and 5.4
  - v. It contains all the information, Appendices, documents, and Authorizations in accordance with clause 5.4
  - vi. It contains two separate sealed and marked envelopes for Bid Fee &EMD and Technical Proposal in Single Outer Envelope.
  - vii. It contains the Bid Fee &EMD as per the amount, in formats and Validity Period as specified in RFP.
  - viii. It does not contain any condition.
  - ix. It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposal.
- 3. Evaluation of Technical Proposal Criteria of only those Bidders shall be carried out whose Bids/proposals determined to be responsive.

#### b) Assessment of Technical Proposal Evaluation Criteria

1. The Bidder must meet Technical Proposal Evaluation Criteria specified in clause 6.

2. Evaluation of Price Proposal of only those Bidders meeting the Technical Evaluation Criteria as above (1) shall be carried out.

# 7.3 OPENING OF FINANCIAL BID

- a) The Financial Bid must be submitted online at <u>https://smc.nprocure.com</u>.The Financial Bid, if submitted physically will lead to rejection of the bid.
- b) The Price Proposal of only the Bidders determined to be Responsive and meeting the Technical Proposal Criteria in accordance with Clause 6, is declared "Technically Qualified Bidders", shall be opened.
- c) The Authority shall evaluate Price Proposal in accordance with the provision set forth in clause 7.4 and clause 7.5 for final evaluation.

# 7.4 EVALUATION OF FINANCIAL PROPOSAL

- a) The Price Proposal of only qualified Bidders passing the Responsiveness Test specified in clause 7.2, and meeting the Technical Proposal Evaluation Criteria specified in clause 6.2, shall be opened. The Price Proposal opening process is specified in clause 7.3.
- b) Bidders are required to quote online as per Price Proposal format provided in Section-10 for all the components. If bidder fails to mention price for any component required for successful project delivery, it is deemed that bidder will provide the same at its own cost.
- c) The Bidder scoring the highest total final score as per Final Evaluation as specified in "Section-7.4: Final Evaluation" shall be considered as the Selected Bidder and considered for award after following due process as per clause d) hereunder. In case of two bidders scoring the same total score, a closed bid will be requested.
- d) The Authority shall determine the responsiveness of Price Proposal of Bidder determined to be highest scorer in relation to the Market rate or Authority's Internal Estimate or Good Industry Practice. In case the Price Proposal of the Selected Bidder is found seriously unbalanced by Authority in relation to the market rate or its internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Proposal, from the Lowest and/or all Bidders to demonstrate the internal consistency of those prices. In case of the Price Proposal of the Selected Bidder, which is unrealistically lower or higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

# 7.5 FINAL EVALUATION OF PROPOSAL

The Total Technical Score of any bidder would be an arithmetic sum of scores obtained by the bidder for each of the parameter indicated above. The minimum total technical score required shall be **60% to become eligible for opening of the Financial Proposal.** 

The Technical Bid Score 'St' of the Tenderer shall be derived as under

 $S_t = (S_{tm}/S_H)$ , where

St is the Total Technical Bid Score

 $S_{tm}$  = Total technical bid marks of the bid under consideration

 $S_H$  = Highest total technical bid marks amongst all evaluated bids

The Financial Proposal should contain the total cost of all services, comprising of all items as mentioned under Scope of Work. Formula to determine the scores for the Commercial Bids shall be as follows

 $S_f = (F_L / F)$ , where

S<sub>f</sub> is the Financial Score

 $F_{\mbox{\tiny L}}$  is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration

 $F_{\mbox{\tiny L}}$  and F would be computed as:

= [Total Charges specified as per Section-10.3: Table-1 – Summary of All Cost Components]

The final evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score. A weightage of 60% will be assigned to the Technical Bid Score and a weightage of 40% will be assigned to the Financial Bid Score.

# The final weighted score will be: (0.60 x St) + (0.40 x Sf)

The assignment shall be awarded to the bidder scoring the highest final weighted score.

# 7.6 CLARIFICATION OF BIDS AND REQUEST FOR ADDITIONAL/ MISSING INFORMATION

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications/documents/missing information in writing from any Bidder regarding its Proposal. The request for clarification or submission of information and the response shall be in writing. If the response from the Bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

# 7.7 VERIFICATION AND DISQUALIFICATION

- a) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- b) The Authority reserves the right to reject any Proposal and forfeit the EMD if:

- i. At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- ii. Bidder or its parents/subsidiary/sister concern from whom it is taking credit for meeting Qualification Criteria is blacklisted/barred by any Government Agency in India or abroad.
- iii. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- iv. In case of fraudulent Bid/proposal and involved in fraudulent and corrupt practice
- v. A Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
- vi. While evaluating the Proposal, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- vii. A bidder who submits or participates in more than one Bid/ Proposal under this RFP. Such misrepresentation/blacklisting shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids/Proposals have been opened and the Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:
  - 1. invite the remaining Bidders to submit their Bids/proposals, or
  - 2. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- c) In case it is found during the evaluation of Proposals or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/ 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 Selected Bidder either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, 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 the Authority to the Successful Bidder or the Selected Bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Selected Bidder. In such an event, the Authority shall be entitled to forfeit the EMD or Security Deposit, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

# 7.8 CONTACTS DURING PROPOSAL EVALUATION

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

# 7.9 CORRESPONDENCE WITH BIDDER

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid/Proposal.

# 7.10 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

# 8. APPOINTMENT OF SELECTED BIDDER AND SIGNING OF AGREEMENT

# 8.1 SELECTION OF BIDDER

Subject to the provisions of clause 6 and clause 7, the Bidder whose Bid is

- a) adjudged as responsive in terms of clause 7.2(a)
- b) meeting the Technical Proposal Evaluation Criteria as per clause 6.2 and clause 7.2(b)
- c) whose Price Proposal offered, on evaluation as per clause 6.3 has been determined to be responsive as per clause 7.3(b) and
- d) whose final weighted score has been determined to be highest on the principle of QCBS as per clause 6.4

shall be considered as the "Selected Bidder" for award of work after following due process including negotiation.

# 8.2 NOTIFICATION OF AWARD

Authority shall notify the Selected Bidder(s) as the Successful Bidder through letter that its/their Bid has/have been accepted (the "*Successful Bidder(s)*"). This letter (*Letter of Award*(LOA) / Work Order) shall be issued, in duplicate and shall specify the sum which the Authority shall pay to the Successful Bidder in consideration of the project scope as per the terms of Contract. The time limit as specified in the tender will start from the date of issuance of the LOA/Work Order.

# 8.3 SIGNING OF CONTRACT AGREEMENT

- a) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the Security Deposit asper clause 8.4, to execute/sign the Agreement within fifteen (15) days from the date of LOA. The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Draft Contract Agreement.
- b) The Draft copy of Contract Agreement is specified in Appendix 4
- c) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Surat in accordance with applicable laws, and submit the same in two copies duly stamped and executed within fifteen (15) days from the dispatch of Letter of Award. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

# 8.4 SECURITY DEPOSIT

- a) The successful bidder shall at his own expense, deposit with department, within 10 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, in favour of Surat Smart City Development Ltd for the due performance and fulfilment of the contract by the bidder. Failing which a penalty @ 0.065% of the amount of PBG will be imposed for delay of each day.
- b) This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- c) The successful bidder shall maintain a valid and binding Performance Guarantee for a period of six months after the expiry of the Contract Period ("Validity Period").
- d) The Performance Bank Guarantee letter format can be found in the Annexure VIII of this document.
- e) The Performance Bank Guarantee may be discharged/ returned by department 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.
- f) If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD or cancel the contract or any part thereof.
- g) In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Department 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.

- b) Department 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.
- i) Under this contract, wherever the contractor is required to submit F.D.R., bank guarantee, etc. against payment towards any deposit or advance e.g. EMD,SD, etc. Such F.D.R, bank guarantees, etc. shall be produced from any one of the approved bank as defined in Annexure-VI. During the contract period if the bank from which the PBG is submitted is removed from the list of approved bank, the selected bidder shall be required to replace the PBG and submit the PBG from the approved bank. The notification in this regard will be given to the selected bidder by SMC/SSCDL and the same must be complied within 21 days of such notification.

# 8.5 TAX LIABILITY

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/Successful Bidder is bound to pay any amount GST prescribed by the Govt. of India as per the terms of Contract agreed upon during the course of execution of this Contract.

- a) During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/recovered separately by SSCDL, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor/Successful bidder certifying that the amount of GST the Government the paid to and same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful bidder/contractor, failing which, SSCDL may recover the amount due, from any other payable dues with SSCDL and decision of SSCDL shall be final and binding on the Contractor/Successful Bidder in this regard. Further the non- payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.
- b) The rates quoted online in Price Proposal Section-10 shall be exclusive of GST but inclusive of any other directly or indirectly applicable taxes.
- c) If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/Successful Bidder Only, in no case SSCDL shall be liable for the same.
- d) In an event of changes in tax structure, net of increase/ decrease benefits will be passed on to the bidder. If any other tax is introduced by the Government of India replacing the GST, the same will be made applicable accordingly.

e) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

# 8.6 ANNULMENT OF AWARD

Failure of the Successful Bidder to submission of Security Deposit and signing of Agreement as per RFP terms and any other requirements and/or the provisions of RFP and the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD in which event the contract may be awarded to the next most responsive bidder.

# 8.7 **RESTRICTION ON TRANSFER OF AGREEMENT**

The selected bidder shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter to the agreement to any third party or any sister-concerned firm within a group either in whole or in any part i.e., partnership/third party interest shall be created. The sub-contracting is allowed only for activities mentioned in section 3.11.

# 8.8 SAFETY REGULATION, ACCIDENT AND DAMAGE

- a) The Bidder shall be responsible at his own cost in and relative to performance of the work and bidder to observe and to ensure observance by his Sub-contractors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other bidders, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the One from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the Bidder shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the Bidder of his obligation aforesaid or upon any operation, act or omission of the bidder his Sub-contractor(s) or agent(s) or servant(s).
- b) The Bidder's liabilities under Clause (a) and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the Bidder is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the Bidder has

indemnified the Owner with the intent that notwithstanding the existence of such insurance, the Bidder shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Bidder or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract prior written approval of SSCDL. However, even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the SI. The SI shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to SSCDL.

# 8.9 OWNERSHIP AND LICENSES

The ownership of all hardware/software developed/customized/ configured/ procured as part of the project and related documentation for the project would always lie with the SMC/SSCDL. All licenses for software procured related to project have to be in the name of Surat Municipal Corporation. The bidder will be required to produce the Licenses/ATS/Warranty and other documents from the respective OEMs clearly mentioning the product name, quantity, duration, type of support, etc. The payment for the respective item will be subject to submission of the aforesaid documents to SMC/SSCDL.

Bidders to use licensed COTS software from OEM, subject to the criteria as specified in prequalification section 6.1.1.

#### 8.10 QUANTITY VARIATION

- a) The quantity defined in the RFP are estimated and the actual quantity will be executed based on the actual quantities required at the time of project implementation. The quoted rate will remain firm and same for such variation in quantity. The successful bidder shall not object to the upward or downward variation in quantities (including locations).
- b) Quantities mentioned in the commercial formats are indicative in number. SMC/SSCDL at its discretion may or may not procure the listed components in mentioned quantities at the time of placing order / agreement. SSCDL has the rights to delete any of the component before final implementation. The successful bidder shall not object to the upward or downward variation in quantities of any item.
- c) If required additional quantity over and above may be executed on later stage, the payment for such additional quantities shall be made at tender rates. The rates mentioned in the price bid for all components except for ERP Licenses will be valid during the entire contract period and for ERP Licenses the rates will be valid upto 1 year from the successful completion of Milestone-6 defined as defined in section 2.7. The selected bidder shall be bound to supply additional quantity up to 30% (thirty percent) of tender amount/quantity, in accordance to any instruction, which may be given to him in writing by SMC/SSCDL.
- d) No claim shall be entertained or become payable for price variation of additional quantities.

# 9. CONTENTS AND FORMATS FOR TECHNICAL PROPOSALS

# Form –1.1: Covering Letter

<<To be printed on bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy To Chief Executive Officer, Surat Smart City Development Ltd. 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

**Subject**: RFP for Selection of System Integrator for ERP **Reference:** RFP No. RFP No.: SSCDL-ERP-RFP-02-2020

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the " *Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation*" in Surat City. We attach hereto our responses to Pre-Qualification, Technical-Qualification & Commercial proposals as required by the Bid Document. 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 Surat Smart City Development Ltd., 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 SSCDL/SMC in its shortlisting 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 Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

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/ services specified in the tender response.

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

Signature of Authorized Signatory (with official seal)Name:Designation:Address:Telephone& Fax:E-mail address:

# Form –1.2A: Format for Power of Attorney for Signing of the Proposal (To be submitted on a 300-rupee stamp paper)

(Applicable in case of bid not being signed by the person directly authorized by Board of firm. In the latter case, please provide a copy of the relevant Board Resolution signed by Company Secretary/ Director authorizing the Signatory. Bidder may use their own format for Power of Attorney provided it captures the same authorization)

#### Dated:

# To, **Chief Executive Officer, Surat Smart City Development Limited (SSCDL)** 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

Dear Sir,

#### REF: RFP No. SSCDL-ERP-RFP-02-2020

<Bidder's name> \_\_\_\_\_ hereby authorizes <Designated Representative's name> \_\_\_\_\_ to act as a representative of <Bidder's name> \_\_\_\_\_ for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings with Surat Smart City Development Limited or other entities associated with this project including Surat Municipal Corporation and to discuss, negotiate, finalize, and sign any bid or agreement and contract related to RFP for Selection of Qualified Bidder for Implementation of ERP for SMC.

Yours faithfully,

# <Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

# <Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For

<Name of Bidder > Encl: Board Authorization

Notarised

# Form –1.2 B: Joint Bidding Agreement

(To be submitted on a 300-rupee stamp paper by each member of consortium separately)

The Bidder shall be required to submit Joint Bidding Agreement on Requisite Stamp Paper in case Bidder is a Consortium. Such Agreement shall specify followings:

- a) A Bidding Consortium is required to nominate a Prime Member. The formation of the consortium including identification of Prime member and role and responsibilities of each member shall be supported by Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of INR 300/-
- b) Clearly outline the proposed roles and responsibilities, of both members;
- c) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations/Scope of Work in relation to the Project.
- d) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills, and trained manpower commensurate with its role and responsibilities and terms of RFP.
- e) No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period, in case the Project is awarded to the Consortium.

# Form –1.3: Format to Share Bidder's Particulars

(Required from each member)

Sr. No.	Description	Details (to be filled by the responder to the RPF)
1	Name of the Bidder	
2	Official address	
3	Phone No. and Fax No.	
4	Corporate Headquarters Address	
5	Phone No. and Fax No.	
6	Website Address	
7	Details of Bidder's Registration (Please enclose copy of the Bidder registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	GST registration No.	
11	Permanent Account Number (PAN)	
12	Bidder's Revenue for last 3 financial years (Year wise)	
13	Bidder's Profitability for the last 3 financial years (Year wise)	
14	Registration details under the Companies Act 1956	
15	No. of years of operation in India	

Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorised Signatory	Contact Person
Name		
Title		
Bidder's Address		
Phone		
Mobile		
Fax		
E-mail		
Signature		

# Form –1.4: Financial Capability Statement

(To be submitted separately on Statutory Auditor's / CA's letterhead for ERP OEM & each consortium member)

Date: dd/mm/yyyy

То

The Chief Executive Officer, Surat Smart City Development Ltd. 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

# Sir/Madam,

This is to certify that the Turnover and Networth as per books and records of M/s\_\_\_\_\_\_ for the following financial years are as under:

Financial year	Turnover (INR Crore)	Net Worth (INR Crore)
2019-20		
2018-19		
2017-18		
2016-17*		

I further certify that I am competent officer in my company to make this declaration.

(Signed and Sealed by the statutory auditor or CA)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

# Enclosure:

(1) Copy of latest available Audited annual reports for last three years as applicable or as per Financial Year/Calendar Year followed by the bidder firm.

**Note:**\*If 2019-20 Financial Statements of any bidder is unaudited then the Audited Financial Statements of 2015-16 along with an undertaking letter from the bidder that the 2019-20 Statements are not audited is to be submitted. In this case the average turnover will be considered for FY 2016-17, 2017-18, 2018-19.

# Form -1.5: Experience Statement [Project Title]

(Attach separate sheet for each project)

- A. Project Brief
- B. Client (Name, Address& Contact no.)
- C. Cost of the Project (with breakup of license cost, implementation cost, support cost, hardware cost)
- D. Duration & period of the Project (including current completion status)
- E. Scope of work and Roles& responsibility of the organization
- F. Whether Project executed by forming Joint venture or Consortium with other organization (In case of consortium, provide share in consortium along with the consortium agreement)
- G. Other features of the Project (Such as Mobility, Document management, technologies used, total efforts in man months, etc.)
- H. Country in which it was executed
- I. Provide the relevant project details as under:

Modules	Yes/No	Name of the COTS product	Provide Relevant Details (e.g. no of transactional users and other users, no of properties, key functionality, USP of the solution)
Finance			
Management			
HR with Payroll			
Project			
Management			
Material			
management			
Enterprise asset			
management			
E-office			
applications			
using DMS			

The information submitted above is true and I am aware that submitting false information will lead to rejection of our bid and SSCDL can take appropriate action in this regard.

# (Sign & Stamped by authorized signatory)

#### Enclosure:

1. Copy of Purchase Order or Work Order or Agreement duly authenticated/ signed by the respective client.

2. Completion Certificates/ Project Acceptance Certificate/ Go-Live certificate from respective client

3. In case of consortium, copy of the Consortium Agreement clearly specifying the Roles & Responsibility of the members

**Note:** The supporting document must clearly indicate the requisite information like project cost / modules / transactional users / etc. to evaluate the project compliance with RFP criteria.

# Form –1.6: Project execution Methodology (Detailed Write up and presentation)

The technical proposal should explain the solution proposed by the Bidder and should highlight its salient features (if any). The Bidders will be required to provide a Solution Overview through brief Write-up & Presentation in written form not exceeding broadly 6000 words.

	Project Understanding and Approach			
#	Particulars			
1	Understanding of the project requirements of SMC through followings			
	Overall understanding of SMC requirement explaining how the proposed solution would meet the SMC requirement clearly specifying split between standard vs. custom development.			
	Solution & Proposed Architecture for including product and software selection criteria, integration mechanism and MIS.			
2	Project Management Plan, Work Plan including consortium partner role			
3	USP of proposal in terms of followings			
	Implementation methodology, change management, Proposed automation, accelerators, training plan, testing innovations and tools			
4	Timelines			
5	Project Risk Identification and Mitigation Strategies			
6	<b>Relevant Experience</b> highlighting ERP implementations in ULB/ Public Sector/ Government sector.			

Supporting Documents for Technical and Project Management Evaluation Criteria should be submitted.

The write-up is required to ensure that a workable solution is proposed. SSCDL reserves the right to call the bidder for any clarifications/discussions regarding the solution and suggest binding changes in the solution if it feels such solution deviates majorly from its needs and purposes.

# The requirements stated in section 2.2 need to be evaluated whether they are fulfilled through standard out-of-the-box with configuration OR need customization

<name m<="" of="" th="" the=""><th>iodule&gt;</th><th></th><th></th></name>	iodule>			
Sr.No	Functionalities	Availability	ty	
		STD - Supported as s business process with configuration CUST - Supporte customizatio	/ without n d via	
		STD	CUST	
		Y=Yes		
<sub module=""></sub>				
1 <fun< td=""><td>ctionality&gt;</td><td></td><td></td></fun<>	ctionality>			

# Form –1.7: Affidavit

(On letterhead of each member, including full postal address, telephone, fax, email, addresses) *The affidavit format as indicated below to be furnished on non-judicial stamp paper of Rs. 300 (duly notarized)* by bidder (or each member of consortium, in case of consortium)

**Name of work:** Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation.

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s ...... have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, from the date of this bid submission..

3. The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the SSCDL/SMC to verify our statements or our competence and general reputation.

4. The undersigned understands and agreed that further qualifying information may be requested, and agrees to furnish any such information at the request of the SSCDL/SMC.

5. The SMC/SSCDL and its authorized representative are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the tender or with regard to the resources, experience and competence of the Applicant.

6. My/ our offer shall not be considered in case of fake/ forged document(s) found during verification at any stage or at any stage of contract. I/ We are agreed to whatever action (s) taken by competent authority of corporation in the aforesaid circumstances such as forfeiture of security deposit and debarring from participation in future tenders for the period/ years as deemed fit by the corporation and informing the same to all other state/ central level Government/ semi government organizations.

Signed by the Authorized Signatory of the firm

Title of the office:

Name of the firm:

Date: \_\_\_\_\_

# Form –1.8: Format for Declaration by the bidder for not being Blacklisted / Debarred

<< To be printed on bidders (or in case of consortium, each member of consortium) company's letterhead and signed by Authorized signatory >>

Date: dd/mm/yyyy

To Chief Executive Officer , 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

**Subject:** Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation

Sir/Madam,

In response to the Tender Ref. No. \_\_\_\_\_ dated

\_\_\_\_\_\_Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation, as an owner/ partner/ Director of \_\_\_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_\_\_is not blacklisted or debarred by any Government / PSU on the date of Bid Submission

Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Name of the Bidder	:
Authorized Signatory	:
Seal of the Organization	:
Business Address	:
Date	:
Place	:

# **Form –1.9: Non-Disclosure Agreement** (To be given on the Company's Letter Head)

Date: dd/mm/yyyy

To The Chief Executive Officer, Surat Smart City Development Ltd. 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India..

Sir/Madam,

WHEREAS, we, \_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_, hereinafter referred to as the Bidder, are agreeable to provide Implementation and post implementation support of Enterprise Resource Planning Project services to SSCDL, having its office at 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India. hereinafter referred to as the AUTHORITY and, WHEREAS, the Bidder understands that the information regarding the AUTHORITY's business shared by the AUTHORITY in their Request for Proposal is confidential and/or proprietary to the AUTHORITY, and

WHEREAS, the Bidder understands that in the course of submission of the offer for providing **Bidder** capabilities for Implementation of Enterprise Resource Planning for Surat Municipal Corporation (SI Bidder) and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Authority's properties and/or have access to certain plans, documents, approvals or information of the Authority; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the AUTHORITY to grant the Bidder specific access to the AUTHORITY's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the AUTHORITY, unless the Bidder has first obtained the AUTHORITY's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda, and other data shared by the AUTHORITY or, prepared or produced by the Bidder for the purpose of submitting the offer to the AUTHORITY for the said solution, will not be disclosed to during or subsequent to submission of the offer to the AUTHORITY, to anyone outside the AUTHORITY.

The Bidder shall not, without the AUTHORITY's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample, or information (to be) furnished by or on behalf of the AUTHORITY in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the Authority and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

# Signature with Seal : Name : Designation :

# Form –1.10: Curriculum Vitae of Proposed Team Members (Key Personnel)

Résumés of all the staff proposed to be deployed at SSCDL shall be attached along with the technical bid as per the format below. The bidder may submit résumés of the proposed resources mentioning the position on which a person will be deployed to at SSCDL shall be clearly mentioned on the right hand top corner of the first page of that person's résumé. Based on the resource requirement for completion of the above scope of work, Bidder may have to deploy additional resources. The roles and CV for these resources need to be submitted as per Form 1.10 of Section-9. The additional resources will not be considered for technical evaluation. The details provided should help in ascertaining the eligibility of the candidate vis-à-vis the qualification and experience requirement for that post.

Sr.	ltem	Curriculum Vitae of Proposed Team Member			
No.	j.				
1	Name				
2	Specify role to be played in the project				
3	Name of Organization				
4	Number of years with the Current Organization				
5	Total Experience (in Years)				
6	Experience in monthe Designation, response		-	arding name of orgar	nizations worked for,
	Name of Organization	From	То	Designation/ Responsibilities	
6.1					
6.2					
7	Summarized professi chronological order	essional experience (Relevant to the Current Project) in reverse ler			
	From	То	Fun	ompany / Project / Position / Relevant unctional, Technical, and Managerial xperience	
7.1					
7.2					
8		lucational Background, Training / Certification including institutions, % of marks, recialization areas etc.			
	Degree	Year of Ur Award of Degree		ity	% of marks

8.1					
8.2					
9	Candidate's Attestatio	n for the Resume (Opt	ional):		
	I am available for full-time assignment for the duration and location specified in this RFP at Surat.				
	Signature (in blue ink)		Date (DD/MM/YY)		
10	Bidder's Attestation for the Resume:				
	[All resumes shall be individually attested by the bidder]				
	Place		Signature of Authorized Person		
	Date		Designation		
	Company Stamp		Name		

# Form –1.11: Resource Deployment Plan

The bidder should have a detailed resource deployment plan in place to ensure that technically qualified staff is available to deliver the project.

# A. Implementation Phase

#	Name of Staff	Area of Expertise	Implementation Phase ( No. of resources )	Total Man- Months proposed	Full time/ Part time	Onsite/ Offshore
		Project Manager				
		Primary Functional Consultants (module)				
		Secondary Functional Consultants (module)				
		Solution Architect				
		Application Development Lead				
		Trainer				
		Application Developers				
		Integration Lead				
		Operational Support staff				
		Others (if any)				

# Form –1.12A: Format for Self-declaration by OEM for Implementation Partner

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

Date: dd/mm/yyyy

To,

**Chief Executive Officer, Surat Smart City Development Limited (SSCDL)** 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

Subject: OEM's Authorization Form

Ref: RFP No. SSCDL-ERP-RFP-02-2020

Dear Sir,

We\_\_\_\_\_ (Name of the OEM) who are the official producer / Original Equipment Manufacturer of \_\_\_\_\_\_ (product proposed), do hereby authorize \_\_\_\_\_\_ (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. SSCDL-ERP-RFP-02-2020for our products, as per the standard user license terms & condition for the said products.

The list of our approved implementation partners for the product in India is as below or as per list attached (to be signed & stamped by OEM) and include the bidder: \_\_\_\_\_\_ (Name and address of the Bidder)

Thanking you, Yours faithfully,

(Signature) For and on behalf of: \_\_\_\_\_ (Name of the OEM)

Authorised Signatory
Name:
Designation:
Place:
Date:

# Form –1.12B: Format for Self-declaration by OEM

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

Date: dd/mm/yyyy

To,

#### **Chief Executive Officer,**

#### Surat Smart City Development Limited (SSCDL)

1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

**Subject:** OEM's Authorization Form

**Ref:** RFP No. SSCDL-ERP-RFP-02-2020

#### <<Format of ERP OEM>>

We\_\_\_\_\_ (Name of the OEM) who are the official producer / Original Equipment Manufacturer of \_\_\_\_\_ (product proposed) having product development centers at the locations \_\_\_\_\_ or as per list attached, with more than 1000 employees involved in product development. We would be providing our warranty maintenance or support services for proposed product in accordance with terms of standard product License agreement for next 7 years. End of support date have not been announced for the product proposed and product roadmap is attached for your reference.

We have SLA based 24/7 x 365 days support. Total support members deployed are more than 200. We have Support Center located in \_\_\_\_\_\_ in India.

#### <<Format for Workflow/BPM based applications OEM>>

We\_\_\_\_\_ (Name of the OEM) who are the official producer / Original Equipment Manufacturer of \_\_\_\_\_ (product proposed) have SLA based 24/7 x 365 days support center.

We would be providing our warranty maintenance or support services for proposed product in accordance with terms of standard product License agreement for next 7 years. End of support date have not been announced for the product proposed and product roadmap is attached for your reference.

Thanking you, Yours faithfully, (Signature) For and on behalf of: \_\_\_\_\_ (Name of the OEM)

Authorised Signatory Name: Designation: Place: Date:

# Form –1.12C: Format for Self-declaration by OEM on product capabilities

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

To,

# **Chief Executive Officer**,

# Surat Smart City Development Limited (SSCDL)

1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

Subject: OEM's Authorization Form Ref: RFP No. SSCDL-ERP-RFP-02-2020

Dear Sir,

We\_\_\_\_\_ (Name of the OEM) are the official producer / Original Equipment Manufacturer of \_\_\_\_\_\_ (product proposed) which has following equivalent functions/modules as natively integrated

- Financial Accounting and Costing
- Payroll and HR
- Project Management
- Purchase and material management
- Asset management

The product comes with the source code available to developers for customization in accordance with terms of standard product License Agreement and it supports integration with third party applications like open standard based GIS software, BPM software, Document Management Software, payment gateway, email gateway.

The product supports country India functions for statutory requirements support localization in terms of Taxes and Payroll specific to India and provides the legal changes from time to time.

Thanking you, Yours faithfully,

(Signature) For and on behalf of: \_\_\_\_\_ (Name of the OEM)

Authorised Signatory Name: Designation: Place: Date:

# Form –1.12D: OEM Project Statement

[Project Title]

# (to be submitted by OEM on its letter head for projects claimed for OEM Pre-Qualification)

(Attach separate sheet for each project)

- A. Project Brief
- B. Client (Name, Address & Contact no.)
- C. License cost and Annual Technical Support Cost or no. of transaction users
- D. Go Live Date
- E. Name of the System Integrator/ Implementing agency:
- F. Other features of the Project (Such as Mobility, Document management, technologies used, total efforts in man months, etc.)
- G. Country in which it was executed: India

#### H. Provide the relevant project details as under:

Modules	Yes/No	Name of the product version	Provide Relevant Details (e.g. no of transactional users and other users, no of properties, key functionality, USP of the solution)
Finance			
Management			
HR with Payroll			
Project			
Management			
Material			
management			
Enterprise asset			
management			
E-office			
applications			
using DMS			

The information submitted above is true and I am aware that submitting false information will lead to rejection of our bid and SSCDL can take appropriate action in this regard.

#### (Sign & Stamped by authorized signatory)

#### Enclosure:

- License Agreement/Purchase Order with respective client/ System Integrator clearly specifying the number of users and license cost
- Completion Certificates/ Project Acceptance Certificate/ Go-Live certificate

**Note:** The supporting document must clearly indicate the requisite information like project cost / modules / transactional users / etc. to evaluate the project compliance with RFP criteria.

# Form –1.13: Proposed Solution Architecture and Infrastructure (Detailed Requirement and design)

#### Architecture diagram detailing the landscape proposed:

The solution as part of the RFP shall be hosted at the Data Centre and Could based DR Site, whereas bidder should provide the designing and sizing of the hardware required. The bidder is required to provide the details of the proposed solution architecture and infrastructure considering the RFP requirements. The solution architecture should be in congruence with the BOQ and the Commercial Bid components and should help ascertain the need of various solution component proposed there at.

#### Justification/ merits of the same highlighting:

- Reasoning for specified components over other options.
- Extent of compliance to technical requirements specified in the scope of work
- The Strategy, Approach & Methodology for installation, Configuration & housekeeping of all the key components of the project

# Form –1.14: Format for Performance Bank Guarantee

# << To be printed on Rs. 300/- Stamp Paper >>

IN CONSIDERATION OF bid document submitted by\_\_\_\_\_ Through \_\_\_\_\_ for

SURAT Smart City Development Ltd (SSCDL) for Selection of Agency for **Implementation of Enterprise Resource Planning System for Surat Municipal Corporation** (hereinafter referred to as the "said work") on the terms and conditions of the AGREEMENT dated the \_\_\_\_\_\_day of \_\_\_\_\_\_ 20\_\_\_ executed between SSCDL on the one part and \_\_\_\_\_\_ (the Company) on the other part (hereinafter referred to as "the said AGREEMENT) and on the terms and conditions specified in the Contract, Form of Offer and Form of acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and copy of the said AGREEMENT are annexed hereto.

The Company has agreed to furnish SSCDL in Guarantee of the Nationalized Bank for the sum of Rs. <(PBG Amount in Word and Figure)> only which shall be the Security Deposit for the due performance of the terms covenants and conditions of the said AGREEMENT. We <Name of the Bank> Bank Registered in India under Act and having one of our Local Head Office at <Address of the Bank> do hereby guarantee to SSCDL.

- i. Due performance and observances by the Company of the terms covenants and conditions on the part of the Company contained in the said AGREEMENT, AND
- ii. Due and punctual payment by the Company to SSCDL of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to SSCDL by or from the Company by reason of or in consequence of any breach, non-performance or default on the part of the Company of the terms covenants and conditions under or in respect of the said AGREEMENT.

AND FOR THE consideration aforesaid, we do hereby undertake to pay to SSCDL on demand without delay demur the said sum of Rs. <(PBG Amount in Word and Figure)> only together with interest thereon at the rate prescribed under <as per RBI based lending rate (9%)> from the date of demand till payment or such lesser sum, as may be demanded by SSCDL from us as and by way of indemnity on account of any loss or damage caused to or suffered by SSCDL by reason of any breach, non-performance or default by the Company of the terms, covenants and conditions contained in the said AGREEMENT or in the due and punctual payment of the moneys payable by the Company to SSCDL thereunder and notwithstanding any dispute or disputes raised by the Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that –
- a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of SSCDL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till SSCDL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.
- b) We shall not be discharged or released from liability under this Guarantee by reason of
  - i. any change in the Constitution of the Bank or
  - ii. any arrangement entered into between SSCDL and the Company with or without our consent;
  - iii. any forbearance or indulgence shown to the Company,
  - iv. any variation in the terms, covenants or conditions contained in the said
  - v. AGREEMENT;
  - vi. any time given to the Company, OR
  - vii. any other conditions or circumstances under which in a law a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum of Rs. <(PBG Amount in Word and Figure)> Only.
- d) We shall not revoke this guarantee during its currency except with the previous consent of SSCDL in writing;
- e) Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of Rs. <(PBG Amount in Word and Figure)> only and shall remain in force until SSCDL certifies that the terms and conditions of the said AGREEMENT have been fully and properly carried out by the Company.
- f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to SSCDL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to SSCDL demand without any demur, such sum as may by demanded, not exceeding Rs. <(PBG Amount in Word and Figure)> and that the Bank will indemnify and keep SSCDL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of SSCDL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of SSCDL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.
- g) SSCDL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of SSCDL or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all suretyship and other rights which it might otherwise be

entitled to enforce.

- h) That the absence of powers on the part of the Company or SSCDL to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said AGREEMENT for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,
- i) The Guarantor agrees and declares that for enforcing this Guarantee by <SSCDL> against it, the Courts at Surat only shall have exclusive jurisdiction and the Guarantor hereby submits to the same

2.....

Being respectively the <<u>Branch Manager of the Bank></u>, who in token thereof, has hereto set his respective hands in the presence of –

1.....

2.....

# Form –1.15: Format for Bank Guarantee for Bid Security (Earnest Money Deposit)

#### << To be printed on Rs. 300/- Stamp Paper >>

This Deed of Guarantee is made on this \_\_\_\_\_day of \_\_\_\_\_, 2020 at \_\_\_\_\_\_ by \_\_\_\_\_ a \_\_\_\_\_ Bank and having its Head Office/Registered Office at \_\_\_\_\_\_ and a Branch Office at \_\_\_\_\_\_, Surat (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of Surat Smart City Development Ltd (SSCDL),having its Registered Office at \_\_\_\_\_\_ (hereinafter referred to as "Authority" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of Surat Smart City Surat (hereinafter referred to as "Authority" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the AUTHORITY undertook the process of competitive bidding in order to select the most desirable firm/company for Selection of Qualified System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation which purpose AUTHORITY issued a RFP document inviting Bids from the Bidders;

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the execution of the Works (hereinafter called "the Bid").

In the event of any breach or non-performance of the following terms and conditions contained in the Tender document:

(1) If the Bidder withdraws or modifies his Bid during the period of Bid validity specified in the Tender; or

(2) If the Bidder refuses to accept the correction of errors in his Bid; or

(3) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by AUTHORITY, or

(4) if the Bidder, having been notified of the acceptance of his Bid by the AUTHORITY during the period of Bid validity and the bidder fails or refuses to execute the Agreement in accordance with the Tender documents;

(5) If the bidder engages in fraudulent or corrupt practices

 claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_\_ (180 days) days from the date of Bid opening or as it may be extended by the bidder on a written request by AUTHORITY, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Surat and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible at any of our Surat Branches and such Bank Guarantee is encashable at Surat Branch.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this \_\_\_\_\_ day of \_\_\_\_\_and year first herein above written.

Signed and delivered by the

Above named \_\_\_\_\_Bank by

its Authorized Signatory as authorized by

Board Resolution passed on \_\_\_\_/

Power of Attorney dated [.....]

Authorized Signatory

:

Name

Designation:

In the presence of:

1.

2.

# Form –1.16: Experience Statement BPM based E-office applications implementation

#### [Project Title]

(Attach separate sheet for each project)

#### A. Project Brief

- B. Client (Name, Address & Contact no.)
- C. Cost of the Project (with breakup of license cost, implementation cost, support cost, hardware cost)
- D. Duration & period of the Project (including current completion status)
- E. Scope of work and Roles & responsibility of the organization
- F. Number of users
- G. Whether Project executed by forming Joint venture or Consortium with other organization (In case of consortium, provide share in consortium along with the consortium agreement)
- H. Other features of the Project (Such as Mobility, Document management, technologies used, total efforts in man months, etc.)
- I. Country in which it was executed
- J. Provide the relevant project details as under:

Modules	Yes/No	Name of the COTS product	Provide Relevant Details (e.g. no of users, no of properties, key functionality, USP of the solution)
RTI Application			
Field Inspection and			
Reporting			
Integrated Audit			
management			
All inter-dept. Approvals			
& file movement			
(Inward /outward)			
Vigilance work			
assignment & report			
Court case management			
Meeting Management			
Others (Please specify)			

The information submitted above is true and I am aware that submitting false information will lead to rejection of our bid and SSCDL can take appropriate action in this regard.

# (Sign & Stamped by authorized signatory)

#### Enclosure:

1. Copy of Purchase Order or Work Order or Agreement duly authenticated/ signed by the respective client.

2. Completion Certificates/ Project Acceptance Certificate/ Go-Live certificate from respective client

3. In case of consortium, copy of the Consortium Agreement clearly specifying the Roles & Responsibility of the members

**Note**: The supporting document must clearly indicate the requisite information like project cost / modules / transactional users / etc. to evaluate the project compliance with RFP criteria.

#### Form-1.17: MAF - Format for Authorization Letters from OEMs

<< To be printed on letter head of OEM and signed by Authorized signatory of OEM>>

Date: dd/mm/yyyy

То

#### Chief Executive Officer,

#### Surat Smart City Development Limited (SSCDL)

1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

**Sub** : Authorization Letter from OEM for "RFP for Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation"

**Ref** : RFP No.: SSCDL-ERP-RFP-02-2020

Dear Sir/ Madam,

We\_\_\_\_\_ (Name of the OEM) who are established and reputable OEM of \_\_\_\_\_\_ (product proposed), do hereby authorize \_\_\_\_\_\_ (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. SSCDL-ERP-RFP-02-2020 for the above product developed by us.

We authorized the \_\_\_\_\_ (name of the bidder) for the following modules/products:

Sr. No.	Product Name	Make & Model
1		
2		
Ν		

<<<for software components>>>>

We\_\_\_\_\_\_ (Name of the OEM) extend our warranty maintenance or support services for proposed product against this invitation for bid by \_\_\_\_\_\_\_ (Name of the Bidder) as per requirements of this RFP for 4 years post completion of Hypercare Support. We also confirm that End of support date have not been announced for the product proposed and product roadmap is attached for your reference.

#### <<<for hardware components>>>>

We\_\_\_\_\_ (Name of the OEM) extend our warranty maintenance, support services and parts availability for proposed product against this invitation for bid by \_\_\_\_\_\_ (Name of the Bidder) as per requirements of this RFP for 4 years post completion of Hypercare Support. We also confirm End of support date have not been announced for the product proposed and product roadmap is attached for your reference.

<<< for Cloud Based DR Service Provider (CSP)>>>>

We\_\_\_\_\_ (Name of the CSP) extend our services for Cloud Based DR against this invitation for bid by \_\_\_\_\_\_ (Name of the Bidder) as per requirements of this RFP for 4 years post completion of Hypercare Support.

Thanking you, Yours faithfully,

(Signature) For and on behalf of: \_\_\_\_\_ (Name of the OEM) Authorised Signatory Name: Designation: Place: Date:

SURAT SMART CITY DEVELOPMENT LTD.

Form-1.18: Power of Attorney for Lead Member of Consortium << To be printed on Rs. 300/- Stamp Paper >>

Whereas the Surat Municipal Corporation has invited applications from interested parties for the Selection for "*RFP for Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation*".

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ...... Having our Registered office at ......

M/s,..... Having our Registered office at ......

(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the SSCDL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the SSCDL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

For ..... (Signature)

(Name & Title)

For ..... (Signature)

.....

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate

# Form-1.19: Sub-Contractor Details

[Project Title]

#### (Attach separate sheet for each Sub-Contractor)

Name of	Name of the Proposed Sub-Contractor											
Select the	e Sub-Contracted scope of work											
No	Name of the Sub-Contracted Scope of work	YES / NO										
1	T Infra. Installation and support at DC and DR Site											
2	Email exchange and Collaboration Tool											
3	ISO Audit											
4	Helpdesk Support											
Detailed I Sub-Cont	Business Address of ractor											
Contact N	No:											
Website l	URL:											
Email Add	dress:											

I confirm that the proposed sub-contractor meets all the pre-qualification criteria mentioned in the RFP. The Information submitted above is true and I am aware that submitting false information will lead to rejection of our bid and SSCDL reserves rights to take appropriate actions in this regard.

#### (Sign & Stamped by authorized signatory of Prime Bidder)

#### Name & Designation:

#### Enclosure:

Please provide following documents along with this form for sub-contractor

- 1. Copy of Agency registration
- 2. GST Registration Certificate
- 3. Agreement of Sub-contracting
- 4. Experience Statement as in Section-9 Form –1.5

*Purchase Order or Work Order duly authenticated/signed by the respective client be furnished to demonstrate pre-qualification criteria mentioned in the RFP section 3.11 and 6.1.3* 

# 10. CONTENT AND FORMAT OF PRICE PROPOSAL

## **10.1 PRICE BID COVER LETTER**

# << To be printed on letter head of Prime Bidder and signed by Authorized signatory of Prime bidder>>

Date: dd/mm/yyyy

То

## Chief Executive Officer, Surat Smart City Development Ltd.

1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India.

**Subject:** RFP for Selection of System Integrator for ERP **REF:** RFP No. SSCDL-ERP-RFP-02-2020

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "**RFP for Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation**" do hereby propose to provide services as specified in the Bid Document referred above.

#### 1. PRICE AND VALIDITY

- 1 All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
- 2 We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
- 3 We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altercated under the law, we shall pay the same.
- 2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

#### 4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

## 5. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

We fully understand and agree to the scope of work, our roles and responsibilities, obligations, risks involved and terms and conditions specified in RFP documents. I/We undertake to do design, development, integration, implementation, operation, maintenance, and management of Implementation and post implementation support of Enterprise Resource Planning, on 'Design-Develop-Maintain-Transfer' basis as per the terms of the RFP.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you, Yours faithfully,

(Signature of the Authorized Signatory) Name Designation Seal. Date: Place: Business Address:

## **10.2 GENERAL INSTRUCTIONS**

- 1. Bidder should provide all prices as per the prescribed format under this section in online form only.
- 2. All the prices are to be entered in Indian Rupees (INR) only.
- 3. The rates quoted online in Price Proposal shall be exclusive of GST but inclusive of any other directly or indirectly applicable taxes. GST as applicable shall be payable by the Authority to the Selected Bidder based on invoice raised and on submitting the evidence of payment of such Service Tax. Any deviations due to change in the rate of directly applicable taxes and duties except GST would be Liability of the Selected Bidder.
- 4. SSCDL shall be entitled to deduct tax at source or any other taxes/ cess as may be applicable
- 5. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- 6. SMC/SSCDL reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- 7. The SI needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- 8. Quantities mentioned in the commercial formats are indicative in number. SMC/SSCDL at its discretion may or may not procure the listed components in mentioned quantities at the time of placing order / agreement. SSCDL has the rights to delete any of the component before final implementation. The successful bidder shall not object to the upward or downward variation in quantities of any item.
- 9. Payment for additional quantities shall be made at tender rates. If SMC/SSCDL wants to procure additional quantities, the same shall be valid during contract period for such purchases.
- 10. No claim shall be entertained or become payable for price variation of additional quantities
- 11. No escalations of prices will be considered under any circumstances
- 12. The bidders are required to carry out due diligence in proposing various systems and keep in mind the overall system requirements and provide justification for the quantities in the Technical Proposal.
- 13. SMC/SSCDL reserves the right to question the logic of pricing for all ERP and other software, ATS and AMC costs, and thus bidders are required to ensure that no unjustified higher (or lower) pricing is done for subsequent years.
- 14. SMC/SSCDL reserves the right to do market survey for bid prices offered and negotiate with the bidder if their prices are higher than the ones discovered at that point of time.

#### **10.3 COMMERCIAL BID FORMAT**

[Note: Price Bid is to be submitted online only. The Price Bid if submitted physically along with Technical Bid leading to revelation of prices before the due date of opening of the Price Bid will lead to disgualification.]

# Please note below important instructions for preparation and submission of commercial bid

- 1. **Under Schedule-A,** bidder is required to specify the implementation Cost and Annual Support Cost for ERP Core Modules and Implementation Cost and Annual Support Cost for e-Office Application using DMS & BPM.
- 2. **Under Schedule-B**, bidder is required to specify the yearly subscription cost for the Email Exchange & Collaboration tool.
- Under Schedule-C: Table-1, bidder is required to clearly list each item that is licensed separately and required as part of proposed solution w.r.t. COTS product related to ERP and e-office/BPM. Software license required at DR should be listed as a separate line with suffix "[for DR]".
- 4. **Under Schedule-C: Table-2**, bidder is required to clearly list each item that is licensed separately and required as part of proposed solution w.r.t. Server OS, Database, Backup Software, Antivirus, Virtualisation License, ITSSM Tool, etc. for physical Data Center. Software license required at DR should be listed as a separate line with suffix "[for DR]".
- 5. **Under Schedule-D: Table-1**, bidder is required to clearly list each hardware item that is required to host the proposed solution at physical Datacenter. Each item with different configuration (i.e. servers of different configuration) should be listed separately.
- 6. **Under Schedule-D: Table 2a**, bidder is required to clearly list each subscription item (i.e. computer service, storage service, database service, security service, etc.) required as part of Cloud based Idle DR.
- 7. **Under Schedule-D: Table 2b,** bidder is required to clearly list each subscription item (i.e. computer service, storage service, database service, security service, etc.) required as part of Cloud based Active DR. For the purpose of commercial bid evaluation, cost of Active DR will be considered for 120 hours on a yearly basis including provision for the DC/DR mock drills.
- 8. **Under Schedule-D: Table 3**, bidder is required to clearly mention the cost of ISO 27001 Certification.
- Under Schedule-E, bidder is required to quote the Monthly Billing Rate for additional resources. However, the cost of additional resources will not be considered for financial evaluation. If required, SMC/SSCDL may ask the bidder to deploy additional resources as per the rates specified in the table
- 10. All the above schedules are to be submitted online only as part of commercial proposal.
- 11. Based on above schedules the Project summary will be generated by SSCDL/SMC to evaluate the Commercial Proposal of the bidder as per table below:

Sr. No.	Description	Total Amount without Taxes
1	Total Cost of Schedule - A [Implementation Cost and Annual Support Cost for ERP Core Modules and e-Office Application using DMS & BPM]	
2	Total Cost of Schedule - B [Email Exchange & Collaboration Tool]	
3	Total Cost of Schedule - C: Table 1 [Software Licenses & ATS cost for ERP OEM and e-Office with DMS & BPM]	
4	Total Cost of Schedule - C:Table 2 [Other Software Licenses & ATS Cost]	
5	Total Cost of Schedule - D:Table 1 [IT Infrastructure Hardware for Datacenter with warranty support ]	
6	Total Cost of Schedule - D: Table 2a [IT Infrastructure, Software & Service Cost for Cloud based Idle DR]	
7	Total Cost of Schedule - D: Table 2b [IT Infrastructure, Software & Service Cost for Cloud based <b>Active DR</b> ]	
8	Total Cost of Schedule - D: Table 3 [ISO 27001 Certification Cost]	
	Grand Total in INR	

# 10.3.1 Schedule-A: Implementation Cost and Annual Support Cost for ERP Core Modules and e-Office Application using DMS & BPM

- **1.** Under Schedule-A, bidder is required to specify the implementation Cost and Annual Support Cost for ERP Core Modules and Implementation Cost and Annual Support Cost for e-Office Application using DMS & BPM.
- 2. All the prices quoted should be excluding GST. Rate of GST to be indicated separately. The rate of GST will not be considered in Commercial evaluation and GST will be paid extra on actuals

S	Schedule-A: Implementation Cost and Annual Support Cost for ERP Core Modules and e-Office Application using DMS & BPM											
#	Description	Qty	Measurement Unit	Unit Price (in INR)	Amount (in INR)	Rate of GST in %						
(A)	(B)	(C)	(D)	(E)	(F) = (C) X (E)	(G)						
A	ERP Core Modules: Implementation Cost	1	Lumpsum									
В	ERP Core Modules: Annual Support Cost for 4 years with required mandatory onsite presence (defined under PGLS section)	4	Years									

	supported by offshore team post Hypercare Support			
С	e-Office Application using DMS & BPM: Implementation Cost	1	Lumpsum	
D	e-Office Application using DMS & BPM: Annual Support Cost for 4 years with required mandatory onsite presence (defined under PGLS section) supported by offshore team post Hypercare Support	4	Years	

#### 10.3.2 Schedule-B: Email Exchange & Collaboration Tool

- **1. Under Schedule-B**, bidder is required to specify the yearly subscription cost for the Email Exchange & Collaboration tool.
- 2. All the prices quoted should be excluding GST. Rate of GST to be indicated separately. The rate of GST will not be considered in Commercial evaluation and GST will be paid extra on actuals

	Schedule-B: Email Exchange & Collaboration Tool												
#	Description	No. of Users	Yearly Subscription Cost (in INR)	Subscription Cost of 4 years									
(A)	(B)	(C)	(D)	(E)=(C)*(D)*4	(F)								
A	Subscription charges for Email Exchange & Collaboration tool	1000											
Tota	I Amount in IN	R											

## 10.3.3 Schedule-C: Software Licenses & ATS Cost

# Table 1- Software Licenses pertaining to ERP OEM and e-Office with DMS & BPM

- 1 Under Schedule-C: Table-1, bidder is required to clearly list each item that is licensed separately and required as part of proposed solution w.r.t. COTS product related to ERP and e-office/BPM. Software license required at DR should be listed as a separate line with suffix "[for DR]".
- 2 The yearly ATS Charge for respective software component should be mentioned in Column-I: ATS Charge. In case, if ATS is not applicable for certain line item then "0" should be mentioned in Column-I.
- 3 All the prices quoted should be excluding GST. Rate of GST for License Cost and ATS to be specified in Column-L and Column-M, GST will be paid extra on actuals.
- 4 The information mentioned in Column C,D,E &F should be same as mentioned in Unpriced BoQ in Section 11.3 of the RFP

		S	Schedule-C:	: Table-1 -Software	Licenses per	taining	to ERP OEM an	nd e-Office	with DMS & I	BPM		
Item	Item Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumpsum, etc.)	Proposed Qty	Unit Price (in INR)	Total License Amount (in INR)	ATS Charge (in INR)	ATS for 4 years (in INR)	Total Amount (in INR)	Rate of GST in % Applicable on License	Rate of GST in % Applicable on ATS Charge
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)=(F)*(G)	(I)	(J)=(I)*4	(K)=(H)+(J)	(L)	(M)
1	Supply & Activation ERP License (275 units)											
I	Finance - Accounting											
li	Finance - Costing											
lii	HR - Personnel Management											
iv	HR-Appraisal & Promotion											

ltem	Item Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumpsum, etc.)	Proposed Qty	Unit Price (in INR)	Total License Amount (in INR)	ATS Charge (in INR)	ATS for 4 years (in INR)	Total Amount (in INR)	Rate of GST in % Applicable on License	Rate of GST in % Applicable on ATS Charge
v	Vendor Managementetc.											
2	Supply & Activation of ERP Employee Self- service (1000 Units)											
i												
ii												
3	Supply & Activation of Payroll License ( 20000 units)											
i												
ii												
 4	e-Office with DMS and BPM											
i												
ii												
「otal /	Amount in INR											

## Table 2-Other Software Licenses & ATS Cost

- 1. **Under Schedule-C: Table-2,** bidder is required to clearly list each item that is licensed separately and required as part of proposed solution w.r.t. Server OS, Database, Backup Software, Antivirus, Virtualisation License, ITSSM Tool, etc. for physical Data Center. Software license required at DR should be listed as a separate line with suffix "[for DR]".
- 2. The yearly ATS Charge for respective software component should be mentioned in Column-I: ATS Charge. In case, if ATS is not applicable for certain line item then "0" should be mentioned in Column-I.
- 3. All the prices quoted should be excluding GST. Rate of GST for License Cost and ATS to be specified in Column-L and Column-M, GST will be paid extra on actuals.
- 4. The information mentioned in Column C,D,E &F should be same as mentioned in Unpriced BoQ in Section 11.3 of the RFP

ltem	ltem Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumpsum, etc.)	Proposed Qty	License rate (in INR)	Total License Amount (in INR)	ATS Charge (in INR)	ATS for 4 years (in INR)	Total Amount (in INR)	Rate of GST in % Applicable on License	Rate of GST in % Applicable on ATS Charge
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)=(F)*(G)	(I)	(J)=(l)*4	(K)=(H)+(J)	(L)	(M)
1	Database											
2	Server OS											
3	IT Service Support Management (ITSSM)											
4	Backup											
5 	Virtualisation											
Total	Amount in INR		1									

# 10.3.4 Schedule-D: Datacenter IT Infrastructure, Cloud Based DR & Certification Cost

## Table 1-IT Infrastructure Hardware for Datacenter with warranty support

- 1 Under Schedule-D: Table-1, bidder is required to clearly list each hardware component that is required to host the proposed solution at physical Datacenter. Each item with different configuration (i.e. servers of different configuration) should be listed separately.
- 2 All the prices quoted should be excluding GST. Rate of GST to be indicated separately. The rate of GST will not be considered in Commercial evaluation and GST will be paid extra on actuals.
- 3 The information mentioned in Column C,D,E &F should be same as mentioned in Unpriced BoQ in Section 11.3 of the RFP

	Sch	edule-D: Table 1	- IT Infrastructu	ire Hardware for I	Datacenter with wa	arranty support		
ltem	Item Description	OEM & Model	Part Code	Measurement Unit	Proposed Qty	Unit Price with 4 years warranty support post Hypercare support (in INR)	Total Amount (in INR)	Rate of GST in %
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)=(F)*(G)	(I)
1								
2								
3								
Total Am	ount in INR							

# Table 2a- IT Infrastructure, Software & Service Cost for Cloud based Idle DR

Note:

- 1. Under Schedule-D: Table 2a, bidder is required to clearly list each subscription item (i.e. computer service, storage service, database service, security service, etc.) required as part of Cloud based Idle DR.
- 2. All the prices quoted should be excluding GST. Rate of GST to be indicated separately. The rate of GST will not be considered in Commercial evaluation and GST will be paid extra on actuals.
- 3. The information mentioned in Column C,D,E &F should be same as mentioned in Unpriced BoQ in Section 11.3 of the RFP
- 4. DR storage should be provisioned at 50% of the capacity (250 TB) of the Data Centre site. In case of requirement for additional storage space, SI will be required to provision the same as per the approved rate on pro-rata basis

	Schedule-D: Table 2-IT Infrastructure, Software & Service Cost for Cloud based Idle DR												
ltem	Item Description	OEM & Model	Part Code	Measurement Unit	Proposed Qty	Yearly Subscription Rate (in INR)	Subscription Amount for 4 years (in INR)	Rate of GST in %					
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)=(F)*(G)*4	(I)					
1													
2													
Total Amo	unt in INR												

## Table 2b- IT Infrastructure, Software & Service Cost for Cloud based Active DR

Note:

1. **Under Schedule-D: Table 2b**, bidder is required to clearly list each subscription item (i.e. computer service, storage service, database service, security service, etc.) required as part of Cloud based Active DR.

- 2. All the prices quoted should be excluding GST. Rate of GST to be indicated separately. The rate of GST will not be considered in Commercial evaluation and GST will be paid extra on actuals.
- 3. The information mentioned in Column C,D,E &F should be same as mentioned in Unpriced BoQ in Section 11.3 of the RFP
- 4. For the purpose of commercial bid evaluation, cost of Active DR will be considered for 120 hours on a yearly basis including provision for the DC/DR mock drills

	Schedule-D: Table 2b-IT Infrastructure, Software & Service Cost for Cloud based Active DR									
ltem	Item Description	OEM & Model	Part Code	Measurement Unit	Proposed Qty	Hourly Subscription Rate (in INR)	Subscription Amount for 4 years (in INR)	Rate of GST in %		
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)=(F)*(G)*120*4	(I)		
1										
2										
Total Am	otal Amount in INR									

#### Table 3- ISO 27001 Certification Cost

- 1. **Under Schedule-D: Table 3**, bidder is required to clearly mention the cost of ISO 27001 Certification.
- 2. All the prices quoted should be excluding GST. Rate of GST to be indicated separately. The rate of GST will not be considered in Commercial evaluation and GST will be paid extra on actuals

	Schedule-D: Table 3-STQC Certificate Cost									
ltem	Item Description	Measurement Unit	Qty	Rate in INR (in INR)	Total Amount (in INR)	Rate of GST in %				
(A)	(B)	( C)	(D)	(E)	(F)=(D)*(E)	(I)				
1	ISO 27001 Certification Cost	Number	2							
Total Amo	ount in INR									

#### **10.3.5 Schedule E: Monthly Billing Rate**

- 1 All the prices quoted should be excluding GST and the same will be paid extra on actuals.
- 2 The cost of additional resources will not be considered for financial evaluation. If required, SMC/SSCDL may ask the bidder to deploy additional resources as per the rates specified in the table

Sr. No.	Role	Monthly Billing Rate (in INR) – ONSITE	Monthly Billing Rate (in INR)– OFFSHORE
1	Project Manager		
2	Functional Consultant		
3	System Architect		
4	Lead Application Developer		
5	Application Developer (ERP)		
6	Integration Lead		
7	Database Administrator		
8	System Administrator		
9	Application Developers (e-Office, BPM/DMS)		
10	Helpdesk Support Engineer		

# 11. IT Infrastructure Requirements

## **11.1 GENERAL INSTRUCTIONS**

The bidder will be responsible for the following:

- a) The bidder shall design, size, purchase, install, configure, commission and maintain the hardware components and related software for the solution implementation as per the minimum requirements provided hereunder. These requirement needs to be addressed by the Bidder while recommending Hardware for the solution. Bidder would be responsible for the entire infrastructure including maintenance of the Infrastructure and any structured cabling (LAN / SAN) requirements interconnecting the racks.
- b) Bidders have to size and propose the hardware infrastructure required to host the applications as part of the Integrated Systems Solution duly meeting the SLA requirements. The Bidder would have to identify infrastructure requirement which will include server, storage, backup, operating system, database, network, security etc. The sizing needs to be done keeping in mind the SMC's requirement for performance, response time and scalability, latest state-of-the-art, virtualisation & guaranteed uptime during its entire lifespan with uninterrupted services
- c) SMC/SSCDL is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing. SMC/SSCDL at all times will benchmark the performance of the Bidder to the RFP Documents circulated to the Bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to SMC/SSCDL within two weeks of detection of the deviation, in order to achieve the desired service levels as well as meeting the requirements of these documents. SMC/SSCDL shall not be responsible for any assumptions made by the Bidder. Also, if bidder misses to factor the cost of any item required to deliver the solution successfully or under sizes the hardware, then the bidder has to provide that without any additional cost.
- d) This sections details out the minimum technical specification of the hardware and software to be used in the project. The bidder is free to provide any additional/higher features or capabilities.
- e) The Bidder has to do sizing assuming an increase of 25% on the user count and a peak time concurrency of 70%.

#### f) The integrated solution shall have following environments:

- i. Production environment at DC configured in High availability mode with no single point of failure in Active-Active Mode.
- ii. Non-production environment consisting of Development/Quality/etc. at DC
- iii. Production environment at Cloud based Disaster Recovery Site
- g) For ERP production server must be on physical architecture without use of virtualization.

#### h) **DR Site on third party (Cloud) site:**

- i. SI will be required to properly size and provide complete solution including all the components to meet the RFP requirements.
- ii. The sizing and solution document must be submitted as part of Technical Bid document.

- iii. In the event of DC failure, DR site shall take over the active role, with 50% of compute of DC production environment infrastructure and such scenario will be called "Active DR". Else the compute environment in DR shall be available with minimum possible compute resources required for a functional DR as per the Cloud solution offered, such scenario will be called "Idle DR". DC Production Database shall be replicated on an ongoing basis and shall be available in full as per designed RTO/RPO (2 hours/ 4 hours) and replication strategy.
- iv. In addition to regular back up at DC, back up of Non-production environment consisting of Development/Quality/etc. at DC should be done at Cloud based DR site (weekly full backup with daily incremental backup). Backup to be retained for two weeks e.g. Backup of 1st week to be over written while taking backup of 3rd week where as the backup of 2nd week should be retained and similarly backup of 2nd week to be over written while taking backup of 4th week where as the backup of 2nd week should be retained.
- v. DR storage should be provisioned at 50% of the capacity (250 TB) of the Data Centre site. In case of requirement for additional storage space, SI will be required to provision the same as per the approved rate on pro-rata basis.
- vi. DC and DR should be configured in Active-Passive Mode.
- vii. The solution has to be configured with an RPO of 2 hour and RTO of 4 hour
- viii. Bidder shall be responsible to carry out DC/DR mock drills on half-yearly basis or as and when required.
- ix. Bidder will be required to quote the price for Active DR and Idle DR setup separately. For the purpose of commercial bid evaluation, cost of Active DR will be considered for 120 hours on a yearly basis including provision for the DC/DR mock drills where as the payment for Active DR will be made for actual hours of utilization as per the price quoted in commercial bid
- i) The hardware to host ERP solution must be certified by OEM
- j) No components proposed by the bidder should be declared End of Support, End of Sale or End of Life by the OEM as of the date of RFP submission. Any components that become end of support during the contract period, should be replaced 30 days in advance by the bidder at no additional cost.
- k) All the patches have to run successfully on Test & Development (T&D) environment before deployed Live for production. Bidder has to ensure that the patches provided are compatible with the customized solution running at SMC and will not have any adverse impact on the existing functionalities.
- I) Bidder can leverage virtualization to arrive on the solution.
- m) The Bidder shall be responsible for delivering the desired performance level and availability as described in RFP and suitably design, supply, install and commission hardware, software and other components otherwise the bidder shall replace the required system without any additional cost.
- n) The Bidder will be required to provide detailed documentation on:
  - i. The hardware and related software to be supplied;
  - ii. The process to be followed in installation of the hardware and related software;
  - iii. The process to be followed in maintenance and upgrade of the hardware and related software;

- o) The Bill of Materials as estimated by SMC is not exhaustive. Any additional items/ components like Hardware, Software, any licenses, accessories, service etc. as required to make the project completely operational may be assessed by the Bidder and the same may be incorporated in the offer. Even at the time of execution, if any additional items/ components like Hardware, Software, any licenses, accessories, service etc. are required to complete the system integration, notwithstanding the BOM as identified by the Bidder as above, the same shall be provided at no additional cost.
- p) The hardware sizing proposed for hosting the ERP Core Modules and e-office/BPM modules shall have to be certified by the authorized person of the respective OEM either on OEM's letter head or on SI's letter head with OEM's stamp and signature.
- q) The bidder must clearly specify the features of the offered product vis-à-vis specification and deviation if any in the Table.
- r) The technical spec sheet and the product brochure of the product offered should also be submitted along with technical bid.
- s) In case the space provided is not sufficient then a separate paper as per the format below can be annexed to the bid. The same must be duly signed and stamped.
- t) **Digital Signature infrastructure:** The bidder will be required to implement Digital Signature infrastructure in compliance with the Information Technology Act, 2000 and integrate the same as per the requirement of SMC for digitally signing of different documents like invoice, pay slips, etc. The proposed HSM must be compatible with proposed ERP OEM and e-Office BPM/DMS OEM. It should enable signing of the documents digitally and send the same to the recipient through email or can be made available to download through web-browser as well as archived/stored in a centralized DMS system for future reference. Procurement of digital signatures is not in the scope of the bidder.

## **11.2 MINIMUM TECHNICAL SPECIFICATION**

- a) The bidder can quote for each item meeting or exceeding the below mentioned minimum specification. Separate sheet needs to be attached if more than one product is quoted.
- b) The specification mentioned below are minimum specification. The bidder can quote the products equivalent or higher depending upon the sizing for the entire solution.
- c) The bidder must clearly specify the features of the offered product vis-à-vis specification and deviation if any in the Column-C and Column-D respectively.
- d) The exact make and model of the product offered must be specified in the Column-E.
- e) The technical spec sheet and the product brochure of the product offered should also be submitted along with technical bid.
- f) In case the space provided is not sufficient then a separate paper as per the format below can be annexed to the bid. The same must be duly signed and stamped.
- g) The bidder is required to submit the datasheets highlighting the Technical Specification parameters in each datasheet for compliances.

#### **1. SERVER FOR ERP SOLUTION**

#		Item	Matched [Yes/No]	Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology Name
(A)		(B)	(C)	(D)	(E)
	SERVER FOR ERP				
1.	Make	Specify			
2.	Model	Specify			
3.	Form Factor	2U or Higher Rack Mountable			
4.	Processor	<ul> <li>Intel's Xenon series Gold or platinum category processor Latest Generation</li> <li>Minimum 2.5 GHz Base frequency</li> <li>Specify Processor Model</li> <li>Specify Processing Speed</li> <li>Specify Cache</li> <li>Specify No. of Cores</li> <li>Specify No. of Processors proposed</li> </ul>			
5.	Memory Technology	<ul> <li>DIMM Slots must be supporting2400 MHz/2666MHz memory frequency</li> <li>Memory DIMM Slots must be supporting 8GB / 16GB / 32GB /64GB/128GBmemory modules.</li> <li>Minimum 50% DIMM Slots must be supporting Non- Volatile Memory/Persistent memory.</li> <li>As per Application architecture, vendor can propose the memory. Hardware must have a provision to scale up at least 25% more capacity for future.</li> <li>Specify Maximum RAM supported</li> <li>Specify Total RAM Proposed</li> </ul>			
6.	Chipset	Compatible latest series of chipset (specify chipset)			

#		ltem	Matched [Yes/No]	Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology Name
7.	Hard Disk				Name
	Drives	hard disks in case of internal			
		storage is offered. Database and			
		Critical application workload must be running from SSD Hard disks.			
		Other supporting workloads can			
		be offered on SAS drives.			
		Specify the No. of HDD Slots			
		supported			
		Specify the HDD Capacity Offered			
		Specify the HDD Composition			
		proposed with capacity of each			
		type of HDD			
8.	Storage	Servers must be equipped with			
	Controllers	RAID Controller supporting RAID			
		0, 1, 5, 6, and 10 with 4GB Cache			
		memory			
9.	Networking	4 Nos. of 10G SFP+ Ports with			
	features	support of TCP/IP, Wake on LAN,			
		Failover, Fault Tolerance must be			
		available from day one. Scalability			
		of 25Gigabit Ethernet Ports in			
		same server.			
10.	Ports	2 Front and 2 Rear USB ports, 1			
		serial port, 2 RJ-45 port, 1 VGA, 1			
		Management Port (TCP\IP based).			
		Dedicated USB / Micro USB or any			
		type of Server Management port			
		in front to manage the server from			
11.	НВА	BIOS Level. Single port 8 Gb OFC HBA X 2			
'''		Nos. for redundancy to connect			
		with SAN Storage/SAN Switch			
12.	Slots	Minimum four PCIe Slots available			
		from day one and scalable up to			
		minimum 8 PCI Slots.			
13.	Server	Embedded Agent less Server			
	Management	Management software regardless			
	Features /	of operating system or Hypervisor			
	Technologies /	Presence, should be GUI HTML5			
	Software's	based with functionality/features			

#		ltem	Matched [Yes/No]	Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology Name
		<ul> <li>Mentioned below:</li> <li>Alerts for monitoring health of critical components.</li> <li>Having two factor Authentication support.</li> <li>Should support automatic check &amp; update of hardware drivers &amp; BIOS Version Control.</li> <li>Should be able to generate a report on Inventory &amp; automatically track server warranty information. Remote Deployment &amp; Configuration.</li> <li>Email Alerting's on at least, Fan, Power Supply, Memory, CPU, RAID, NIC, Internal HDD, Out of Band Performance. Customizable Settings for Exhaust Temperature</li> </ul>			
14.	Diagnostics Features	Embedded Diagnostic Tools, Server Configuration Backup & Restoration, System error LEDs on Front Panel in case of component failure			
15.	Power Supply	Hot Swappable High Efficiency Redundant Power Supplies (1+1) capable to provide necessary power for fully loaded server with India Power Cord.			
16.	OS Support	Microsoft Windows Server 2012R2 or higher, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), Ubuntu, Citrix Xen Server, Vmware ESXi			
17.	Virtualization Support	Should support leading virtualization platforms including the one proposed by the bidder (if any)			
18.	Mounting Kit	Sliding rack mounting kit for rack server			

#		ltem	Matched [Yes/No]	Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology Name
19.	Warranty	<ul> <li>24 x 7 on-site comprehensive back-to-back OEM warranty with parts during complete contract period</li> <li>minimum 7 years OEM's product support guarantee (Vendor has to give the same on OEM letterhead)</li> </ul>			
20.	Use of proposed server	Specify the type of proposed server (i.e. production server / testing server, etc.) and use of server (data base server, application server, etc.)			
21.	Quantity	Specify the quantity of the proposed server as per the solution architecture			
	The above table table solution.	should be used to provide the spec	cifications o	of the servers to	be used for

## 2. SERVER FOR OTHER REQUIREMENTS

#		ltem		Deviation from Specificatio n/ Remarks if Any	Specify Make, Model & Technology Name
(A)		(B)	(C)	(D)	(E)
II.	SERVER FOR OT	THER REQUIREMENTS			
1.	Make	Specify			
2.	Model	Specify			
3.	Form Factor	2U or Higher Rack Mountable			
4.	Processor	Minimum 2.5 GHz Base frequency			
		Specify Processor Model			
		Specify Processing Speed			
		Specify Cache			
		Specify No. of Cores			
		Specify No. of Processors proposed			
5.	Memory	DIMM Slots must be			
	Technology	supporting2400 MHz/2666MHz			
		memory frequency			
		Memory DIMM Slots must be			

#		ltem	Matched [Yes/No]	Deviation from Specificatio n/ Remarks if Any	Specify Make, Model & Technology Name
		<ul> <li>supporting 8GB / 16GB / 32GB / 64GB/128GBmemory modules.</li> <li>As per Application architecture, vendor can propose the memory. Hardware must have a provision to scale up at least 25% more capacity for future.</li> <li>Specify Maximum RAM supported</li> <li>Specify Total RAM Proposed</li> </ul>			
6.	Chipset	Compatible latest series of chipset (specify chipset)			
7.	Hard Disk Drives	Specify the No. of HDD Slots supported Specify the HDD Capacity Offered Specify the HDD Composition proposed with capacity of each type of HDD			
8.	Storage Controllers	Servers must be equipped with RAID Controller supporting RAID 0, 1, 5, 6, and 10 with 1 GB Cache memory			
9.	Networking features	2 Nos. of 10G SFP+ Ports with support of TCP/IP, Wake on LAN, Failover, Fault Tolerance must be available from day one. Scalability of 25Gigabit Ethernet Ports in same server.			
10.	Ports	2 Front and 2 Rear USB ports, 1 serial port, 2 RJ-45 port, 1 VGA, 1 Management Port (TCP\IP based). Dedicated USB / Micro USB or any type of Server Management port in front to manage the server from BIOS Level.			
11.	НВА	Single port 8 Gb OFC HBA X 2 Nos. for redundancy to connect with SAN Storage/SAN Switch			
12.	Slots	Minimum four PCIe Slots available from day one and scalable up to minimum 8 PCI Slots.			
13.	Server Management	Embedded Agent less Server Management software regardless of			

#		ltem		Deviation from Specificatio n/ Remarks if Any	Specify Make, Model & Technology Name
	Features / Technologies / Software's	<ul> <li>operating system or Hypervisor Presence, should be GUI HTML5 based with functionality/features mentioned below:</li> <li>Alerts for monitoring health of critical components.</li> <li>Having two factor Authentication support.</li> <li>Should support automatic check &amp; update of hardware drivers &amp; BIOS Version Control.</li> <li>Should be able to generate a report on Inventory &amp; automatically track server warranty information. Remote Deployment &amp; Configuration.</li> <li>Email Alerting's on at least, Fan, Power Supply, Memory, CPU, RAID, NIC, Internal HDD, Out of Band Performance. Customizable Settings for Exhaust Temperature</li> </ul>			
14.	Diagnostics Features	Embedded Diagnostic Tools, Server Configuration Backup & Restoration, System error LEDs on Front Panel in case of component failure			
15.	Power Supply	Hot Swappable High Efficiency Redundant Power Supplies (1+1) capable to provide necessary power for fully loaded server with India Power Cord.			
16.	OS Support	Microsoft Windows Server 2012R2 or higher, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), Ubuntu, Citrix Xen Server, Vmware ESXi			
17.	Virtualization Support	Should support leading virtualization platforms including the one proposed by the bidder (if any)			
18.	Mounting Kit	Sliding Rack mounting kit for rack server			

#		ltem	Matched [Yes/No]	Deviation from Specificatio n/ Remarks if Any	Specify Make, Model & Technology Name
19.	Warranty	<ul> <li>24 x 7 on-site comprehensive back-to-back OEM warranty with parts during complete contract period</li> <li>minimum 7 years OEM's product support guarantee (Vendor has to give the same on OEM letterhead)</li> </ul>			
20.	Use of proposed server	Specify the type of proposed server (i.e. production server / testing server, etc.) and use of server (data base server, application server, etc.)			
21.	Quantity	Specify the quantity of the proposed server as per the solution architecture			
	e: The following to r requirements.	able should be used to provide the spec	ifications of	the servers to	be used for

## 3. SAN STORAGE WITH SAN SWITCHES

#	Item		Matched [Yes/No]	Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology Name
(A)		(B)	(C)	(D)	(E)
III.	SAN Storage with SAN S	<u>witches</u>			
1.	MAKE	Specify			
2.	MODEL	Specify			
3.	Controllers	<ul> <li>At least 2 hot pluggable Controllers in active/active mode (for all required protocols) with automatic failover to each other in case of one controller failure.</li> <li>The controllers / Storage nodes should be upgradable seamlessly, without any disruptions / downtime to production workflow for performance,</li> </ul>			

#	ltem		Matched	Deviation from	Specify
			[Yes/No]	Specification/ Remarks if Any	Make, Model & Technology Name
		<ul><li>capacity enhancement and software / firmware upgrades.</li><li>Minimum four Xeon 8</li></ul>			
		Core CPU across storage controllers • Controller must support			
		Multipath I/O Architecture.			
4.	Storage Operating System	Storage offered must be with the latest operating system			
5.	Cache	<ul> <li>Minimum 512 GB of useable cache across controllers, out of which minimum 384 GB Cache must be controller cache and rest can be flash based cache.</li> <li>Cache shall be used only for data and control operations and should not handle any overhead of operating system</li> </ul>			
6.	Host Interface Port	Minimum 16 nos. of 16 Gbps Fibre Channel Ports (in high availability) across Controller shall be available. Ports must be active and populated with SFP+ from day one.			
7.	Back and front port	The storage should support 8/16 Gbps on FC to connect SAN Switch, 10Gbps on iSCSI (SFP+/Base-T) to Connect on LAN switch within same controller pair.			
8.	Scalability	System should support a minimum of 500 drives or more within the same set of controllers.			

#	ltem		Matched [Yes/No]	Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology
9.	Disk Drive Support	System should have support for • SSD/Flash drives • SAS drives • Near-line SAS drives			Name
10.	RAID support	Should support various RAID Levels (RAID 0 / 1 / 5 / 6 / 10 or any combination of RAID level on single Storage system)			
11.	Solution/ Type	Bidder is required to offer corresponding ports both in server as well as storage controller based on the solution proposed (FC/iSCSI).			
12.	Storage	<ul> <li>The proposed storage should be supplied with 500 TB usable capacity (with no compression and de-duplication) with at least 100 TB usable capacity using SSD drive, 200 TB usable capacity using SAS drives and 200 TB usable capacity using NL-SAS drives.</li> <li>Bidder is required to use RAID 5 / RAID 6 / RAID 10 as per best practises and to maximise the performance of entire software solution proposed.</li> <li>Each LUN created should not have more than 10 drives. 1 Global Hot Spare per 20 drives with equivalent or higher capacity should be considered.</li> </ul>			

#	Item		Matched	Deviation from	Specify
			[Yes/No]	Specification/ Remarks if Any	Make, Model & Technology Name
		Capacity of SSD drive     proposed should not be			
		proposed should not be more than 4 TB.			
		Capacity of SAS drive			
		proposed should not be			
		more than 2 TB.			
		<ul> <li>Capacity of NL-SAS</li> </ul>			
		drive proposed should			
		not be more than 10 TB			
13.	Global Hot Spare	System should have the			
		capability to designate			
		global hot spares that can			
		be automatically be used			
		to replace a failed drive			
		anywhere in the system.			
		• Storage system should be			
		configured and offered			
		with required Global Hot-			
		spares for the different			
		type and no. of disks			
		configured, as per the system architecture best			
		practices.			
14.	Minimum LUNs	Capacity to create minimum			
		2000 numbers of LUNs			
15	This Duration				
15.	Thin Provisioning	Offered Storage System should have Thin Provisioning			
		and Thin Reclamation.			
16.	Hardware Platform	Rack mounted form-factor			
		• Modular design to			
		support controllers and			
		disk drives expansion			
17.	On-line Expansion/RAID	System should have online			
	Group creation/	expansion and shrinking of			
	Expansion	RAID Group or addition and deletion of new RAID Group.			
		Must be able to add and			
		delete additional disks on the			
		fly to expand or reduce the			
		RAID group capacity or create			
		new RAID Group.			
#	Item		Matched [Yes/No]	Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology Name
-----	-------------------------------------	---	---------------------	--	---
18.	Redundancy and High Availability	The Storage System should be able to protect the data against single point of failure with respect to hard disks, Cache memory, Controller card, connectivity interfaces, fans and power supplies			
19.	Management software	<ul> <li>All the necessary software (GUI Based) to configure and manage the storage space, RAID configuration, logical drives allocation, snapshots, Deduplication, Compression, Thin Provisioning, Virtualization integration, etc. are to be provided for the entire system proposed from day-1.</li> <li>Licenses for the storage management software should include disc capacity/count of the complete solution and any additional disks to be plugged in in the future, upto max capacity of the existing controller/units.</li> <li>A single command console for entire storage system.</li> <li>Should also include storage performance monitoring and management software. This should provide detail of performance like IOPs utilization, response time and also provide capacity detail like amount of capacity allocated,</li> </ul>			

#	ltem		Matched	Deviation from	Specify
			[Yes/No]	Specification/	Make, Model
				Remarks if Any	& Technology
					Name
		capacity used and			
		capacity free.			
		• Should provide the			
		functionality of proactive			
		monitoring of Disk drive			
		and Storage system for all			
		possible disk failures			
		• Should be able to take			
		"snapshots" of the stored			
		data to another logical			
		drive for backup purposes			
		• There should be a			
		dedicated Ethernet port			
		for management and it			
		should not use the iSCSI			
		host ports for			
		management.			
20.	Data Protection	The storage array must have			
		complete cache protection mechanism either by de-			
		staging data to disk or			
		providing complete cache			
		data protection with battery			
		backup for up to 4 hours			
21.	Server Operating	Must be completely			
	System Support	supported by the server			
		operating system offered			
		by the bidder for all the			
22.	Virtualization Support	features and technology Storage System must be			
۲۲.		completely supported by the			
		virtualization technology			
		offered by the bidder for all			
		the features and technology			
23.	Accessories	All the necessary tools &			
		tackles licenses, cables/ connectors for Ethernet/			
		connectors for Ethernet/ Fibre/USB/ Power etc.			
		required for making the			
		system operational shall be			
L		provided by the bidder.			
24.	SAN Switch	• Standard 24 Port 16Gbps			

#	ltem		Matched	Deviation from	Specify
			[Yes/No]	Specification/	Make, Model
				Remarks if Any	&
					Technology
					Name
		SAN Switches x 2 Nos.			
		• Each SAN switch with all			
		24 Activated ports from			
		day one or if more active			
		ports require as per			
		proposed application			
		architecture, bidder has			
		to provide the same.			
		• Necessary SFP modules,			
		patch cables and other			
		required accessories has			
		to be provided.			
		• Bidder will have to ensure			
		that all the hardware; i.e.			
		servers, storage, backup			
		or any other devices			
		connecting to SAN switch			
		shall be in redundant			
		mode for controllers,			
25.	Warranty	<ul> <li>ports as well as cables.</li> <li>24 x 7 on-site</li> </ul>			
23.	vvarianty				
		comprehensive back-to-			
		back OEM warranty with			
		parts during complete			
		contract period			
		• minimum 7 years OEM's			
		product support			
		guarantee (Vendor has to			
		give the same on OEM			
		letterhead)			

## 4. LTO8 TAPE LIBRARY

#		ltem	Matched	Deviation	Specify
			[Yes/No]	from	Make,
				Specification/	Model &
				Remarks if	Technology
				Any	Name
(A)		(B)	(C)	(D)	(E)
IV. <u>I</u>	TO8 Tape Library				
1	MAKE An	y [Specify]			

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#	ltem		Matched [Yes/No]	Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology Name
2	MODEL	Any [Specify]			
3	Drive Technology	LTO 8 Fibre Channel Based			
4	Number of drives	2 Fibre Channel drive in built from day one and additional 2 drive option should be available for future.			
	Number of Cartridge slot	Minimum 24 Catridge slot should available from day one.			
8	Mounting Kit	Sliding Rack mounting kit			
9	Barcode Reader	Barcode reading functionality should be available			
10	Partition Support	Offered Tape Library shall have partition support so that each configured drive can have own partition and allocated slots.			
11	SAN Connectivity	Tape Library shall provide nativeFiberconnectivitytoEnvironment.			
12	GUI	Tape Library shall have Front panel.			
13	Power Supply	Necessary Power Supply			
14	Cables & Accessories	All the necessary tools & tackles licenses, cables/ connectors for Ethernet/ Fibre/USB/ Power etc. required for making the system operational shall be provided by the bidder.			
15	Data Cartridges	30 Nos. of LTO Gen 8 shall be supplied from Day one			
16	Cleaning Cartridges	4 Nos. of cleaning cartridges shall be supplied from day one.			
17	Compatibility	Tape library should be supported with the quoted SAN switch and Data Backup software by vendor. Integration between entire system of server, Storage, Data backup hardware and software, LAN switch and SAN switch should be ensured by bidder for complete functionality of the			

#		Item item.		Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology Name
18	OEM Undertaking /Authorisation Letter	Bidder/SI should have a back end /back-to-back support contract/agreement/arrangement specifically against this tender no. for services including supply of spare parts, expertise requirements etc. with the Original Equipment Manufacturers (OEMs) which includes the post-sales support activities to meet the Service Level Agreement (SLA) mentioned for the entire warranty period. The OEM undertaking/Authorisation letter on OEM Letter Head in this regard should be submitted along with the bid mentioning this tender no.			
19	Warranty	<ul> <li>24 x 7 on-site comprehensive back-to-back OEM warranty with parts during complete contract period</li> <li>minimum 7 years OEM's product support guarantee (Vendor has to give the same on OEM letterhead)</li> </ul>			

## 5. 10 G LAN SWITCH

#		ltem	Matched [Yes/No]	Deviation from Specification / Remarks if Any	Specify Make, Model & Technology Name
(A)		(B)	(C)	(D)	(E)
V. 10	G LAN SWITCH				
1.	MAKE	Specify			
2.	MODEL	Any [Specify]			
3.	Switching Capacity	• Switching Capacity of minimum 1280 Gbps or Higher			
4.	Ports	<ul> <li>Should have minimum 24 X 10G BASE-T RJ-45 ports and</li> <li>Should have minimum 24 X 10G BASE-SFP+ SR/LR ports with all 10G SFP+ Transceivers required should be provided/ included with product from day 1.</li> <li>Should have minimum 4 X 40G BASE-QSFP+ LR4/SR4 ports with 4 x 40G QSFP+ Transceivers required should be provided/included with product from day 1.</li> </ul>			
5.	Switch type	<ul> <li>Fully Managed &amp; Advanced Layer 3</li> <li>Core/Data Centre Switch &amp; Non-Chassis</li> <li>Based</li> </ul>			
6.	Backplane	• Properly sized			

		Switching fabric capacity (as per network configuration to meet performance requirements of wire speed switching for the connected devices)	
7.	Layer-2 Features	Switch should Support IEEE 802.1Q VLAN encapsulation & must have feature to configure minimum 4090 VLAN IDs.	
		The switch must support dynamic VLAN Registration or equivalent and Dynamic Trunking protocol or equivalent	
		<ul> <li>Switch should Support Ether Channelling - IEEE 802.3ad or port aggregation technologies (support of LACP)</li> </ul>	
		Switch should Support IEEE 802.3x flow control for full-duplex mode ports.	
		<ul> <li>Switch should Support IEEE 802.1s/w Rapid Spanning Tree Protocol (RSTP) and Multiple Spanning Tree Protocol (MSTP)</li> </ul>	
		Support for Automatic Negotiation of Trunking Protocol, to help	

		minimize       the         configuration & errors.         IGMP snooping v1, v2         and v3         Should support 32k or         more       ARP/MAC         Address table         Should support Loop         protection         of the effective
8.	Layer-3 Features	<ul> <li>Must have Static, OSPFv3, BGP4, RIPv2 and Policy based routing protocols with IPV4 &amp; IPv6 supported.</li> <li>Should support Dual IP stack which Maintains separate stacks for IPv4</li> </ul>
		and IPv6       • Should support Virtual       Router     Redundancy       Protocol (VRRP).
		<ul> <li>Should support Equal- Cost Multipath (ECMP) which provides equal- cost links in a routing environment to increase link redundancy.</li> </ul>
		• Support 802.1D, 802.1S, 802.1w, Rate limiting.
		Inter-VLAN IP routing for full Layer 3 routing between 2 or more VLANs.
		Inbuilt Feature of

		DynamicHostConfigurationProtocol(DHCP)Seversimplifiesthemanagement of large IPnetworks and supportsclientandserversystem.
9.	Network Security &	Standard 802.1p CoS and DSCP.
	QoS	Must have Network traffic filtering and network control using MAC and IP Binding based ACLs
		<ul> <li>Support for Asynchronous data flows upstream and downstream from the end station or on the uplink using ingress policing and egress shaping.</li> </ul>
		Should support TACACS+ and RADIUS authentication
		Broadcast storm control to help eliminate network traffic storms
		<ul> <li>IEEE 802.1x to allow dynamic, port-based security, providing user authentication (Optional).</li> </ul>

r	1	 1
	VLAN ACLs (VACLs) on	
	all VLANs to prevent	
	unauthorized data flows	
	from being bridged	
	within VLANs. Port-	
	based ACLs (PACLs) for	
	Layer 2 interfaces to	
	allow application of	
	security policies on	
	individual switch ports	
	Standard and Extended	
	IP security router ACLs	
	to define security	
	policies on routed	
	interfaces for control-	
	and data-plane traffic.	
	Unicast MAC filtering to	
	prevent the forwarding	
	of any type of packet	
	with a matching MAC	
	address.	
	• Support for SSHv2 and	
	SNMPv3 to provide	
	network security by	
	encrypting	
	administrator traffic	
	during Telnet and	
	SNMP sessions.	
	Private VLAN or	
	equivalent feature to	
	provide security and	
	isolation between	
	switch ports, helping	
	ensure that users	
	cannot snoop on other	
	users' traffic.	
	MAC address	
	management to allow	
	management to allow	

		administrators for analysis of users added to or removed from the network.
		<ul> <li>Multilevel security on console access to prevent unauthorized users from altering the switch configuration.</li> </ul>
		IPv6 Host, Management, multicast and QoS.
10.	Management	<ul> <li>Easy-to-use, Web- based management interface through either GUI based software utility or using standard web browser interface which Supports configuration, system dashboard, system maintenance, and monitoring and for easier software/firmware upgrade through network using TFTP/HTTP etc &amp; to upload/download Configurations to and from the switch.</li> <li>In case of additional GUI based software utility, it must be included-bundled with necessary license with switch from day 1.</li> <li>Should have</li> </ul>

		<ul> <li>accessibility using Telnet, SSH, Console access.</li> <li>Provision of Dual flash images to provide independent primary and secondary</li> </ul>	
		operating system files for backup while upgrading.	
		<ul> <li>Availability of Port statistics through industry-standard RMON</li> </ul>	
		<ul> <li>SNMPv1, SNMPv2 and SNMPv3.</li> </ul>	
11.	Networking Passive Components	<ul> <li>All types         Fiber/DAC/Cat-6/Cat-7         Patch Cords of various             lengths required to             Interconnect Switch-             Switch, Switch-Server,             Switch-LIU must be             provided/supplied from             day one.     </li> </ul>	
12.	Chassis:	<ul> <li>Device must have 1+1 redundant AC power input supply and must be included/supplied with switch from day 1 with necessary mounting kit.</li> </ul>	
13.	Certifications	Energy Efficient Ethernet (EEE), FCC Class B (optional), FCC Class A, IPv6 USGv6 Certification, IPv6 UNH Certification	

14.	Warranty	24 x 7 on-site
		comprehensive back-to-
		back OEM warranty with
		parts during complete
		contract period

## 6. BACKUP SOFTWARE - SUPPORTING VIRTUAL ENVIRONMENT

#	ltem	Matched [Yes/No]	Deviation from Specification/ Remarks if Any	Specify Make, Model & Technology Name
(A)	(B)	(C)	(D)	(E)
VI.	Backup Software - supporting Virtual Environr	<u>nent</u>		
1	Industry's Leading and must be in market since last atleast 15 years			
2	MODEL - ANY [MUST BE SPECIFIED BY BIDDER]			
3	Should be able to backup open files on Windows Environment, and backup of other OS platforms like RHEL, SUSE Linux, OEL			
4	Should support All platforms of Enterprise Linux; i.e. Redhat, SUSE, Microsoft Windows 2008/2012/ 2012 R2 / 2016 servers			
6	Backup Software should support backup for all the standard and commercially available database and applications like MS-SQL, Oracle (both on Windows and Linux), Exchange, Active Directory, Sharepoint Server etc.			
7	Backup Software shall support encryption and all encryption keys shall be stored on to backup server for effective management.			
8	The backup software should support full integration to virtual environment like VMWare, Microsoft HyperV and Redhat KVM for the backup and recovery of full virtual machines and the individual files and folders inside them.			
9	Should support single pass backup for faster backup/recovery			
10	Backup Software Should support Mixed Backup methods . Both the incremental and differential backup methods in the same backup definition.			

#	Item	Matched [Yes/No]	Deviation from Specification/ Remarks if	Specify Make, Model & Technology Name
11	The backup software must have support for integrated advanced backup technologies like deduplication and archiving. The same can be added in future by just enabling the license for the same.		Any	
12	Backup Software is able to rebuild the Backup Database/Catalog from tapes in the event of catalog loss/corruption.			
13	Backup Software should support the Bare Metal Restore on non-identical Hardware			
14	The proposed Backup Solution Software should have inbuilt GUI for management of backup			
15	Backup Solution shall be able to copy data across firewall.			
16	Backup Software must be enterprise grade of and having an assurance of data restoration for next 9 - 10 years minimum. In case of there will be any upgrade in software the backup taken from proposed version shall be also restored in future with higher version.			
17	<ul> <li>24 x 7 on-site comprehensive back-to- back OEM warranty with parts during complete contract period</li> <li>minimum 7 years OEM's product support guarantee (Vendor has to give the same on OEM letterhead)</li> </ul>			

## 7. 42U SERVER RACK

#	ltem		Matched [Yes/No]	Deviation from Specificati on/ Remarks if	Specify Make, Model & Technolog y Name
(A)		(B)	(C)	Any (D)	(E)
VII.	42U Server Rack				
1.	MAKE	MAKE – Vertive /Rittal /APC/Emerson/HPE/Lenovo/Dell			

#	ltem		Matched [Yes/No]	Deviation from Specificati on/ Remarks if Any	Specify Make, Model & Technolog y Name
2.	MODEL	Specify			
3.	Dimension	Rack Width: 600mm Rack Depth/Length: 1000 mm to 1070 mm			
4.		Rack Height : 42U			
5.		Color: Black			
6.		Rack Equipment Mounting should be as per EIA-310 standard: 19" along with 'U' marking.			
7.		Rack should have minimum weight carrying Capacity of 500Kgs.			
8.	Doors	Front and Back doors should be perforated with at least 60% or higher perforations			
9.		Front & Back door should be lockable utilizing a single key with the doors.			
10.		Rack should have single front door and it should be able moved to the opposite side or interchanged with rear doors. Doors should be able to be removed easily with simple lift-off design.			
11.		Rack should have Split rear doors to improve access and serviceability to rear of rack mounted equipment.			
12.	Side Panels	Side Panels should be of Half-height on each side for easy access.			
13.		Side panels should be lockable utilizing a single key with the doors.			
14.	Cable access	It should have cable access slots in the roof for overhead cable egress.			
15.		It should have unobstructed cable access from bottom of the Rack			

#	ltem	-	Matched [Yes/No]	Deviation from Specificati on/ Remarks if Any	Specify Make, Model & Technolog y Name
		through a raised floor.			
16.	Wire managers	Two vertical wire/cable managers/panels should be provided in front and back of the rack for cable management.			
17.	Power Distribution Units	Rack must be supplied with 2 x PDUs per Rack - Vertically Mounted, 32AMPs with 25 Power Outputs. (20 Power outs of IEC 320 C13 Sockets & 5 Power outs of 5/15 Amp Sockets), Electronically controlled circuits for Surge & Spike protection 32AMPS MCB, 5 KV AC isolated input to Ground & Output to Ground.			
18.		PDUs provided should have LAN/RJ- 45 Port and it should be able to manage by assigning IP address to fetch the Information like current/voltage/power being drawn from the each port or total power from PDU.			
19.		All types of Power Cables (like C13 to C14, e.t.c.) required to power up the various Network/Server devices should be supplied/provided with it from day one.			
20.	Hardware/Acc essories provided	Rack must be supplied with minimum 2 (two) nos of standard hardware pack/bag (which includes mounting nut-bolts, cable ties e.t.c) for mounting IT equipment and tools for enclosure adjustment.			
21.		Pre-installed full-enclosure height Integrated and adjustable rear accessory channel to accommodate PDUs and vertical cable organizers.			
22.		Rear accessory channel should be			

#	ltem		Matched [Yes/No]	Deviation from Specificati on/ Remarks if Any	Specify Make, Model & Technolog y Name
		able to move to other locations of the enclosure along the side brace to resituate cable management as per requirement.			
23.		Minimum 2 x 1U Mountable Cable Manager and maximum as per site requirement needs to be supplied from Day one.			
24.	Warranty	24 x 7 on-site comprehensive back- to-back OEM warranty with parts during complete contract period			

## 8. CLOUD BASED EMAIL EXCHANGE & COLLABORATION TOOL

# (A)	ltem	(B)	Matched [Yes/No] (C)	Deviation from Specificati on/ Remarks if Any (D)	Specify Make, Model & Technolog y Name (E)
	Cloud Based Email Exc	change & Collaboration Tool With			
1.	MAKE	Cloud based email exchange solution and collaboration tool from Microsoft or Google for SMC employees.			
2.	MODEL	Specify			
3.	Anytime Anywhere Access	The users shall be able to access & synchronize emails, contacts and calendars from any browser on desktop through any email software or on tabs or mobiles on the go			
4.	Uninterrupted E- Mail Operations	E-Mail services should be accessible always with 99.99% uptime.			

#	Item		Matched [Yes/No]	Deviation from Specificati on/ Remarks if Any	Specify Make, Model & Technolog y Name
5.	Productivity Applications	Web based versions of word processor, spreadsheets application & slideshow presentation maker as a built in features for easy collaboration of work			
6.	Security Features	<ul> <li>i. Anti-Malware &amp; Anti-Spam Protection – 99% or better spam-blocking effectiveness</li> <li>ii. Anti-Virus Scanning - Incoming &amp; Outgoing mails with or without attachments.</li> <li>iii. Anti-Spyware blocking</li> <li>iv. Anti-Phishing blocking</li> <li>v. Ransomware blocking</li> <li>v. Ransomware blocking</li> <li>vi. Certified data privacy - ISO 9001 / ISO 27001</li> <li>vii. Integrated Cyber Security</li> <li>viii. Emerging Threat Control – Sandboxing, behaviour analysis</li> <li>ix. Encryption in E-Mail transit with TLS</li> </ul>			
7.	Email Message & Attachment Size	25 MB or more			
8.	Email Delivery Latency	Email Delivery Latency Not more than one minute			
9.	Storage Capacity, Backup & Archiving Strategy and Plan	<ul> <li>i. Email hosting with minimum of 50 GB mailbox.</li> <li>ii. Minimum Archiving space 70 GB. Managed Services Managed Services backed</li> </ul>			

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#	ltem		Matched [Yes/No]	Deviation from Specificati on/ Remarks if Any	Specify Make, Model & Technolog y Name
		by 24x7 support across the globe			
10.	Compatibility	<ul> <li>i. Ability to interface with the application.</li> <li>ii. Ability to incorporate automated routing and notifications based on business rules</li> <li>iii. Pop3 / IMAP Compatibility</li> <li>iv. Address Book Sync Compatibility</li> </ul>			
11.	Downtime or Maintenance	E-Mail spooling should be available, E-Mails should queued for 3-5 days and no bounce- back should be given by the Email Server to senders			
12.	Migration Approach	<ul> <li>Single Pass Migration - Migrate all Email, Calendar, Address Book and Tasks in one migration run.</li> <li>Solution should allow to migrate to other service provider, along with EMails, productivity files &amp; data, Contacts or Address Book</li> </ul>			
13.	Warranty	<ul> <li>24 x 7 on-site comprehensive back-to-back OEM warranty with parts during complete contract period</li> <li>minimum 7 years OEM's product support guarantee (Vendor has to give the same on OEM letterhead)</li> </ul>			

## 9. HSM DEVICE

#	ltom			Crock		
#	Item	Matched [Yes/No]	Deviation from	Specify Make,		
			Specification	Model &		
			/ Remarks if	Technology		
			Any	Name		
(A)	(B)	(C)	(D)	(E)		
. ,	HSM Device					
1.	МАКЕ	Specify				
2.	MODEL	Specify				
3.	Should support Windows, Linux, Solaris,					
L	VMWARE, AIX (all are required).					
4.	All keys must be stored in FIPS certified					
	hardware/ device					
5.	TCP/IP Network based appliance.					
6.	Should comply to standards like FIPS 140-2					
	Level-3, ROHS					
7.	Key Length Supported (1024 to 4096)					
8.	Public Key Algorithm RSA encrypt/decrypt,					
	RSA sign/verify, ECC (Electric Curve					
	cryptography).					
9.	Key Exchange Symmetric Algorithm: AES,					
	DES, Triple DES					
10.	Support for Hash Message Digest HMAC,					
	SHA1 SHA2 (224-512).					
11.	Support for various cryptographic					
	algorithms: Asymmetric Key RSA (1024-					
	8192 bits), Diffie-Hellman (1024 4096 bits),					
	Elliptic Curve Cryptography DSA (1024-					
	3072).					
12.	Random Number Generation –FIPS 140-2					
10	approved					
13.	Support for PKCS#11, CAPI, OpenSSL,					
14	JCE/JCA					
14.	If solution cannot backup CA keys using					
	Smart Card/Crypto Token, bidder should					
	provide appropriate mechanism to prepare					
15	backup device					
15.	Onboard key generation, signing inside the HSM.					
16.	Provision of delivery of new device on its					
10.	failure without returning the failed one.					
17.	Support for multi factor authentication					
SURA	SURAT SMART CITY DEVELOPMENT LTD.Page 200 of 238					

#	Item	Matched	Deviation	Specify
		[Yes/No]	from	Make,
			Specification	Model &
			/ Remarks if	Technology
			Any	Name
	(Remote and Local)			
18.	HSM should provide the configurability			
	such that HSM operations can be			
	configured for mandatory manual			
	interventions for all kind of operations &			
	access to HSM. The following functionalities			
	should be provided in HSM operations			
	i. Multiple Operators should be required to			
	perform tasks / operations with traceability			
	for each of the role.			
	ii. One operator should be able to perform			
	multiple roles and each operation should be			
	traced to operator's role			
	iii. Audit Trails: Logs generated by HSM			
	should provide the operators signatures /			
	traces.			
19.	Support for minimum 100 signatures per			
	second at 2048 bits minimum, scalable up			
	to 500 signatures per second.			
20.	Support for Health checkup, Diagnostic			
	commands such as PING/TRACERT/			
	NETSTAT for monitoring Ethernet			
	connections and utilization statistics.			
21.	HSM should have the capabilities of 20			
	partitions in single appliance			
22.	HSM should support NMS integration.			
23.	24x7 Telephonic/email/onsite support from			
	OEM.			
24.	The appliance shall support High			
	Availability in Active/Passive cluster with			
	automatic key replication between devices			
25.	GUI - Command line interface			
	(CLI)/graphical user interface (GUI)			
26.	SNMP V1, V2, V2C compatible monitoring			
27.	Hot Swappable dual power supplies			
28.	Dual Gigabit Ethernet ports (to service two			
	network segments)			
29.	Onboard key generation and storage of at			
		l	1	

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#	Item Ieast 250 Keys within HSM secure Memory for better security. Availability of published API for integrating	Matched [Yes/No]	Deviation from Specification / Remarks if Any	Specify Make, Model & Technology Name
50.	with the Application software.			
31.	Support for document signing using different types / classes of digital signatures.			
32.	Support for instant real-time signing using an API for integration with Bidder's proposed solution.			
33.	The bidder should confirm that the proposed hardware solution is capable of integration with Document Management Solution.			
34.	<ul> <li>Warranty:</li> <li>24 x 7 on-site comprehensive back-to- back OEM warranty with parts during complete contract period</li> <li>minimum 7 years OEM's product support guarantee (Vendor has to give the same on OEM letterhead)</li> </ul>			
35.	Quantity: Specify the quantity of the proposed server as per the solution architecture			

## 11.3 SUMMARY OF BILL OF QUANTITY (BOQ)

The bidder must clearly mention the hardware and software components proposed as part of the solution along with the OEM & Model and units for the same. Bidder is required to submit the, Bidder Compliances, OEM Compliances, MAF (Authorization Letter from OEMs – Form 1.17) and datasheets as per below tables

### Table 1: Software Licenses pertaining to ERP OEM and e-Office with DMS & BPM

- 1. Bidder is required to clearly list each item that is licensed separately and required as part of proposed solution w.r.t. COTS product related to ERP and e-office/BPM. Software license required at DR should be listed as a separate line with suffix "[for DR]"
- 2. It is mandatory to provide the details pertaining to OEM, Product Name, Version, Part Code and exact License Quantity for all components. i.e. wherever it is mention as "Specify"
- 3. The Bidder and OEM compliances wherever it has mentioned "Yes" must be duly signed and stamped and same must be submitted in original or notarized. The Bidder and OEM compliances must be submitted for all modules whose functionalities are mentioned in Section 2.2 of the RFP
- 4. The OEM Authorization Letter wherever it has mentioned "Yes" must be duly signed and stamped and same must be submitted in original or notarized. as per FORM 1.17
- 5. The details specified hereinunder as part of BOQ should be exactly same as those specified in the price bid in terms of Item Description, OEM & Model, Part Code and Quantity.

ltem	Item Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumsum, etc.)	Proposed Qty	ATS (Years)	OEM Authorization Letter	Bidder Compliances on its Letterhead	OEM Compliances on its Letterhead	Product Brochures / Datasheets required?
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(L)	(K)
1	Supply & Activation ERP License (275 units)									
i	Finance - Accounting	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
ii	Finance - Costing	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
iii	HR - Personnel Management	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
iv	HR-Appraisal & Promotion	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes

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tem	Item Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumsum, etc.)	Proposed Qty	ATS (Years)	OEM Authorization Letter	Bidder Compliances on its Letterhead	OEM Compliances on its Letterhead	Product Brochures / Datasheets required?
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(L)	(K)
v	Vendor Managementetc.	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
2	Supply & Activation of ERP Employee Self-service (1000 Units)									
i		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
ii		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
3	Supply & Activation of Payroll License (20000 units)									
i		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
ii		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
4	e-Office with DMS and BPM									
i		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
ii		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
		Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes

as part of proposed solution along with relevent details under each column.

#### Table-2 -Other Software Licenses & ATS Cost

- 1. Bidder is required to clearly list each item that is licensed separately and required as part of proposed solution w.r.t. Server OS, Database, Backup Software, Antivirus, Virtualization License, ITSSM Tool, etc. for physical Data Center. Software license required at DR should be listed as a separate line with suffix "[for DR]".
- 2. It is mandatory to provide the details pertaining to OEM, Product Name, Version, Part Code and exact License Quantity for all components. i.e. wherever it is mention as "Specify"
- 3. The Bidder and OEM compliances wherever it has mentioned "Yes" must be duly signed and stamped and same must be submitted in original or notarized.
- 4. The OEM Authorization Letter wherever it has mentioned "Yes" must be duly signed and stamped and same must be submitted in original or notarized. as per FORM 1.17
- 5. The details specified hereinunder as part of BOQ should be exactly same as those specified in the price bid in terms of Item Description, OEM & Model, Part Code and Quantity.

Item	Item Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumpsum, etc.)	Proposed Qty	ATS (Years)	OEM Authorization Letter	Bidder Compliances on its Letterhead	OEM Compliances on its Letterhead	Product Brochures / Datasheets required?
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(L)	(K)
1	Database	Specify	Specify	Specify	Specify	4	No	No	No	No
2	Server OS	Specify	Specify	Specify	Specify	4	No	No	No	No
3	IT Service Support Management (ITSSM)	Specify	Specify	Specify	Specify	4	No	No	No	No
4	Backup Software	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
5	Virtualization	Specify	Specify	Specify	Specify	4	No	No	No	No
		Specify	Specify	Specify	Specify	4	No	No	No	No

Information mentioned in above table under "Column-B: Item Description" is indicative. Bidder is required to clearly list each items that are licensed seperately and required as part of proposed solution along with relevent details under each column.

## Table 3 - IT Infrastructure Hardware for Datacenter with warranty support

- 1. Bidder is required to clearly list each hardware item that is required to host the proposed solution at physical Datacenter. Each item with different configuration (i.e. servers of different configuration) should be listed separately.
- 2. Bidder is required to mention all other hardware components which are not listed above but required to meet the project requirements
- 3. It is mandatory to provide the details pertaining to OEM, Product Name, Version, Part Code and exact License Quantity for all components. i.e. wherever it is mention as "Specify"
- 4. The Bidder and OEM compliances wherever it has mentioned "Yes" must be duly signed and stamped and same must be submitted in original or notarized. The Bidder and OEM compliances must be submitted for all modules whose functionalities are mentioned in Section 11.2 of the RFP
- 5. The OEM Authorization Letter wherever it has mentioned "Yes" must be duly signed and stamped and same must be submitted in original or notarized. as per FORM 1.17
- 6. The details specified hereinunder as part of BOQ should be exactly same as those specified in the price bid in terms of Item Description, OEM & Model, Part Code and Quantity.

Item	Item Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumpsum, etc.)	Proposed Qty	Warranty Support post Hypercare Support (Years)	OEM Authorization Letter	Bidder Compliances on its Letterhead	OEM Compliances on its Letterhead	Product Brochures / Datasheets required?
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(L)	(K)
1	Server for ERP Solution (use separate row for servers of different configuration)	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
2	Server for Other Requirements (use separate row for servers of different configuration)	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes

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ltem	Item Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumpsum, etc.)	Proposed Qty	Warranty Support post Hypercare Support (Years)	OEM Authorization Letter	Bidder Compliances on its Letterhead	OEM Compliances on its Letterhead	Product Brochures / Datasheets required?
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(L)	(K)
3	SAN Storage with SAN Switches	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
4	LTO8 Tape Library	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
5	10 G LAN Switch	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
6	42U Server Rack	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
7	HSM Device	Specify	Specify	Specify	Specify	4	Yes	Yes	Yes	Yes
8	Specify	Specify	Specify	Specify	Specify	4	No	No	No	No
9	Specify	Specify	Specify	Specify	Specify	4	No	No	No	No
10	Specify	Specify	Specify	Specify	Specify	4	No	No	No	No
	Specify	Specify	Specify	Specify	Specify	4	No	No	No	No

Information mentioned in above table under "Column-B: Item Description" is indicative. Bidder is required to clearly list each items that are licensed separately and required as part of proposed solution along with relevant details under each column.

## Table 4A-IT Infrastructure, Software & Service Cost for Cloud based Idle DR

- 1. Bidder is required to clearly list each subscription item (i.e. computer service, storage service, database service, security service, etc.) required as part of Cloud based Idle DR.
- 2. It is mandatory to provide the details pertaining to OEM, Product Name, Version, Part Code and exact Quantity for all components.
- 3. The details specified hereinunder as part of BOQ should be exactly same as those specified in the price bid in terms of Item Description, OEM & Model, Part Code and Quantity.
- 4. DR storage should be provisioned at 50% of the capacity (250 TB) of the Data Centre site. In case of requirement for additional storage space, SI will be required to provision the same as per the approved rate on pro-rata basis.

Item	Item Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumpsum, etc.)	Proposed Qty	DR Cloud Service (Years)
(A)	(B)	(C)	(D)	(E)	(F)	(G)
1	Specify	Specify	Specify	Specify	Specify	4
2	Specify	Specify	Specify	Specify	Specify	4
3	Specify	Specify	Specify	Specify	Specify	4
	Specify	Specify	Specify	Specify	Specify	4

#### Table 4B-IT Infrastructure, Software & Service Cost for Cloud based Active DR

- 1. Bidder is required to clearly list each subscription item (i.e. computer service, storage service, database service, security service, etc.) required as part of Cloud based Active DR.
- 2. It is mandatory to provide the details pertaining to OEM, Product Name, Version, Part Code and exact Quantity for all components.
- 3. The details specified hereinunder as part of BOQ should be exactly same as those specified in the price bid in terms of Item Description, OEM & Model, Part Code and Quantity.
- 4. The Active DR will be considered for 120 hours on a yearly basis for the purpose of DC/DR mock drills and Active DR utilization

ltem	Item Description	OEM & Model	Part Code	Measurement Unit (e.g user count, lumpsum,	Proposed Qty	DR Cloud Service (Years)
				etc.)		
(A)	(B)	(C)	(D)	(E)	(F)	(G)
1	Specify	Specify	Specify	Specify	Specify	4
2	Specify	Specify	Specify	Specify	Specify	4
3	Specify	Specify	Specify	Specify	Specify	4
	Specify	Specify	Specify	Specify	Specify	4

# Table 5-Service Provider for Cloud based DR and Email Exchange & Collaboration Tool

ltem	Item <b>Description</b>	Service Provider Name		
(A)	(B)	(C)		
1	IT Infrastructure, Software & Service Cost for Cloud based DR	Specify		
2	Email Exchange & Collaboration Tool	Specify		

# D. APPENDIX

# **Appendix 1: Resource Requirements**

## **Credentials of Team Members**

Bidder to share the profiles of named key personnel (as per format described in Form 1.10 of Section-9) who would be assigned to the project based out of Surat working from SMC office. The Authority expects all the Key Personnel specified in the Proposal to be available during implementation.

**Conditions of Eligibility for Key Personnel:** Each of the Key Personnel deployed at SMC during the implementation and post-implementation must fulfill the Conditions of Eligibility specified below:

Key Personnel	Minimum qualification (Full Time)	Post qualification relevant experience	Experience required
Project Manager	B.Tech/B.E./ MCA/ CA	10 years	Total 10 years of post-qualification experience, out of which minimum 3 years' experience as a project manager for ERP projects with proven functional & technical expertise, excellent client management, communication and leadership skills.
Functional Consultants (Finance, HR, Project Management, Material management, Asset Management, E-office application)	B.Tech/B.E./ CA/ MBA	5 years	Total 5 years of post-qualification experience out of which minimum 3 years' experience including one implementation project in the same module to be handled during project
System Architect	B.Tech/B.E./ MCA	8years	Total 8 years of post-qualification experience out of which minimum 3 years' experience as system architect and one implementation project.
Lead Application Developer	B.Tech/B.E./ MCA	5 years	Total 5 years of post-qualification experience out of which minimum 3 years' experience as technical lead and one implementation project.
Integration Lead	B.Tech/B.E./ MCA	5 years	Total 5 years of experience out of which minimum 4 years of experience as integration consultant using same ERP product with interface

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Key Personnel	Minimum qualification (Full Time)	Post qualification relevant experience	Experience required	
			development experience to multiple third party systems.	
Application Developers (ERP)	B.Tech/B.E./ MCA	3 years	Total 3 years of relevant post-qualification experience	
Application Developers (e-Office, BPM/DMS)	B.Tech/B.E./ MCA	3 years	Total 3 years of relevant post-qualification experience	
Database Administrator	B.Tech/B.E./ MCA	5 years	Total 5 years of experience out of which minimum 2 years of experience as Data Base Administrator.	
System Administrator	B.Tech/B.E./ MCA	3 years	Total 3 years of experience out of which 2 years of experience in similar role	
Helpdesk Support Engineer	B.Tech/B.E./ MCA/MSc (IT)	3 years	Total 3 years of experience out of which 2 years of experience in similar role. Should have good communication skills and good grip over English and Hindi/Gujarati	

**Note**: Over and above the criteria defined above, for the ERP COTS based products, each resource deployed by the bidder must be certified by the OEM for respective role and/or module and/or technology and must possess minimum 2 years post certification experience.

The Bidder shall have to provide billing rates for each profile in online form along with Financial Proposal. Though the pricing is a fix bid type and billing rates will not be considered in financial evaluation, but in case additional resources are required at a later stage, the below mentioned rates would be used.

**Note:** The cost of additional resources will not be considered for financial evaluation. If required, SMC/SSCDL may ask the bidder to deploy additional resources as per the rates specified in the table. **Monthly Billing Rate (Appendix-1) must be submitted online.** 

Sr.	Role	Monthly Billing	Monthly Billing
No.		Rate – ONSITE	Rate – OFFSHORE
1	Project Manager		
2	Functional Consultant		
3	System Architect		
4	Lead Application Developer		
5	Application Developer (ERP)		
6	Integration Lead		
7	Database Administrator		
8	System Administrator		
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9	Application Developers BPM/DMS)	(e-Office,	
10	Helpdesk Support Engineer		

Note: In case additional resources are required at a later stage for the requirements beyond specified in section 2.6.1 Post Go-Live Support the above mentioned rates would be used.

# **Appendix 2: DATA MIGRATION DETAILS**

## **Data Migration Details**

The Existing applications serving the business requirements of SMC are developed on VB.NET, ASP.NET, C #, VB and backend used is MS SQL 2012. Applications whose functionalities are covered under ERP will retire/sunset after successful ERP implementation. The master data, transactional data, business rules from these applications will need to be migrated to the new system. Extraction of data and data cleansing will be joint responsibility of SMC current team along with selected bidder. Selected bidder will provide the templates in which data is expected and SMC current team to populate the data. Selected bidder's assistance will be sought where required.

Once the data is collected in necessary formats, data transformation and upload to ERP will be done by the selected bidder and, business approvals/ sign off will be taken from SMC based on reconciliation report submitted by the selected bidder. The data migration will be required for all modules including Financial Management, Asset accounting, Grants & Investments, Human Resource & Payroll, Employee self-service, Procurement, Material Management & Vendor Management, Project & Portfolio Management, Enterprise Asset Management with Planned Maintenance, Water Utility & Billing, Complaint Management / Grievance redressal mechanism, Property Tax, Professional Tax, Shops & Establishment, Field Inspection & reporting, Integrated audit management system, Vigilance work assignment & reporting, Court case management, Inter-departmental file movement (Inward-Outward), Meeting Management, RTI Application Management.

Out of the 1000 email accounts envisaged as part of the solution, SMC is currently using 160 email accounts on google for business.

Decision on whether to migrate opening balances or legacy transactional data will be taken during the implementation taking in to account business requirements, legal requirements, merits and demerits presented for each case. Historical documents scanning is not in scope.

Also refer sections 2.4.4 and 2.4.6.1 where certain details around data migration have been specified.

## Portal & Mobile App

This section has been added to bring more clarity in terms of scope of bidder in Portal and Mobile App and should be considered along with the requirements specified in detail in other sections of RFP

<u>Citizen Facing Functionalities</u>: SMC current website and mobile app will remain the interface for citizens.

The website provides various useful information related to budget, RTI, projects, grants, etc. The successful bidder will be required to provide necessary API/interfaces to make the information and service available through portal and mobile app.

# **Appendix 3: Approved List of Banks**

Under this contract, wherever the contractor is required to submit F.D.R., bank guarantee, etc. against payment towards any deposit or advance e.g. EMD, SD, etc. Such F.D.R, bank guarantees, etc. shall be produced from any one of the following Nationalized Bank as listed below:

- 1) All Nationalized Banks including the Public Sector Bank
- 2) The Mehsana Urban Co-Operative Bank Ltd.
- 3) Ahmedabad Mercantile Co-Operative Bank Ltd.
- 4) Nutan Nagrik Sahakari Bank Ltd.
- 5) Kalupur Commercial Co-Operative Bank Ltd.
- 6) RBL Bank
- 7) Axis Bank
- 8) ICICI Bank
- 9) HDFC Bank
- 10) Kotak Mahindra Bank
- 11) IndusInd Bank
- 12) Yes Bank
- 13) The Gujarat State Co-operative Bank
- 14) Sarswat Bank

The bidder/SI will be required to submit the fresh EMD/FDR/PBG in case the issuing bank is not part of the approved banks as per guidelines issued by Centre, State or SMC/SSCDL.

# **Appendix 4: CONTRACT AGREEMENT**

(Draft of contract agreement)

(To be printed on Rs. 300/- Stamp Paper)

Passport	size	Photo
of	Auth	orized
Signatory	/	with
crossed	Sign	and
Seal.		

#### MASTER SERVICE AGREEMENT FOR

NAME OF WORK : CONTRACTOR'S NAME : TENDER AMOUNT : LETTER OF INTENT (Lol) NO. & :

SANCTIONING AUTHORITY

This **AGREEMENT** is made at 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India

•

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

#### BETWEEN

DATE

(1) Surat Smart City Development Limited, a company incorporated under the Companies Act, 2013 with CIN : U74999GJ2016PLC091579 and having its Registered Office at 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India (hereinafter called **"the Company**" or "**the SPV"** or "**the Client**" or "**SSCDL**" which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees) of the FIRST PART represented by CEO / Director / GM (IT) of the Company

AND

(2) \_\_\_\_\_\_ a company registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_\_ hereinafter referred to as "Systems Integrator" or "SI" or "Vendor" or "Contractor", (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and

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permitted assignees), of the SECOND PART as represented by \_\_\_\_\_\_ of the

WHEREAS party to the First part is established as the 'Special Purpose Vehicle' (SPV) under the Smart City Program of the Government of India, and based on the submission and approval of the Smart City Proposal (SCP) has authority to execute the projects so approved within the framework of the Smart City Mission Statement and Guidelines issued by the Ministry of Urban Development in June 2015 (hereinafter referred as "Guidelines"); AND WHEREAS RFP for one of the approved projects under SCP related to Selection of Implementing Agency for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation." or "the Project") was published by SSCDL on \_\_\_\_\_\_\_, to seek services of a reputed IT firm as a System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation;

And whereas M/s. \_\_\_\_\_\_\_\_, has submitted its proposal for "for Selection of System Integrator for Implementation of Enterprise Resource Planning System for Surat Municipal Corporation";

AND whereas SSCDL has selected M/s. \_\_\_\_\_\_, as successful bidder and issued Letter of Intent No. \_\_\_\_\_\_20\_\_\_ to the successful bidder who in turn signed and returned the same as a token of acceptance of Letter of Intent. As required, the System Integrator has furnished Security Deposit of Rs. \_\_\_\_\_

(\_\_\_\_\_\_) as Bank Guarantee No. \_\_\_\_\_\_, dated \_\_\_\_\_\_, dated

AND Whereas the SSCDL has adopted the System Integrator's tender for the project through the Project Committee established by the Board of Directors of the Company (hereinafter referred as "The Project Management Committee") vide Resolution No.\_\_\_\_\_ having of tender Amount of Rs. \_\_\_\_\_ Ps (\_\_\_\_\_)

And whereas SSCDL and M/s. \_\_\_\_\_\_\_\_\_, have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

## 1. Definitions

In this Agreement, the following terms shall be interpreted as indicated, -

- a) "SSCDL" means Surat Smart City Development Limited;
- b) "SPV" means Special Purpose Vehicle
- c) "SCP" means Smart City Proposal
- d) "Contract" means this Agreement entered into between SSCDL and the Systems Integrator including all attachments and annexure thereto and all documents incorporated by reference therein;
- e) "Systems Integrator" means M/s. \_\_\_\_\_, interchangeably referred to as "SI" in the contract; and
- f) "RFP" means the Tender Published by SSCDL (Ref. No. \_\_\_\_\_) and the subsequent Corrigenda / Clarifications issued.
- g) "Deliverable" means any action / output generated by the SI while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work and as per the SLAs.
- h) "Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SI for this Project.
- i) "Guidelines" refer to the set of instructions given by Ministry of Urban Development regarding Smart City Mission

# 2. Interpretation

The following documents shall be deemed to form part and be read and considered as part of this agreement. viz

- this Agreement;
- Information and the instructions, Scope of Services, Service Level Agreement, Terms and Conditions, etc. in the RFP document and subsequent Addenda and Corrigenda document.
- Relevant contents filled-in, tendered, mentioned by the SI as part of "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP and subsequent clarifications and/or undertakings submitted by the SI.

## 3. Term of the Agreement

This agreement shall come into force and effect from the date of execution by both parties. The term of this agreement shall be for a period of 4 years from the date of completion of Hypercare Support.

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Systems Integrator, SSCDL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 4 years from the date of completion of Hypercare Support. (Note: Delay caused due to any reason not in control of the SI would not be attributed to the project period.)

SSCDL also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 4 years from the date of completion of Hypercare Support. Terms and conditions of such an extension shall be prepared by SSCDL and finalized in mutual discussion with the SI.

## 4. Legal Entities

The proposed solution will be primarily used for SMC along with Surat Smart City Development Ltd. and Surat Sitilink Ltd. The Selected Bidder must coordinate between these entities to achieve the objective of the project.

# 5. Work Completion Timelines and Fees

The Work Completion timelines is as per section 2.7 of the RFP and subsequent Addendum & Corrigendum, if any.

# 5.1 Payment Terms

The Payment terms is as per section 2.7 of the RFP and subsequent Addendum & Corrigendum, if any.

5.2 Timeline for Project Execution

The Timeline for Project is as per section 2.7 of the RFP and subsequent Addendum & Corrigendum, if any.

# 6. Scope Extension

SSCDL reserves right to extend the scope of services for the price & timelines as given in RFP and subsequent Addendum & Corrigendum. The SLAs applicable to this Contract shall be liable for the additional items too.

# 7. Service Level Agreement (SLA)

System Integrator is required to comply with the SLA as mentioned in Section 2.8 of the RFP and subsequent Addendum & corrigendum, if any.

## 8. Insurance

The bidder will be required to undertake the insurance for all components of the Project which has been procured under this RFP.

## a) Insurance during the Contract Period

The System Integrator shall, at its cost and expense, purchase and maintain during the Contract Period, such insurances as are necessary including but not limited to the following:

- i. Hardware delivered and installed to the extent possible at the replacement value with Authority as beneficiary.
- ii. Fire and allied natural calamities for the Data Centre limited to the scope of supply at replacement value with the Authority as beneficiary;
- iii. System Integrator's all risk insurance with the Authority as co-beneficiary;
- iv. Comprehensive third party liability insurance with the SMC/SSCDL as co-beneficiary;
- v. Workmen's compensation insurance with the SMC/SSCDL as co-beneficiary;
- vi. Any other insurance that may be necessary to protect the System Integrator, its employees and the Project against loss, damage or destruction at replacement value

including all Force Majeure Events that are insurable and not otherwise covered in items (i) to (v) with the Authority as beneficiary/co-beneficiary;

### b) Evidence of Insurance Cover

- i. The System Integrator shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with System Integrator Agreement.
- ii. If System Integrator shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to take or keep in force any such insurance and pay such premium and recover all costs thereof from System Integrator.

### c) Application of Insurance Proceeds

- i. All moneys received under insurance policies shall be promptly applied by the System Integrator towards repair or renovation or restoration or substitution of the Project or any hardware/equipment/device thereof which may have been damaged or required repair/modification.
- ii. The System Integrator shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.
- iii. For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project .
- d) Validity of Insurance Cover

The System Integrator shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for each year/policy period. If at any time the System Integrator fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this System Integrator Agreement, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the System Integrator forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

#### 9. Use & Acquisition of Assets during the term

System Integrator shall

- a) take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the system integrator exclusively in terms of the delivery of the services as per this Agreement (hereinafter the "Assets" which include all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SI or the SSCDL for the Surat Project) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time; Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the SSCDL however, the System Integrator would be custodian of the same during the entire contract period and would take care of all wear-tear, insurance, theft etc. so that the SLAs are not affected.
- b) Maintain sufficient spare inventory at all times, for all items of importance;
- c) keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP to meet the SLAs mentioned in the contract & during the entire term of the Agreement.
- d) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the system integrator will be followed by the System integrator & any person who will be responsible for the use of the Asset;
- e) take such steps as may be recommended by the manufacturer of the Assets & notified to the system integrator or as may be necessary to use the Assets in a safe manner;
- f) provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
- g) To the extent that the Assets are under the control of the system integrator, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,
- Provide and facilitate access to SSCDL or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
- i) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- j) Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
- k) Use the Assets only in accordance with the terms hereof & those contained in the SLAs;

- I) Maintain standard forms of comprehensive insurance including liability insurance, system & facility insurance & any other insurance for the Assets, data, software, etc in the joint names of SSCDL & the System Integrator, where SI shall be designated as the 'loss payee' in such insurance policies; SI shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.
- m) Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to SSCDL of this Project in an efficient and speedy manner; &
- n) Obtain a sign off from SSCDL or its nominated agencies at each stage as is essential to close each of the above considerations.
- o) Ownership of the Assets shall vest with SSCDL from the date of supply of the project. Ownership of any asset, created during the contractual period, shall also vest with SSCDL upon creation of such asset. System Integrator shall not use SSCDL data or assets to provide services for the benefit of any third party, as a service bureau or in any other manner. On expiry of the contract, SI shall be require to handover all the tangible and non-tangible assets in working condition. In case any assets are found to be damaged at the time of handover, SI is required to repair/replace the same at cost to SMC/SSCDL

# 10. Security and safety

- a) The System Integrator will comply with the directions issued from time to time by SSCDL and the standards related to the security and safety in so far as it applies to the provision of the Services.
- b) System Integrator shall also comply with the information technology security and standard policies in force from time to time by SSCDL/SMC or as recommended by any statutory authority.
- c) System Integrator shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with SSCDL's data, facilities or Confidential Information.
- d) The System Integrator shall upon request by SSCDL or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e) System Integrator and its partners / sub-contractors shall promptly report in writing to each other and SSCDL any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at SSCDL's Facilities.

## 11. Indemnity

The System Integrator agrees to indemnify and hold harmless SSCDL, its officers, employees and agents(each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively,

"Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- a) any mis-statement or any breach of any representation or warranty made by the System Integrator or
- b) The failure by the System Integrator to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement, RFP and Addenda & Corrigenda thereto by any employee or agent of the System Integrator. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto) created by System Integrator pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by System Integrator or sub-contractors pursuant to this Agreement, (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secretes under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than System Integrator or sub-contractors; (B) Third Parties (i.e., other than System Integrator or sub-contractors) at the direction of SSCDL, or
- c) any compensation / claim or proceeding by any third party against SSCDL arising out of any act, deed or omission by the System Integrator or
- d) Claim filed by a workman or employee engaged by the System Integrator for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- e) Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

#### **12. Third Party Claims**

- a) Subject to Sub-clause (b) below, the System Integrator (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b) The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

- i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
- iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. system integrator hereby indemnify & hold indemnified the SSCDL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- ix. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank

Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

## 13. Publicity

Any publicity by the SI in which the name of SSCDL is to be used should be done only with the explicit written permission of the CEO, SSCDL.

# 14. Warranties

- a) The System Integrator warrants and represents to SSCDL that:
  - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - ii. This Agreement is executed by a duly authorized representative of the System Integrator;
  - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the RFP requirements including service level agreement.
- b) In the case of the SLAs, the System Integrator warrants and represents to SSCDL, that:
  - i. the System Integrator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
  - ii. The SLAs have been executed by a duly authorized representative of the System Integrator;
  - iii. The System Integrator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
  - iv. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
  - v. System Integrator has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
  - vi. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
  - vii. System Integrator will warrant that the goods supplied under the contract are new, unused, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The System Integrator further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
  - viii. The overall system design shall be such that there is no choking point / bottleneck anywhere in the system (end-to-end) which can affect the performance / SLAs

- ix. Subject to the fulfillment of the obligations of the System Integrator as provided for in sub clause (viii) above, in the event that such warranties cannot be enforced by SSCDL, the System Integrator will enforce such warranties on behalf of SSCDL and pass on to SSCDL, the benefit of any other remedy received in relation to such warranties
- c) Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the System Integrator is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, SSCDL will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the system Integrator.

### 15. Force Majeure & Vandalism

In the event that any Damages to items due to Vandalism (physical Majeure attack by public, tampering of equipment by SMC / SSCDL staff and damage due to accidents) or due to Force Majeure events (such as earthquake, fire, natural calamities, war, act of God) of any kind during the contract period shall be the liability of SSCDL. In such case, SSCDL/Authority shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by SSCDL/Authority to the successful Bidder less of insurance proceeds if need of replacement so arise then replacement shall be on tender rates only.

The System Integrator shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's 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 "reasonable" control of the System Integrator, not involving the System Integrator's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the SI to take benefit of this clause it is a condition precedent that the SI must promptly notify the SSCDL, in writing of such conditions and the cause thereof within 14 calendar days of the Force Majeure event arising. SSCDL, or the consultant / committee appointed by the SSCDL shall study the submission of the SI and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the SSCDL in writing, the SI shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, SSCDL and the

SI shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the SSCDL shall be final and binding on the SI.

### **16. Resolution of Disputes**

The SSCDL and the SI shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, the SSCDL and the SI are unable to resolve amicably such dispute, the matter will be referred to the Chairman, SSCDL, and his / her decision shall be final and binding to both.

### 17. Limitation of Liability towards SSCDL

The SI's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The SI shall be liable to the SSCDL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SI and its employees, including loss caused to SMC / SSCDL on account of defect in goods or deficiency in services on the part of SI or his agents or any person / persons claiming through or under said SI. However, such liability of SI shall not exceed the contract value.

This limitation of liability shall not limit the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm acting on behalf of the SI in carrying out the scope of work envisaged herein.

## **18. Conflict of Interest**

A conflict of interest is any situation that might cause an impartial observer to reasonably question whether SI actions are influenced by considerations of their firm's interest at the cost of Government.

The SI shall disclose to the SSCDL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Systems Integrator or its Team) in the course of performing Services as soon as it becomes aware of such a conflict. However, SI shall hold SSCDL's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

#### 19. Safety Regulation, Accident and Damage

a) The Bidder shall be responsible at his own cost in and relative to performance of the work and bidder to observe and to ensure observance by his Sub-contractors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such

other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other bidders, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the One from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the Bidder shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the Bidder of his obligation aforesaid or upon any operation, act or omission of the bidder his Sub-contractor(s) or agent(s) or servant(s).

b) The Bidder's liabilities under Clause (a) and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the Bidder is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the Bidder has indemnified the Owner with the intent that notwithstanding the existence of such insurance, the Bidder shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Bidder or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contracth prior written approval of SSCDL. However, even if the work is subcontracted / outsourced, the sole responsibility of the work shall lie with the SI. The SI shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to SSCDL.

#### 20. Data Ownership

All the data created as the part of the project shall be owned by SSCDL. The SI shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the SI only as per the IT Security Policy, approved by SSCDL. SSCDL / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the SI Vendor to data / system security.

#### **21. Intellectual Property Rights**

- a) For the customized solution developed for the project, IPR of the solution would belong exclusively to the SSCDL. The SI shall transfer the source code to SSCDL. SI shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product. SSCDL may permit the SI, right to use the customized software for any similar project being executed by the same SI, with payment of reasonable royalty to SSCDL for the same.
- b) Deliverables provided to SSCDL by System Integrator during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between System Integrator and SSCDL, immediately upon creation, vest in SSCDL. To the extent that the System Integrator Proprietary Information is incorporated within the Deliverables, System Integrator and its employees engaged hereby grant to SSCDL a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), use and copy derivative works for the benefit of and internal use of SSCDL.

# 22. Fraud and Corruption

SSCDL requires that SI must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, SSCDL defines, for the purpose of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of SSCDL in contract executions.
- b) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to SSCDL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive SSCDL of the benefits of free and open competition.
- c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the SSCDL in RFP.
- d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for SSCDL for termination of the contract and initiate black-listing of the vendor.

## 23. Exit Management

## a) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause. The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the SI. The exit management period ends on the date agreed upon by the SSCDL or Six months after the beginning of the exit management period, whichever is earlier.

### b) Confidential Information, Security and Data

Systems Integrator will promptly on the commencement of the exit management period, supply to the SSCDL or its nominated agencies the following:

- i. Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- ii. Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- iii. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the SSCDL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to SSCDL or its nominated agencies, or its Replacing Vendor (as the case may be).

#### c) Employees

Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to SSCDL a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, SSCDL or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the SSCDL or any Replacing Vendor.

#### d) Rights of Access to Information

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to SSCDL and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to this Project.

#### e) Exit Management Plan

Successful Bidder shall provide SSCDL with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- e) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by SSCDL or its nominated agencies.
- f) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
- g) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule

# f) Transfer Cost

On premature termination of the contract for reasons other than those mentioned in section 23.a (Termination for Default), the Successful Bidder shall be paid the depreciated book value of the infrastructure cost and the other assets (as per the Asset Register). The depreciation rates and method followed will be as per Income Tax Rules.

Note: Amount to be payable by SI on premature termination of contract =

Pending amount to be paid against services delivered + Depreciated Book Value of the Assets as per Income Tax Rules – Applicable Penalty / Liquidated Damages

# 24. Termination of Contract

- a) SSCDL may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a notice of 30 days stating the reason for default to the SI and as it deems fit, terminate the contract either in whole or in part:
  - i. If the SI fails to deliver any or all of the project requirements / operationalization / go-live of the project within the time frame specified in the contract/RFP; or

If the SI fails to perform any other obligation(s) under the contract/RFP

On receipt of such notice, SI will be required to cure any breach/ default of the Contract, if SSCDL is of the view that the breach may be rectified.

On failure of the SI to rectify such breach within 30 days, SSCDL may terminate the contract, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SSCDL. In such event the SI shall be liable for penalty/liquidated damages imposed by the SSCDL. The performance Guarantee shall be forfeited by the SSCDL

#### **Consequences of Termination**

In the event of termination of this contract, SSCDL is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to SSCDL and/ or succeeding vendor, as may be required, to take over the obligations of the SI in relation to the execution / continued execution of the requirements of this contract.

#### Plans and drawings

All plans, drawings, specifications, designs, reports and other documents prepared by the Vendor in the execution of the contract shall become and remain the property of SSCDL and before termination or expiration of this contract the SI shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to SSCDL.

#### 25. Miscellaneous

#### a) Confidentiality

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, video footages, alert information, any police department data, products, processes, data, crime / criminal secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its consortium partners or subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract to be signed subsequently.

Except with the prior written permission of SSCDL, the Systems Integrator (including all consortiums or partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated

with the project, nor shall the Systems Integrator and it's Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- i. The System Integrator recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the System Integrator. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to SSCDL / SMC whose data is used but also to its stakeholders. System Integrator, its Subcontractors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in SSCDL & its nominees receiving a right to seek injunctive relief & damages from the System Integrator.
- ii. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
  - to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
  - to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
  - not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
  - Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- iii. The restrictions of this Article shall not apply to confidential Information that:
  - Is or becomes generally available to the public through no breach of this Article by the Recipient; &
  - Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
  - Is developed by the Recipient independently of any of discloser's Confidential Information; &
  - Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
  - is identified in writing by the Discloser as no longer proprietary or confidential; or Is required to be disclosed by law, regulation or Court Order, provided that the

recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

- iv. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
  - its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
  - its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- v. Confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- vi. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- vii. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- viii. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that SSCDL & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.

ix. in connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving the SSCDL Project. In order for such reviews to be frank & candid, for the greatest benefit to both SSCDL & System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of System Integrator which is licensed to SSCDL for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services..

### b) Standards of Performance

The SI shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The SI shall always act in respect of any matter relating to this contract. The SI shall abide by all the provisions/Acts/Rules/Regulations, Standing orders, etc. of Information Technology or otherwise as prevalent in the country. The SI shall also conform to the standards laid down by SMC or SSCDL or Government of Gujarat or Government of India from time to time.

### c) Sub Contracts

The SI is expected to provide details of the sub-contractors for the work which is allowed as mentioned in the clause 3.11. Use of personnel not on payroll of the SI shall be considered as sub-contracting.

The SI shall take prior approval from SSCDL for sub-contracting any allowed work as mentioned in clause, if not already specified in the proposal and approved by SSCDL. Such sub-contracting shall not relieve the SI from any liability or obligation under the Contract. The SI shall solely responsible for the work carried out by subcontracting under the contract.

## d) Compliance with Labor regulations

The SI shall pay fair and reasonable wages to the workmen employed by him, for the contract undertaken by him and comply with the provisions set forth under the Minimum wages Act and the Contract Labor Act 1970.

#### e) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses

on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

# f) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement..

# g) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in person or by pre-paid recorded delivery post or by email or by fax.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

## SSCDL:

Chief Executive Officer, Surat Smart City Development Ltd. 1st Floor, South Zone Office, Surat Municipal Corporation, Opp. Satyanagar, Udhna, Surat-394210, Gujarat, India Tel: 0261 2277429 Fax: 0261 2277043

Systems Integrator:

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

## h) Performance Guarantee

SURAT SMART CITY DEVELOPMENT LTD.

The SI shall submit performance guarantee which is unconditional & irrevocable equal to 10% of the order value of the contract in the format prescribed in RFP issued by any of the Approved List of Banks. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the SI for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the SSCDL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SI.

#### i) Personnel/Employees

- a) Personnel/employees assigned by System Integrator to perform the services shall be employees of System Integrator or its sub-contractor (only for permitted activities) and under no circumstances will be considered as employees of SSCDL. System Integrator shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's/employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The SSCDL shall not be responsible for the above issues concerning to personnel of System Integrator.
- b) System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services. SSCDL or its nominated agencies shall have the right to require the removal or replacement of any system Integrator personnel performing work under this Agreement. In the event that SSCDL requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by SSCDL or its nominated agencies, within not later than 30 working days. System Integrator shall depute quality team for the project & as per requirements, SSCDL shall have the right to ask System Integrator to change the team.
- c) Management (Regional Head / VP level officer) of System Integrator needs to be involved in the project monitoring & should attend the review meeting atleast once in a month.
- d) The profiles of resources proposed by System Integrator in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' & the System Integrator shall not remove such personnel without the prior written consent of SSCDL. For any changes to the proposed resources, System Integrator shall provide equivalent or better resources (in terms of qualification & experience) in consultation with SSCDL.
- e) Except as stated in this clause, nothing in this Agreement will limit the ability of System Integrator freely to assign or reassign its employees; provided that System

Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. SSCDL shall have the right to review & approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.

f) Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

## j) Variations & Further Assurance

- a) No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
- b) Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

## k) Severability & Waiver

- a) if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision with a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.
- b) No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

## I) Entire Agreement

This MSA, the SLAs & all schedules appended thereto & the contents & specifications of the RFP subsequent corrigenda issued thereon & clarification (undertakings) accepted by the SSCDL constitute the entire agreement between the Parties with respect to their subject matter.

### m) Survivability

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

a) The stamp duty payable for the contract shall be borne by the Systems Integrator.

## 26. Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Surat courts only.

**IN WITNESS WHEREOF** the common seal of the Company has been hereinto affixed in the presence of CEO /Director/GM (IT) of the Company has hereinto set their hands and sealed and signature of the System Integrator has been herein affixed this day and year above written.

Signed, sealed and delivered by \_\_\_\_\_\_ in the presence of: Witnesses:

(1)\_\_\_\_\_

(2)\_\_\_\_\_

Chief Executive Officer Surat Smart City Development Ltd

The common seal of the Company was affixed on the......day of month of......2020 in presence of (1) and (2) members of the Project Committee of the Company. (1)\_\_\_\_\_

(2)\_\_\_\_\_

(Any two members of the Project Management Committee of Surat Smart City Development Ltd