



# इंडियन रेअर अर्थ्स लिमिटेड Indian Rare Earths Ltd.

(भारत सरकार का उपक्रम - परमाणु ऊर्जा विभाग)  
(A Govt. of India Undertaking - Dept. of Atomic Energy)

प्लॉट नं. 1207, वीर सावरकर मार्ग, सिद्धि विनायक मंदिर के पास, प्रभादेवी, मुंबई - 400 028.  
Plot No. 1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 028.  
Web Site : <http://irel.gov.in>

तार : रेअरअर्थ  
Cable : RAREARTH  
फोन : 2438 2042  
Tel. : 2421 1630  
2421 1851  
2422 0230  
फैक्स :  
Fax : 2422 0236

## Request for Proposal (RFP)

Selection of

Agency

For

Implementation of Integrated IT System on open source platform

**Tender No. IRE/CO/PT/Integrated IT System/46/2018 dated 20.02.2018**

**Date and time for pre-bid meeting: 15:00 Hrs on 28.02.2018**

**Last date & time of submission of tender : 14:30 Hrs on 13.03.2018**

**Due date & time of opening of tender : 15:00 Hrs on 13.03.2018**

GM (Marketing) & I/C Purchase

Tel: 022 2422 6819  
Fax: 022 2438 5573  
E-mail: [purchase-ho@irel.co.in](mailto:purchase-ho@irel.co.in)

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**INDIAN RARE EARTHS LIMITED**  
 (GOVT. OF INDIA UNDERTAKING)  
 Tel: (022) 2422 0230, 2421 1851  
 Fax: (022) 2422 0236  
 Email: kvrsbudhi@irel.co.in,  
 purchase-ho@irel.co.in  
 Website: <http://irel.co.in>

**Invitation to Tender**

Tender No. IRE/CO/PT/Integrated IT System/46/2018 dated 20.02.2018

Indian Rare Earths Ltd. (IREL), Corporate Office, Mumbai invites sealed public tenders for Selection of Agency for Implementation of Integrated IT System on open source platform at IREL Corporate Office and all the plants/offices under IREL.

Description	Bid Processing Fee	EMD	Date, time and place of opening of Techno-commercial bid	Date, time and place of opening of Price bid
Selection of Agency For Implementation of Integrated IT System on open source platform	INR.1,770/-	INR 7.50 lakh	15.00 hours on 13.03.2018 at the office of GM (Marketing & Purchase)	To be intimated separately

**BID DATA SHEET**

1	<b>Name of Work</b>	<b>Selection of Agency for implementation of Integrated IT System on open source platform</b>
2	Bid Processing Fee & Earnest Money Deposit (EMD)	Rs. 1,770/- & Rs. 7,50,000/-
3	Period of Services	Warranty for 1 year AMC for 3 years and mutually extendable for another two years
4	Last date of submission of Pre-Bid Queries	28.02.2018 up to 1430 hours.
5	Date, Time and Venue of Pre-Bid Conference	28.02.2018 15:00 Hrs. IREL Corporate Office, Mumbai
6	Last date & time for submission of BID, Processing Fee, EMD	13.03.2018 up to 1430 hours.
7	Date of opening of Technical Proposal	13.03.2018 at 1500 hours.
8	Date of opening of Price Bid	To be intimated later
9	Bid Document Submission Address*	GM (Marketing & I/C Purchase) Indian Rare Earths Limited Plot No. 1207, V.S.Marg, ECIL Building, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028
10	Contact Details	Email: purchase-ho@irel.co.in, kvrsbudhi@irel.co.in  Phone: (022) 2422 0230, 2421 1851

The tender must be dropped in sealed envelope in the Tender Box located at the entrance of the Office at the above mentioned address. The representative should bring letter of authorization to enable them to participate in the tender opening meeting.

The selection will be on Combined Quality cum Cost Based Selection (QCBS) Method and procedures are described in this RFP.

The tender document contains one set of the following:

- (i) Part-I: Invitation to Tender
- (ii) Part-II: Instructions to Bidders
- (iii) Part-III: General Conditions of Contract (GCOC)
- (iv) Part-IV: Special Conditions of Contract (SCOC)
- (v) Part-V: Price Bid
- (vi) Part-VI: Formats
- (vii) Part-VII: Annexures

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The remittance and forwarding letter should bear Tender Reference No. and be addressed to the GM (Marketing & I/C Purchase), IREL, Corporate Office, Plot No. 1207, V.S.Marg, Prabhadevi, Mumbai-400 028, Maharashtra, India.

The bidder shall submit a demand draft/bankers cheque for Rs. 1770/- (One thousand seven hundred and seventy only) towards the bid processing cost in a separate envelope superscribing as "Bid Processing Cost" along with Techno-commercial Bid in favour of Indian Rare Earths Limited, payable at Mumbai.

The tender document cost (Rs. 1770/-) shall be exempted for company/ units registered with MSME/ National Small Industries Corporation/ Director of Industries of State, Cottage Industries approved by the State Authority or any other entity as may be specified by Govt. guidelines from time to time after ensuring that the approval pertains to the class of item/ works for which tender is floated.

All other terms and conditions along with technical details regarding specifications, time schedule, validity of bids and instruction to bidders etc. are contained in the Tender Document.

Indian Rare Earths Limited assumes no responsibility for delay, loss or non-receipt of tender documents or any letter sent by post either way.

Yours truly,  
For Indian Rare Earths Limited,

General Manager  
(Marketing & I/C Purchase)

## Instruction to Bidders

## Common Terms and Abbreviations

<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>AMC</b>	Annual Maintenance Contract
<b>BG</b>	Bank Guarantee
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>BPR</b>	Business process reengineering
<b>Consortium</b>	A group of companies (limited to two) coming together to implement the project
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
<b>CPU</b>	Central Processing Unit
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a Bidder concerning the subject matter of procurement
<b>Contract/Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order and include one-year warranty period and till 3 Years of Operations & Maintenance Services after commissioning of the project.
<b>COTS</b>	Commercial Off The Shelf Software
<b>CRM</b>	Customer Relationship Management
<b>CSP</b>	Cloud Service Provider
<b>Day</b>	A calendar day as per IREL
<b>DC</b>	Data Center
<b>DR</b>	Disaster Recovery
<b>FRS</b>	Functional Requirements Specification
<b>GST</b>	Goods and Service Tax
<b>IITS</b>	Integrated IT system
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)

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<b>INR</b>	Indian Rupee
<b>IOPS</b>	Input /Output Operations Per Second
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>Lol</b>	Letter of Intent
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Contractee/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. .
<b>RAM</b>	Random Access Memory
<b>RPO</b>	Recovery Point Objective
<b>RTO</b>	Recovery Time Objective
<b>IREL</b>	Indian Rare Earths Limited
<b>SAS SSD</b>	Serial -Attached SCSI Solid State Drive
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider.
<b>SRS</b>	System Requirements Specification
<b>SSH</b>	Secure Shell
<b>SSL</b>	Secure Sockets Layer
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TLS</b>	Transport Layer Security
<b>TPA</b>	Third Party Auditors
<b>UAT</b>	User acceptance testing

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<b>VM</b>	Virtual machine
<b>WO/ PO</b>	Work Order/ Purchase Order
<b>Go-Live:</b>	<p>a) “Go-live “means all component modules of IITS such as CRM, Tender, and Recruitment section, Intranet module and Back office module i.e. Sales &amp; Marketing module, Financial and accounting modules i.e. Human Resource Management modules, Materials Management, etc. and cloud services (Primary and DR data center, MPLS connectivity, Internet lease line, associated Hardware (Servers) etc. are ready to work in a production environment for the end-users after the user acceptance testing (UAT) so that intended user can access it.</p> <p>b) The warranty shall commence from the date of Go-Live of IITS systems.</p>



## 1.0 Introduction:

### 1.1. Organization Background

Indian Rare Earths Limited (IREL), herein after referred to as “IREL/ Contractee” is a Mini Ratna Category-I Central Public-Sector Enterprise, under the administrative control of Department of Atomic Energy. The company is engaged in mining and separation of heavy beach sand minerals and also produces different rare earth compounds. The operating units of the Company are located at Chavara, Kerala; Manavalakurichi, Tamil Nadu; Chatrapur, Odisha and Aluva, Kerala. The corporate office is located at Mumbai.

### 1.2. Project Background

As a step towards e-Governance, IREL is desirous of developing a comprehensive system for all of its departments and business processes. The system amongst others is expected to provide: -

- Workflow automation
- MIS Reports
- Decision Support

### 1.3. Project Objectives

The overall Project objective is to design and implement an IITS for IREL which can automate the key workflows of major functional units including sales, material management, finance & accounts, HRM, etc. Automation shall cut down time taken by manual processes thus enabling optimized resource utilization at IREL. This shall enable the entire organization to get an overview of inventory and sales at different units of the organization thus expediting and enabling key business decision roadmaps.

### 1.4. Stakeholders

S.NO	Stakeholder	Benefits
1	IREL	<ul style="list-style-type: none"> <li>• Online Repository of organization data</li> <li>• Standardization of key processes across units</li> <li>• Resource Optimization</li> <li>• Process Automation across units</li> </ul>
2	IREL Customers/ Vendors	<ul style="list-style-type: none"> <li>• Online Channel to order products from IREL</li> <li>• Structured and detailed information on key products</li> <li>• Tender Processing e-Workflow</li> <li>• Grievance Redressal and Feedback Mechanism</li> </ul>
3	Citizens	<ul style="list-style-type: none"> <li>• Structured and detailed information on key products, processes, contact details, tender details and organization information</li> <li>• Grievance Redressal and Feedback Mechanism</li> </ul>

### 1.5. Expected Project Outcomes

The expected outcomes to be achieved from the project are as follows: -

- 1.5.1 Availability of online reports for all the mentioned key modules as per scope of work

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- 1.5.2 Real time IITS for improved decision making of key processes managed and maintained by various key departments of different units at IREL
- 1.5.3 Establishment of a system of inventory management for all the raw materials and end products of the organization
- 1.5.4 Efficient and transparent service delivery mechanism via web Portal, Payment gateway and SMS.
- 1.5.5 Extended reach to all stakeholders like key customers in a niche category and IREL employees.

### **2.0 EXPORT LICENSE /EXPORT PERMISSION AND END USE CERTIFICATE:**

2.1 It is entirely the responsibility of the bidder who is quoting for software of foreign origin to ensure obtaining export permission/ license / authorization as required from the respective Government before arranging supply. IREL would not accept post supply inspection by any agency / authority of any foreign country. It is therefore, necessary that the bidders offering software of foreign origin shall have thorough knowledge of export contract regulations in vogue in those countries. The bidder shall indemnify the purchaser against any consequences in respect of any end-use declaration they / their overseas Principals may furnish to the Government / license.

2.2 Agencies of the country of origin of the software while seeking export permission / license:

Post supply inspection, contrary to the terms and conditions of purchase's contract shall be deemed to be null and void. IREL reserves the right to reject any offer, which is not in conformity with the above instructions.

### **3.0 Disclaimer:**

Bidders are advised to study the Tender document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Security.

### **4.0 Pre-Bid Conference:**

4.1 A Pre-bid conference will be held on the date and address mentioned above. The representatives of the interested organisations may attend the pre-bid conference at their own cost. The prospective participants have to inform the IREL on the email id mentioned above for attending the pre-bid conference.

4.2 The purpose of the conference is to provide bidders with information regarding the RFP and the proposed IITS Project requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

4.3 Request for clarifications shall be sent by bidders through email/fax/post (in the format specified in this volume of the RFP) not later than the date specified in the RFP. All the requests shall be addressed to the contact person in IREL as mentioned in the RFP.

4.4 IREL will endeavor to provide a complete, accurate, and timely response to all questions to all the bidders. However, IREL makes no representation or warranty as to the completeness or accuracy of any response, nor does IREL undertake to answer all the queries that have been posed by the bidders.

- 4.5 The IREL may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Bid Conference. The decision of the IREL regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.
- 4.6 However, prospective bidders are free to raise their queries during the meeting and acceptable responses, if felt necessary by IREL, will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website i.e. at <http://www.irel.co.in> and <https://eprocure.gov.in/epublish/app> in accordance with the respective clauses of the RFP and no participant would be intimidated individually about the response.

## 5.0 Amendment of RFP Document

- 5.1 At any time before the deadline for submission of bids, the IREL may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by issuing amendment. The due date of submission in such a case will be extended suitably.
- 5.2 All the amendments made in the document would be published on <http://www.irel.co.in> or <https://eprocure.gov.in/epublish/app>.
- 5.3 The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The IREL also reserves the rights to amend the dates mentioned in the RFP

## 6.0 Late bids

Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained.

## 7.0 Modes of Submission

- 7.1 Tenders should be submitted in two parts covering "Technical Bid" and "Price Bid" separately and each cover sealed and superscribed with the "Tender name -Part- I:Technical bid" and "Part-II : Price bid" respectively as the case may be. The above two envelopes should be wrapped in another sealed cover superscribing Techno-commercial bid and Price bid for 'Tender Name' along with tender number and due date of opening.
- 7.2 Tender offer in **duplicate** should be sent by Post addressed to the GM (Marketing & I/C Purchase), Indian Rare Earths Ltd., Plot No-1207, ECIL Building, V.S.Marg, Prabhadevi, Mumbai - 400 028, Maharashtra, INDIA or dropped in the Public Tender Box located at the entrance door of IREL office.
- 7.3 IREL shall have no responsibility whatsoever if the tenders are not received in sealed covers at the appointed date and time. The tender papers are not transferable.
- 7.4 Tender papers received after 14:30 hours (IST) on the due date will not be considered under any circumstances whatsoever. However, IREL reserves its right to postpone the opening of the tender at their own discretion.
- 7.5 The Techno-Commercial bid will be opened at 15-00 hrs. on the same day in the presence of the tenderers or their authorized representatives. If the date stipulated for receipt of tender bids or for their opening happens to fall on a Sunday/ Public Holiday /unscheduled closure, it shall be deemed to fall on next working day. The price bids of the techno-commercially qualified bidders will be opened later on a date and time that will be intimated to them subsequently. Incomplete tenders or where both parts of the tender are not submitted on or before the due date and time will be rejected.

- 7.6 The terms “tenderer” and “bidder” are inter-changeable but having the same meaning.
- 7.7 The techno-commercial offer shall be valid for a minimum period of 120 days (one hundred and twenty days) from the date of opening the techno-commercial bid and the price bid shall be valid for a period of 90 days (ninety days) from the date of opening of price bid. The tenderer shall submit bids separately in sealed covers for Technocommercial and Price Bids based on the tender documents and Technical Specification.

#### **8.0 Authentication of Bid:**

- 8.1 The "Bidder" as used in the RFP shall mean the one who has signed the Bid document forms, duly Authorized by the Bidder (Lead Bidder in case of consortium), in which case Bidder shall submit a **Power of Attorney** in the name of the Authorized signatory. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be signed by the authorized signatory.

#### **9.0 Proposal Preparation Costs**

- 9.1 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 IREL to facilitate the evaluation process, and all such activities related to the bid process.

#### **9.2 Site Visit**

The bidders may visit the sites and obtain additional information at their own cost and responsibility.

#### **10.0 Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the IREL, shall be written in the English language.

#### **11.0 Prequalification Criteria**

This invitation to bid is open to all companies registered in India under the Companies Act 1956/2013 or LLP Act 2008, who fulfil the pre-qualification criteria. Consortium (Limited to maximum two members) consisting of one lead bidder and one member (hereinafter known as the consortium partner) is also allowed. Both the members in case of Consortium, should be company registered in India under the Companies Act 1956/2013 or LLP Act 2008. No bidder shall submit more than one bid. The term Bidder used herein would apply to both a single entity and a Consortium.

Both members of the Consortium to which the contract is awarded shall be jointly and severally liable to IREL for execution of the Project. The Consortium Members shall also be liable jointly and severally for the loss, damages caused to IREL during the course of execution of the contract or due to non-execution/infringement/Court Case of the contract or part thereof.

A Copy of the Agreement executed between the Consortium Members shall be submitted by the Lead bidder along with the tender. The complete details of the members of the Consortium their responsibilities in the project, etc., particularly with reference to financial, technical and other obligations shall be incorporated in the Agreement. In case of consortium, the Order would be released in the name of the lead bidder, who will be responsible for the successful execution of the project including all the liabilities arising out of the contract, submission of security deposit and performance etc. The Agreement shall be valid during the entire currency of the contract

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including the period of extension, if any and the Defect Liability period after the work is completed.

Interested bidders meeting the following Pre-Qualification criteria are eligible to participate in the tender:

<b>S. NO</b>	<b>Basic Requirement</b>	<b>Specific Requirements</b>	<b>Documents Required</b>
<b>PQ1</b>	Legal Entity	The Bidder(both the members individually in case of Consortium)should be registered under Companies Act, 1956/ 2013 or under LLP Act 2008	Certificate of Incorporation/Registration
<b>PQ2</b>	Net Worth	The Net Worth of the Bidder (both the members individually in case of consortium)must be positive as per the last three financial year's audited Balance Sheet as on 31.03.2017, 31.03.2016 and 31.03.2015.	Audited financial statement for last 3 years ending 31.03.2017
<b>PQ3</b>	Certification	The Bidder (both members individually in case of consortium), shall be minimum CMMi level 3 (in software Development) and ISO 9001:2008/2015 certified at the time of bid submission	Copy of certification which is valid on date of submission
<b>PQ4</b>	Turnover from IT/ ITeS	Average Annual Turnover of Bidder (Lead Bidder in case of consortium) from its ERP/ IT and ITES/IT Advisory Services operations of the last three(3) financial years (FY 14-15, FY 15-16 and FY 16-17) should be minimum INR 100 Crore.	Relevant extracts from the Audited Financial Statement
<b>PQ5</b>	Turnover of Consortium Partner from IT/ ITeS	Average Annual Turnover of Consortium Partner from its IT and ITES/IT Advisory operations of the last three (3) financial years (FY 14-15, FY 15-16 and FY16-17) should be minimum INR 50 Crore.	
<b>PQ6</b>	Sector/ Industry Specific Experience	The Bidder, (Lead Bidder in case of consortium), within the last seven years as on the due date of bid submission should have successfully completed at least Three ERP IT implementation Projects in Mining/Chemical/ Mineral/ Metal Sector.	Project Citation as per Format 4 supported with Work Order  AND  Proof of Go-live/ Project Completion Certificates/ Ongoing Project (at least go-Live has been achieved) along with Satisfactory Certificate from client.

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<b>S. NO</b>	<b>Basic Requirement</b>	<b>Specific Requirements</b>	<b>Documents Required</b>
<b>PQ7</b>	Technical Capability & Experience in bespoke solution in Government/ PSU /Private sector	<p>The Bidder (any member in case of Consortium), within the last seven years as on the due date of bid submission should have successfully completed:</p> <ul style="list-style-type: none"> <li>• at least 3 Projects</li> <li>• involving implementation of Open Source Customized (Non- COTS) IT Solution</li> <li>• including Software Development, Operation &amp; Maintenance, and Training &amp; Change Management.</li> </ul> <p>The Projects should be of value minimum INR Four Crore.</p>	<p>Project Citation as per Format 4 supported with Work Order</p> <p style="text-align: center;">AND</p> <p>Proof of Go-live/ Project Completion Certificates/ Ongoing Project (at least go-Live has been achieved) along with Satisfactory Certificate from client.</p>
<b>PQ8</b>	Technical Capability & Experience in bespoke ERP solution in specific modules in Government/ PSU Sector in India	<p>The Bidder (any member in case of Consortium), within the last seven years as on the due date of bid submission should have successfully undertaken 3 projects out of which at least 1 Project in Government Organization/PSU (Public Sector Undertaking) in India involving implementation of Open Source Customized (Non- COTS) IT Solution. Each of the above 3 projects includes development of at least 3 Modules out of the following:</p> <ol style="list-style-type: none"> <li>1. HRM</li> <li>2. CRM</li> <li>3. Marketing (including Sales) Module</li> <li>4. Production/Planning</li> <li>5. Financial Management &amp; Accounting, Costing</li> <li>6. Material/Purchase Module</li> <li>7. Warehouse Management</li> </ol> <p>The Projects should be of value minimum INR Four Crore</p>	<p>Project Citation as per Format 4 supported with Work Order</p> <p style="text-align: center;">AND</p> <p>Proof of Go-live/ Project Completion Certificates/ Ongoing Project (at least go-Live has been achieved) along with Satisfactory Certificate from client.</p>
<b>PQ9</b>	Cloud Hosting Experience	<p>The Bidder, any member in case of Consortium, within the last seven years as on the due date of bid submission should have successfully undertaken hosting of at-least Three IT projects for the client on a private/public cloud platform</p>	<p>Work Order highlighting cloud hosting services along with satisfactory completion certificate issued from client along with proof of hosting on a cloud platform</p>
<b>PQ10</b>	Blacklisting/ Debarring	<p>The bidder, (both the members individually in case of consortium), should neither have been Debarred and / or blacklisted by any Central / State Govt. Department/Public Sector Undertaking nor should have any litigation enquiry pending and / or initiated by any of these entities or Court of Law with reference to debarment/blacklisting in last 7 years as on the due date of bid submission</p>	<p>A self-certificate letter as per Format 12</p>

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S. NO	Basic Requirement	Specific Requirements	Documents Required
PQ11	Manpower	Bidder(Lead Bidder in case of Consortium),should have minimum 150 fulltime employees working on its rolls on IT and IT Enabled Services/IT Advisory Services as on 31.12.2017	Certificate for number of technically qualified professionals employed by the company duly certified by the authorized signatory.
PQ12	Tax registration and clearance	The bidder (each member in case of consortium) must possess a valid: - • GSTIN • PAN	• Copies of relevant documents

## 12.0 Technical Evaluation Criteria

S.NO	Evaluation Criteria	Supporting Documents	Marks
1	Relevant Experience – 40		
1.1	<p>The Bidder (any member in case of Consortium) , within the last seven years as on the due date of bid submission should have successfully completed:</p> <ul style="list-style-type: none"> <li>• at least 3 Projects</li> <li>• involving implementation of Open Source Customized (Non- COTS) IT Solution</li> <li>• Including Software Development, Operation &amp; Maintenance, and Training &amp; Change Management.</li> </ul> <p>The Projects should be of value minimum INR Four Crore</p> <p>6 marks for 3 projects as above.</p> <p>2 marks for each additional project {which can be any IT (COTS/Non-COTS) solution involving ERP implementation with operation &amp; maintenance, training and change management}.</p> <p>Maximum 10 marks</p>	<p>Project Citation as per Format 4 supported with Work Order</p> <p>AND</p> <p>Proof of Go-live/ Project Completion Certificates/ Ongoing Project (at least go-Live has been achieved) along with Satisfactory Certificate from client.</p>	10
1.2	<p>The Bidder (any member in case of Consortium) , within the last seven years as on the due date of bid submission should have successfully undertaken 3 projects out of which at least 1 Project in Government Organization/PSU (Public Sector Undertaking) in India involving implementation of Open Source Customized (Non- COTS) IT Solution. Each of the above 3 projects includes development of at least 3 Modules out of the</p>	<p>Project Citation as per Format 4 supported with Work Order</p> <p>AND</p> <p>Proof of Go-live/ Project Completion Certificates/ Ongoing Project (at least go-Live has been achieved) along with Satisfactory</p>	10

S.NO	Evaluation Criteria	Supporting Documents	Marks				
	<p>following:</p> <ol style="list-style-type: none"> <li>1. HRM</li> <li>2. CRM</li> <li>3. Marketing (including Sales) Module</li> <li>4. Production/Planning</li> <li>5. Financial Management&amp; Accounting, Costing</li> <li>6. Material/Purchase Module</li> <li>7. Warehouse Management</li> </ol> <p>The Projects should be of value minimum INR Four Crore</p> <p>6 marks for 3 projects as above.</p> <p>2 marks for each additional project {which can be any IT (COTS/Non-COTS) solution involving ERP implementation with operation &amp; maintenance, training and change management in any Sectors}.</p> <p>Maximum 10 marks</p>	Certificate from client.					
1.3	<p>Bidder (Lead member in case of Consortium) , should have experience in undertaking projects in Mining /Chemical/ Mineral/ Metal sector in India in Last 7 Years as on 31.12.2017</p> <table border="1" style="width: 100%;"> <tr> <td>≥ 5 and &lt;9 Projects</td> <td>7 marks</td> </tr> <tr> <td>≥ 10 Projects</td> <td>10 Marks</td> </tr> </table>	≥ 5 and <9 Projects	7 marks	≥ 10 Projects	10 Marks	Project Citation as per Format 4 (kindly fill the applicable evidences as mentioned in the format.	10
≥ 5 and <9 Projects	7 marks						
≥ 10 Projects	10 Marks						
1.4	<p>Bidder (Lead member in case of Consortium), should have experience in implementing Capacity Building (Training)/ Change Management as a System Integrator/IT Implementation partner wherein a training of 500 Users have been conducted</p> <table border="1" style="width: 100%;"> <tr> <td>&gt;=500 Users</td> <td>2.5 points for each project</td> </tr> </table>	>=500 Users	2.5 points for each project	Work order and certificate from Client mentioning numbers of users trained	10		
>=500 Users	2.5 points for each project						
<b>2</b>	<b>Solution Proposed –30</b>						
2.1	<p>Evaluation Committee will evaluate the proposed solution on the basis of following parameters:-</p> <ul style="list-style-type: none"> <li>✓ Understanding of scope of work</li> <li>✓ Functional solution</li> <li>✓ Mapping of the experience of the bidder in other projects w.r.t. the functional requirement of IREL indicating the scope covered.</li> <li>✓ Technical Architecture</li> <li>✓ Project Implementation Approach &amp;</li> </ul>	Technical Solution proposed provided to be submitted along with details of agencies who will host the cloud.	20				



S.NO	Evaluation Criteria	Supporting Documents	Marks															
	<ul style="list-style-type: none"> <li>Methodology</li> <li>✓ Testing Plan</li> <li>✓ Deployment Plan</li> <li>✓ Training and Change Management Plan</li> <li>✓ Security Architecture</li> <li>✓ Integration Plan</li> <li>✓ Support &amp; Maintenance Plan for 4 years</li> </ul>																	
2.2	Requirements addressed as mentioned in different parts of the Bidding Document and the quality of the solution along with Proof of Concept. Bidders are required to demonstrate Min 4 Module i.e. HRM (Human Resource Management), Finance, Sales and Material/ Purchase		10															
<p><b>Hard copy along with technical bid followed by presentation on the same before IREL, the date and time of which would be intimated separately.</b></p> <p><b>IREL reserves the right to visit the clients of the bidder, where they have implemented IT solutions for which qualification has been claimed.</b></p>																		
3	<p><b>Team Profile</b> to be deployed for this assignment–<b>30</b></p> <p>The Team members should be in the Roles of the Bidder, any member in case of consortium</p>		30															
3.1	<p>Project Manager:</p> <p>Essential Requirements:</p> <p>B.E. / B. Tech with Minimum 10 years of post-qualification experience in having completed at least three IT projects as project manager.</p> <table border="1"> <tr> <td rowspan="2">Experience in IT Projects</td> <td>≥ 10 &lt; 15 Years</td> <td>0.5 Mark</td> </tr> <tr> <td>≥ 15 Years</td> <td>1 Mark</td> </tr> <tr> <td rowspan="2">Number of Projects as project manager</td> <td>≥ 3 &lt;5</td> <td>1 Mark</td> </tr> <tr> <td>≥ 5</td> <td>1 Mark</td> </tr> <tr> <td rowspan="2">Completed ERP project in open source platform</td> <td>1 Project</td> <td>1 Mark</td> </tr> <tr> <td>≥ 2 project</td> <td>2 Marks</td> </tr> </table> <p>Additional 1 mark for PMP/PMI/Prince-2 certification</p>	Experience in IT Projects	≥ 10 < 15 Years	0.5 Mark	≥ 15 Years	1 Mark	Number of Projects as project manager	≥ 3 <5	1 Mark	≥ 5	1 Mark	Completed ERP project in open source platform	1 Project	1 Mark	≥ 2 project	2 Marks	CV provided as per <b>Format 6</b> with self-attested copies of educational certificates	5Marks
Experience in IT Projects	≥ 10 < 15 Years		0.5 Mark															
	≥ 15 Years	1 Mark																
Number of Projects as project manager	≥ 3 <5	1 Mark																
	≥ 5	1 Mark																
Completed ERP project in open source platform	1 Project	1 Mark																
	≥ 2 project	2 Marks																

S.NO	Evaluation Criteria	Supporting Documents	Marks										
3.2	<p>Domain Specialist-Finance:</p> <p>Essential Requirements:</p> <p>CA/ CMA/MBA (Finance) with minimum 10 years of post-qualification experience</p> <table border="1"> <tr> <td rowspan="2">Experience in Years</td> <td>≥ 10 &lt;15</td> <td>1 Mark</td> </tr> <tr> <td>≥ 15</td> <td>2 Mark</td> </tr> <tr> <td rowspan="2">Number of Projects in Finance Function</td> <td>≥ 3 &lt;5</td> <td>2 Mark</td> </tr> <tr> <td>≥ 5</td> <td>3 Mark</td> </tr> </table>	Experience in Years	≥ 10 <15	1 Mark	≥ 15	2 Mark	Number of Projects in Finance Function	≥ 3 <5	2 Mark	≥ 5	3 Mark	CV provided as per <b>Format 6</b> with self-attested copies of educational certificates	5 Marks
Experience in Years	≥ 10 <15		1 Mark										
	≥ 15	2 Mark											
Number of Projects in Finance Function	≥ 3 <5	2 Mark											
	≥ 5	3 Mark											
3.3	<p>Domain Specialist-Marketing:</p> <p>Essential Requirements:</p> <p>Post Graduate Degree or Diploma in Management/ Business Management with specialization in Marketing from reputed institute / university (AICTE recognized) with minimum 10 years of post-qualification experience</p> <table border="1"> <tr> <td rowspan="2">Experience in Years</td> <td>≥ 10 &lt;15</td> <td>1 Mark</td> </tr> <tr> <td>≥ 15</td> <td>2 Mark</td> </tr> <tr> <td rowspan="2">Number of Projects in Marketing Function</td> <td>≥ 3 &lt;5</td> <td>2 Mark</td> </tr> <tr> <td>≥ 5</td> <td>3 Mark</td> </tr> </table>	Experience in Years	≥ 10 <15	1 Mark	≥ 15	2 Mark	Number of Projects in Marketing Function	≥ 3 <5	2 Mark	≥ 5	3 Mark	CV provided as per <b>Format 6</b> with self-attested copies of educational certificates	5 Marks
Experience in Years	≥ 10 <15		1 Mark										
	≥ 15	2 Mark											
Number of Projects in Marketing Function	≥ 3 <5	2 Mark											
	≥ 5	3 Mark											
3.4	<p>Domain Specialist-HRM:</p> <p>Essential Requirements:</p> <p>Post Graduate Degree or diploma in Management/ MA/ MSW (2 years full time course) with specialization in Human Resource Management/ Personnel Management/ Industrial Relations/ Labour Management/ Organizational Development/ Human Resource Development/ Labour Welfare from reputed and recognized Universities/ Institution approved by AICTE with minimum 10 years of post-qualification experience</p> <table border="1"> <tr> <td rowspan="2">Experience in Years</td> <td>≥ 10 &lt;15</td> <td>1 Mark</td> </tr> <tr> <td>≥ 15</td> <td>2 Mark</td> </tr> <tr> <td rowspan="2">Number of Projects in Marketing Function</td> <td>≥ 3 &lt;5</td> <td>2 Mark</td> </tr> <tr> <td>≥ 5</td> <td>3 Mark</td> </tr> </table>	Experience in Years	≥ 10 <15	1 Mark	≥ 15	2 Mark	Number of Projects in Marketing Function	≥ 3 <5	2 Mark	≥ 5	3 Mark	CV provided as per <b>Format 6</b> with self-attested copies of educational certificates	5 Marks
Experience in Years	≥ 10 <15		1 Mark										
	≥ 15	2 Mark											
Number of Projects in Marketing Function	≥ 3 <5	2 Mark											
	≥ 5	3 Mark											

S.NO	Evaluation Criteria	Supporting Documents	Marks															
3.5	<p>Technical Solution Architect:</p> <p>Essential Qualifications</p> <p>B.E. /B. Tech in the field of computer science Minimum 10 years post qualification experience as solution architect in IT projects</p> <table border="1"> <tr> <td rowspan="2">Experience in Years</td> <td>≥ 10 &lt;15</td> <td>0.5 Mark</td> </tr> <tr> <td>≥ 15</td> <td>1 Mark</td> </tr> <tr> <td rowspan="2">Number of Projects in Marketing Function</td> <td>≥ 3 &lt;5</td> <td>1 Mark</td> </tr> <tr> <td>≥ 5</td> <td>2 Mark</td> </tr> <tr> <td rowspan="2">Completed ERP project in open source platform</td> <td>1 Project</td> <td>1 Mark</td> </tr> <tr> <td>≥ 2 project</td> <td>2 Marks</td> </tr> </table>	Experience in Years	≥ 10 <15	0.5 Mark	≥ 15	1 Mark	Number of Projects in Marketing Function	≥ 3 <5	1 Mark	≥ 5	2 Mark	Completed ERP project in open source platform	1 Project	1 Mark	≥ 2 project	2 Marks	CV provided as per <b>Format 6</b> with self-attested copies of educational certificates	5 Marks
Experience in Years	≥ 10 <15		0.5 Mark															
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Number of Projects in Marketing Function	≥ 3 <5	1 Mark																
	≥ 5	2 Mark																
Completed ERP project in open source platform	1 Project	1 Mark																
	≥ 2 project	2 Marks																
3.6	<p>Training and Change Expert:</p> <p>Essential Qualifications</p> <p>MBA with specialization in HR with Minimum 10 years experience in Training and Change Management</p> <table border="1"> <tr> <td rowspan="2">Experience in Years</td> <td>≥ 10 &lt;15</td> <td>1 Mark</td> </tr> <tr> <td>≥ 15</td> <td>2 Mark</td> </tr> <tr> <td rowspan="2">Number of Projects in Marketing Function</td> <td>≥ 3 &lt;5</td> <td>2 Mark</td> </tr> <tr> <td>≥ 5</td> <td>3 Mark</td> </tr> </table>	Experience in Years	≥ 10 <15	1 Mark	≥ 15	2 Mark	Number of Projects in Marketing Function	≥ 3 <5	2 Mark	≥ 5	3 Mark	CV provided as per <b>Format 6</b> with self-attested copies of educational certificates	5 Marks					
Experience in Years	≥ 10 <15		1 Mark															
	≥ 15	2 Mark																
Number of Projects in Marketing Function	≥ 3 <5	2 Mark																
	≥ 5	3 Mark																

NB:

- a) The bidders have to score minimum 60% marks under Team Profile for each team member.
- b) The bidder has to score minimum 60 marks out of 100 marks to qualify for price bid opening. However, if the numbers of such pre-qualified applicants are less than three, IREL at its sole discretion may pre-qualify other applicants whose technical score is equal to or more than 40 based on the relative ranking of the applicants.
- c) The successful bidder has to ensure that the same team for which qualification is claimed under Team Profile (of the Evaluation Criteria) form the part of resource pool at the time of deployment.
- a) The CVs should be signed by the concerned Executive and countersigned by the Authorized Signatory of the Bidder. Any wrong statement described herein may lead to disqualification or dismissal, if engaged.

### 13.0 Verification of Documents

IREL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by IREL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by IREL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of IREL thereunder. If any statement,

information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken including forfeiture of EMD.

**14.0 CONFIDENTIALITY OF INFORMATION:**

Details on the projects as available with IREL will be handed over to Bidder after signing of the secrecy agreement as per **Format-7**, Part-VI attached hereto along with written request for such data to be furnished to the tenderer.

**15.0 TECHNICAL BID SHALL CONTAIN:**

- i) Bid Processing Fees & Earnest Money Deposit (EMD).
- ii) Compliance to the scope of work & all formats included in the RFP.
- iii) All commercial terms including taxes, duties, terms & mode of payment etc.
- iv) Details as per the requirement of SCOC enclosed with the tender document.
- v) Signed copy of the RFP issued by IREL as a token of acceptance of all the terms and conditions.
- vi) Documents in support of Pre-qualification criteria and technical evaluation criteria.
- vii) Un-Priced price schedule as per Price Bid Format, Part V of the RFP
- viii) Other documents as mentioned in the RFP.
- ix) The technical proposal should address all the areas/ sections as specified in the Technical Evaluation Criteria and contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP.
- x) Bid Submission Letter
- xi) Profile Of The Bidder(s)
- xii) Proposed Infrastructure Solution...including details of the cloud service provider
- xiii) Proposed Technical Solution and Service Levels
- xiv) Processes & Methodologies:
  - a. Strategic Control framework
  - b. Transition Approach
  - c. Training and Skills Development
  - d. Change Management Plan
  - e. Validation and Verification
  - f. Audits and Inspections
  - g. Exit Strategy
  - h. Communication Management
- xv) Profiles of Key Personnel proposed for the project:
  - a) A specific description of the prior experience and expertise of the resources in the organisation that enable the organisation to provide a scalable, robust, and industry standards-based products and support services;

## Implementation of Integrated IT System on open source platform

- b) Resumes of Personnels responsible for the management of this project, highlighting pertinent experience
- c) Resumes of bidder personnel who would be directly assigned to provide services pertaining to this contract and the specific function each individual would perform;
- d) All the resumes of the proposed team should be given in the format provided in Annexure.

NB:

1. Any deviations between technical and commercial proposals shall make the proposal as being unresponsive and will lead to disqualification of the proposal.
2. IREL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IREL's action. During the technical evaluation, the IREL may ask additional documents from the bidders and the document has to be submitted within the prescribed date by the IREL.

### 16.0 PRICE BID SHALL CONTAIN:

- a) Prices only in the "Price Bid Format" in Part V of the RFP, duly filled in by the bidder as per Schedules attached and shall be submitted in a separate sealed envelope. The bidder shall quote according to the "Price Bid format, Part V" only otherwise the offers will not be considered. Incomplete offers or counter conditions to the RFP are also liable for rejection.
- b) Price shall be quoted both in figures and in words in clear legible writing. No overwriting is allowed. The bidder should date countersign all scoring and cancellations. In case of illegibility, the interpretation of the IREL shall be final.
- c) The tenderer shall duly initial and stamp all alterations.
- d) The price bid shall contain price schedules only and no other documents. Any counter conditions mentioned in the price bid will result in the bid getting summarily rejected.
- e) If there is a discrepancy in words & figures, amount in words will be deemed as final.

#### Note:

No counter conditions to the techno-commercial part of the RFP would be acceptable. Submission of the same would make the offer liable for rejection.

### 17.0 EARNEST MONEY DEPOSIT (EMD):

- 17.1 The bid shall be accompanied by EMD of Rs7.50 lakh (Rupees Seven Lakh and Fifty Thousand only) in the form of Bank Guarantee valid for 270 days from the date of opening of the technical bid as mentioned in the tender or Demand Draft of equivalent amount drawn in favor of **Indian Rare Earths Ltd** payable at Mumbai.
- 17.2 EMD alone shall be submitted in a separate sealed cover along with the Technical Bid indicating the tender number and the name of the bidder on top and the cover shall be marked as "EMD for 'Tender Name'".
- 17.3 In case the EMD is submitted in the form of an irrevocable and confirmed Bank Guarantee the same should be as per **Format-8, Part VI** of the tender. The Bank Guarantee shall

## Implementation of Integrated IT System on open source platform

be from State Bank of India or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank.

- 17.4 The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL.
- 17.5 No interest shall be paid on EMD. The offer without EMD in any form other than specified herein above is liable to be rejected.
- 17.6 **Exemption from payment of EMD:**  
MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated). In case bidder seeks exemption from payment of the EMD as per tender provision, necessary documents is to be submitted along with the Bid
- 17.7 Any bid not accompanied by EMD may be liable to be rejected and the bidder or his representative(s) shall not be permitted to participate in the tender opening
- 17.8 The earnest money shall be dealt with as follows:
- 1) In case of unsuccessful tenderer, it shall be returned without interest immediately after finalization of order but not later than 30 days after the finalization of order or such extended time as mutually agreed upon. The instrument i.e., DD/BG etc. received on account of EMD will be retained by IREL and returned to all the tenderers except in case of the successful bidder.
  - 2) In case of Bidder (successful tenderer), it shall be adjusted without interest as Security Deposit in case EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.
- 17.9 The EMD shall be forfeited if:
- 1) The bid is revoked during its validity period,
  - 2) Tenderer indulges himself in any undesirable practice or malpractice at any time, which would include the instance of a tenderer after submitting his tender and during the tender's validity period resiles from his offer or modifies the terms and conditions thereof (in a manner not acceptable to IREL),
  - 3) The prices are increased unilaterally after the Price Bid opening and during validity of offer by the bidder,
  - 4) The tenderer does not convey his written acceptance within a maximum period of 15 days of the order placed on him by IREL,
  - 5) The tenderer withdraws or modifies his tender without consultation & approval of contractee, within six months from the date of opening for any reason whatsoever,
  - 6) The successful tenderer does not deposit the Security Deposit within the stipulated period,
  - 7) The successful tenderer does not execute an agreement on stamp paper of Rs.200/- (Rupees Two Hundred only) as per Articles of agreement enclosed in **Format IV, Part VII** for due fulfillment of the contract before the date specified for the purpose in the Letter

**18.0 SECURITY DEPOSIT (SD):**

The Successful Bidder shall be required to furnish demand draft or Bank Guarantee as per Format-9, Part VI in favor of Indian Rare Earths Limited, for an amount equivalent to ten (10) per cent of the contract value towards Security Deposit (inclusive of EMD if EMD is deposited by way of demand draft) for the satisfactory performance of the contract, within 30 (Thirty) days of the written acceptance of the order or commencement of work whichever is earlier.

**18.1 The SD shall be dealt with as below: -**

18.1.1 The SD shall be returned to the Bidder after three months completion of activities in line with the deliverables of the contract and with the certification of "No Dues" from Engineer-in-Charge (EIC) and after adjustment of dues, Damages etc. if any from any dues to the Bidder and further shall be dealt with as per "Payment terms" of SCOC. (Special Conditions of the Contract)

18.1.2 The Security Deposit shall stand forfeited in favor of IREL without any further notice to the Bidder in the following circumstances:

- (a) In case of any failure whatsoever on the part of the Bidder at any time in the performance of his part of the contract including that during the extended periods of contract, where notice is given & time for rectification allowed.
- (b) If the Bidder indulges at any time in any subletting / subcontracting of any portion of the work without notice and approval from IREL.
- (c) Non-submission of Performance Bank Guarantee

**19.0 Performance Guarantee:**

Within 15 (Fifteen) days from the date issue of Go-Live certificate by IREL, the successful bidder shall submit to IREL an irrevocable performance bank guarantee in the form appended (Format-11), from any Nationalized Bank or all Commercial schedule bank equivalent to 10% (Ten per cent only) of the contract value for the due and proper execution of the Contract. The Performance Guarantee shall be valid 60 days beyond the stipulated date of completion of AMC period of three years after initial warranty period of one year.

In case for any reason the time for completion of works gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work.

IREL reserves the right of forfeiture of the performance guarantee in the event of the successful bidder's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

Performance guarantee shall be returned 60 days after completion of AMC and on acceptance of the system complying to the entire satisfaction of IREL.

In case the successful bidder fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, SD of the successful bidder shall be forfeited.

**20.0 RIGHT TO REJECT THE TENDER:**

IREL reserves the right to reject any tenders whatsoever without assigning any reason thereof.

**21.0 Benefits to Micro & Small Enterprises (MSE's):**

The MSE's registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit
- (c) **Price preference:** Micro and Small Enterprises quoting price within price band of L1+15 per

cent shall also be allowed to provide the services sought for by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise.

The MSE's are required to **submit valid Registration Certificate** along with tender. MSE's claiming the above benefits have to exclusively mention in their offer for consideration by IREL.

## 22.0 SEALING AND MARKING OF BIDS:

Part I –Technical Bid– Two copies (original and one copy) complete with all technical details **duly signed and stamped on all pages** and enclosed in a sealed cover along with Bid Processing Fees and EMD in a separate cover.

Part II –Price Bid– Two copies (original and one copy) in the prescribed format for Priced Tenders **duly signed and stamped** on all pages and enclosed in a sealed envelope.

The tenderer shall seal the tenders in an inner and an outer envelope with “Original” & “Copies” duly marked.

The inner and outer envelopes shall be addressed to the following address:

GM (Marketing & I/C Purchase),  
Indian Rare Earths Ltd.,  
Plot No-1207,  
ECIL Building,  
V.S.Marg,  
Prabhadevi, Mumbai -400 028,  
Maharashtra, INDIA

The inner envelope shall indicate the name and address of the tenderer to enable the bid to be returned unopened in case it is received “**Late**”.

If the outer envelope is not properly sealed and marked as required, IREL shall assume no responsibility for the misplacement of tender. A tender, if opened prematurely for this cause, may be rejected and returned to the tenderer.

Tenders shall be sent by registered post or handed over personally ensuring that it is received on or before time, date and at the place, specified in the invitation to tender.

In case the tender could not be opened on the specified date and time, the same shall be opened on a later date under intimation to the tenderers.

## 23.0 Disqualification

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

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
- b. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- c. The bidder qualifies the proposal with his own conditions.



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- d. Proposal is received in incomplete form.
- e. Proposal is not accompanied by all the requisite documents.
- f. If Bidder provides quotation only for a part of the project.
- g. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- h. Revelation of Prices in any form or by any reason before opening the Price Bid.
- i. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP.
- j. Failure to furnish proofs for information provided.
- k. Bidders not complying with the terms and conditions as stated in the RFP Documents.
- l. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- m. If the bid does not conform to the timelines indicated in the bid.

### **24.0 ARRANGEMENT OF TENDER:**

- (a) The tender shall be neatly arranged, plain and intelligible, typewritten on white paper with consecutively numbered pages in solid binding. They should not contain any terms and conditions printed or otherwise which are not applicable to the tender.
- (b) Insertions, postscripts, additions, and alterations shall not be authorized unless confirmed by the tenderer's signature. The tenderer shall ensure that the prices quoted are given in figures as well as in words.

### **25.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:**

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL may elect to withdraw the invitation to tender.

### **26.0 QUERIES AND CLARIFICATIONS:**

IREL may seek clarifications regarding any matter connected with this tender. The tenderer shall furnish the same to GM (Marketing & Purchase) or GM (Projects) through email (purchase-ho@irel.co.in or kvrsbudhi@irel.co.in) followed by confirmatory signed copy by fax or letter.

### **27.0 DEPUTATION OF REPRESENTATIVES FOR DISCUSSION:**

After opening of the techno-commercial bid, if IREL desires to have discussion, the bidder shall be in a position to depute his representatives at his own cost and short notice with full authority for finalizing the technical parameters as well as commercial terms and conditions of the contract.

## 28.0 RELATED PARTY:

Related parties should not quote for the tender separately. If it is noticed that related parties submitted separate quotation IREL reserves the right to reject the same and forfeit the EMD, if any, submitted by them.

## 29.0 RISK PURCHASE CLAUSE

After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the work order, IREL have the right to forfeit the EMD and invoke the security deposit and execute the works from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

This clause shall also be applicable during the warranty/ AMC period also.

## 30.0 SIGNING OF CONTRACT:

Contract agreement will be entered with the Bidder based on mutually acceptable terms and conditions following relevant guidelines of Government of India in this regard.

## 31.0 ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Indian Rare Earths Limited, a Government of India Undertaking, under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public-Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good Corporate Governance.

In our endeavor to be more transparent in our dealings and to support our ideology all Bidders, Customers and Business Partners are requested not to provide any gift and /or inducement to any of our employees for securing/being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertaking.

Report of any gifts and /or inducements sought by any employee of the company (IREL) should be immediately reported to any one of the following:

<p><b>Shri D.Singh, Chairman &amp; MD</b> Indian Rare Earths Ltd 1207 VS Marg, Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.co.in</p>	<p><b>Shri Sanjay Banga, Chief Vigilance Officer</b> Indian Rare Earths Ltd 1207 VS Marg, Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.co.in</p>
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We assure you these complaints, if any, made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken.

Similarly, we expect your commitment to the under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,

For Indian Rare Earths Ltd

GM (Marketing & I/C Purchase)

**32.0 UNDERTAKING TO BE SUBMITTED BY TENDERER**

Date:

To

**M/s. Indian Rare Earths Ltd  
Corporate Office, Mumbai.**

I/We.....am/are a Bidder/Customer of Indian Rare Earths Limited.

I/We agree and undertake:

- (i) Not to provide any gift and/ or inducement to any employee of the company in connection with securing/ being granted favour(s) in my/our dealings with the company and its field Units,
- (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units.

Signature

Name

Address with Seal:

## General Conditions of Contract

### 1.0 PURPOSE:

This document shall accompany and be a part of the contract entered into by Indian Rare Earths Limited for "Selection of Agency for Implementation of Integrated IT System on open source platform"

These general conditions are complementary to the Tender Documents, Specifications, etc. Anything appearing in one shall be construed the same as appearing in the other unless specifically explained therein.

### 2.0 SINGULAR AND PLURAL

Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires. Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.

### 3.0 ENGINEER-IN-CHARGE (EIC)

3.1 The EIC shall have authority for general supervision and direction of the work, direction to stop the work whenever such stoppage may be necessary to ensure proper execution of the contract, to reject all works which do not conform to the contract etc.

#### 3.2 Duties of EIC inter-alia include:

- i) To monitor timely mobilization and execution of the activities by the successful bidder well in advance of the dates stipulated from time to time throughout the contract period,
- ii) To certify with recoveries if any, the successful bidder's clean bills for payment as per the payment schedule.
- iii) To issue "No Dues" certificate in favour of the successful bidder.

3.3 The EIC shall during the progress of the works have power to order in writing from time to time suggest modifications to the report.

3.4 The EIC shall have no authority to relieve the successful bidder of any of his duties or obligations under this Contract or, except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Contractee or to make any variation of or in the Works

### 4.0 CONFLICT AND INTERPRETATION OF DOCUMENTS:

- a. The several documents forming the contract are to be taken as mutually explanatory of one another.
- b. In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the Bidder to notify the contractee, with a copy sent concurrently to the Engineer, immediately in writing and obtain instructions from the contractee to eliminate the conflict.

## Implementation of Integrated IT System on open source platform

- c. The Bidder shall notify the contractee, with a copy sent concurrently to the Engineer, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents.
- d. In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work order shall prevail over those of all such other documents forming the contract and binding on the Parties.

### **5.0 CORRESPONDENCE:**

- 5.1 All correspondence among the contractee, the engineer and the Bidder and the titles and written notations on drawings etc. shall be in English language only
- 5.2 The contractee /engineer/ inspector designates the following address:

Indian Rare Earths Limited,  
Plot No. 1207,  
V.S.Marg,  
Prabhadevi,  
Opposite Sidhivinayak temple,  
Mumbai 400 028,  
Maharashtra.

### **6.0 DEATH, BANKRUPTCY ETC.:**

If the Bidder shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof or compound with his creditors, or being a corporation commence to be wound up, (not being members' voluntary winding up for the purpose of amalgamation or reconstruction) or carry on its business under a receiver for the benefits of its creditors or any of them, the contractee shall be at liberty:

- (a) to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Bidder or to the receiver or liquidator or to any person in whom the contract may become vested.

Or

- (b) to give such receiver, liquidator or other person the option of carrying out the Bidder subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the Bidder.

### **7.0 ASSIGNMENT AND SUBLETTING:**

- 7.1 The successful bidder shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of IREL.
- 7.2 The successful bidder shall not sublet the whole or any part of the services without the written consent of the IREL and such consent, if given, shall not establish any contractual relationship between the other party and IREL and shall not relieve the Bidder of any responsibility, liability, or obligations under the contract and the Bidder shall be responsible for the acts, defaults or neglects of any other party or his agent to whom work is outsourced as fully as if they were the acts, defaults or neglects of the Bidder or his agents provided always that execution of ToRs by Bidder or under

the direct and personal supervision of the Bidder or his agent shall not be deemed to be subletting under this Clause.

#### **8.0 FORCE MAJEURE:**

- 8.1 Force majeure is an event beyond the control of Bidder and not involving the Bidder's fault or negligence and which is not foreseeable. Such events may include but are not restricted to acts of the IREL/Bidder either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. The decision about force majeure shall rest with IREL which shall be final and binding.
- 8.2 If there is delay in performance or other failures by the bidder to perform obligations under its contract due to event of a Force Majeure, the bidder shall not be held responsible for such delays/failures.
- 8.3 If a Force Majeure situation arises, the Bidder shall promptly notify IREL in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by IREL in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 8.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

#### **9.0 SETTLEMENT OF DISPUTES:**

- 9.1 All disputes and differences of any kind what so ever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them.
- 9.2 If the Bidder is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Amendment Act, 2015 and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.
- 9.3 If the period of 30 days has expired at any stage, stipulated in the preceding paras without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all.
- 9.4 The seat of arbitration will be at Mumbai and only the appropriate Court coming under High Court of Mumbai will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.
- 9.5 The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to Arbitration.

## **10.0 Security Regulations:**

The Bidder shall abide by all the security regulations, at site promulgated by the contractee from time to time.

## **11.0 TEMPORARY SUSPENSION AND CANCELLATION OF CONTRACT**

### **11.1 Temporary Suspension:**

11.1.1 The contractee may at any time temporarily hold the progress of work being performed under the contract or any part thereof by notice in writing to the successful bidder. All work so stopped shall be resumed by the successful bidder based on a schedule to be mutually agreed upon between the contractee and the successful bidder.

11.1.2 The contractee will not pay the successful bidder for any work, which is performed during such an interval of suspension, and the contractee shall not be liable to the successful bidder for any damages or loss caused by such a suspension of work.

### **11.2 Cancellation of contract:**

11.2.1 The contractee, at his option, may without prejudice to its rights cancel the contract at any time by simple written advice to the Successful bidder in case of their non-compliance with the undertakings under this contract and more especially in case any of the following circumstances occur. Under any circumstances non-exercise of any action shall not constitute a waiver.

11.2.2 Unjustified interruption of services performed by the successful bidder.

11.2.3 Errors, negligence, insufficiencies in the specifications, or failure to supply sufficient experts or other similar circumstances attributable to the Successful bidder.

11.2.4 If the Successful bidder shall refuse to implement instructions received from the contractee or engineer within the stipulations of this contract.

11.2.5 Where the Successful bidder is declared in liquidation or bankruptcy or is involved in similar proceedings or has been implicated repeatedly in litigation or may have entered into contracts or transfers with his creditors or others which compromise the Successful bidder's solvency.

11.2.6 If the Successful bidder promises, offers or gives any bribe, commission, gift or advantage, either by himself or through his agent, to any officer or employee of the contractee or engineer or to any person on their behalf in relation to the execution of this contract.

11.2.7 The contractee shall inform the Successful bidder of its decision to cancel the contract or to terminate the successful bidder's services, in whole or part under it, specifying in such notice the reason or the basis for this decision. The Successful bidder shall immediately stop all work in connection with the contract as directed by the contractee. Thirty (30) days after such notice is given, the contractee shall be at liberty to contract with other persons or to perform with his own personnel those services undertaken by the Successful bidder in the contract at the risk and cost of the Successful bidder. In such case the Successful bidder shall be liable for any costs for obtaining the balance of the plant from another agency in excess of the contract price. In case of termination of part of the contract, the Successful bidder will continue performance on the contract to the extent not terminated by the contractee.

11.2.8 In case of cancellation, the Successful bidder shall have the right to receive that part of the contract price, which is suitable for the work properly done less the costs of the damages payable to the contractee. In no event shall the Successful bidder have any right to payment for any work done by him subsequent to the cancellation.

11.2.9 In addition to the rights provided under this section, the contractee may exercise any other rights or remedies provided by Law or under this contract for any breach or default of the successful bidder.

**12.0 TERMINATION OF CONTRACT DUE TO NON-PERFORMANCE OF BIDDER:**

If the Bidder shall –

- (a) become bankrupt or insolvent, or
- (b) being a company or corporation go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or
- (c) I have an execution levied on his goods or property, or
- (d) assign or sublet the contract or any part thereof without the consent of the contractee, or
- (e) abandon the contract, or
- (f) disregard the instructions of the contractee in relation to the execution of the work, or
- (g) fail to execute the services in accordance with the contract or neglect to carry out his responsibilities and obligations under the contract or promise offer or give any bribe, commission, gift or advantage either by himself or through his partner, agent or servant, to any officer or employee or any person on their behalf of the contractee or in relation to the execution of this contract or any other contract with the contractee.

In any of the aforesaid cases, the contractee may serve the Bidder with a notice in writing to that effect, and if the Bidder does not, within seven days after the delivery to him of such notice, proceed to make good his default, the contractee shall be entitled, after giving forty eight hours notice in writing, to expel the Bidder from the site, without thereby avoiding the contract or releasing the Bidder from any of his obligations or liabilities under the contract or affecting the rights and distributions conferred on the contractee by the contract. The expiry of forty-eight hours from the time of serving such notice in writing to the Bidder by the contractee shall be conclusive evidence of the expulsion of the Bidder from the site, notwithstanding any physical presence of the Bidder, or his workmen at site after such expiry.

Provided always that the contractee shall, at any time after expelling the Bidder from the site, have the right to rescind this contract and claim damages from the Bidder. Provided further that the exercise of any of the rights aforesaid shall not prejudice the contractor's right and remedies under the Law.

12.1 IREL is entitled after giving a month's notice to the Bidder to treat the contract as cancelled and also expel the Bidder from the site in the following circumstances:

- (i) Failure to convey his written acceptance of the LOI/WO placed on him within 15 days of its receipt at his end.
- (ii) If IREL shall enter and expel the Bidder under this clause he shall not be liable to pay the Bidder any money on account of the contract until the costs of completion, damages for delays in completion (if any) and all other expenses incurred by IREL have been ascertained and the amount thereof certified by the EIC. The Bidder shall then be entitled to receive only such sum or sums (if any) as the EIC may certify would have been due to him upon the due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Bidder on due completion by him then the Bidder shall upon demand pay to IREL the amount of such excess and it shall be deemed a debt due by the Bidder to IREL and shall be recoverable accordingly.



**12.2 Payment after Termination:**

If the Bidder is expelled as aforesaid, the contractee shall not be liable to pay to the Bidder any money including the security deposit on account of the contract until all other expenses incurred by the contractee have been ascertained. The Bidder shall then be entitled to receive only such sum (if any) as the contractee may certify after deduction of the said amount of such excess and it shall be deemed a debt due by the Bidder to the contractee and be recoverable accordingly.

**13.0 Patent Infringement:**

13.1 The Bidder shall protect, indemnify and save harmless to IREL , its successors, assigns, customers and users of its products, against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, growing out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any license with respect thereto, by reason of the manufacture and/or sale by, or on behalf of Bidder of the plant or any part thereof, or the purchase thereof by IREL or the use thereof in India for the purchase for which it is furnished, or the sale by IREL, its successors or assigns or products made, manufactured, fabricated, processed or produced with the said plant or any part thereof, and will defend or settle at Bidder own expense, any such claims suits, or proceedings.

13.2 IREL will promptly notify the Bidder in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the Bidder defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the Bidder shall promptly at his own expense, either procure for IREL the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of the IREL's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the Bidder factory or other point of origin to the site of IREL, as a result of any claim of patent infringement the bidder shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. IREL will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

**14.0 Indemnity:**

The Bidder assumes responsibility for, and shall indemnify and save harmless to IREL, Engineer-in-Charge, or their officers or employees from all liability, claims, costs, expenses, taxes and assessments, including penalties, punitive damages, attorney's fees and court costs which are, or may be required with respect to any breach of the Bidder obligations under this contract, or for which the Bidder has assumed responsibility under this contract, including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages, or other compensation of all persons employed by Bidder or his sub-contractors or suppliers in connection with the performance of any work covered by the contract. The Bidder shall execute, deliver and shall cause his sub-contractors and suppliers to execute and deliver, such other further instruments and to comply with such requirements of such laws, and regulations as may be necessary there under to confirm and effectuate this contract and to protect IREL, Engineer-in- Charge, or their officers or employees.

**15.0 CONSTRUCTION OF CONTRACT:**

This contract and the articles thereof shall be interpreted and applied solely according to their wording, to the objects in view. The contract shall in all respect be constructed and operated as a contract as defined in the Indian Contract Act, 1872 and the amendments, if any, and save as otherwise expressly provided herein, shall be governed by the provision of the said Act and other directives issued by Government of India from time to time.

**16.0 NOTICES:**

- 16.1 Any notice to be given to the Bidder under the terms of the contract shall be deemed as served, if the said notice is handed over to Bidder's site representative and duly acknowledged or sent by registered post to or left at the Bidder's principal place of business or if the Bidder is a registered body at its registered office or at the site or left at the Bidder's last known address.
- 16.2 Any notice to be given to IREL under the terms of this contract shall be deemed as served if the said notice is sent by registered post to the GM (Marketing & I/C Purchase), Indian Rare Earths Limited, Plot No 1207, V.S.Marg, Prabhadevi, Mumbai 400 028, Maharashtra.

**17.0 GENERAL:**

Should any conditions in the General Conditions of contract be contrary to the Special Conditions of the contract such Special Conditions of contract shall prevail.

**18.0 GENERAL GUIDELINES**

- 18.1 Project location would be IREL's HO in Mumbai and all development will be carried out centrally from here. The project will be rolled out at IREL's OSCOM unit and then replicated to other units.
- 18.2 Core team members (nominated by IREL) will be available till end of the project and core team members will be made available to travel to roll out location.
- 18.3 Core team members of IREL will be responsible for validated master data and transaction data collection as well as end user training.
- 18.4 The bidder will help IREL Core team for preparing test plans, test cases, test scenarios and identifying the data and populating any test environments for testing.
- 18.5 Bidder will visit the sites for system study, data migration, scanning /master data preparation and primary user training.

## **1.0 Special Conditions of Contract**

- 1.1 The project scope involves Business Process Re-engineering (BPR), Customization/ Development, and Support & Maintenance of IITS platform for five units of IREL. IITS shall be implemented and followed by training & stakeholder handholding at all units of IREL in phases.
- 1.2 Bidder shall deploy Training & Change Management Team onsite. Development can be offsite but onsite involvement shall be required during requirement gathering, UAT, Training, and Go-Live etc. Support and maintenance shall start from the Go-Live of all modules.

## **2.0 Key modules**

2.1 The system is expected to provide: -

- 2.1.1 Workflow automation
- 2.1.2 MIS Reports
- 2.1.3 Decision Support

2.2 The functions expected from the system are:

- 2.2.1 Financial Management & Accounting, costing
- 2.2.2 Human Resource Development and Management Systems
- 2.2.3 Material Management Systems
- 2.2.4 Marketing (including Sales)
- 2.2.5 Customer Relationship Management
- 2.2.6 Intranet/Internet Portal

The various modules/ functions/ processes in vogue at are given in Annexure-1. The details are only indicated for the purpose of illustration only.

## **3.0 Broad framework of the activities:**

### **3.1 Component 1: Business Process Study & Project Management**

Successful bidder is expected to adopt industry best practices throughout the contract duration for project governance and management necessarily covering:

- a. Creation and update of project management plan
- b. Monitoring and execution of project as per plan
- c. Sign Off and Acceptance of critical project milestones, identifying implementation challenges, dependencies, etc.
- d. Change management
- e. Implementation Governance
- f. Tracking and providing regular status updates
  - i) Supervision of the additional installation, commissioning of IT infrastructure at Central Server Location.
  - ii) Assisting in the design and improvement of project progress such as a definition and framework for key performance indicators in all modules of different department

### 3.2 **Component 2: IITS Application development**

The scope of software and applications to be covered by the Successful bidder includes all processes, functions and activities being carried out by different units of IREL.

#### 3.2.1 Functional Coverage: -

IREL Internet Portal – Scope includes migration of existing website including integration, design changes based on statutory norms and maintain the same.

#### 3.2.2 The portal shall give access to citizens/end-users for the following functionalities

##### i. **Customer Relationship Management (CRM)** portal with sales and marketing:

CRM module shall be accessed through IREL website. There shall be a link on IREL website which shall enable customer to interact with IREL on line. The customers who wish to avail the facility need be registered first. The customer can view the status of their quota, account balance and the order placed. The customer can also place order on-line. The content updating shall be done dynamically. Static portion shall be kept to its minimum. The expected number of customers is 1000.

##### ii. **Tender information management** Tender, with Recruitment management modules:

This module shall be accessed through IREL website where users / visitors to the website may view information related with tenders, recruitment of IREL. The content updating shall be done dynamically.

### 4.0 **Scope of Work:**

The scope of work shall include but not limited to the following:

#### 4.1 **Phase 1 (Requirement Gathering)**

The Successful bidder shall carry out a detailed assessment and formulate the functional requirement specification (FRS) / system requirement specification (SRS) documents incorporating the requirements provided by all the stakeholders as per the modules mentioned in the RFP and gaps identified and any recommendation shall include changes to be made to existing processes for more simplification.

As part of the requirement gathering activity the Bidder should study the existing processes at IREL units. The quality of service in this aspect would define the final nature of the IITS. The team is expected to study existing systems and processes at different units including HO and any recommendation shall include changes to be made to existing processes for more simplification.

Key tasks in this activity shall include undertaking Data Analysis, existing Application study, Data Integration Requirements, Data Cleansing Requirements, Functional Requirements, Reporting requirements, etc.

An illustrative list of expected deliverables from the team is as below: -

- i) Process Maps for each module across units
- ii) Recommendations on changes to existing processes and workflows.
- iii) Strategy for integration of departments (both with existing IT solution and without an IT solution) in to the IITS

- iv) Final system architecture of IITS
- v) FRS/SRS for ICT Development of IITS. The application development team shall act on the prepared SRS for development of the IT solution and also for integration of non-IT enabled departments subject to the consent of the concerned department. Phase I of the engagement shall continue until the final roll out of the IT solution.
- vi) Assist IREL with implementing of IITS and administrative reforms in Line Departments
- vii) Preparation of Change Management and training plans for such changes. Facilitation of training needs assessment for all project stakeholders and managing the change management and capacity building initiatives in all Line Departments.
- viii) Supervision of the additional installation, commissioning of IT infrastructure at Central Server Location.
- ix) Assisting in the design and improvement of project progress such as a definition and framework for key performance indicators in all modules of different department.

## 4.2 Phase 2 (Solution Design and Solution Architecture)

- 4.2.1 Design, develop and implement the application as per approved FRS/ SRS and Design Document with context-based security.

During this phase the Successful bidder shall develop a detailed design document that shall meet the user's requirement captured in the previous phase. Successful bidder during this phase shall be required to perform the below mentioned activities:

- a) Preparation of IITS Architecture specifying the Functional, Infrastructure, Data, Deployment, Network and Security Architecture
- b) Preparation of System Design Document, specifying the construction details of the system, each system component's interaction with other components and external systems, and the interface that allows end users to operate the system and its functions.
- c) Development of Security Plan
- d) Preparation of data integration and data quality design document specifying how data from disparate source systems shall be integrated to the IITS platform
- e) Dashboard and Analytical Reports design
- f) Exceptions and Business Alerts definitions

The illustrative deliverables for this activity are mentioned below.

- Solution Design and Architecture Document (including ER Diagram and Data Flow Diagram)
- High Level Design Document and Low-Level Design Document (including Schema Diagram)
- Use Cases
- Test Plan

## 4.3 Phase 3 (Software Development/ Customization & Testing):

- 4.3.1 The Successful bidder shall develop the software in accordance with the approved requirement specifications, design specifications, and according to the project plan and carry

out the unit testing of the software in accordance with the approved test plans. The overall IITS setup shall be implemented in three environments i.e. Development environment, Pre-Production environment and Production environment

Note: The IPR of codes developed by the Successful bidder for the purpose of this project shall be in the name of IREL. Successful bidder shall not use, reproduce the codes without explicit permission from IREL.

The illustrative deliverables for this activity are mentioned below: -

- i) Development of IITS including integration with all relevant and existing systems as per the finalized requirements and design
- ii) Delivery of Software along with Operational / Technical manuals.
- iii) Unit and Integration testing of the software along with test summary report and bug report
- iv) Necessary modifications to meet the requirements and Bug Closure report

4.3.2 Prepare test plans / test cases for application testing and obtain Acceptance testing:

4.3.2.1 Successful bidder with the help of IREL shall develop a test design document. Test design document will contain user acceptance testing (UAT) for each of the modules, functionalities and security features.

4.3.2.2 Successful bidder shall also prepare the required test data and get it validated by IREL and relevant departments. The test data should cover all scenarios.

4.3.2.3 IREL will nominate representatives from different user groups and would facilitate UAT. The successful bidder would make necessary changes to the IITS to ensure success of the UAT.

4.3.2.4 Successful bidder to incorporate test cases as part of UAT test cases for those customized and/ or extensions and/ or configured functionalities identified from traceability matrix.

4.3.2.5 The successful bidder shall ensure successful testing of the IITS in association with IREL as under: -

- a) Module Testing
- b) Functionalities: individual transactions, programs, reports and standalone functions.
- c) **Security:** Content access and data access. The system should have proper security and maintenance facility which limits access to the system and its various functions to the users delegated with appropriate authority. It should provide log in, both by user and by terminal. The System should provide the date and time of all transaction with details of creation, read, change/ update, delete or print. Access should be restricted at different levels of data file, program, module, screen, record, field database table, row or column. Suitable firewall against unauthorized uses, interceptions, misuses by outside parties shall be provided.
- d) Usability: Navigation, Captions
- e) Integration Testing: The integration testing will focus on end-to-end business scenario testing. The point of integration of individual modules should be documented for the IITS and tested by the successful bidder.
- f) Systems Testing Systems testing will focus on key system components. Carry out the performance and load test.

- g) Cutover verification. This activity will be carried out in the production system in order to certify the system readiness to Go Live. This will involve key users representing the different functions.

4.3.2.6 IREL would issue certification of acceptance for which it shall verify availability of all the defined services as per the contract signed between the successful bidder and IREL. The successful bidder shall be required to demonstrate all the services / features / functionalities as mentioned in the agreement. Prerequisite for carrying out UAT activity shall be:

- a) Detailed test plan shall be approved by IREL. This shall be submitted by Successful bidder before this activity to be carried out
- b) All documentation related to solution and relevant acceptance test document should be completed & submitted before the final acceptance test to IREL
- c) The training requirements as mentioned should be completed before the final acceptance test.
- d) UAT by stakeholder department/agencies.

4.3.2.7 The illustrative deliverables for this activity are mentioned below.

- a) Testing Reports
- b) Necessary modification in software for passing the UAT

#### 4.4 **Phase 4 (Data Digitization/ migration):**

##### 4.4.1 Data Digitization.

Successful bidder shall be responsible for digitizing, scanning and enhancing all paper-based documents used by different units of IREL. The cost for digitization shall be considered by Successful bidder while quoting the financial value.

##### 4.4.2 Data Migration

Successful bidder shall study existing legacy application system and migrate the data available in electronic format from legacy applications to new system. The data migration will be of master data such as customer, Successful bidder, product items etc.

- Successful bidder shall scan around one lakh pages of historical records mostly A4 papers.
- Successful bidder shall perform indexing, data cleansing and data entry or any other applicable activity for data conversion and data migration

#### 4.5 **Phase 5 (Hosting of Solution on Cloud Platform)**

4.5.1 The Successful bidder shall host the IITS at the Data centre of the Cloud Service Provider (CSP). The requirements of the Data Centre should be as under:

- i) The Data Centre should have (Tier 3/Tier 4/Tier 5) certification and must be ISO 27001 Certified.
- ii) The CSP should have capability to integrate IREL's MPLS network and P2P to cloud infra.

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- iii) The CSP should be empanelled under MeitY's "as a Cloud Service providers (CSPs)"
- iv) The CSP should meet any security requirements published (or to be published) by MeitY or any standards body setup / recognized by Government of India from time to time and notified to the CSP by MeitY as a mandatory standard.
- v) The primary Data Centre (DC) and the Disaster Recovery site should be in different seismic zones within India.
- vi) Primary DC should be in Mumbai or Navi Mumbai.
- vii) Bidder to ensure scalability of the DR cloud environment considering the future growth for next 5 -7 years

4.5.2 Prior to hosting the application at the Data Centre(DC) the bidder shall commission, 4 Mbps MPLS VPN link at the primary data center and 2 Mbps MPLS VPN link at (Disaster Recovery) DR to integrate with IREL's MPLS VPN network.

4.5.3 The Successful bidder shall also provide VPN connectivity to provide access to IITS. CRM system from outside the MPLS VPN cloud.

4.5.4 Since the access to the CRM module shall be allowed through internet, therefore 20 Mbps internet leased line (ILL) shall be commissioned at the Primary Data Centre and DR with the provision of setting up of DMZ using UTM / Firewall.. The Cloud Service provider shall integrate the MPLS VPN and ILL networking / routing at the Primary / DR Data centre so that same LAN at end user may be utilized for the access of MPLS VPN and ILL

4.5.5 The Successful bidder needs to highlight sizing of the requirement to host the proposed IITS on the cloud in Technical Solution. The Successful bidder shall refer to Annexure 2 to understand the minimum requirement for cloud DC & DR. Following information shall be required: -

- Required number of vCPUs with speed year wise
- Requirement of memory (Primary& Secondary)
- Operating Systems
- Database
- Firewall Ports to setup DMZ to provide access to CRM,IREL website
- MPLS bandwidth
- 20 Mbps Internet Leased Line bandwidth
- VPN connectivity

4.5.6 Scope of work for infrastructure provisioning at on cloud data center includes the following:

4.5.6.1 Installation and commissioning of Servers as per solution requirement

4.5.6.2 Installation and provisioning of Storage and backup as per solution requirement

4.5.6.3 Installation and commissioning of Network and Security equipment for providing secured network environment

4.5.6.4 All the VM, OS, DB, Middleware, application, etc. version should be identical at DC and DR

4.5.7 The CSP should have capability to provision Virtual machine in separate zones as per design



4.5.8 **Backup and Archival:** The successful bidder should evolve a backup and archival strategy for Regular backups of data, tape transfers, handling service requests on backup and restoration, Generation of monthly report on the backup/restoration performance, etc. Image level backup will be performed for application server and DB server database backup need to be performed.

- i) Backup should perform Weekly, Daily incremental and Monthly retention.
- ii) Yearly data archival till project closer. Post closer data need to be handover to customer within 45 days.

4.5.9 **Information Security:** The Successful bidder shall be responsible for implementing measures to ensure the overall security of the solution and confidentiality of the data in compliance with the Cert-IN and GoI guidelines and standards issued time to time for application security. The Successful bidder shall monitor events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. Key Activities would include:

- i) The Successful bidder shall co-operate with the appointed representatives of IREL in case of security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities. A summary of all security incidents shall be made available to IREL on a weekly basis. Significant security incidents will be reported on a more immediate basis
- ii) The Successful bidder shall produce and maintain system audit logs on the system for a period agreed by the Successful bidder and IREL at which point they will be archived and stored at off-site or as desired by IREL. The Successful bidder will regularly review the audit logs for relevant security exceptions

#### 4.5.10 Cyber Security Components

The various activities under this head include:

- i) Firewall with IPS and VPN feature
- ii) DDoS Protection
- iii) Web application Firewall
- iv) HIPS
- v) Anti - APT
- vi) Antivirus for Host
- vii) SIEM to event monitoring.
- viii) VAPT twice in a year for identified application or web servers

#### 4.5.11 Overall cloud requirements:

4.5.11.1 Offer Public cloud should be multi-tenant nature as per MeitY Guideline.

4.5.11.2 The cloud services should provide scalable, redundant and high availability.

4.5.11.3 Perform an Image backup of Customer VM Image information or support the ability to take an existing running instance or a copy of an instance and import / export the instance into a MeitY approved image format

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- 4.5.11.4 Configuration and Management of the Virtual Machine shall be enabled via a web browser over the SSL VPN clients only as against the public internet
- 4.5.11.5 Monitor VM up/down status and resource utilization such as RAM, CPU, Disk, IOPS and network
- 4.5.11.6 The purchaser retains ownership of loaded business solutions / bespoke software installed on the VMs
- 4.5.11.7 Support a secure administration interface - such as SSL/TLS or SSH - for the purchasing organization's designated personnel to remotely administer their virtual instance
- 4.5.11.8 Provide the capability to dynamically allocate virtual machines based on load, with no service interruption
- 4.5.11.9 Provide the capability to copy or clone virtual machines for archiving, troubleshooting, and testing
- 4.5.11.10 Capability to provision Virtual machine in separate zones as per design
- 4.5.11.11 The CSP should provide tools and mechanism to the purchaser or its appointed agency for defining their backup requirements & policy.
- 4.5.11.12 The CSP should provide tools and mechanism to the purchaser or its appointed agency for configuring, scheduling, performing and managing back-ups and restore activities (when required) of all the data including but not limited to files, folders, images, system state, databases and enterprise applications in an encrypted manner as per the defined policy
- 4.5.11.13 Transfer data back in-house either on demand or in case of contract or order termination for any reason
- 4.5.11.14 CSP shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the purchaser
- 4.5.11.15 Provide capability to perform live migrations (ability to move running VM's) from one host to another
- 4.5.11.16 CSP should offer role-based access control
- 4.5.11.17 Cloud service should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on
- 4.5.11.18 Operating System licenses should be pay per usage (monthly) model
- 4.5.11.19 Provide facility to configure virtual machine of required CPU, RAM and Disk
- 4.5.11.20 CSP to design the solution for different types of disk like SAS, SSD, etc. based on the application performance / SLA requirements considering the volume growth
- 4.5.11.21 CSP is responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data center of the purchasing organization and meet the RPO and RTO requirements. The CSP should offer dashboard to monitor RPO and RTO of cloud infrastructure and systems.

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- 4.5.11.22 Data should be 100% replicate at DR site and for the required resources will be provisioned by CSP including Storage.
- 4.5.11.23 The Bidder (in consultation with CSP) shall clearly define the procedure for announcing DR based on the proposed DR solution. The Bidder / CSP shall also clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migrating to DR. The Bidder / CSP shall plan all the activities to be carried out during the Disaster Recovery Drill and issue a notice to the purchaser at least two weeks before such drill
- 4.5.11.24 Any lag and/or loss in data replication should be reflected in terms of the business requirements in terms of the defined RTO and RPO impact.
- 4.5.11.25 Support replication of data between primary and DR cloud environment

### 4.5.12 Cloud operational requirements:

- 4.5.12.1 Manage the network, storage, server and database, to include performance to meet the SLAs
  - 4.5.12.2 Provide a secure remote access which allows the purchaser's designated personnel (privileged users) the ability to perform duties on the hosted infrastructure
  - 4.5.12.3 Provide the artifacts, security policies and procedures demonstrating its compliance with the Security Assessment and Authorization requirements as described in Security Requirements as per the MeitY guideline
  - 4.5.12.4 Monitor availability of the servers, CSP -supplied operating system & system software, and CSP's network
  - 4.5.12.5 CSP should manage CSP provisioned infrastructure including VMs as per the ITIL or equivalent industry standards.
  - 4.5.12.6 Comply with technology refresh requirements as mandated by CERT-IN and MeitY
- 4.5.13 Following SLAs shall be adhered to while hosting the application on cloud: -

SL Category	KPIs	Requirement
	Service Availability	99.9%
Performance	Response time – <ul style="list-style-type: none"> <li>• Average page opening/ loading time - 7 seconds</li> <li>• Average response time for retrieval of information from server – 7 seconds</li> <li>• Business Transaction Response Time involving uploading/downloading of documents - 30 seconds (Considering average 5 scanned documents of 0.5 Mb)</li> </ul>	95%
	Storage capacity	95%
Reliability	Service Reliability	95%
Scalability	Service Scalability	Yes

#### 4.5.14 Cloud management reporting requirements:

- 4.5.14.1 Provide service level management reports (as per the service levels agreed in the Service Level Agreement between the purchaser and the CSP)
- 4.5.14.2 Description of major outages (including description of root-cause and fix) resulting in greater than 1-hour of unscheduled downtime within a month
- 4.5.14.3 Helpdesk tickets reports submitted
- 4.5.14.4 Monthly and quarterly utilization reports (peak and average volumetric details)
- 4.5.14.5 CSP should provide a portal for the purchaser (administration role) which should provide data related to:
  - i) Utilization reports (with threshold limits defined by the user)
  - ii) SLA report
  - iii) Cloud service usage
  - iv) Helpdesk and tickets
  - v) User profile management
  - vi) The Bidder should set the baseline threshold limits for cloud infra utilization

4.5.15 In the event of cloud infra utilization breaching the baseline threshold limits, the CSP is required to notify the purchaser and Bidder with adequate justifications for increasing baseline capacity.

#### 4.6 Phase 6 (Website and IITS Application Audit)

- 4.6.1 Successful bidder shall appoint a third-party auditor who shall be responsible for performing the Performance and Security Audit (STQC and CERT-IN) of the IITS Platform. The Successful bidder needs to ensure that the IITS Platform is in compliance with the Security Policy and Guidelines released by Gol.
- 4.6.2 The cost of audit and rectification of non-compliances by the Successful bidder shall be borne by the Successful bidder. The audit shall be performed at least on the below mentioned aspects: -
  - a) Functional Testing
  - b) Accessibility Testing
  - c) Performance Testing
  - d) Application Security Audit
  - e) Penetration Testing
  - f) Vulnerability Testing
  - g) Database Server Controls
- 4.6.3 The illustrative deliverables for this activity are mentioned below:
  - First Round Audit Report (by Auditor)
  - Rectified solution and submission of next round of audit (by Selected Agency)
  - Next Round Audit Report (by Auditor)
  - If required, Rectified solution and submission of next round of audit (by Selected Agency)

- Compliance Confirmation by the Auditor (by the Auditor)

#### **4.7 Phase 7 (Training/ Change Management& Manage Go-live)**

4.7.1 A critical factor for the success of the IITS is the need to build capability within the employees and the officials by training and enabling them to use and seek benefit of the Application. In view of the above capacity building and training hold importance and prominence for the IITS.

4.7.2 For this purpose, the Successful bidder shall conduct the following:

- a) Readiness Assessment for Implementation of IITS.
- b) Conduct Workshops for all personnel at HO and Units to increase their awareness towards the proposed solution and highlight type of changes that will affect their operations.
- c) First workshop shall be conducted once the design of IITS is complete and Second workshop shall be conducted at the time of implementation.
- d) The workshop shall cover overview of the designed solution, detailed process flow along with various control validations and process logics. The process flow shall be demonstrated using sample live cases.
- e) Also, Successful bidder shall prepare and deliver a comprehensive Power Point presentation on Change Management for Internal and External Stakeholders.
- f) The objective of these trainings will be to:
  - ✓ Ensure that the IREL officials are able to adopt the IITS.
  - ✓ Develop user confidence in the IITS
  - ✓ Reduce the transition time
  - ✓ Ensure successful implementation

4.7.3 Provide user training and system administrator training to the identified personnel

- i) Training Program for Core User Group (to be nominated by IREL)
- ii) Training Programs for IREL users (to be nominated by IREL)
  - ✓ Functional user's training (HO & Units) for basic operation of the system (for ~ 50 Users)
  - ✓ Personalization / configuration training for the offered package (for ~ 5 Users)
  - ✓ Customization / development training for the offered package (for ~ 5 Users)

#### **4.8 Phase 8 (Supply of relevant Software Design code, User documents, Application documents, Software Licenses etc)**

The Successful bidder shall handover software with entire source code of the IITS developed for IREL with documentation, original software with licenses, documentation and other relevant details to IREL before Go-Live of the system so that in case of any eventualities in future, IREL

can deploy another agency for the AMC/ changes to the IITS etc. The successful bidder should give an undertaking to the above effect at the time of requesting the final payment for Go-live.

The successful bidder should also develop and submit user documents, application documents etc which will enable IREL to provide necessary training to new users as the case may be. The above documents should be a step to step guide on how to use various functions/ system of the developed IITS.

#### **4.9 Phase 9 (Support/ handholding, Maintenance & Warranty)**

4.9.1 The Successful bidder shall be required to provide Maintenance support as per the SLA signed between IREL and the selected agency during the following periods:

- 1 year warranty after Go-Live
- 3 years AMC after the expiry of Warranty period (further extendable by 2 more years based on mutual agreement)

4.9.2 The successful bidder shall depute one qualified resident engineer across each of the operating units of IREL (total 5 nos.) including one at Corporate Office towards hand holding for a period of three months after declaration of go-live of the IITS.

4.9.3 During the warranty period, it will ensured that the overall solution supplied shall have no defect arising from the design, materials or workmanship or any act or any omission.

4.9.4 The Successful bidder shall provide system support services for contract duration which would include maintenance for overall system stabilization, solution maintenance, system administration, security administration, database administration, backup maintenance and end-user problem resolution. The operational support will have to be provided, through a suitable Helpdesk system, to ensure that the solution is functioning as intended and that all problem associated with operation are resolved to the satisfaction of stakeholders.

4.9.5 The Successful bidder shall be responsible for the maintenance of the IITS which includes application solution management, Application Security management and backups etc. Following includes, but not limited to, the various activities to be performed by the Successful bidder during the maintenance of the solution.

4.9.6 During the warranty period, the Successful bidder shall be completely responsible for defect free functionality of the application software and shall resolve any solution related issues including bug fixing etc.

4.9.7 Successful bidder shall provide the latest updates, patches/ fixes, version upgrades relevant for the IITS Platform including the patches required to meet statutory compliance / Govt guidelines at no extra cost to IREL

4.9.8 Successful bidder shall be responsible for software version management, software documentation management reflecting current features and functionality of the solution

4.9.9 **System Management Support:** This includes the design of an appropriate System Administration policy with precise definition of duties and adequate segregation of responsibilities and obtaining the approval for the same from IREL. System Administration includes the following activities:

- a) Performance tuning of the application/system as may be needed to comply with SLA requirements on a continuous basis.

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- b) System administration tasks such as creating and managing users etc.
- c) Data storage management activities including backup, restore and archival etc.
- d) Attend to user request for assistance related to usage and management of the IITS

4.9.10 IITS (Web Application and Web Portal) shall be available 24\*7 after their respective go-live(s) except stipulated downtime.

4.9.11 **Hours of Operation (Help Desk):** 8.30 AM to 7.30 PM as per working days of IREL. The problems encountered during the usage of the IITS would be reported at the Helpdesk established by the Successful bidder as designated by IREL. This would enable the Helpdesk staff to log complaints and take action as per the severity of the reported problem.

4.9.12 **Monitoring & Evaluation:** The Successful bidder shall provide and make use of following system for monitoring and evaluation-

SNo.	Service Levels	Monitoring System
1	Down Time of IITS	Through EMS application provided by Bidder Integrator
2	Non-Availability of Manpower	Attendance Register at each project location
3	Delay in performing software support like upload content/ defect fixing/ minor change request	Through a web base/ phone line call available at The helpdesk

### 4.10 Phase 10 (Facility Management.)

Facility Management is required during warranty and AMC periods to manage the IITS. For this purpose two qualified resident engineers, well versed with the operations of such IITS will be required to support the systems such as preventive maintenance, system administration, database administration, web server administration, log analysis, improvement of the supplied / developed IITS systems, up gradation of patches to operating systems / RDBMS / IITS etc.

### 4.11 Phase 11 (Exit Management)

Near to the completion of the project/expiry of the contract the Successful bidder needs to plan for an exhaustive Knowledge Transfer exercise which shall ensure that on expiry of the engagement, IREL or its designated agency is able to operate IITS Platform and provide services to different Units. During the exit management process following key activities (indicative list of activities) shall be required to be performed by the Successful bidder

4.11.1 **Transfer of Assets:** The Successful bidder ensure transfer of Assets to IREL before three months from the date of expiry of contract/termination of contract.

4.11.2 **Co-operation and Provision of Information:** During the exit management period Successful bidder shall allow IREL access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered.

4.11.3 **Confidential Information, Security and Data:** The Successful bidder will promptly on the commencement of the exit management period, supply to the IREL or its nominated agencies the following:

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- 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 project; all current and updated components
- Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Selected Agency in a readily available format.
- At any time during the exit management period, the Selected Agency will be obliged to provide an access of information to IREL and / or any Replacing Agency in order to make an inventory of the Assets (including hardware (if any)/ Software / Active / Passive) layouts, diagrams, schematics, documentations, manuals, catalogue, archive data, IP addressing, Live data, policy documents or any other material related to the Project.

4.11.4 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the IREL and its nominated agencies, or its Replacing Agency to carry out due diligence in order to transition the provision of the Services to IREL or its nominated agencies, or its Replacing Agency (as the case may be)

4.11.5 **Exit Management Plan:** Successful bidder shall provide IREL with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management as a whole and in relation to the Project Implementation, the Operation and Management and Scope of work definition

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Selected Agency 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;
- ii. 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 IITS Platform operations as a result of undertaking the transfer
- iii. Plans for provision of contingent support to IITS Platform and Replacement Agency for a reasonable period (minimum one month) after transfer
- iv. Successful bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date
- v. The Exit Management Plan presented by the Successful bidder shall be approved by IREL or its nominated agencies
- vi. The terms of payment as stated in the Payment Schedule include the costs of the Successful bidder complying with its obligations under this Schedule
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan
- viii. During the exit management period, the Successful bidder shall use its best efforts to deliver the services
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule
- x. This Exit Management plan shall be furnished in writing to IREL or its nominated agencies within 15 days from the receipt of notice of termination or three months prior to the expiry this Agreement



The Successful bidder needs to ensure that the strategic control of entire solution including the IITS software with necessary source code, documentation and license is transferred to IREL or its nominated agency

## 5.0 Change Request

- 5.1 IREL reserves the right to modify (add / delete) the scope of work or amend / delete / add any of the terms and conditions in relation to the scope of work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.
- 5.2 Change Request shall refer to additions requested by IREL in the application software after the Go-Live of the IITS. Request for Change – would refer to changes requested in the application software which fall beyond the scope of the present Contract Agreement and which the Bidder is to undertake at an additional cost acceptable to IREL. The procedure to be followed for making a Change Request shall be as under:
- (i) IREL shall formally request for any such changes to be made in the application in a Change Request Form.
  - (ii) The Successful bidder will evaluate the Request for Change and within 10 working days shall submit the change request document including the costing based on the man-month computation his understanding of the work to be done as part of Request for Change. He will also render a Plan of Action for the purpose along with plan schedules.
  - (iii) The IREL will evaluate the response of the Bidder and accordingly will accept / negotiate / reject the proposal of the Bidder within 10 working days.
  - (iv) On acceptance (by the IREL) of the man-hours and cost estimate of the Request for Change, the IREL will formally communicate the change request order to the Successful bidder. Accordingly, the warranty will commence from the date of software acceptance by IREL.
  - (v) The Bidder will keep an appropriate record of all documents related to Request for Change.

## 6.0 Project Duration

- 6.1 The project completion time i.e., designing. Development, coding / customization, installation, commissioning and training of IITS system in IREL is 52 weeks from the date of issue of work order.
- 6.2 The Bidder shall propose the project plan to be implemented in phases in terms of functions and locations. IREL suggests the indicative timelines as mentioned below for the execution of this project ('D' is the date of award of contract):

S. No.	Milestones Description	Indicative Period
1.	Submission of Project Plans /schedules. Deputation of Resource Pool.	D + 2 weeks
2.	Phase 1: Requirement gathering	

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	<p>Conduct Study of Present Process/systems,</p> <p>Submission of Requirement Analysis Document with Gap Analysis Report,</p> <p>Submission of final FRS/ SRS</p>	D + 8 weeks
3.	<p>Phase 2:</p> <p>Solution design and solution architecture</p>	D + 12 weeks
4.	<p>Phase 3 (Part), Phase 4:</p> <p>Software development/ customization, data digitization &amp; migration</p>	D + 24 weeks
5.	<p>Phase 3 (Part), Phase 7 (Part):</p> <p>Testing the Application Software                      Demonstration of Prototype                      Training &amp; Change Management</p> <p>By the end of the above period, the successful bidder shall ensure readiness of facilities at the end of the Cloud Provider such as readiness at the Cloud Service Provider primary and DR Data Centre, commissioning of MPLS VPN link, Dialup VPN link, Installation and configuration of Servers, Operating systems, database etc.</p>	D + 40 weeks
6.	<p>Phase 5, Phase 6:</p> <p>Hosting on Cloud platform</p> <p>Website and Application Audit</p>	D + 48 weeks
7.	<p>Phase 7, Phase 8</p> <p>Manage Go Live</p> <p>Supply of relevant software codes, user documents, application documents, software licenses etc.</p>	D + 52 weeks

Note:

1. It is expected that Successful bidder shall plan its activities in such a way that as many tasks from the above list as possible shall be performed in parallel tracks to the extent possible.
2. The Successful bidder shall clearly indicate these activities and a roadmap / phases to execute these in a detailed work plan / project plan while submitting their technical proposals.
3. Successful bidder shall also clearly indicate all the dependencies between any tasks /

activities, if any as identified by them, in the above work plan.

4. The above time schedule is indicative. The bidder should submit a schedule so as to ensure that implementation of IITS is completed within 52 weeks of issue of work order. However, the same shall be subject to the approval of IREL

## 7.0 Prices

Unless otherwise agreed to specifically in order, the price payable by IREL to the Successful bidder under the order shall remain firm throughout the period of contract and shall not be subject to any escalation. The Bidder shall include in his tender all items of as stated in the RFP. The prices shall be itemized in accordance with the Price Schedule attached in Price bid and the Bidder shall quote for all items as per Price bid format which will only be considered for opening the price bid.

All prices in the tender shall be inclusive of accommodation, travel, etc; GST and any other applicable taxes, duties and all other statutory levies applicable. The Contractor is responsible and liable for remitting all statutory dues (GST, EPF,ESI as applicable) collected / included in the Price schedule of the contract to the statutory authorities without fail. IREL is not responsible for remittance of such tax collections.

## 8.0 Payment milestones:

The total offered price would be paid under three heads which are as given below:

- i) Development charges
- ii) Facility management including support & maintenance
- iii) Cloud services

The break-up of payment towards development charges (Table-2 of the price bid structure) are as mentioned below:

S. No.	Milestones Description	Payment details
1.	Phase 1: Requirement gathering Conduct Study of Present Process/systems, Submission of Requirement Analysis Documentwith Gap Analysis Report, Submission of final FRS/ SRS	10% of the total price offered in Table 2
2.	Phase 2:	10% of the total price offered in Table 2

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	Solution design and solution architecture	
3.	Phase 3 (Part), Phase 4: Software development/ customization, Data digitization & migration	20% of the total price offered in Table 2
4.	Phase 3 (Part), Phase 7 (Part):  Testing the Application Software Demonstration of Prototype Training & Change Management  By the end of the above period, the successful bidder shall ensure readiness of facilities at the end of the Cloud Provider such as commissioning of MPLS VPN link, Dialup VPN link, 20 Mbps ILL links, Installation and configuration of Servers, Operating systems, database etc.	10% of the total price offered in Table 2
5.	Phase 5, Phase 6:  Hosting on Cloud platform  Website and Application Audit	10% of the total price offered in Table 2
6.	Phase 7, Phase 8  Manage Go Live  Supply of relevant software codes, user documents, application documents, software licenses etc.	20% of the total price offered in Table 2
7.	Handholding support for three months	10% of the total price offered in Table 2
8.	Payment during warranty period	10% of the total price offered in Table 2 in four equated quarterly installments.

- 8.1 Total price offered under Table 3 (facility management including support & maintenance) would be paid in equated quarterly installments after completion of the warranty period based on the quoted amount for the particular year.
- 8.2 Total price offered under Table 4 (Cloud Services including MPLS, VPN link, Dialup VPN link, ILL etc.) would be paid in equated quarterly installments after declaration of Go live based on the quoted amount for the particular year. The date of Go-live is to be certified by IREL.
- 8.3 Payment towards Change Request would be payable after each change is completed based on certification of the EIC.

## **9.0 Bid Opening and Evaluation Process**

9.1 The bids will be opened, in two sessions, one each for Technical and Commercial, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.

9.2 During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The IREL may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

9.3 Evaluation of Pre-Qualification Bid

9.3.1 The Prequalification bids of only those bidders, whose Bid Processing Fees, Bid Security/ EMD is in order, shall be opened. The bidders will be assessed on the prequalification criteria defined in this volume of the RFP.

9.3.2 Bidders need to fulfill all the pre-qualification conditions mentioned in this volume of the RFP.

## **9.4 Evaluation of Technical Bids**

The evaluation of Technical bids will be carried out in the following manner:

9.4.1 The Technical Bids of only the pre-qualified bidders will be further evaluated.

9.4.2 The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations, completion certificates, client contact information for verification, profiles of project resources etc) as required for technical evaluation.

9.4.3 Proposal Presentations: IRE shall invite each bidder to make a presentation at a date, time and venue decided by IREL. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals.

9.4.4 The committee may seek clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

9.4.5 Based on the evaluation parameters brought out in the RFP, technical score (ST) would be awarded to the bidders.

9.4.6 Any counter conditions to the RFP will make the bidder liable for rejection.

## **9.5 Evaluation of Financial Bids**

9.5.1 The successful bidder will be selected based on Quality-Cost-Based-Selection (QCBS) in the ratio of 70% (Technical) and 30% (Financial).

9.5.2 In the second stage, the financial evaluation will be carried out. IREL will determine whether the Price bids are complete, unqualified and unconditional. The cost indicated in the price bid structure shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Successful bidder to be compensated and the liability to fulfill its obligations as per the scope of work within the total quoted price shall be that of the Successful bidder.

9.5.3 The grand total indicated in Table-1 of the Price Bid Structure will be taken as the Offered Price of Financial Proposal (F)

9.5.4 The lowest Offered Price (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

## 9.6 COMBINED & FINAL EVALUATION

9.6.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, Tw and Fw are weights assigned to Technical and Financial Proposal, which shall be 0.7 (Tw) and 0.3 (Fw) respectively.

9.6.2 The Successful bidder shall be the bidder having the **highest evaluated combined score.** The decision in this regard by IREL would be final and no clarifications /submissions shall be entertained.

## 10.0 Notification of Award

- i) Prior to the expiration of the period of bid validity, the IREL will notify the successful bidder by e-mail/ in writing, by registered letter that its bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the Bidder furnishing of security deposit, IREL will promptly notify other bidders and discharge their bid security/ EMD.

## 11.0 Liquidated Damages

Time of completion is one of the important aspects of the contract. Liquidated Damages (LD) shall be levied for delays attributable to the Bidder for delays in execution of orders. For delays attributable to the Bidder, liquidated damages for such delay shall be levied at the rate of @ 0.5% per week or part thereof on the total value of the contract as mentioned in the Price bid schedule, based on the stage of activity subject to a maximum of 5% of the total value of the contract.

For e.g., LD imposition during the development stage would be on the total value mentioned in Table-2, that towards facility management including support and maintenance would be on the total price as mentioned in Table 3 and so on.

The liquidated damage will be recovered from any outstanding bills or amount due *to the* Bidder.

## 12.0 Penalties:

## Implementation of Integrated IT System on open source platform

The SLA/ WO is to enforce a contract between the successful bidder and Purchaser. The SLA/ WO would come into effect during the support & Maintenance period of Integrated IT solution after Go-live of IITS system. The successful bidder has to comply with SLAs to ensure adherence to project timelines, quality and availability of services.

### 12.1 Penalty for the IITS system

The Bidder will be required to:

12.1.1 Attend to any complaint within 1 Business hours.

12.1.2 Rectify the complaint within 2 business hours. Please note that any complaints related to the server need to be rectified within 6 hours.

12.2 During the entire period of the warranty & AMC, any complaint not closed within the stipulated resolution time and as determined by the IREL to be within the purview of services will be treated as a violation. All violations will affect payment of support cost to the successful bidder as follows:

12.2.1 1 - 2 Violations: One Day's support cost for each violation will be deducted before making next payment by IREL.

12.2.2 3 – 5 Violations: One Week's support cost will be deducted before making next payment by IREL

12.2.3 More than 5 Violations: The contract will be reviewed by IREL which may include termination of the contract

12.3 If the Successful bidder fails to deliver the required services due to reasons attributable to him like non-functioning of the software, non-accessibility of the web-portal/ application, non-availability/attrition of the technical personnel/ operational manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

Sr.No	Measurement Parameter	Downtime in a Quarter	Penalty
1	Number of hours the IITS solution (WebApplicationorWebPortal)isnon-functional/non-available/non-responsive in each case of outage	0-2 business hours	No Penalty
2		2-4 business hours	0.5%of applicablequarterlyPaymentforSupport andMaintenanceofIITSsolutionas quoted in Financial Bid
3		4-8 Business hours	1%of applicable quarterly Payment for Support and Maintenance of IITS solution as quoted in Financial Bid

## Implementation of Integrated IT System on open source platform

4		8-24 Business hours	2%of applicable quarterly Payment for Support and Maintenance of IITS solution as quoted in Financial Bid
5		24-48 hours	3%of applicable quarterly Payment for Support and Maintenance of IITS solution as quoted in Financial Bid
6		>48 hours	5%of applicable quarterly Payment for Support and Maintenance of IITS solution as quoted in Financial Bid
In case the non-availability of Software solution (Web Application or Web Portal or Combination of all three) in any quarter is greater than 48 business hours, it may be treated as breach of Service Level Standards, which may lead to termination on default.			

- 12.4 Penalty for non-timely performing software support service like Update Content Management on IITS Software solution (Web Application, and Web Portal) /Defect fixing/ Change Request (Application Software) during the support period:

Sr.No	Time	Penalty
1	Up to 3 business Days	No Penalty
2	>3 Day	Rs.500per incident per day

- 12.5 **Dependencies:** The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the Successful bidder or due to reasons attributable to IREL or third parties, the Successful bidder would not be penalized. For example, if uptime of a particular equipment/ application is desired and this is due to non-availability of power (which is out of scope of work of the Successful bidder), then the time period during which a service was unavailable due to non-availability of power would be removed while calculating the uptime.

- 12.6 **Penalty for Non-Availability of deployed Personnel/ Resources/**

**Manpower:** A Maximum of 12 leaves per year (3 per quarter on prorated basis) shall be allowed for resource deployed. In case resource needs to take off/leave from the duty, he has to take due approval from the Purchaser/ Bidder. In case total number of leaves exceed the maximum allowed leaves, payment shall not be made for the period of unavailability and additional penalty of INR 500 per day of absence shall be levied.

- 12.7 **Total Penalties and Liabilities**

The total Penalty which may be placed on the selected bidder cannot exceed 10% of the total contract value. The aggregate liability of the bidder cannot exceed the total contract value.

- 13.0 **Risk & Title**

All title, risk and ownership of the assets is to be transferred to IREL or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is



earlier. All expenses occurred during transfer of title-ship of assets shall be borne by the selected bidder/ authorized partner

#### **14.0 Data Protection**

- a. In the course of providing the Services the Successful bidder may be compiling, processing and storing proprietary Data relating to the users.
- b. The Successful bidder and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Data.
- c. As a processor of Data, the Successful bidder will process Data in accordance with the terms of this Agreement or the SLA.
- d. The Successful bidder shall not transfer any Data unless otherwise authorized by the IREL in this regard.
- e. Upon reasonable written request from a Party to the SLA, the other Party to the SLA will provide the requesting Party with such information that it has regarding the Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

#### **15.0 Copyright/ Intellectual Property Rights (IPR)**

The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the Purchaser that has been developed/ customized by the Selected. Bidder for the project herein shall remain vested in the Purchaser.

#### **16.0 Resource Pool:**

- 16.1 The successful bidder is free to decide the number of Resources it will be deploying on the project for successful and timely implementation of the project.
- 16.2 However, the Successful Bidder shall ensure that the Executives under Team Profile, for which qualification has been claimed, should be part of the Resource Pool deployed for implementation of the IITS.
- 16.3 The other members of the Resource Pool need to be approved by IREL, for which the successful bidder shall submit the CVs as per Format 6 with self-attested copies of educational certificates. The minimum qualification shall be BE/ B.Tech/ MCA with minimum Five years post qualification experience.
- 16.4 No members of the Resource Pool shall be changed by the Successful Bidder. However, if the same is necessary on account of health issues/ employee resigning, the Successful bidder shall replace the Executive with one having similar experience only after due approval of IREL.

## Implementation of Integrated IT System on open source platform

### CHECK LIST:

S.No	Details	Submitted (Yes/ No)
1	Bid Processing Fee	
2	EMD	
3	Understanding of the clause (2.0) on export license /export permission and end use certificate:	
4	Signed copy of the RFP as token of acceptance of all the terms.	
5	Certificate of Incorporation/Registration	
6	Certificate of Incorporation/Registration-Consortium partner, if applicable	
7	Audited financial statement for last 3 years ending 31.03.2017	
8	Audited financial statement for last 3 years ending 31.03.2017-consortium partner, if applicable	
9	Copy of CMMi certificate	
10	Copy of CMMi certificate-Consortium partner, if applicable	
11	Relevant extracts of Audited Financial Statement	
12	Relevant extracts of Audited Financial Statement-Consortium partner, if applicable	
13	Project Citation as per Format 4 supported with Work Order and Proof of Go-live/ Project Completion Certificates/ Ongoing Project (at least go-Live has been achieved) along with Satisfactory Certificate from client towards compliance of <b>PQ-6</b>	
14	Project Citation as per Format 4 supported with Work Order and Proof of Go-live/ Project Completion Certificates/ Ongoing Project (at least go-Live has been achieved) along with Satisfactory Certificate from client towards compliance of <b>PQ-7</b>	
15	Project Citation as per Format 4 supported with Work Order and Proof of Go-live/ Project Completion Certificates/ Ongoing Project (at least go-Live has been achieved) along with Satisfactory Certificate from client towards compliance of <b>PQ-8</b>	
16	Work Order highlighting cloud hosting services along with satisfactory completion certificate issued from client along with proof of hosting on a cloud platform	
17	A self-certificate letter as per Format 12	
18	Certificate for number of technically qualified professionals employed by the company duly certified by the authorized signatory towards compliance of <b>PQ-11</b>	
19	Copies of GSTIN, PAN	
20	Documents towards compliance of technical evaluation criteria on points 1.1-1.4	
21	Write up on solution proposed – point 2 of technical evaluation criteria	
22	CV provided as per <b>Format 6</b> with self-attested copies of educational certificates Project Manager Domain Specialist-Finance Domain Specialist-Marketing: Domain Specialist-HRM: Technical Solution Architect: Training and Change Expert	
23	Power of Attorney in favour of the authorized signatory	
24	Un-Priced copy of the price bid	
25	Submission on Format 1, 2, 3, 5,	

**Price Bid Structure**

**(Please submit an un-priced price bid along with the technical bid as a token that the Financial Proposal is strictly in line with the Price Bid Structure indicated herein)**

To,

**M/s Indian Rare Earths Limited  
1207 VS Marg, Prabhadevi  
Mumbai - 400 028**

Sir,

**Reference:** Tender No : IRE/CO/PT/Integrated IT System/46/2018 dated 20.02.2018.

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of Selection of Agency for Integrated IT Solution, IREL, do hereby propose to provide Services as specified in the bidding documents.

1. Price and Validity

1.1 All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this bid are valid for a period of 90 calendar days from the date of opening of the Price bids and will be firm during the entire duration of the contract including AMC period of 3 years.

1.2 We are an Entity registered in India and do hereby confirm that our bid prices include all expenses and taxes including income tax and professional tax

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 is altered under the law, we shall pay the same.

2. Bid Price

We declare that our bid prices are for the entire scope of the work as mentioned in the Requirements specified in the bid documents. Prices have been filled up in Tables 1-5 as stipulated in the RFP.

3. Security Deposit

We hereby declare that in case the contract is awarded to us, we shall submit the security deposit/ Performance Guarantee as prescribed in the RFP.

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

5. We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

6. We confirm that no Technical deviations are attached here with this commercial offer.

I/We agree that this offer will be subject to the Terms & Conditions mentioned in the RFP.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**Table-1: Total Contract Price:**

Sl. No	Description	Price
1	Development Charges	2A
2	Facility Management including support & maintenance	3A
3	Cloud Services	4A
4	Change Request	5A*100
5	Grand Total (in figures)	
6	Grand Total (in words)	

**NB:**

1. The grand total price mentioned in Row 5 of Table 1 will be taken for the purpose of ascertaining the financial offer.
2. The prices mentioned above against each head should match with the breakup of total offered price as mentioned in Tables 2-5.
3. Payment would be released as per the payment terms mentioned in the SCOC.
4. Towards Change Request, 100 man-hours will be considered for the purpose of evaluation only. However, actual man-hours will depend on the quantum of work involved and will be finalized between IREL and the successful bidder as and when such need arises.
5. The tendered rates and amount shall be written in English both in figures and words in the appropriate rows/ columns. In case of any discrepancy between rates and amounts, only rate will govern. In case of discrepancy between figures and words, only words will govern. All alterations and corrections shall be date-initialed by the tenderer. No erasures or overwriting are permissible. The tenderer in his own interest should ensure arithmetical accuracy in all calculations/ price bid.

Name :

Designation :

Seal :

Date :

Place :

Business Address:

**Table-2: Development Charges**

Sr. No	Description	Lumpsum Development charges
		Total Price (Rs.)
1.	Requirement gathering	Lump sum price to be quoted
2	Solution design and solution architecture	
3	Software development, customization and testing	
4	Digitization and migration	
5	Hoisting on cloud platform (Primary and DR data center) excluding yearly cloud service charges given in Table -4	
6	IITS application audit	
7	Training & manage go-live	
8	Hand holding Support for three months	
9	Total	
10	GST	
11	Grand Total (in figures)	<b>2A</b>
12	Grand Total (in words)	

Name :

Designation :

Seal :

Date :

Place :

Business Address:

**Table 3: Facility Management including support & maintenance**

Sr. No	Description	AMC Period Year 1	AMC Period Year 2	AMC Period Year 3
		(Rs.)	(Rs.)	(Rs.)
1.	Facility Management including support & Maintenance			
2	GST			
3	Grand Total year wise (in figures)			
4	Grand Total year wise (in words)			
5	Grand Total (in figures)	<b>3A</b>		
6	Grand Total (in words)			

Name :

Designation :

Seal :

Date :

Place :

Business Address:

**Table 4: Cloud Services**

(Including MPLS, VPN link, Dialup VPN link, ILL etc.)

Sr. No	Description	Warranty Period	AMC Period Year 1	AMC Period Year 2	AMC Period Year 3
		(Rs.)	(Rs.)	(Rs.)	(Rs.)
1.	Cloud Services				
1(a)	<b>Primary Data centre</b>				
	i. VM's, Servers, Storage, Network, Security Eqpt.				
	ii. MPLS bandwidth				
	iii. Internet Lease line 20 Mbps				
1(b)	<b>DR Data centre</b>				
	i. VM's, Servers, Storage, Network, Security Eqpt.				
	ii. MPLS bandwidth				
	iii. Internet Lease line				
2	GST				
3	Grand Total year wise (in figures)				
4	Grand Total year wise (in words)				
5	Grand Total (in figures)	<b>4A</b>			
6	Grand Total (in words)				

Name :

Designation :

Seal :

Date :

Place :

Business Address:

Table 5: **Change Request**

<b>Sr. No</b>	<b>Description</b>	<b>Man-hour price (Rs.)</b>
1.	Changes in the developed IITS during the warranty period and subsequent stages	
	In words	

Name :

Designation :

Seal :

Date :

Place :

Business Address:



FORMATS

Format 1

Technical Bid Submission Letter

**M/s Indian Rare Earths Limited  
1207 VS Marg, Prabhadevi  
Mumbai - 400 028**

Sir,

**Reference:** Tender No IRE/CO/PT/Integrated IT System/46/2018 dated 20.02.2018.

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of, do hereby propose to provide our services as specified in Tender.

1. Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. This is enclosed in **Section -- to Section -- of our technical bid**. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

2. Bid Security

We have enclosed a bid security in the preformed as per the bid security form in the form of a bank guarantee for a sum of INR ----- (**INR -----**). This bid security is liable to be forfeited in accordance with the provisions of bid documents.

3. Deviations

We declare that all the services shall be performed strictly in accordance with the RFP.

4. Security Deposit/ Performance Bank Guarantee

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 RFP.

5. Validity of this Bid

We agree to abide by this tender response for a period of 210 days from the date of submission of the bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and IREL.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at IREL put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and IREL or its appointed representatives.

Implementation of Integrated IT System on open source platform

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

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

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.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidder)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

**Declaration of Unconditional Acceptance of Terms and Conditions in RFP**

To,

**M/s Indian Rare Earths Limited  
1207 VS Marg, Prabhadevi  
Mumbai - 400 028**

Sir,

**Reference:** Tender No IRE/CO/PT/Integrated IT System/46/2018 dated 20.02.2018.

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] Regarding Selection of Agency for Integrated IT Solution.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**General Information about the Bidder**

<b>Details of the Bidder</b>				
1.	Name of the bidder (company)			
2.	Address of the Bidder			
3.	Status of the Company/ LLP			
4.	Details of Incorporation of the Company		Date:	
			Ref. #	
5.	Details of Commencement of Business		Date:	
			Ref. #	
6.	Valid GST registration no.			
7.	Permanent Account Number (PAN)			
8.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
9.	Telephone No. (with STD Code)			
10.	E-Mail of the contact person:			
11.	Fax No. (with STD Code)			
12.	Website			
13.	Financial Details (as per audited Balance Sheets) (in Cr)			
14.	Year	2014-15	2015-16	2016-17
15.	Net Worth			
16.	Turn Over			
17.	PAT			

**Project Citation Format**

Name of Bidder or partner of a Joint Venture	
Use a separate sheet for each contract	
Name of Project	
Name of client	
Total Project value (INR)	
Project Start Date	
Project End Date	
Cloud Hosting Solution Proof as described in 5.10	
Brief Narrative Description of Project	
Assignments undertaken by the successful bidder that are relevant to current project	
Attached Documents as mentioned in RFP	Work Order, Contract copy describing clearly the scope of work, Completion certificate/ Satisfactory WIP certificate/Go-Live certificate for the projects mentioned are to be attached

## Cloud Computing Size

Name of the Cloud Service Provider :							
	ITEM	No. of VMs DC	vCPU/VM DC	vRAM/VM DC	No. of VMs DR	vCPU/VM DR	vRAM/VM DR
1	Web Server						
2	Database Server						
3	Application Server						
4	Directory Server						
5	Reporting Server						
6	Log Server						
7	Integration Server						
8	Backup and Archival Server						
9	EMS Server						
10	Helpdesk Server						
11	Staging Server						
12	Database Server						
13	SLA Monitoring Server						
14	Server Storage						
15	Firewall as a service						
16	Intrusion Prevention System(IPS) as a service						
17	Load Balancers						

**Format for CVs**

Resume of key personal				
1.	Name			
2.	Proposed Position			
3.	Date of birth			
4.	Years with Firm (if applicable)			
5.	Nationality			
6.	Education			
	Degree (Specialisation)	Institution		Year in which obtained
7.	Other Professional certification or training			
8.	Languages & degree of proficiency			
9.	Countries of work experience			
10.	Employment record (Starting with present position, list in reversed order every employment held for the last ten years and state the start and end dates of each employment) (Clearly distinguish your "employer" as an employee of the firm from a "client" for whom you have worked as a successful bidder or an adviser)			
	Employer	From	To	Position held and Description of duties
11.	Detailed tasks handled (Domestic and International) (Work undertaken that best illustrates capability to handle the work and tasks assigned)			
	Work Area	Tasks Handled	Project Details	Position Assigned
				Start Year & Time spent
12.	I, the undersigned certify that, this bio data correctly describes me, my qualifications, and my experience. I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
	Name & Signature (Personnel)		Name & Signature (Authorised Representative)	
			Date of signing	

The CVs should be signed by the concerned Executive and countersigned by the Authorized Signatory of the Bidder. Any wrong statement described herein may lead to disqualification or dismissal, if engaged.

**Format –7**

Secrecy Agreement to be executed on a Non-Judiciary Stamp paper of Rs.200/- (Rupees Two Hundred only).

**SECRECY AGREEMENT**

**THIS AGREEMENT, made and entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20- - by and between INDIAN RARE EARTHS LTD., a company incorporated under Indian Companies Act having its registered office at Plot No.1207, , Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (hereinafter called “IREL”) on one part and \_\_\_\_\_, a company duly incorporated under \_\_\_\_\_, with its registered office \_\_\_\_\_ (hereinafter called \_\_\_\_\_) includes its successors and permitted assigns, on the other part.**

**WITNESSETH:**

**WHEREAS:**

**WHEREAS,** IREL intends to appoint -----.

**WHEREAS** \_\_\_\_\_ require information relating to the various projects to be undertaken by IREL.

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The term “Confidential Information” means:
  - (1) All details supplied by IREL on technical, commercial and other information and data on the Process.
  - (2) All details supplied by IREL on technical, commercial and other information and data relating to the products.
  
2. Each party hereto shall keep secret and confidential any and all confidential information it receives from any other party or parties hereto under this Agreement and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that:
  - (i) at the time of its disclosure hereunder is in the public domain,
  
  - (ii) after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder (“Receiving party”) (but only after it is published or otherwise becomes part of the public domain),
  
  - (iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or



## Implementation of Integrated IT System on open source platform

- (iv) was received by the Receiving Party after the time of disclosure by a party hereto ("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment shall not be deemed to be within the foregoing exceptions merely because it is embraced by general information or data in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.
4. Upon request of IREL, ----- shall, free of charge, promptly return to IREL all the Confidential information received from IREL hereunder.
5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.
6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.
7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.
9. This Agreement shall be governed by and construed in accordance with Indian laws.
10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first above written. The original shall remain with IREL.

## Implementation of Integrated IT System on open source platform

1. For \_\_\_\_\_

Witness:

(Name)

Designation

2. (Name)

Designation

3. (Name)

Designation

(To be executed on Stamp paper not less than Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. \_\_\_\_\_ Dated \_\_\_\_\_ for the work of \_\_\_\_\_ (herein after referred to as "the said Works") for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), under \_\_\_\_\_ (Corporate Office) of M/s Indian Rare Earths Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL), M/s \_\_\_\_\_ Address \_\_\_\_\_ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (in words) valid for a period of \_\_\_\_\_ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the \_\_\_\_\_ Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL, the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL including the question as to the tenability of the claim of the IREL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL on demand being made as aforesaid.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the IREL under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We \_\_\_\_\_ Bank further agree with the IREL that the IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL or any indulgence by the IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

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We \_\_\_\_\_ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ YEAR

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation,  
Attorneyas per power of Attorney No. \_\_\_\_\_ dt. \_\_\_\_\_)

Bank's Common seal

(To be executed on non-judicial stamp paper of Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)

**Bank Guarantee in Lieu of  
Security Deposit**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ (Corporate Office) of M/s Indian rare Earths Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL), for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.

We undertake to pay to IREL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until \_\_\_\_\_ and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We \_\_\_\_\_ Bank, further agree that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to

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time or to postpone for any time or from time to time any of the powers exercisable by IREL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Successful bidder.

We \_\_\_\_\_ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ YEAR

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation,  
Attorney as per power of Attorney No. \_\_\_\_\_ dt. \_\_\_\_\_)

Bank's Common seal

{To be executed on non-judicial stamp paper of Rs.200/- (Rs. Two Hundred only) or as per the appropriate Stamp Act}.

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ between INDIAN RARE EARTHS LIMITED, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (hereinafter called “IREL”) and \_\_\_\_\_ (hereinafter referred to as successful bidder, which expression shall include its successors and assigns) of the other part, WHEREAS the Contractee is desirous that certain work should be carried out Viz \_\_\_\_\_ as envisaged in the Tender Documents and Contractee has accepted a Tender by the successful bidder for “----- work”

**NOW THIS AGREEMENT WITNESSTH as follows:**

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Special Conditions of Contract (SCOC).
2. The following documents in the descending order of precedence as listed shall be deemed to form and be read and construed as part of this Agreement viz:
  - (i) Work Order (WO) and any other document specifically indicated therein.
  - (ii) Letter of Intent (LOI)
  - (iii) Any other counter terms submitted by successful bidder vide letter no. \_\_\_\_\_ dt. \_\_\_\_\_ to the extent agreed in writing by IREL.
  - (iv) Special Conditions of Contract. (SCOC)
  - (v) Annexures
  - (vi) Drawings (if any)
  - (vii) Schedule of Prices
  - (viii) General Conditions of Contract. (GCOC)
  - (ix) Instruction to Bidder (ITB)
  - (x) Invitation to Tender. (ITT)
3. In consideration of the payments to be made by the contractee to the successful bidder as hereinafter mentioned, the successful bidder hereby covenants with the contractee to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The contractee hereby covenants to pay to the successful bidder in consideration of the execution, completion and maintenance of the works, the contract price at the time and in the manner prescribed by the contract
5. This contract will be deemed to have been entered into at Mumbai, Maharashtra, India and all causes of action in relation to this contract will therefore be deemed to have arisen within the Jurisdiction of Court, in Mumbai, Maharashtra. The contract shall be governed by the Indian Law for the time being in force.

**AS WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_ YEAR

Signed by the said in the presence of

-----  
(Signed at IREL, Corporate Office, Mumbai)

**Contractee**

Signed by the said in the presence of

-----  
(Signed at IREL, Corporate Office, Mumbai)

**Format for Performance Guarantee BG**

**PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ (Corporate Office) of M/s Indian rare Earths Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL), for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_% ( \_\_\_\_\_ percent ) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the completion of the guarantee period.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach by the said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We undertake to pay to IREL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.

We also agree that the amount will be paid by us to the IREL **within three working days** from the date of demand for payment till the actual date of payment made by us.

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We \_\_\_\_\_ Bank, further agree that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the distributions exercisable by IREL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance,



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act or omission on the part of IREL or any indulgence by IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

We \_\_\_\_\_ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 201\_

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation,  
Attorney as per distribution of Attorney No. \_\_\_\_\_ dt. \_\_\_\_\_)

Bank's Common seal

**Undertaking for Non-Blacklisting**

To,

**M/s Indian Rare Earths Limited  
1207 VS Marg, Prabhadevi  
Mumbai - 400 028**

Sir,

**Reference:** Tender No IRE/CO/PT/Integrated IT System/46/2018 dated 20.02.2018.

This is to certify that bidder (in case of consortium by both the bidders) has **never** been blacklisted/debarred by any of the State Governments or Government of India or any of its agencies/PSUs for any reasons whatsoever for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or any legal case regarding blacklisting in last Ten years.

This is to certify that the bidder is neither involved in any major litigation with any Government/State Government/PSU/Government Autonomous bodies etc. that may have an impact of affecting or compromising the delivery of services as required under this RFP nor any Litigation case related to debarment/blacklisting/termination of services due to non-performance/unsatisfactory performance/unethical practices is pending in Courts of India.

Name :

Designation :

Seal :

Date :

Place :

Business Address:

**Processes**

IREL Application Modules-

The portal shall give access to the following back-office modules: -

**1. MARKETING MODULE**

**1.1 TYPE OF PRODUCTS & STATUTORY REQUIREMENTS:**

IREL has 6 major mineral products viz. Ilmenite, Rutile, Zircon, Sillimanite, Garnet and Leucoxene (plus Monazite that is exported in small quantity and is used for producing RE Compounds) as on date which were non-excisable as per IREL's understanding upto 30<sup>th</sup> June 2017 but are now in the ambit of GST. IREL also has products in its suite of products that are were excisable till 30<sup>th</sup> June 2017 viz. Rare Earths, Thorium compounds, Zirconium compounds, etc which now attract GST.

In addition to the above, each of the units has different procedure/rates for payment of GST and Royalty. System should be designed keeping these facts in mind.

**1.2 SUPPLY CHAIN:**

At present, IREL supplies all the products directly to the customers without any intermediary. In case of other value added products that IREL proposes to produce, provision for intermediary may be required. One such product-TSP from OSCOM unit in Odisha is already being sold through authorized dealers/distributors

**1.3 MARKETS:**

IREL sells its products in domestic as well as export market.

**1.3.1 EXPORT MARKET:**

Supply is affected to customers based on Agreement that are reached after one to one negotiation after receipt of customer enquiry.

**1.3.2 DOMESTIC MARKET:**

Depending on the demand – supply scenario, IREL sells its products in domestic market under

- a) Allocation based on past off-take or
- b) Free supply without any restriction or
- c) Free supply under promotional schemes (Discount/Rebate, Credit schemes).

The software should be able to function under various scenarios for different product (there may be different scenario and strategy for different products at a given time) as well as should be able to seamlessly migrate from one strategy to other for a particular product depending upon the change in scenario for that particular product. The provision of e-bidding for products under allotment should also be there in the system.

#### **1.4 DOMESTIC ORDER PROCESSING:**

Customer enquiries received are processed differently for different strategy.

While at the Head Office at Mumbai the enquiry processing would end at the point of sending intimation of payment receipt to unit as well as customer, that at unit is up to the level of D.O. generation, product delivery and after sales documentation and support. The software should be able to integrate this activity with payments processed at H.O. going directly into the unit account making the step of intimation to unit redundant.

#### **1.5 CUSTOMER ORDER PROCESSING:**

Customer Enquiry received at H.O./units are fed to the system. The system would check whether the customer is new or existing or old who has ceased to be active.

If the customer is new, system should generate communication to customer to send documents as required by IREL for registration. Concurrently, the system should check whether the current demand, supply scenario of the product required and communication regarding availability or non-availability to be generated. Once the documents are received and details input to the system, the customer would get registered into IREL's database as a prospective customer. If the customer making enquiry is existing registered customer, first the system should check if the product proposed to be indented is under allocation or not. If the product is not under allocation a, then pro-forma invoice if required is generated and sent to customer. If the product is under allocation, the system to verify if the customer has allocation. If customer has allocation, the pro-forma invoice if required is generated and sent to customer. If customer does not have allocation, regret letter to be generated and sent. Step of generating P.I. may be skipped if the customer does not require P.I.

System should be able to process purchase order/payment received from customers and generate various documents that would culminate in completion of sale process.

#### **1.6 EXPORT ORDER PROCESSING**

Export Orders are finalized at HO. Export Orders are forwarded to units for execution.

Based on export order shipment advise will be issued to the shipping contractor / C&F Agent. Pre-shipment documents will be forwarded to the shipping contractor / C&F Agent who in turn will file it with the port / customs authorities. After completion of shipping post shipment documents will be prepared for negotiation. Pre-shipment documentation, cargo movement, ship loading, post-shipment documentation, lay-time calculation, export reports etc. will come under the scope of this software.

#### **1.7 BUDGET:**

Budget for the financial year for each of the products is prepared based on the anticipated production, past sales trend and expected market scenario. The software should have budgeting tool for this purpose. System should also have monitoring capabilities in terms of comparing the actual sales with budgeted sales for required analysis and decision making. Hence, once the invoice is generated, the sales details should automatically get updated for analysis with respect to budget, past sales (YoY, MoM, Qtr on Qtr basis).

#### **1.8 REPORT GENERATION:**

System should be able to generate all types of documents and reports, those required at unit level for day to day functioning as well as various types of managerial reports for decision making.

## **2 HUMAN RESOURCE MANAGEMENT**

### **The major business process in Human Resource Functions are as under:**

- i) Employee Master / Human Resource Information Management System (HRIS)
- ii) Comprehensive Manpower Planning, Recruitment, Selection, subsequent process till joining in the company, probation completion, confirmation etc and subsequent HR processes during life cycle of the employee.
- iii) Time Office Management including Leaves and Attendance (**interface with finance**)
- iv) Compensation and Benefits (including retiral and post retirement) Management for Executives and Non-Executives (**interface with finance**)
- v) Training & Development.
- vi) Integration of the entire HRM module with the existing online Performance Appraisal System.
- vii) Promotions of Executives and Non-Executives
- viii) Transfers
- ix) Disciplinary Action, Appeal and Review Management Information System under CDA Rules / Standing Orders
- x) Legal Management Information System
- xi) Industrial Relations Information System
- xii) Statutory Returns under Labour Laws and Maintenance of Registers in Electronic Form.
- xiii) Returns facilitation system including Monthly, Quarterly, Half-yearly and Annual returns.
- xiv) Staff and Officers Grievance Redressal Management Information System
- xv) Security Management
- xvi) General Administration and Estate Management
- xvii) Parliamentary Questions Management Information System
- xviii) Online Vigilance Status Management System (**Interface with Vigilance Dept.**)

The HRM Integrated IT System should have adequate in-built system to have compatibility for seamless integration with the existing IT enabled systems such as attendance system, online performance appraisal system, employee database, contract labour management system etc. (wherever existing in different Units including HO).

The integrated IT System should have normal IT facilitation process such as dashboards, self-help service, Internal messaging, user administration, control mechanism etc.

## **3. FINANCIALS AND ACCOUNTING MODULE**

Finance and Accounting modules should be designed to automate the accounting systems involving all four Units situated in different locations within India which can be handled from a unified system. The entire data base of financials need to be integrated and managed from a single system. Organizations can work out various financial transactions using that financial system. The financial accounting module includes different components; some of these are mentioned as below.

### **Components of Financials and Accounting Module**

- 3.1 **Financial Accounting:-**The objective of a good **Financial accounting system** is to provide control and integration of Financial information that is essential to strategic decision making. It includes Voucher creation in customized format, General Ledger, Sub ledgers, day books, Journals, Bank Reconciliation Statements, Age Analysis, Trial Balance, Financial statements,

Notes, segment reporting etc. as per Ind AS. It also includes reports generation under various statutes.

- 3.2 **Financial Management:-** The planning, directing, monitoring, organizing, and controlling of the monetary resources of an organization. It includes Ratio Analysis, Capital budgeting, Revenue budget, MIS, Variance Analysis, Budget vs Actual , reporting etc.
- 3.3 **Cost Management:-** Cost center creation, Classification of cost, identification of Overheads, apportionment and absorption of cost, preparation of cost sheet product wise, cost center budgeting, control and reconciliation etc. to provides real-time assessment of cost accounting areas.
- 3.4 **Accounts Payable and Receivable:** While accounts payable records all the components and data for vendors, account receivable records all the components and data for customers. Balance sheets and account statements can be created using these modules.
- 3.5 **Funds Management:** This accounting module supports all the related tasks in creating and managing budgets. Calculating revenues, expenditures and funds are included in the task lists of funds management.
- 3.6 **Assets Management:** This module is designed to manage fixed assets of organizations. The financials system enables to manage and supervise fixed assets along with providing detailed information and reporting data.
- 3.7 **Bank Accounting:** This module is used to handle all bank accounting transactions. From managing bank master data, cash balance management to processing incoming and outgoing payments; everything can be managed using this module.
- 3.8 **Establishment Accounting :-** Accounting involves generation of pay slip based on the data input from HRM, all related employee benefits like Advance & loans, leave encashment, provident fund accounting Gratuity, Employee pension etc.
- 3.9 **Tax Management :-** It includes both direct and Indirect tax where statutory requirements thereon including TDS, payments, return filing etc. need to be managed using this module.
- 3.10 **Master creation, Maintenance and Management:-** It includes creation of all master like location, Chart of Accounts, Cost centers, yearend adjustment, password maintenance, system configuration opening balances, master files etc. and their maintenance.

All reports should be exportable in Excel/ word/pdf. Format where the output of the system should interface seamlessly with document management system. The integrated IT system of Finance module need be designed to get their input from HRM, Marketing, Materials etc. to have complete system and produce required output. Complete Audit trail for all the transactions shall be made available. The exceptions report to be generated.

The above are illustrative but not exhaustive list of requirements.

#### **4. Material Management**

##### **The major business process in Materials Management functions are given as under:**

- i) Creation of Material Purchase Requisition/ Job proposal after ascertaining the technical specification, quantum of requirement and availability of Budget.
- ii) Invitation of tender adopting the methodology as called for based on the estimated value of the procurement.
- iii) Receipt and opening of Bids, Evaluation of the techno-commercial bids and thereafter opening of price bids
- iv) Evaluation of Price bids comparing with that of estimate
- v) Preparation of Purchase/ Work Orders/ Service Contracts after seeking approval of Competent Authority as per DOP with clearance from IFC Department wherever necessary.
- vi) Post Contract management including seeking Order acknowledgement along with receipt of Security Deposit.

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- vii) Receipt of goods at Stores Department, arranging for inspection by User Departments, its codification after acceptance and proper storage allocation.
- viii) Materials issue, Inventory Management, Identification of Obsolete Items/ Non- Moving Items and action towards disposal of surplus, obsolete / obsolescence stocks
- ix) Evaluation of Performance of the Vendors, Updation of Vendors list and action towards blacklisting/ Blocking vendors.

The Integrated IT system should be compliant to facilitate various Materials Management requirements which includes Creation of e-tendering events, receipt of offers, opening of tenders electronically, issue of Contracts, Receipt of goods, generation of various reports, vendor management and inventory management.

**Note :** There are many areas which basically are part of same module but are required to be executed by two or more sections like HRM and finance, Purchase/Material with all other modules separately as per the existing roles. Some of such areas are, compensation and benefits (payroll, different claims/ reimbursements, loans and advances to employees, provident fund, gratuity, leave management/ encashment etc). Accordingly, in the approach methodology in the technical bid and price bid, the bidders should take into account the above and submit their bid accordingly. Similarly, Employee Masters/HRIMS will contain all data pertaining to the employee which is to be used by other modules with appropriate control mechanism.

**Indicative bill of material**

The following section provides a minimum indicative list of bill of material for the project. Bidder shall make its own independent assessment to meet the desired service levels as stated in scope of work section in RFP. However, the final bill of material will not be lesser than what has been provided in this section.

<b><i>CLOUD DC and DR BILL of Material</i></b>			
	ITEM	Minimum Indicative Quantity for VMs at Primary Data Center Site	Minimum Indicative Quantity of VMs at DR
1	Web Server	4	Functional DR with at-least 50% compute capacity and 100% storage as that of primary site
2	Database Server	2	
3	Application Server	2	
4	Directory Server	1	
5	Reporting Server	1	
6	Log Server	1	
7	Integration Server	1	
8	Backup and Archival Server	1	
9	EMS Server	1	
10	Helpdesk Server	1	
11	Staging Server	1	
12	Database Server	5 TB	
13	SLA Monitoring Server	1	
14	Server Storage	Per server 200 GB	
15	Firewall as a service	1	
16	Intrusion Prevention System(IPS) as a service	1	
17	Load Balancers	2	

**MPLS , Internet and Firewall to set up DMZ**