

# Request for Proposal for implementation of Enterprise Resource Planning System at MMTC Limited

Tender Reference No: MMTC/CO/COMP/ERP/RFP/ 2017-18/1 dated 25<sup>th</sup> July  
2017

Volume I - Functional, Technical and Operational Requirements



**A Govt. of India Enterprise**

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## Disclaimer

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### List of Abbreviations

S. No.	Abbreviation	Description
1	BG	Bank Guarantee
2	BL	Bill of lading
3	BOD	Board of Directors
4	CIF	Cost, Insurance and Freight
5	CO	Corporate Office
6	C&F	Cost and Freight
7	CHA	Custom House Agents
8	CMD	Chairman cum Managing Director
9	Corp IT	Corporate income tax
10	CIT(A)	Commissioner of Income-tax (Appeals)
11	CWC	Central Warehousing Corporation
12	D&B	Dun & Bradstreet
13	DWT	Deadweight Tonnes
14	DD	Demand Draft
15	EC	Executive Committee
16	EDLI	Employee Deposit linked insurance
17	EMD	Earnest Money Deposit
18	EPFO	Employees' Provident Fund Organization
19	ERP	Enterprise Resource Planning
20	ETA	Estimated Time of Arrival (of vessel)
21	FOBT	Free On Board Trimmed
22	FOR	Free on Rail
23	FOB	Free On Board
24	F&A	Finance and Accounting

<b>25</b>	FCI	Food Corporation of India
<b>26</b>	FSI	Foreign Service Accounts
<b>27</b>	FDR	Fixed Deposit Rates
<b>28</b>	FY	Financial Year
<b>29</b>	FMCOD	Functional Management Committee of Directors
<b>30</b>	GR	Guaranteed Remittance
<b>31</b>	IT	Information Technology/ Systems
<b>32</b>	IT Department	Income Tax Department
<b>33</b>	LC	Letter of Credit
<b>34</b>	LTA	Long Term Agreement
<b>35</b>	LIC	Life Insurance Corporation of India
<b>36</b>	LOI	Letter of Intent
<b>37</b>	MMTC	MMTC Limited
<b>38</b>	MCX	Multi Commodity Exchange
<b>39</b>	MT	Metric Ton
<b>40</b>	NCDEX	National Commodity and Derivatives Exchange
<b>41</b>	NINL	Neelachal Ispat Nigam Limited
<b>42</b>	NOR	Notice of Readiness
<b>43</b>	NFM	Non-Ferrous Metal
<b>44</b>	NIT	Notice Inviting Tender
<b>45</b>	NINL	Neelachal Ispat Nigam Limited.
<b>46</b>	NMDC	National Mineral Development Corporation
<b>47</b>	POSCO	Pohang Iron and Steel Company
<b>48</b>	PM	Precious Metal
<b>49</b>	RO	Regional Office

<b>50</b>	SAIL	Steel Authority of India
<b>51</b>	SI	System Integrator
<b>52</b>	SOF	Statement of facts
<b>53</b>	SRO	Sub Regional Office
<b>54</b>	SPCOD	Sale Purchase Committee of Directors
<b>55</b>	SWC	State Warehousing Corporation
<b>56</b>	GST	Goods & Services Tax

## 1. About the RFP

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This document constitutes the Request for Proposal (RFP) for selection of ERP product and System Integrator (referred in the document as SI) by MMTC Limited (referred in the document as MMTC). This RFP has been prepared to invite bidders to submit their proposals to implement and maintain the ERP System for MMTC.

Information used for the preparation of this RFP has been made available from relevant and published sources of MMTC. Nonetheless, bidders are required to make informed evaluation and decision based on their judgment.

This RFP document contains the entire information that constitutes the requirement as proposed by MMTC in order for qualified bidders to submit their proposals. Any queries or clarifications must be submitted in the prescribed format and will be addressed to all bidders simultaneously.

This RFP comprises the following documents:

### **Volume I: Functional, Technical and Operational Requirements**

Volume I of RFP brings out all the details of solution requirements of the ERP System. This volume also gives the details of the other requirements (functional, operational and technical) of the ERP system.

### **Volume II: General Instructions, Commercial and Bidding Terms**

Volume II of RFP brings out details of the bidding process, bidding terms and conditions and all that may be needed by the bidders to understand the bidding process.

### **Volume III: Master Service Agreement and Service Level Agreement**

Volume III of RFP explains the contractual terms that will govern the project implementation and operation. This includes the draft Master Service Agreement and Service Level Agreement that MMTC intends to sign with the successful bidder i.e. the selected SI.

**This Document is Volume I.**

## 2. Introduction

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MMTC was established in 1963, is one of the highest foreign exchange earners for India and also a leading international trading company with a turnover of over Rs. 11,500 Crores during 2016-17. It is the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Government of India for long standing contribution to exports.

MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures and Link Deals - all modern day tools of international trading. Its vast international trade network includes a wholly owned international subsidiary in Singapore spans almost in all countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC market coverage globally.

### 2.1. Objectives of MMTC

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1. To be a leading International Trading House in India operating in the competitive global trading environment, with focus on "bulk" as core competency and to improve returns on capital employed.
2. To retain the position of single largest trader in the country for product lines like minerals, metals and precious metals.
3. To promote development of trade-related infrastructure.
4. To provide support services to the medium and small scale sectors.
5. To render high quality of service to all categories of customers with professionalism and efficiency.
6. To streamline system within the company for settlement of commercial disputes
7. To upgrade employee skills for achieving higher productivity.

### 2.2. MMTC Areas of Operations

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As the largest Public Sector Trading Company in India and a major Trading company of Asia, MMTC aims at improving its position further by achieving sustainable and viable growth rate through excellence in all its activities, generating optimum profits through total satisfaction of shareholders, customers, suppliers, employees and society.

MMTC has been engaged in business areas comprising majorly of 8 trade segments and their Corporate functions. The trade segments are:

1. Non Ferrous Metals
2. Minerals
3. Precious Metals
4. Agro products
5. Coal and Hydro Carbons
6. Fertilizer & Chemicals
7. Steel
8. General trade



**Figure 1 MMTC Trading Commodities**

As a Trading company, MMTC deals in export and import of various commodities. For some of the commodities like urea, iron ore etc. it is a canalized agency i.e. nominated by Government of India. Major area of operations for MMTC includes the following:

S No	Area	Major Products Handled	Operation
1	Minerals	Iron ore, Chrome Ore and Manganese Ore	Export, domestic trade and supply to NINL
2	Steel	Steel , Steel Billets , NINL Products	Import, Domestic trade and Export
3	Coal & Hydrocarbons	Non Coking (Steam), Coking Coal, Thermal Coal, Naphtha, LAM Coke, Furnace Oil and Bitumen	Import & Domestic trade
4	Non Ferrous Metals	Copper, Aluminium, Zinc Ingots, Lead Ingots, Tin Ingots, Nickel and IRM	Import & Domestic trade
5	Fertilizer & Chemicals	Urea, Di-ammonium Phosphate (DAP), Muriate of Potash (MOP), Sulphur, Rock Phosphate, Phosphoric Acid, Ammonia, Complex Fertilizer and Technical Grade (TG) Urea	Import & Export
6	Agro Products	Wheat, Rice, Sugar, Pulses, Edible oil and Cotton	Domestic trade, Export and Import

S No	Area	Major Products Handled	Operation
7	Precious Metals	Gold, Silver, Platinum, Palladium, Rough Diamonds and Coloured Stones	Import & Domestic trade
		Jewellery Operations	Domestic trade & Export
		Assaying and Hallmarking	For testing purity
		“Sanchi” Silverware	Manufacturing & Retail sale
		Medallions including Indian Gold Coin	Procurement/Manufacturing & Sale
8	General Trade	Resins, Petrochemicals, Security items, Gypsum, Clinker, Cement, Pharmaceuticals, Machinery, transformer, etc.	Import

**Table 1 Details of Export & Import of Commodities**

The other internal corporate functions of MMTC include the following:

S No	Name of the function	Subordinate Function
1	Administration & Establishment	<ul style="list-style-type: none"> <li>• Estate</li> <li>• Stores</li> </ul>
2	Finance & Accounts	<ul style="list-style-type: none"> <li>• Central accounts</li> <li>• Administration &amp; Establishment</li> <li>• Medical Accounts</li> <li>• Banking</li> <li>• Corporate Income Tax</li> <li>• Contributory provident fund</li> </ul>
3	Personnel	<ul style="list-style-type: none"> <li>• Corporate Social Responsibility(CSR)</li> <li>• Human Resource &amp; Training</li> <li>• Industrial Relations (IR)</li> <li>• Welfare</li> <li>• Right to Information (RTI)</li> </ul>
4	Law	
5	Corporate Communication	
6	Corporate Planning	
7	Internal audit	
8	Board Secretariat	
9	Projects	<ul style="list-style-type: none"> <li>• Joint Ventures</li> </ul>

<b>10</b>	Systems(IT)	
<b>11</b>	Vigilance	
<b>12</b>	Raj Bhasha	
<b>13</b>	Shipping	
<b>14</b>	Insurance	

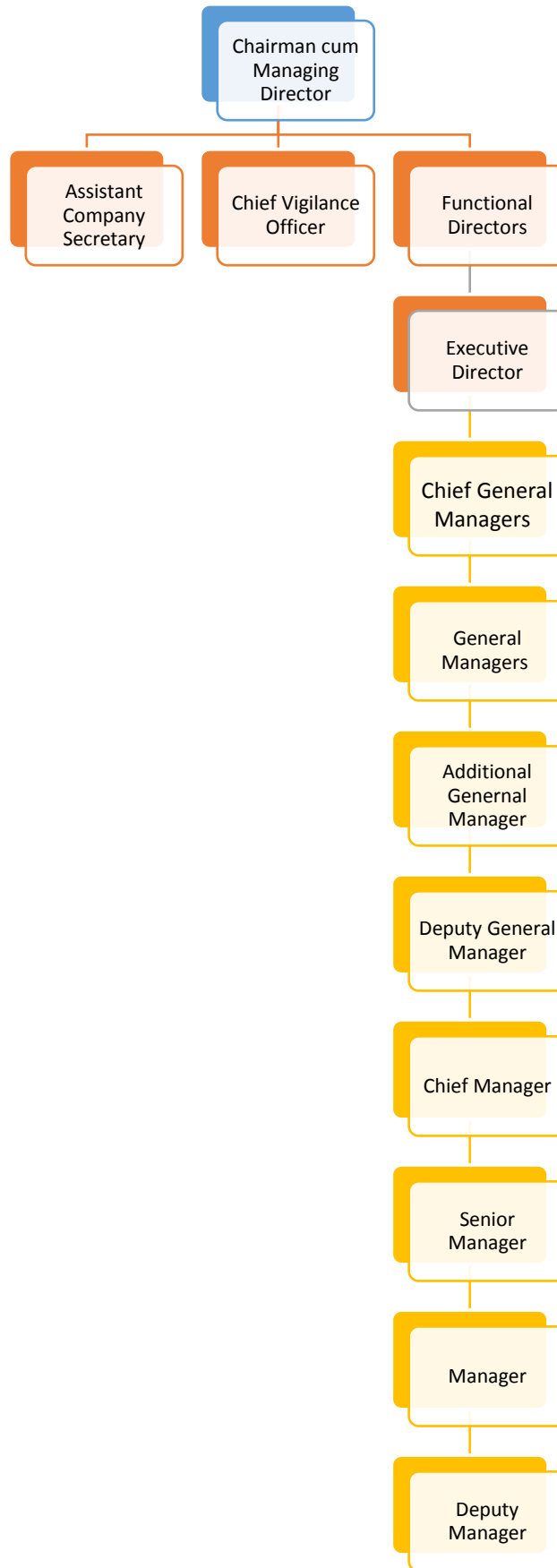
**Table 2 Details of Internal Corporate Functions**

### 2.3. MMTC Organizational Structure

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MMTC is a centrally administered organization with all the policies and procedures being administered by the Corporate Office. All the commodity business is realized by concerned Regional Office (including its Sub regional offices, Godown and Port/field offices etc.) hence the presence of divisions in regions and other locations is strictly on need basis.



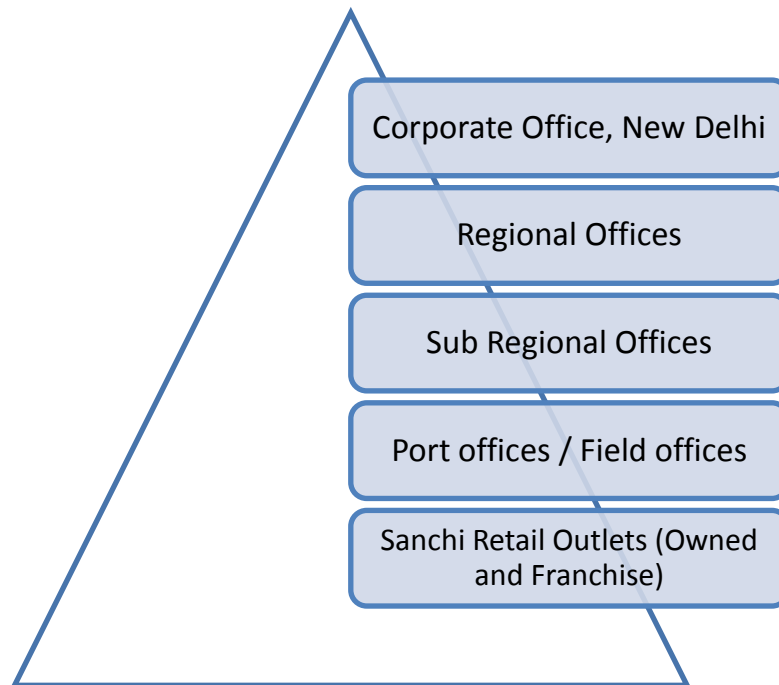


**Figure 2 MMTC Organizational Structure**

## 2.4. MMTC office Locations

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MMTC's corporate office is located in New Delhi and other offices are spread across all over India, monitored by the Regional office concerned. MMTC has a total of 9 Regional Offices and 17 Sub Regional Offices.



**Figure 3 MMTC Office Locations**

A detailed list of office locations and retail outlets is mentioned in Annexure I of volume I the RFP document.

## 2.5. MMTC Organization Strength

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The employee strength of MMTC is approximately 1100 employees spread across all locations in India.

### 3. About the Project

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MMTC is one of the first PSU organizations who have implemented the Enterprise Resource Planning (ERP) System. MMTC implemented the ERP system in 2001 to provide improved services to its employees and other stakeholders. However, the implemented ERP system is not able to cope up with rapidly changing business environment/processes in MMTC which has resulted in the development of multiple applications which are either standalone or partially integrated with the current ERP System. The present ERP system in its current state needs to be technically upgraded to latest technology platform & provide services to the stakeholders to meet the current requirements. Considering the limitation of the existing ERP system, MMTC intends to implement an ERP system in order to cope with the challenges posed by the growing business needs including statutory compliances.

In order to streamline its processes and increase efficiency and effectiveness of services, MMTC has undertaken a comprehensive exercise to implement a new ERP System across all the functions and locations of the organization. The proposed ERP system is aimed to bring in transparency and sustainability of the processes.

#### 3.1. Project Vision

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MMTC proposes to implement ERP System across all its locations and functions for seamless exchange of information within the organization.

***“To ensure transparent, easy, efficient and accurate availability of information and facilitation of transactions”***

#### 3.2. Project Objectives

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The key objectives of this initiative are:

1. Design and implement processes and applications that help MMTC achieve the project vision
2. To increase the efficiency and improve monitoring and administration for effective decision making
3. Developing a single and integrated view of MMTC’s information system across all functions and locations

#### 3.3. Broad Expectations from the proposed ERP System

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The present ERP System was implemented on centralized client-server architecture deployed across India covering Corporate Office, Regional offices and Sub-regional offices.

As discussed in the previous section, that in the last decade MMTC’s business and related processes have changed significantly, hence the new solution should be flexible enough to cater to changing business needs. Some of the broad expectations gathered during employee interactions are listed below:

- The system should be a single integrated system for all locations
- The system should be able to generate all Financial statements, Cash flow statements and consolidated reports as per financial standards adopted by MMTC
- The system should be user friendly and with simplified workflows
- The system should allow users to have Drill down functionality from General Ledger to Sub-ledger entries
- The system should allow tracking of financial and security instruments
- The system should have minimum customization
- The system should be able to support consolidation of regional budgeting and approvals
- The system should allow users to monitor funds usage and perform analysis using dashboard

The proposed solution should comply with the Functional Requirements Specifications (FRS) attached in Annexure II of volume I of the RFP document.

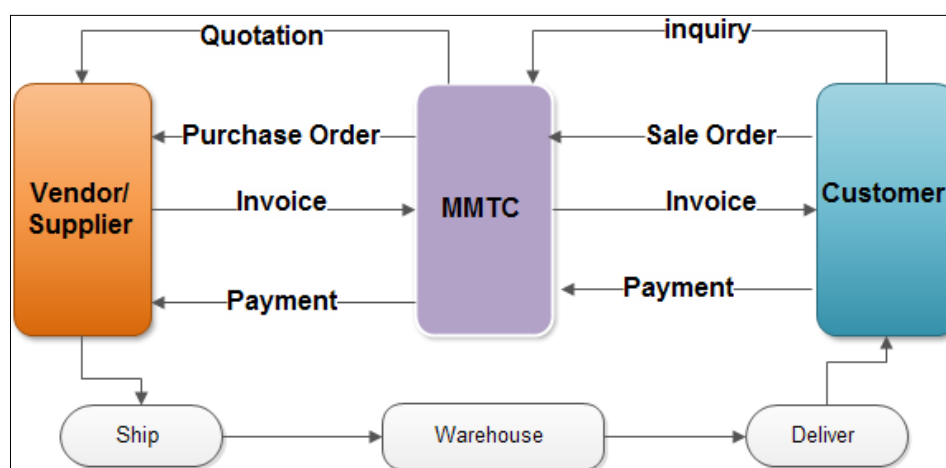
## 4. Broad Overview of MMTC Operations

### 4.1. Functional Overview

As the largest Trading Company of India and a major Trading company of Asia, MMTC aims at improving its position further by achieving sustainable and viable growth rate through excellence in all its activities, generating optimum profits through total satisfaction of shareholders, customers, suppliers, employees and society.

#### 4.1.1. Commodity Trading

The primary function of MMTC is bulk Commodity trading. The revenue generation to MMTC is by facilitating the transactions between buyers and sellers. The core processes of trading at MMTC are Back-to-Back businesses where the key object of trading is Contract.



**Figure 4 MMTC Commodity Trading**

MMTC's business includes trading in various Minerals, Metals, Fertilizers, Agro commodities, Coal, Hydrocarbons, Precious metals etc. The complete trading function is cross-functional, cutting across the various geographies and functional groups.

##### 4.1.1.1. Minerals

MMTC continues to be the country's leader in mineral exports for over five decades now. MMTC has managed bulk operations spread across far - flung areas in the mineral rich states of the country and by exporting minerals from all the major ports of India, thus utilizing the extensive network of infrastructure facilities. The items that are traded are Iron Ore, Manganese Ore, Chrome Ore and others like Mud Chemicals, Barytes, Bentonite, Bauxite, Talc, Gypsum, Feldspar, Quartz/Silica Sand, Garnet Sand, Kaolin Vermiculite etc.

##### 4.1.1.2. Precious Metals, Gems and Jewelry

MMTC is one of India's Premier bullion traders, handling Precious Metals, dealing mainly with import and export of gold & silver, platinum, palladium, gems, rough diamonds and other semi-precious color stones. The Division is into a range of activities covering imports,

exports and domestic trade. It also helps in promoting exports from India by holding exclusive foreign exhibitions of gold and studded Jewelry at chosen overseas locations. MMTC is an authorized agency of Government of India for import of gold, silver, platinum, palladium, rough diamonds, emeralds, rubies and other semi-precious stones and supplies these items to Jewelers in India for domestic sales and exports. It is one of the custodians of the Diamond Plaza Customs Clearance Center in Mumbai. MMTC is also the custodian for import & export of precious cargo at SEEPZ, Mumbai.

This division also operates in-house assaying and hallmarking units in New Delhi, Ahmedabad, Kolkata and Jaipur duly accredited by the Bureau of Indian Standards (BIS) for testing purity of gold/silver medallion and gold/silver articles. MMTC has a unit in New Delhi for manufacturing its own brand of gold & silver medallions and silverware. Customized requirements for corporate and institutional orders are serviced from here throughout the year.

The division sells “Sanchi “, its own silverware brand and medallions through its Sanchi showrooms and franchise stores in all the major cities of India. This division also sells branded hallmarked gold and studded Jewelry from its showrooms across India.

The division also regularly organizes domestic Jewelry exhibitions for sale of gold and diamond Jewelry, medallions and Sanchi on various occasions round the year.

#### *4.1.1.2.1. Bullion Operations*

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MMTC is one of India’s Premier bullion traders; the Precious Metals division has consistently contributed to the total turnover of the Company. This division imports and supplies Gold, Platinum and Silver to exporters under various schemes as per Foreign Trade Policy of Government of India which gets revised from time to time. It also imports Gold and Silver for sale in domestic market under Open General License (OGL) Scheme as one of the Nominated Agencies. Bullion is imported either on consignment basis or against Letter of Credit (LOC) or Standby Letter of Credit (SBLC). The supplier has to be a London Bullion Market Association (LBMA) member and in case of imports under consignment basis or SBLC, a Master agreement is entered by Precious Metals division, Corporate Office with the foreign supplier. The customer has to be registered with MMTC before commencing business after due diligence is conducted.

The various schemes under this division are offered on need basis. Even though all the schemes mentioned above are not in operation presently, the division may implement a scheme as and when the need arises, as per the Foreign Trade Policy of Government of India which gets revised from time to time.

#### 4.1.1.2.2. Retail

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Sanchi is MMTC's brand of Silverware specifically introduced for the quality conscious customers. The retail products of MMTC are sold through its retail outlets and franchise showrooms across India.

MMTC has a unit in New Delhi for manufacturing its own brand of gold and silver medallions since the year 1996. Customized requirements for corporate and institutional orders are serviced from here throughout the year.

#### 4.1.1.3. Metals and Industrial raw materials

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MMTC imports the following metals as per London Metal Exchange (LME) deliverable specifications and also Non LME grade material according to the requirements of MMTC customers:-

1. Non-Ferrous Metals: Copper in the form of Wire bars, Cathodes, CC rods, Aluminum in the form of Ingots and Wire rods, Zinc Ingots, Special HG, Lead Ingots, Tin Ingots, Nickel, Briquettes, Ferro Nickel etc.
2. Minor Metals: Antimony, Silicon, Magnesium, Mercury, etc.
3. Industrial Raw Materials, Noble metals and Ferro alloys, etc.

These metals are imported for high seas sales and for catering to local requirement for domestic sale on ex-godown basis.

#### 4.1.1.4. Agro Products

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MMTC is a global player in the Agro trade, with its comprehensive infrastructural expertise to handle agro products. This division provides full logistic support from procurement, quality control to guarantee timely deliveries from different parts of the country through a wide network of regional and port offices in India and its contacts abroad.

The Agro trade primarily depends on Government policies and vagaries of monsoon. At times when the surplus agro products are available in the country, the export opportunities emerge while in the period of shortages, the Agro products need to be imported. This division continues to pursue plans and strategies to meet the shortages of edible oils, food grains & pulses in the country by imports and export of surplus availability of Agro products like wheat in the country. The division is geared up to meet the challenges stemming from wide variations in quantity/ product range available for imports/ exports besides broadening the commodity profile to ensure future sustainability of business growth. The company has to step-in to be bulk importer/exporter of any agro commodity as per the directives of Government of India from time to time.

#### *4.1.1.5. Fertilizer and Chemicals*

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MMTC has remained as one of the largest importers of fertilizers in India. It is engaged in the import of finished, intermediate and raw fertilizers. It continues to remain a trusted and reliable supplier of fertilizers to many institutional customers in India. The items that are imported are finished products like Urea, Di-ammonium phosphate (DAP), Muriate of Potash (MoP) and raw materials like Rock Phosphate, Phosphoric Acid, Ammonia etc.

#### *4.1.1.6. Coal and Hydrocarbons*

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Coal and Hydrocarbons is identified as one of the core areas of business for MMTC and Steam coal is identified as a thrust product for import. This division is very successful in organizing supplies of Coking coal, Non-coking (steam) coal, Low ash metallurgical coke, Naphtha etc. This division caters to the requirements of various customers, which includes State Electricity Boards and Power Utilities. This division is one of the largest importers of LAM COKE in India. LAM COKE is imported for various customers like Neelachal Ispat Nigam Limited (NINL), Steel Authority of India Limited (SAIL), Rashtriya Ispat Nigam (RINL), Kudremukh Iron Ore Company Ltd (KIOCL), and Industrial Development Corporation Orissa Ltd. (IDCOL) and also for some private companies. This division imports LAM COKE on a regular basis for MMTC's promoted Neelachal Ispat Nigam Limited. The Division also undertakes marketing of high quality LAM COKE and coal tar produced by Neelachal Ispat Nigam Ltd.

#### *4.1.1.7. General Trade*

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This division is equipped and dedicated to deliver International Trading solutions in the trading of a vast range of commodities like Chemicals, Drugs and Pharmaceuticals, Paraffin Wax, PVC Resin and Granules, Wool and Cotton, Cement, Clinker, Gypsum, Security equipment and Engineering goods. This division constantly pursues opportunities of any other items of interest to the trade and industry from anywhere in the world with particular focus on SAARC, CIS and East European countries.

#### *4.1.1.8. Steel*

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Neelachal Ispat Nigam Limited (NINL), a Company promoted by MMTC and Industrial Promotion & Investment Corporation of Orissa Limited (IPICOL) was set up as an integrated 1.1 Million ton capacity Iron and Steel Plant at Kalinga Nagar Industrial complex, Duburi, Orissa. Presently the main products are Pig Iron and BF coke along with Nut coke, Coke breeze, Crude tar, Ammonium sulphate and Granulated slag.

MMTC's contribution as the main promoter starts with procurement of raw materials like iron ore and coking coal, to closely monitor the eventual manufacturing and supply of finished products that meet the diverse requirements of end users for quality products.



#### 4.1.2. Shipping

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The purpose of this division is to nominate vessels or its substitute as per the requirements of commodity division through the Ministry of Shipping so that it can ensure pre-shipment formalities and necessary statutory compliances are followed at the time of vessel loading as per the contract.

#### 4.1.3. Corporate Functions

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##### 4.1.3.1. Finance and Accounts

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Finance and Accounts comprises of various activities for performing business functions as described below:

###### 4.1.3.1.1 Administration and Establishment Division

This division primarily deals with all payments related to the administrative expenses of the corporate office. This division acts as the Associate finance division to the Administration & establishment division. The Administration division process the payments of both external vendors/ service providers and regular employees of MMTC.

###### 4.1.3.1.2 Finance – Central Accounts

The central accounts division of MMTC primarily deals in budgeting, Account finalization and MIS reporting .Weekly turnover reports created to capture details like turnover, gross profit etc. over various heads namely, export import, domestic, branch level etc. The reports also include profitability statement, debtor statements, administrative expenses, inventory statements and other miscellaneous reports. Budgeting includes generating budgetary requirements under various heads like, capital expenditure, loans and advances etc. Accounts finalization encompasses all voucher entry, Ledger maintenance, preparation of trial balance, preparation of financial statements (cash flow, profit and loss, balance sheet etc.)

###### 4.1.3.1.3 Finance-Corporate Income Tax

This division handles activity related to fulfilling the statutory requirements as specified by Government of India. This division prepares the Income Tax returns of the company in accordance with the rules specified. In order to do this, this division collects information from all the respective divisions/ROs and prepares the necessary documents.

###### 4.1.3.1.4 Finance – Contributory Provident Fund (CPF) Accounts

MMTC has set up its own CPF Trust which is a separate entity. The CPF division is located at the corporate office of MMTC in New Delhi. It does not have any other branch. MMTC CPF Trust has no branches but each Regional Office of MMTC function on behalf of the Trust for activities pertaining to the Trust. The Contributory Provident Fund (CPF) has two contributors: Employees and Employer. The MMTC CPF Trust is responsible for investment of funds also. Apart from this MMTC has its own pension scheme under retirement benefits

to the employees and accounting of the same is undertaken by CPF Division. The CPF Division may also undertake any other employee/stakeholder superannuation/benefits schemes as and when required.

#### 4.1.3.1.5 Finance – Medical Accounts

The medical accounts division of MMTC finance primarily deals with the settlement of claims and making payments to regular and retired employees towards Outpatient treatment & In-patient treatment.

#### 4.1.3.1.6 Finance – Banking

The banking section of Finance Division of MMTC primarily deals in Fund transfer to various RO/SRO/ other accounts, Reconciliation of Bank accounts at CO, Investment of surplus funds, arranging funds from various banks through credit facility etc.

#### 4.1.3.2. Personnel and Training

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This division is responsible for Manpower planning, Training and development, Personnel Administration, Human Resources activities, Industrial relations, Grievance Redressal etc.

Other activities performed by the department are Welfare matters, Canteen Society matters, EPS pensions return and claims, RB Section matters, Exemption to MMTC CPF Trust, HBA Cases, Gratuity, PF and matters related to MMTC Employees Defined Contribution Superannuation Scheme (Pension Scheme) etc.

#### 4.1.3.3. Corporate Planning

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The main role of this division is to provide strategic inputs to formulate a business plan for MMTC. This division works with all the business units across MMTC to develop a business plan. This division is mainly responsible for Strategic planning for MMTC with Short Term, Medium Term and Long Term perspective. Besides, the division provides strategic inputs to the management on various policy related issues and coordinates between MMTC and Ministry of Commerce and Industry (MoC&I) and other Ministries and departments. Among its other functions, conducting regional review meetings, information to management and MoC&I on Trade policy issues, coordination with Industry associations, preparation of Corporate presentations for Ministry, Parliamentary committees, MoU task force etc. and write-ups on MMTC on various company and government publications etc.

#### 4.1.3.4. Projects Division

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The project divisions' charter is to look into development of new business areas for MMTC as per management approvals. The areas where the new businesses are pursued are Wind Firm and Free Trade warehouses. MMTC owns a wind firm at Gajendragad which produces wind energy. MMTC, along with ILF&S IDC, has established a joint venture company, Free Trade Warehousing Pvt. Ltd. (FTWPL) for jointly promoting free trade warehousing zones in India. The SPVs formed under the joint venture company have been allotted land to set up

free trade warehousing zones at Haldia and Kandla on lines similar to special economic zones. MMTC is looking into the possibilities of construction of warehouses on its available land at various places.

#### *4.1.3.5. Internal Audit*

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MMTC has a well-established Internal Audit system & procedures which commensurate with its diverse functions. The company has an Internal audit division to coordinate with external auditing firms in conducting internal audit all through the year. Number of initiatives started during the last fiscal year for strengthening the internal controls through concurrent audit of bullion transactions, special audit for bullion transactions for earlier years, etc. The Audit Committee of Directors meets the Company's Statutory Auditors and Internal Auditors regularly to ascertain their concerns and observations on financial reports.

The core responsibility of the division is dealing with the Government auditors, arranging reply of Audit Paras and its follow up for settlement, conducting internal audit of Corporate Office, Regional Office and other offices of MMTC across India, issuing Audit Reports and examining replies particularly of major paras submitted by Independent auditors and finally settlement of the Audit Paras and Conducting internal audits at all offices of MMTC.

#### *4.1.3.6. Corporate Social Responsibility (CSR)*

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According to the Department of Public Enterprises guidelines on Corporate Social Responsibility and Sustainability for Central Public Sector Enterprises (CPSE) introduced in April 2013, the previously separate guidelines for CSR and Sustainable Development have been integrated into a single set of guidelines for 'CSR & Sustainability'. The revised guidelines make it mandatory for CPSEs to take up at least one major project for development of a backward district and one project for environmental sustainability.

MMTC's modus operandi chiefly comprises of engaging with NGOs and its relationship with these NGOs has surpassed the conventional boundaries of CSR; as MMTC also involves these NGOs in its supply chain for fulfilling basic procurement requirements.

#### *4.1.3.7. Board Secretariat*

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The primary responsibility of this division is to arrange, coordinate and to supervise the activities relating to the meeting of Executive Committee, Board of Directors and other Sub-committees of the Board and to correspond with the Ministries and Parliament Secretariat along with Industry bodies like SEBI, Stock Exchanges, shareholders and other stakeholders etc.

#### 4.1.3.8. Administration and Establishment

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The primary responsibility of this division is to coordinate with all departments for their consumable requirements for Stationary, Computers, Printers, Furniture Equipment, Chemicals etc. and maintenance and repair of civil construction of MMTC property across various locations. Apart from offices, this division also maintains 200 flats, Dormitories, Guest-houses, Community Centre with a training center and a medical assistance room under aegis of MMTC Estate. The responsibilities also includes renovation, maintenance, repairs of the existing infrastructure like road, flats, community center, training office, security of estate premises and allotment of flats.

#### 4.1.3.9. Corporate Communication

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The Corporate Communications division of MMTC primarily deals with publicity of business activities of the Corporation as and when required, management of all publicity related activities of MMTC, ensuring awareness of Jewelry exhibitions being organized by Precious Metals division and Delhi Regional Office, Financial results (quarterly and annual) in Newspaper(s), Publishing of tenders, Publishing MMTC's quarterly magazine "Spectrum" and Printing of calendars, diaries, brochures and Annual reports.

#### 4.1.3.10. Law

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The Law division of MMTC primarily works as the legal arm of the organization. It is involved in vetting of legal documents, Appointment of advocates and senior advocates, Filing/defending of litigations (in coordination with concerned divisions), following up of litigations, Opinion and advisory work for various divisions, Consultations with senior advocates and senior government officials, Submission of various MIS to management as and when required and on periodic basis, Issuing circulars on important current legal and regulatory developments and hosting the same on MMTC's intranet, Settlement of dispute through dispute settlement machinery, Holding in-house training and seminars on legal matters, Publication of law bulletin, Maintenance of law library, Processing of payment to advocates, senior advocates and arbitrators and other matters related to Law and its enforcement.

The detailed description of current business functions and processes are attached as Annexure III of volume I of the RFP document.

## 4.2. Existing Information Systems

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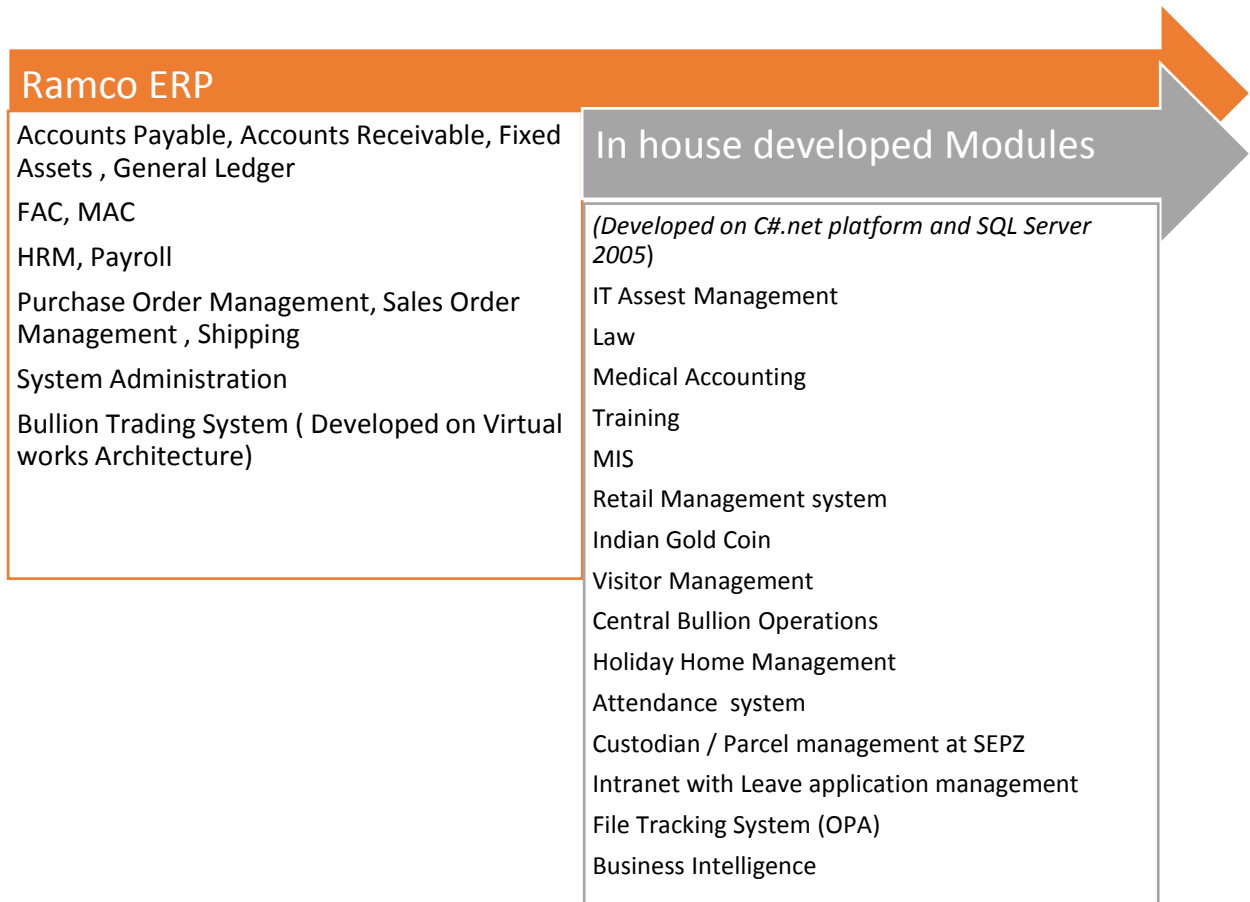
MMTC's system operates out of a centralized IT architecture. They have implemented the ERP system from M/s Ramco Systems. There are 200 concurrent licenses of Ramco ERP (Version e.application version 3.1) which is implemented using client server architecture and is accessed through Citrix; a thin client solution has been implemented for application delivery of ERP system across various MMTC's locations and its retail outlets. MMTC is having 125 user licenses of Citrix.

The Data Center hosts the complete IT infrastructure for running all IT applications of MMTC which is located at its Corporate Office at Scope Complex, New Delhi. It consists of Server farm, SAN storage, Citrix server farm with application load balancer, security components like firewalls, IPS, Anti-virus. The core router, database server and Citrix servers have redundancy. There is active-passive clustering done at Database (DB) level.

The Data Recovery Centre is located at its Chennai Regional office. The Data Recovery Center hosts Replication server, SAN storage, SAN switch and security components such as Firewall, UTM and Core router and Core switch.

MMTC has set up a Wide Area Network (WAN) connecting the various regional, sub-regional offices and its retail outlets across the country through MPLS connectivity being the primary link. The Backup Secondary link to the WAN is through SSL VPN using RSA tokens. In case of any network failure the ERP system is accessed through an internet site by using RSA token. The networking environment has been secured through installation and configuration of Security tools.

MMTC Corporate office is connected to the Data Center through a Local Area Network (LAN) and private WAN network set up at its Corporate Office in New Delhi. All regional offices and sub-regional offices across India connect to the Data Center through the WAN. Synchronous data replication is done from Data Center to Disaster Recovery Center over a 2 Mbps line. Real time data synchronization is done using Symantec Veritas and Daily full data backup (.DAT files) from DB server to disk is taken every night. The List of modules implemented as part of current system at MMTC is mentioned below:



**Figure 5 MMTC Current ERP Modules**

The Ramco modules are integrated while the in-house modules are standalone modules. Most of the in-house modules are developed on C#.net platform with SQL server 2005. A visual interpretation of present deployment architecture is given below for understanding of bidder.

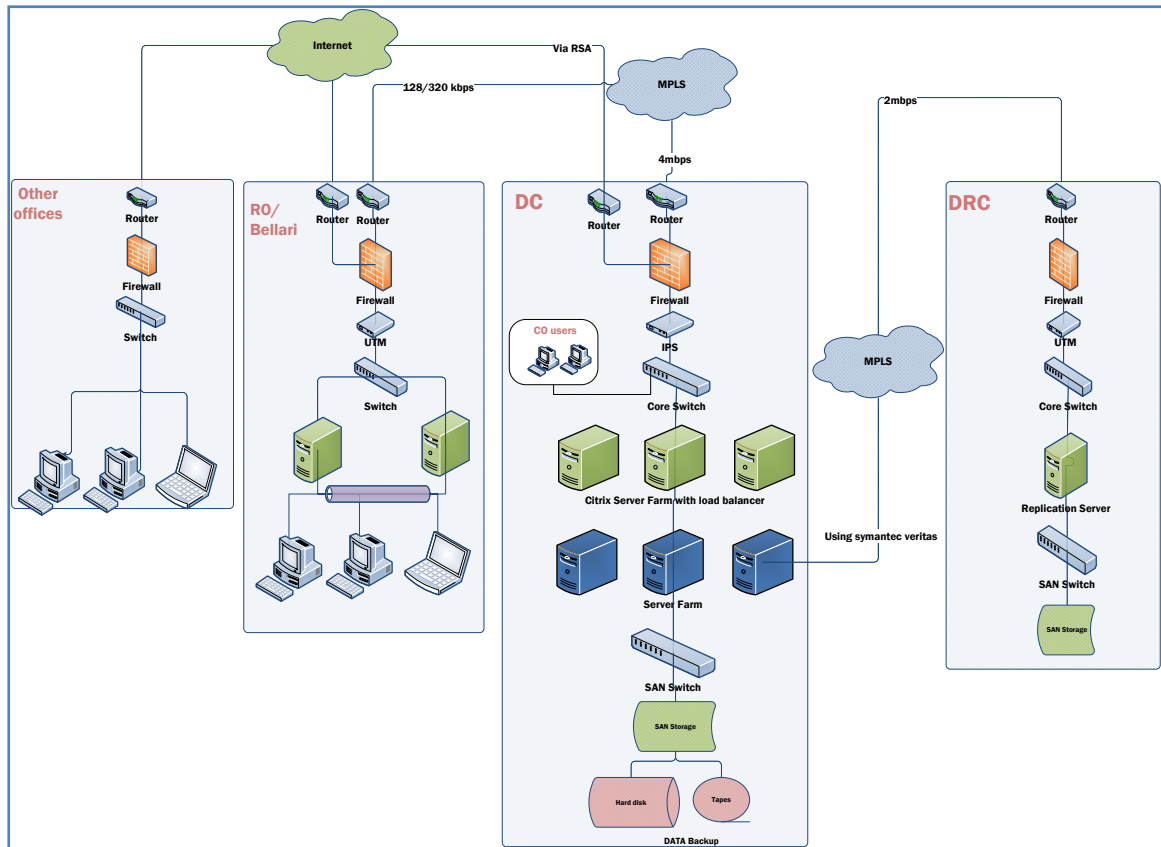


Figure 6 MMTC Current IT Landscape

## 5. Project Requirements

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### 5.1. Statement of Work

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This RFP envisages the following components of work to be executed by a competent SI in order to fulfill the objectives of the proposed ERP system

An Enterprise Resource Planning system (**ERP**) is envisaged to be a user friendly, comprehensive, integrated information system designed to manage the overall functioning of all MMTC business and support divisions.

1. Detailed Functional Requirement study, System Requirements Study and System Design
2. Supply, installation, implementation, configuration, customization, integration and testing of Enterprise Resource Planning system together with relevant database, licenses and other software in conformance to industry standards
3. Manage the DC operations (including hardware & software related to DC/Cloud) and provide list of servers and other equipment's including software applications for hosting the ERP system in house in the existing Data Center at MMTC Corporate Office in New Delhi. The bidder is also expected to propose hosting of the application on Cloud. Final decision to host the proposed ERP system on physical servers at MMTC data centre or cloud will be taken by MMTC in consultation with the SI. In case of Cloud, it will be arranged by MMTC. All expenses pertaining to Cloud shall be borne by MMTC directly. Cloud configuration shall be as per recommendation of ERP System Integrator.
4. Manage the DRC operations (including hardware & software related to DR) and provide list of servers and other equipment's including software applications for the same. The Disaster Recovery system to be maintained at NIC cloud Meghraj. Details of NIC Cloud Meghraj can be seen at <https://cloud.gov.in/>.
5. Facilitate MMTC in the estimation of required hardware components for example servers, networking equipments and security requirements and all user computing infrastructure comprising hardware and software, and help in the, installation, configuration and commissioning of the same as and when required.
6. Data Migration of Legacy Data
7. Change Management and Capacity Building including Training of users for effective use of the system



8. Operation and Maintenance of the entire ERP System Application for a period of Ten (10) years from the date of Final Go live. MMTC may reconsider the contract for another Five (5) years based on the performance of the SI
9. Adherence to Implementation Plan and Project Governance Structure
10. Documentation of the ERP system Project

\* Procurement of IT and Non IT components for DC and DRC will be done by MMTC based on the recommendations by the SI. SI is expected to facilitate MMTC in the process.

## 5.2. Detailed Functional Requirement study, System Requirements Study and System Design

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### 5.2.1 Detailed Description of Requirements and Features

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1. The SI shall prepare an Integrated Project Plan for the entire project that covers detailed tasks which are intended to be performed as part of the project.
2. The roles and responsibilities for the project team along with support arrangements that are expected from MMTC need to be jointly arrived at and have to be signed off between the SI and MMTC.
3. The SI needs to prepare and submit an Inception Report, which will serve as the foundation document for all activities related to the project. Additionally, the Inception report must cover the risks the SI anticipates and the plans they propose towards mitigating those risks.
4. The acceptance of the Inception Report by MMTC or its nominated agency is necessary before proceeding to the next stage of the project.

### 5.2.2 Project Preparation

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A detailed project charter including the detailed project plan, indicating all activities with resources required their roles and responsibilities and time schedule of deliverables needs to be prepared at the start of the project and submitted to MMTC for approval.

The project charter should also contain detailed project description, approach and methodology, milestones, deliverables, project organization, roles and responsibilities, project risks and mitigation plans, dependencies etc.

The project charter should include a detailed program for installing and implementing the ERP system covered under this RFP. The program shall be in the form of a bar chart or any suitable format identifying key phases in various stages of the project.

The SI shall form a project team comprising the following key positions proposed in the proposal:

- Project Director
- Project Manager
- Technical Lead
- Functional Consultant Leads
  - Financial Management
  - Trading
  - HR & Payroll
  - Purchase and Sales Management including Retail Management

The SI shall not change any member of the Project Team during the entire implementation of the project. However, in the unlikely event of a change being required, the procedure for replacement of personnel shall be followed as per the agreement mutually signed by the parties.

### 5.2.3 Requirements Gathering and Analysis

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1. A high-level analysis of processes has already been done and functional requirements have been identified. The Functional Requirements as envisaged for this project are referred in the Annexure II of Volume I of the RFP document.
2. The SI needs to go through the document, and shall consult with MMTC wherever necessary, to obtain more details on the requirements of the project and have to get a sign-off separately for the Functional Requirements. The SI shall conduct a detailed Functional Requirements gathering and prepare a FRS document.
3. The SI shall conduct comprehensive discussion with MMTC (or its representatives) and subsequent analysis to ensure that each of the requirements captured during the FRS are covered in the requirements analysis and are later captured in the ERP system.
4. The SI must map the Functional Requirements to the proposed ERP system and analyze the existing gaps between the Functional Requirements and the functionalities provided by the ERP system. The SI should identify the customization requirements for the implementation.
5. Activities conducted as part of this task will result in the project deliverable “ERP - Functional Requirements & Software Requirement Specifications” (SRS) document, which shall detail the requirements of the complete solution up to the last possible detail.
6. The SI shall ensure that the ERP system would require the use of unique user IDs and passwords for authentication purposes and digital signatures/ Biometric as applicable in the future.

### 5.2.4 System Design

---

1. The SI shall prepare a comprehensive Systems Architecture and design documents for the ERP System after conducting a comprehensive analysis of the requirement for

ERP System in MMTC. This design should include Solution Architecture, Hardware Deployment Architecture, Network Design, Security Architecture etc. for the ERP system.

2. The Architecture document should give the complete architecture of the proposed ERP system. The documents including, but not limited to the following, shall be submitted for a sign-off.
  - Application Functional architecture
  - Format of all input screens including data entry requirements
  - Format of all reports that would be generated by the ERP system
  - Access control mechanisms, data security and audit trails to ensure that databases are not tampered with or modified by unauthorized users.
3. Build a complete audit trail of all transactions (for e.g. add, update and delete) using transaction log reports, so that errors in data, intentional or otherwise, can be traced and reversed. The most appropriate level of security commensurate with the value to that function for which it is deployed must be chosen. Access Controls must be provided to ensure that the databases are not tampered with or modified by the system operators. Implement data security to allow for changes in technology and business needs. Based on the requirements analysis conducted above, the SI must develop a comprehensive ERP System
4. Design and Implementation of the System Architecture: The SI shall be entirely responsible for the architecture of the system implemented to satisfy all features, functions, performance and security as described in this document including sizing of the required hardware. System architecture description provided in this document is for reference only. The SI should ensure all possible and required improvements.
5. The ERP system design must be such as to require the minimal installation, if at all, at the user's end, besides the Internet Browser. The ERP system should be able to support all latest common browsers (like Internet explorer, Mozilla, Chrome etc.).
6. The SI shall consider users' inputs when they are finalizing all design components including user interfaces, mode of data entry, storage and retrieval, outputs reports, queries and the application design as a whole.
7. The SI shall provide Plans for User Acceptance Tests (UAT) and System Integration Tests (SIT) including Performance Tests (PT) to MMTC and/or its designated Third Party Audit Agency (TPAA) and make the necessary changes to ERP configuration to optimize performance.

8. The SI shall be responsible for making sure that all the above considerations are adequately met. The SI shall deliver an architecture document covering the above aspects.
9. The SI shall make necessary provisions for management reports, dashboards, business intelligence tools, SMS gateway and Data migration in line with the expectations of users provided in the functional requirements.

#### 5.2.5 Business Design

---

The SI will perform a business study and prepare business design documents with required process re-engineering, process enhancements and gap-fitment analysis to map all business requirement of MMTC in the ERP system. The SI is expected to conduct workshops, give detailed presentations on the Business Design, which will include the gap analysis and specific recommendations for adoption of new improved business processes by MMTC.

MMTC shall constitute a project governance structure with adequate representation from all the stakeholders to review the recommendations of the SI and accord necessary approval for the Business Design report and Business Process Re-engineering measures to be adopted.

Business Design objective, approach and methodology should ensure the following four steps:

**Simplification and Standardization of Processes:** The processes of all divisions need to be simplified into logical steps. All processes need to be depicted into simple flow diagrams with clear linkages. This will help in reviewing some of the old manual practices in view of the integrated system scenario of the future. The SI also needs to explore and recommend the standardization of processes across all lines of businesses/divisions.

**Elimination of Redundant and Non Value Adding Processes:** After simplifying the processes, all processes are to be reviewed to eliminate the redundant steps and practices. Non availability of information across the departments results in repetitive and redundant activities in a manual work environment.

**Value Addition:** After eliminating the redundant processes, the re-engineering of processes need to be done keeping in view the standard best available processes/ practices available in the proposed ERP system software. The primary objective of this step is to enhance functional efficiency and process performance. This is the most important phase which will have a strong bearing on the overall performance of the final solution.

**Configuration:** After finalizing the To-Be process map, configuration through standard ERP system to be done. Configuring the To-Be processes in the system should be able to address all the defined requirements.

The SI shall submit a Business Design document covering complete requirement to MMTC and take a sign-off.

### 5.3 Supply, installation, implementation, configuration, customization, integration and testing of Enterprise Resource Planning system together with relevant database, licenses and other software in conformance to Industry standards

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The SI shall deploy a dedicated team experienced in installation, configuration, customization, integration and testing, implementation, deployment of the proposed ERP system. Preferably, minimal changes should be made to the ERP modules. This is important to ensure that future upgrades, enhancements and bug fixes are not impacted. Every custom development must be documented in detail and the code / script should be properly annotated with comments.

1. Configuring the specific ERP modules, third party bolt-on applications, development of interfaces wherever and whenever necessary.
2. The SI shall ensure that the proposed ERP system provides adequate interfacing mechanisms (both at the application and data level) with a view to integrate future applications of MMTC. Such interfaces shall follow industry standards such as Application Programming Interface (API's) and web services.
3. The SI shall supply and install the application, database and related software, integration tools, along with the customized source code and requisite perpetual licenses for ERP. The SI shall also describe and document the process to be followed for installing and operating the same.
4. The SI shall design the hardware configuration in line with contemporary principles and ensure that it comprises various servers including database, application, web servers etc.
5. The SI shall consider stakeholder inputs when they are finalizing all processes including user interfaces, mode of data entry, storage and retrieval, output reports, queries and the application design as a whole.
6. The SI shall provide Plans for User Acceptance Tests (UAT) and System Integration Tests (SIT) including Performance Tests (PT) to MMTC and/or its designated Third Party Agency and make the necessary changes to the ERP configuration to optimize performance.
7. The SI must ensure that granularity is built in the ERP application modules, sub modules and individual functionalities so that these functionalities can be enabled or disabled through the application administrator as per requirement.
8. The system must possess easy-to-use user interfaces, able to perform tasks with minimum of clicks, maximum select options and provide suitable short-cuts wherever possible and guided through screens.
9. The SI shall create and manage all necessary master files for the proposed ERP

#### 5.3.1 Compliance to Standards

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1. The SI shall ensure bilingual (English & Hindi) support and other relevant standard formats for display, Printing and transmitting of data.
2. The SI must ensure that the ERP technology components adhere to flexibility, interoperability, usability, availability, manageability, security and integration standards
3. The SI shall ensure adherence to all relevant standards as defined and notified by Government of India (GoI) from time to time
4. The SI shall ensure that application is in adherence with Government of India guidelines and rules such as Goods and services tax (GST), etc.

### 5.3.2 Reference Architecture

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The SI shall ensure that the solution and technology architecture of the ERP application is designed to meet the RFP requirements as described in **Section 7** of Volume I of the RFP document.

### 5.3.3 Deployment Architecture

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The SI shall ensure commissioning of core ERP application at the Data center/ Cloud and Disaster recovery center at NIC Cloud. The deployment of ERP application shall follow and comply with contemporary principles of Information Security Management System (ISMS) i.e. ISO 27001. The SI shall ensure the deployment of management and monitoring tools like Project Management, Application Performance Monitoring, version control (software as well as document), bugs tracking tools etc.

### 5.3.4 Testing and Hosting

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1. The SI shall conduct all tests as a part of standard Software Testing Life Cycle (STLC)
2. The SI shall facilitate MMTC or its nominated agencies to conduct User Acceptance Testing, Application Security testing (vulnerability testing and penetration testing) and Infrastructure Security
3. The SI shall host the ERP system at the facility finalized by MMTC

### 5.4 Manage the DC operations (including hardware & software related to DC/Cloud) and provide list of servers and other equipment's for hosting the proposed ERP system in the Data Center at MMTC corporate office, New Delhi or on Cloud

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1. The SI shall be responsible for providing details of server and other equipment's and related system software for hosting ERP system at Data Centre (DC) in the existing facility at MMTC premises in their corporate office in New Delhi or on Cloud.
2. The SI shall also be responsible for provisioning of the necessary underlying software, infrastructure for deployment of the ERP solution on Data Centre and also the Infrastructure required for hosting the ERP shall be provisioned from a Cloud service provider. Where applicable & available with the Cloud service provider, the SI

may also leverage the required system software (along with the necessary ATS as per the requirements of the RFP) as a service.

3. The SI shall be completely responsible for the installation, commissioning, testing and certification of the necessary software licenses and infrastructure required to deploy the solution on the Cloud offering or at the Data Centre at MMTC corporate office.
4. The SI shall ensure that adequate skilled technical and qualified staff is available to operate and manage the DC/Cloud at desired levels.
5. The recommended servers should be able to accommodate possible scaling up requirements in the future.

#### 5.5 Manage the DRC operations (including hardware & software related to DR) and provide List of central servers and other equipment's for hosting the proposed ERP system in the Disaster Recovery Center (DRC) at NIC Cloud

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1. The SI shall be responsible for provisioning of the necessary underlying software, infrastructure, for deployment of the ERP solution at NIC cloud. The Infrastructure required for hosting the ERP shall be provisioned from NIC, the Cloud service provider.
2. The SI shall also be completely responsible for the installation, commissioning, testing and certification of the necessary software licenses and infrastructure required to deploy the solution on Cloud offering at the Disaster Recovery Centre hosted on NIC Cloud.
3. The SI shall be responsible for providing details of servers and other equipment's and related system software for hosting ERP system at Disaster Recovery Centre (DRC) at NIC cloud.
4. The SI shall ensure that adequate skilled technical and qualified staff is available to operate and manage the DRC at desired levels.
5. The recommended servers should be able to accommodate possible scaling up requirements in the future.

#### 5.6 Facilitate MMTC in the estimation for Networking & Security requirements and all user computing infrastructure comprising hardware and software, and help in the procurement, installation, configuration and commissioning of the same as and when required

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1. The SI shall draw out and specify detailed specifications for the network that needs to be used for the ERP system to perform satisfactorily
2. The Networking requirement is for the list of offices as specified in Annexure I of volume I of the RFP document.
3. The SI shall ensure that the recommended network shall be able to accommodate possible scaling up requirements in future.

4. MMTC will have the option of working with current service provider or any other service provider.
5. The SI shall provide estimation of the requirements for the client side computing infrastructure comprising of hardware and software.
6. The SI shall help in installation, configuration and commissioning of the client side infrastructure

#### 5.7 Data Migration of Legacy Data

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Data migration including entry and validation of legacy data, and porting is the responsibility of the SI. The SI needs to migrate complete legacy records available in electronic format. Data shall be migrated from the current application and media to the new application prior to the 'go-live' of the respective location.

The SI needs to do the following on data migration from the existing legacy systems and/or data stored otherwise

1. Design the data migration & acceptance methodology and plan
2. Risk Identification and Mitigation Plan for Data Migration
3. Mapping of the data
4. Identifying the data gaps
5. Perform data cleansing for incorrect/ incomplete data
6. Providing templates for data collection
7. Extraction and Loading of the data
8. Listing of errors during data migration
9. Corrections of the migrated data during Data Quality Assessment and Review
10. Final porting of the data into the ERP system
11. Meta tagging of key words
12. Testing and obtain sign off on migrated data

The tool / utility for performing data migration must be designed by the SI after adequate study of the data to be migrated.

**Data Assessment:** The study of the source/legacy systems must provide comprehensive insights into the content, structure, quality and integrity of the source/legacy systems.

**Risk Identification and Mitigation Plan for Data Migration:** The SI shall identify all risks associated with the data migration and enumerate mitigation measures and prepare a Risk Identification and Mitigation plan for Data Migration. The plan must address the contingency measures to be adopted during the event of a data migration failure. It must also clearly specify measures to be taken to prevent data loss. It may be preferable to consider migration of data to a backup system at the same time as the new system to address data loss due to system failures.



**Data Mapping and cleansing:** Since there would be significant difference between existing database table structures and database table structures of new application, there must be mapping done between existing tables and proposed tables and data be made compatible for migration into new tables. A comprehensive data mapping exercise must be undertaken by the SI before embarking on data migration. A good data map will detail an in-depth cross-referencing of all mutual fields across the source system and the target system. It must include the following (but not limited to):

1. Names of applicable to and from fields
2. Lengths and data types of these fields
3. Mapping of relationships between entities
4. Check on the constraints, unique fields and integrity checks
5. Any logic involved in mapping such as string truncations or validations against any business rules.

MMTC will provide the complete information about the existing database. It is the responsibility of the SI to develop the tools, extract data from the database, check the data integrity and migrate the data. However, the complete data validation is the responsibility of MMTC. The SI shall be responsible for migration of operational data as required, including financial transaction data such as ongoing contracts, employee transaction data etc.

In the event of any gaps in data migration, the SI shall discuss with MMTC, document the findings and get it signed-off from MMTC

1. SI shall run mock data migration tests to validate the conversion programs that have been written.
2. SI shall validate the data before uploading the same to the production environment.
3. SI shall support in conducting the acceptance testing and verifying the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.

#### 5.8 Change Management and Capacity Building including Training of users for effective use of the system

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1. The SI shall impart training to MMTC employees and other key stakeholders on the usage and maintenance of the ERP system.
2. The SI shall provide a change management plan to MMTC which addresses the various aspects of capacity building and training. (Please refer to section 15 of Volume I of the RFP document)
3. The SI shall propose different training modules for different user profiles at appropriate timelines.
4. The SI shall provide such additional training as they deem necessary in order to ensure that the training imparted is comprehensive and complete.
5. The SI must also prepare Training Modules/content to enable the users for self-learning.

6. MMTC along with the SI shall identify key resources to impart skill based training to allow the “Train-the-Trainer” program.
7. The training material prepared by SI will be owned by MMTC and cannot be used without prior approval of MMTC

#### 5.9 Operation and Maintenance of the entire ERP System, including application for a period of Ten (10) years from the date of Final Go Live

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1. On successful completion of the implementation or the Final Go Live, the SI must extend Post Implementation Support (including warranty) till the end of the contractual period which is Ten (10) years from the date of Final Go Live.
2. MMTC may reconsider the renewing the contract for further five years based on the performance of the SI.
3. MMTC will only consider the cost of O & M for the first 10 years during the commercial bid evaluation, however the bidder is required to quote for the next set of 5 years as part of the commercial bid. This price is not binding on the bidder and the bidder can submit a fresh quote at the end of first 10 years in consultation with MMTC
4. The SI needs to provide the operational and maintenance support for the systems that are implemented and being used before Go Live. The other details of operational support are provided in Section 13 of volume I the RFP document.
5. The SI must also deploy a minimum of two resources at the Corporate Office and one each in the Four Zones such as North, East, South and West for a period of One year, to provide handholding support to the users at these locations.
6. The SI must provide a centralized Helpdesk and Incident Management Support till the end of contractual period. MMTC will provide space, desktops, telephone line and other minimum amenities.
7. The SI must provide centralized Technical Support for the O&M period from the date of Final goes live. The Centralized Technical support team will be Onsite in the corporate office in New Delhi.
8. During the operations and maintenance phase, the SI should:
  - a) Ensure that all necessary measures are taken for the smooth operation of the ERP system
  - b) Ensure that persons from MMTC support team are duly trained and prepared in a progressive manner so as to operate the system on their own, with a view to eventually takeover operations at the end of contractual term
  - c) Ensure that all necessary know-how is transferred to MMTC support team in an effective manner to facilitate a smooth transition. Performance metrics for the transition will need to be agreed between the SI and MMTC
  - d) Ensure adherence to baseline performance SLA matrix as defined in volume III of this RFP

## 5.10 Adherence to Implementation Plan and Project Governance Structure

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1. The SI must ensure phase wise implementation of ERP system at different project locations as defined in the RFP
2. The SI shall adhere to roles and responsibilities as defined in the RFP but not limited to with respect to design, development/customization, implementation as well as operations and maintenance of ERP system across all project locations in MMTC.
3. The SI must conform to the defined institutional mechanism for project review and monitoring including risk management during the entire contractual period

## 5.11 Documentation of ERP Project

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The SI must ensure that complete documentation of the ERP system is provided with comprehensive user manuals, and adhere to standard methodologies in the project life cycle as per ISO standard and/or CMM models. The following documents are the minimum requirements:

1. Communication Plan listing all stakeholders in the project, defining their roles and responsibilities
2. All Architecture documents, Design documents and, testing and deployment manuals etc.
3. Quality Assurance Plan stating the planned actions to ensure satisfactory delivery conforming to functional and technical requirements of ERP system.
4. Interface Control Document, documenting the interface characteristics of one or more systems and any previously documented information together with any agreements between interface owners.
5. Test Plan containing information on the software test environment to be used for independent testing, the test cases to be performed, and the overall testing schedule. This includes, schedule, resources, tools, procedures, environment definition, test cases, and software test results. The test plan document should have the information about the methodology, tools etc. The bidder has to provide the tools that are proposed to be used in the testing.
6. Operations Manual providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions).
7. User Manual (online or downloadable content) providing detailed instructions in the form of a narrative on how to use the application. In addition, it shall describe how to access, submit inputs to, and interpret outputs from the application.
8. A data dictionary listing out all the data elements shall be prepared.
9. The SI shall maintain all documentation related to the ERP system including software artifacts and database with adequate traceability matrix and version control.

## 6. Functional Landscape

The components of the proposed ERP system are required to cover all the functional areas of core business processes of MMTC. An indicative solution model but not limited to the following components is depicted in the figure below:



**Figure 7 Functional Landscape**

MMTC has carried out a functional requirements analysis and detailed functional requirements specifications are attached in Annexure II of Volume I of the RFP document for reference. The details (not exhaustive) of the functionality expected from each solution component are given below:

### 1. Trading

- a) Processing of demand/supply,
- b) Maintenance and processing of contracts,
- c) Processing of sales orders & delivery order(DO),
- d) Processing of purchase & Purchase orders,
- e) Control of orders and supply from logistics,
- f) Processing of invoices,
- g) Processing of complaints and refunds to customers,
- h) Credit control and customer blocking,
- i) Availability of material,

- j) Credits/debits,
  - k) Management of price lists,
  - l) Analyses of sales (customers, materials, trade groups, etc.).
2. Retail Management:
- a) Invoicing
  - b) Discount Schemes
  - c) Inventory Stock Transfer (Issue and Receipt)
    - i. Sanchi stock Issue
    - ii. Sanchi stock Receive
    - iii. Jewelry stock Issue
    - iv. Jewelry stock Receive
  - d) Inventory Reporting including age analysis, slow moving items, reports etc.
  - e) Inventory Stock transfer Reporting
  - f) Sales Reporting
3. Management and Financials
- a) General Ledger
  - b) Accounts Payable
  - c) Accounts Receivables
  - d) Management Accounting and Cost
  - e) Asset Management
  - f) Bills & Letter of Credit
  - g) Credit Line Management
  - h) Treasury Management
4. Sales and Distribution
- a) Purchase and Sales Order Management
  - b) Inventory Management System
  - c) Shipping
5. Human Resource & Payroll
- a) Recruitment
  - b) Performance management
  - c) Employee self-service
  - d) Payroll processing
  - e) Trainings
  - f) Leave management & Time management (should take care of the employee attendance requirement from the swipe machine for calculation of payroll)
  - g) Employee promotions, transfers and deputation.

- h) Various employee benefit trust management e.g. PF, Gratuity, Pension, Medical etc.
- i) CSR (Corporate Social Responsibility)
- j) Retired Employee Management

6. MIS & Corporate Planning

- a) Management Reporting
- b) Corporate Planning

The SI is expected to propose the future landscape/modules based on the functional scope and functional requirement (Annexure II of volume I of the RFP) along with the RFP response.

## 7. Technical Architecture & Requirements

The ERP system to be deployed by the SI shall implement all the necessary functional, technical, operational and other supporting requirements. The diagram below is the high level technical Architecture of the proposed ERP system.

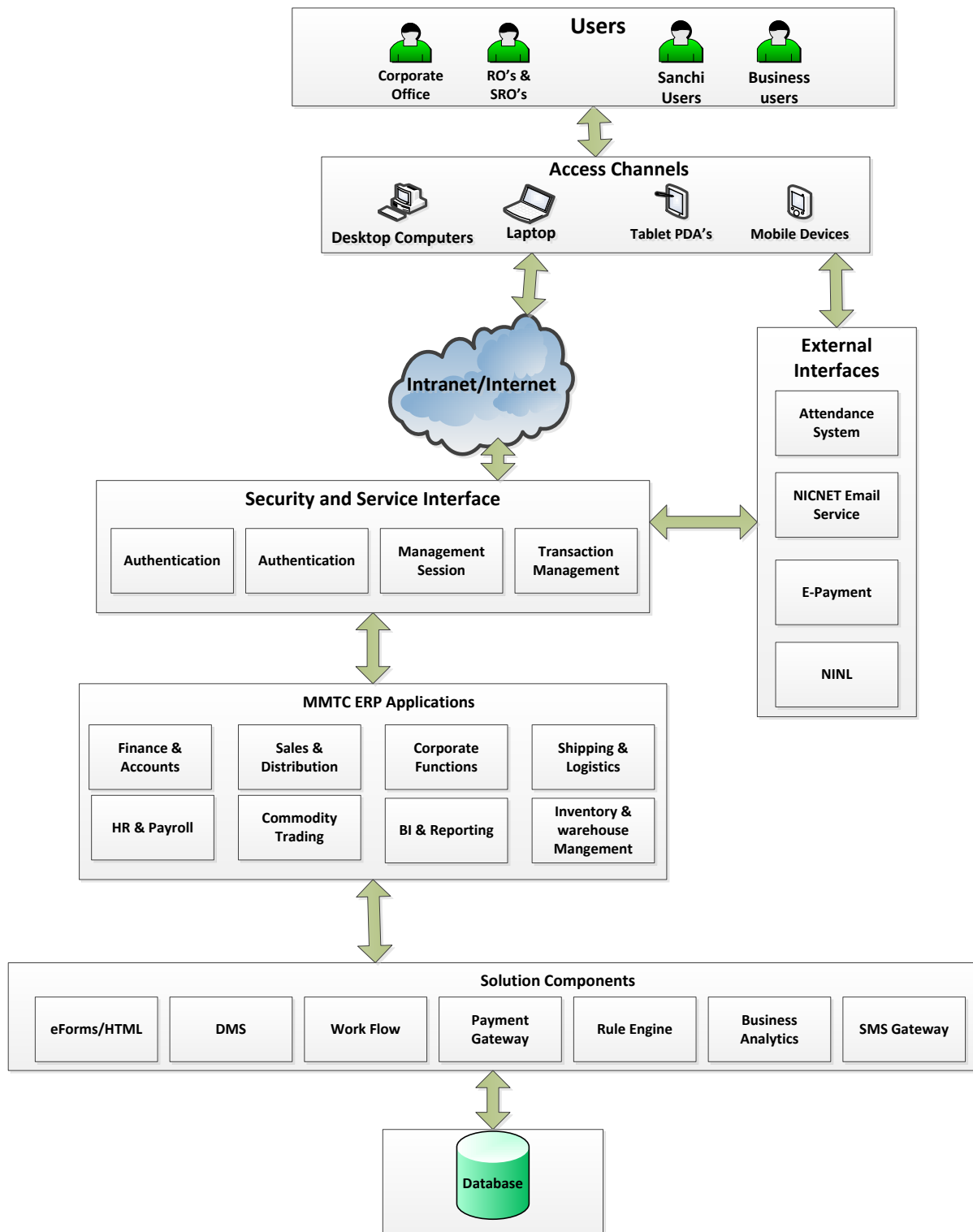


Figure 8 High Level Solution Architecture

### 7.1. Application-related Technical features

1. Application solution must be web based, built on enterprise application platforms with sufficient flexibility for customization based on MMTC needs.
2. Solution must use standard relational database management system
3. Language Support: All functionality must provide support bi lingual. All screens and templates should be in English. Where required, screen shall support Devnagri script. In addition application shall support Unicode formats for text editing, file name, data storage.
4. Dates: All functionality MUST properly display, calculate, and transmit date data, in (DDMMYYYY) format.
5. Peripheral Support: The application solution should support peripherals Integration with devices like mobile devices, Tablets etc.

### 7.2. Application and other standards

This section details the various Information Technology (IT) related standards that are to be considered while implementing the ERP system. The below mentioned components need to be taken care of while implementing the technology components for ERP:

#### Platform Flexibility

1. Web-centric, multi-tier architecture shall be used
2. Open Standards and Interoperability shall be considered
3. XML based standard shall be used wherever applicable
4. Compliance to SOA and Web-services

#### Interoperability

1. Usage of standard APIs
2. Service-oriented architecture (SOA) based
3. Support for industry standard databases with ODBC, JDBC and Unicode compliance

#### Usability

1. Applications should comply with Guidelines for Indian Government Websites / GIGW

### 7.3. Compliance with Industry Standards

The ERP system shall be based on and compliant with Industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of the system including but not limited to design, development, security, installation, and testing. There are many standards that are indicated throughout this volume as well as summarized below. However the list below is just for reference and is not to be treated as exhaustive.

Information access/ transfer protocols	SOAP, HTTP/HTTPS
Interoperability	Web Services, Open standards



Scanned documents	TIFF (Resolution of 300 dpi) for archiving JPEG and/or PDF for storage and dissemination
Document encryption	PKCS specifications
Information Security	System to be ISO27001 compliant
Operational integrity & security management	System to be ISO17799 compliant
IT Infrastructure management	ITIL / EITM specifications
Service Management	ISO 20000 specifications
Project Documentation	IEEE/ISO specifications for documentation
Internet Protocol	IPv6 ready equipment's

**Table 3 Industry Standards**

The system shall adhere to all the standards published by the Ministry of Electronics Information Technology, Government of India. (<http://meity.gov.in/>)

#### 7.4. Non Functional requirement for the ERP Implementation

The Non Functional requirement for the ERP Implementation which the SI will be responsible for are

1. The solution architecture should be platform and vendor independent.
2. The solution should provide for multi-tiered architectures.
3. System architecture should allow infrastructure simplicity and standardization.
4. The solution software including operating system should be certified for different types of hardware.
5. The infrastructure should be capable of supporting disaster recovery.
6. The solution should have capability to present all business process and data via familiar relevant office applications and should offer integration with all relevant Forms.
7. The system should support latest OS versions and provide compatibility to future versions

All MMTC components must be maintained with an ease such, that corrective and preventive maintenance can be performed on the system without affecting the entire working of the system.

The system should be designed to remove all single points of failure. The system should provide the ability to recover from failures and should also provide clustering features, thus protecting against many multiple component failures

The system should have the ability to scale up as and when the new business applications and services are added without compromising the performance of the overall solution. The architecture should be proven to be highly scalable and capable of delivering high performance as and when the transaction volumes increase.

The system should provide application architectures that are highly granular and loosely coupled. The solution architecture design should promote flexible business process management for future scalability. The solution should be interoperable in nature and design and development should be based on Service Oriented Architecture (SOA).

The system is required to cover critical business function and process modules and provide modularity that should support addition / removal of one or more modules as and when required. However these modules should be seamlessly integrated in the core application system. The solution architecture should allow minimum modifications so as to preserve the upgrade path.

1. The system should support interfacing with PDA, Smart Card readers, RF devices, data acquisition system, webcam, barcode reader, biometric system etc.
2. The system should support standard interfaces such as adapters, APIs to interface with standard application and legacy applications and support user exits.
3. The system should support real-time data updates and interfaces with software from other vendors.
4. Operating systems should have longer product life cycle (10 years or more) to avoid non-availability of various device driver (current and future) support as well as telephonic and web based support infrastructure in place directly from OEM. The OS should be the latest version available in the market.
5. The application should have automatic way of migrating the data of existing database in case of data structure change during transfer to new versions.
6. The system should support export and import of data possible from different legacy systems/other systems/databases in different file formats and on specified time intervals.
7. The ERP application should support SSL and digital certificates.
8. The system should be remote access integration compatible.
9. The system should support the use of fault-tolerant multiprocessor architecture and cluster processing.
10. The system should support auto-switching failover to other available server in case of server failure.
11. The system should support distributed processing.
12. The system should support load balancing.
13. The Enterprise grade Server operating system should support the essential network services like Directory Services, DNS, DHCP, Radius, Web Server, Application server, Cluster services (High Availability and Fail over Support), Global File system support and virtualization.
14. The Infrastructure technology stack (database, application server and other components) used by the application should be commonly used for developing custom applications that are not part of or an extension of the proposed package.

## 7.5. Security Requirements and features

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The SI will have to establish all the necessary procedures / infrastructure/ technology / personnel to ensure that the ERP System Security is not compromised.

### **Broad Security requirements are:**

Security features should be compliant with the e-Governance Security Guidelines (e Gov Security Standards Framework ([www.egovstandards.gov.in](http://www.egovstandards.gov.in))).

1. All systems should have integrated security features that are configurable by the system administrator to control access to the application, functional modules, transactions, and data.
2. Public key verification methods should be followed for verifying that the contents of a document have not been tampered with, and allowing the receiver to confirm the identity of the sender.
3. The applications should require the use of unique user IDs and passwords for authentication purposes and digital signatures, Bio Metric and other devices as applicable.
4. The application should allow for the following:
  - a) The enforcement of password standards
  - b) The establishment of a specified period for password expiration, and
  - c) The prohibition of recent password reuse
5. System administrator should be able to define functional access rights and data access rights by assigned user ID, functional role, and owner organization.
6. The systems should permit the system administrator to assign multiple levels of approval to a single user.
7. System administrator should be able to restrict access to sensitive data elements by named user, groups of users, or functional role.
8. System should be auditable as per requirements from time to time.
9. System should have audit logging capability to record access activity, including the following:
  - a) All log-in/log-out attempts by user and workstation;
  - b) User-submitted transactions;
  - c) Initiated processes;
  - d) System override events; and direct additions, changes, or deletions to application-maintained data
10. System should provide the ability to query the audit log by type of access, date and time stamp range, user ID, IP address and terminal ID.
11. All the information assets (information and information systems) should be classified and security should be defined according to criticality of the information asset. All the data / information contained within systems or in hard copies related to this project, are owned by MMTC. No information should be made public either directly or indirectly nor allowed to be accessed by unauthorized persons.

12. System audit should be enabled for all the information assets to establish detective controls. System should have evidences, like audit trails, logs, registers, proof of background checks, approvals from MMTC or its designated agency, support for various decisions, support for accounts etc. for the purpose of third party security audit.
13. System should have security incident management procedures. This incident management procedure has to use Technical Support facilities and should be reported in the incident management System.
14. Should have system development and change control procedures including effective segregation of duties and environment.
15. Proper protection against malicious software should be ensured. This would include implementation of an effective anti-virus solution, scanning viruses at regular intervals or on certain triggers and updating the solution as and when new patch is received from the anti-virus solution provider.
16. Should have proper logical access security for all the information assets. Entire network including servers, communication links, database etc., should be logically segregated from rest of the networks.
17. Should ensure suitable technical and procedural controls to protect the network. Wherever the ERP project network comes in contact with an untrusted network, additional security measures should be taken like firewall, IDS, DMZ, proxy server, encryption etc.
18. Should have a business continuity plan and a disaster recovery plan that should be implemented before commencement of the operations. Robust backup procedures should be established for the same.

#### 7.6. Audit Requirements

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MMTC may undertake an exercise of Audit and Certification of ERP system through a third party, after the completion of system implementation. The following methodology will be adopted by the SI:

1. The SI shall host only the pre-audited and certified, defect-free application/upgrades /patches at its Data Center/ Disaster Recovery Centre.
2. MMTC shall nominate a suitable, neutral and technically competent third party agency or agencies for conducting audit and certification, upon intimation by SI that the system implementation is complete.
3. The system shall be audited through a CERT-in empaneled audit agency.
4. The agencies nominated by MMTC shall establish appropriate processes for notifying the SI of any deviations from the norms, standards or guidelines at the earliest instance, after noticing the same, to enable the SI to take corrective action.
5. Such an involvement and guidance by the agencies shall not, however, absolve the SI of the fundamental responsibility of designing, developing, installing, testing and

commissioning the various components of the ERP system to deliver the services in conformity with the RFP, SLA and the Master Service agreement.

6. All changes suggested by the audit agency shall be implemented by the SI upon acceptance and approval by MMTC.
7. The SI shall extend all support to MMTC nominated Third Party Audit Agency (TPAA) for all the activities related to audit and certification.
8. The SI shall also provide access to MMTC and TPAA to audit its facility for the purpose of smooth conduct of audit and certification of ERP system.
9. The SI shall share with TPAA test plan, test cases and equipment including requisite test environment and test data at its facility for the smooth conduct of testing (including but not limited to functionality testing, security, performance, infrastructure audit etc.) audit and certification.
10. After the user acceptance test of the ERP system and its audit certification by TPAA. MMTC shall have the complete discretion to ask the SI to implement the system.
11. It is envisaged that there will be only one audit for the entire system implemented however MMTC at its discretion may decide to conduct more of this exercise

#### 7.7. OEM Services

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The SI is required to procure the services of experts from ERP OEM and make them available to MMTC. These services are basically review, expert advice and quality assurance services. The ERP OEM shall support the implementation process to ensure success of the project by actively participating right from the business design stage itself by staffing the project with experts. The ERP OEM shall provide these services to MMTC during the implementation project.

**Quality Assurance of the solution and methodology:** The respective OEM is to provide Expert Review Services, which should provide an independent and objective review of the solution and the methodology being deployed by the SI, identify any risks to the project goals and recommend appropriate corrective action. The aim of the review is to ensure the appropriateness of the Solution as configured, developed and deployed.

**Solution Capability Deployment:** MMTC would choose the ERP system based on what it is capable of offering to meet its business requirements. The experts from the OEM team are expected to support MMTC during the project to ensure that capabilities of the ERP system are deployed effectively.

The reviews are expected to take place at the following stages of the ERP implementation.

1. Project Preparation
2. Business Design
3. Realization
4. Final Preparation for Go-Live
5. Stabilization period

## 6. Final Go Live

The type of review will be dictated by the context of review and the subject of review. The different types of reviews will be

1. Project Review – the methodology and the activities
2. Solution review – the solution being configured, deployed, the processes adopted/designed
3. Technical review – the technical aspects of the solution configuration and the design
4. Document review – the plan and strategy documents, the design documents, test specifications
5. Development review – the development aspects of the solution for their consistency and practices
6. SI shall incorporate all the recommendations provided by the OEM experts as a part of OEM audit

### **The mechanisms, deliverables and follow up actions:**

The following will be the deliverables of such engagements and the mechanisms for follow up actions.

1. **The mechanisms.** All the review by the ERP OEM will occur in collaboration with MMTC and the SI team. The SI shall be required to participate in the Review program conducted by MMTC and the ERP OEM. The SI shall depute their competent persons to participate in the review programs. The Review program will look for best implementation practices while following a prescribed methodology. The extent and frequency of the review shall be determined by the ERP OEM in consultation with MMTC but shall be frequent enough to validate each of the major project milestones. While some of the review will be required to be done at the project site, some of the reviews of codes or documents can be carried out at the location convenient to the ERP OEM. The ERP OEM team will plan the activities in consultation with the SI and MMTC and the ERP OEM will report directly to MMTC on all the matters related to their activities.
2. **The deliverables.** The deliverables of the activities of the ERP OEM will, at the minimum include recommendation reports, suggestions on specific action items, minutes of the meetings and approval certificates.
3. **The follow up actions.** The SI is required to incorporate the recommendations arising out of the expert services provided by the ERP OEM. The ERP OEM also will be responsible for helping MMTC to get its suggestions/recommendations implemented. The ERP OEM should validate the incorporation of the review findings on behalf of MMTC. The efforts required for incorporation of the recommendations/suggestions/comments etc. arising out of the activities of the ERP OEM expert services, will be part of the normal implementation effort for the project

and treated as rework for inadequate quality. MMTC will not accept any change requests for these efforts.

### **User feedback and MMTC**

1. The SI is expected to build adequate mechanisms to get the feedback from different users of the ERP system during different stages of the project. The users/stake holders for providing their feedback will be identified by MMTC.
2. The SI is expected to deploy in this project the expertise and experience of similar projects carried out by them earlier. Although it is not expected that these experts will be full time on site for the project, it is expected that all the key deliverables will go through a review with these experts. Similarly the SI is expected to deploy all the quality assurance mechanisms as per international quality standards for this project.
3. The SI should clearly indicate up front what are the deliverables which will go through internal review, what type of expertise will be deployed for these reviews and what are the deliverables which will follow the quality assurance plans.
4. If any of the deliverables are not acceptable to MMTC or its appointed experts, it will have the right to seek deployment of experts from the SI to review the deliverables.

### **Mechanism to adopt feedback**

There are three types of feedback for the deliverables – from the ERP OEM, from the users/stake holders and from the internal experts of the SI. The following is expected from the SI on the feedback

1. All the feedback will be discussed with MMTC and based on guidance from MMTC, will be incorporated into the project
2. Since the feedback for any rework is by nature correcting the inadequacy of quality of the work produced in the first place, MMTC will not accept any change notice requests for these modifications
3. SI has to build adequate mechanisms to control the risks of time over runs possibly due to effort required to rework bad quality deliverables
4. SI has to indicate in the beginning and during the start of each phase how it plans to take feedback and the mechanisms to incorporate the feedback into the project plan and deliverables

The SI will report to MMTC on how the feedback has been incorporated into the project deliverables and take a sign off from the designated authority of MMTC.

### **7.8. Interface Requirements**

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MMTC is currently using IT applications from other system and wishes to continue them. Hence, the bidder shall develop interface with the existing application. The following are the details of interface requirements. This activity is envisaged to be done at the design stage.

External Interfaces	Purpose	Type of Interaction with ERP Application
NINL	To get information on Sales & Purchase order processed through NINL	SI shall provide an interface with the solution implemented at NINL to collect the information required by MMTC.
Attendance System	To record employee attendance	SI shall provide an interface with attendance system to capture the information through offline at 5 minutes interval.
NIC email Services	To provide seamless e mail services	SI shall provide an interface with the existing email services provided by NIC
E Payment	To facilitate electronic payment to employees, vendors / suppliers, customers/buyers etc.	SI shall make provisions for appropriate banking interfaces for payment with authorized banking partners of MMTC
Retail Management system Point of Sale Operation at different sales locations outside MMTC office	To provide exchange of retail trade information into the ERP system	SI shall provide an interface with the existing RMS Point of Sale application at Regional Offices level with 50 franchisees.
Indian gold coin (IGC)	To provide integration of IGC with ERP	SI shall provide an interface with the existing IGC Point of Sale application
E Procurement/ e-tendering	To provide exchange of information from MMTC procurement system	Si shall provide an interface with the existing MMTC's procurement applications

**Table 4 External interfaces with ERP Application**

## 8. Infrastructure Requirements

### 8.1. Data Centre / Cloud and Disaster Recovery Center at NIC Cloud requirements

The following section presents the specifications for the Data Center hosting the ERP system application. These specifications are required to be fulfilled as a minimum and the bidders



are expected to make their own assessment with respect to exact requirements and formulate their proposals accordingly.

A Disaster Recovery infrastructure shall be established commensurate with the need, to ensure minimum data loss in the event of failure of primary Data Centre. It shall be equipped to the extent required. The Data Centre shall be established in MMTC Corporate office in New Delhi or on Cloud. Final decision to host the proposed ERP system on physical servers at MMTC Data Centre or Cloud will be taken by MMTC in consultation with SI. Disaster recovery centre shall be established in NIC Cloud.

Active-Passive mode of Disaster recovery solution is suggested for the ERP system. The DR solution for ERP has two sites, one active (DC) and one passive (DR). Each site is a self-contained system. Replication of ERP important Servers data at the passive site can be done at latency of maximum 20 minutes. Incremental backups should be taken daily and sent across to the DR site. This means that at any point of time, maximum data loss MMTC can face is of last 4 hours data (RPO). It is recommended that asynchronous replication of data between DC and DR should be performed with an interval of 4 hours. Apart from backing up Data at the DR site, backups should be taken on external media (Tapes).

In case, there is a data loss at the DC, the SI shall restore the data at the Data Center from data backup devices. During normal operations, the active site will serve the requests. The passive site will not be performing any work but will remain on standby. In the event of failover of active site or switchover, the standby site will take over the active role, and all requests will be routed through that site. The DR set up is envisaged to be 50 % of the DC

MMTC shall decide the location for the offsite backup. The SI shall provide specifications for the fire proof storage facility for storing of media. The offline archival shall be available to MMTC in perpetuity.

The DC and DRC solution shall comprise of all core infrastructure components including but not limited to shared resources that are:

1. Racks
2. SAN Storage and Virtual Tape Library
3. Monitoring System
4. Access Control System, Physical Security and surveillance
5. Power Supply, UPS, Backup and Generator
6. Precision AC
7. Fire Prevention System
8. Router for terminating traffic coming from the internet
9. Core switch and other layer 2 switch for the LAN
10. Core information security equipment like firewall, IPS and IDS

11. Antivirus
12. Remote support services in case of any physical intervention required
13. Network Termination Facility for the Network Service Providers

Procurement of IT and Non IT components for DC (either at MMTC corporate office OR Cloud ) and DRC at NIC Cloud will be done by MMTC based on the recommendations by the SI. SI is expected to facilitate in the process.

The SI will provide availability and performance reports for the IT infrastructure installed in the DC and DRC along with other shared resources. The SI shall ensure that necessary reports are generated and SLA requirements are met. The monitoring and management should not result in procurement of a high end solution with large number of servers.

## 8.2. Network connectivity

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MMTC is using services of a reputed network provider, for providing network services to all office locations. The detail of this arrangement at present is given below:

S No	Location	Bandwidth
1	Corporate Office , New Delhi	6 Mbps
2	Regional Offices	256 kbps
3	Delhi Regional Office, New Delhi	512 kbps
4	DR Site at Chennai	4 Mbps

**Table 5 Current Network Arrangement**

Although providing network connectivity is not part of this RFP however the SI is required to come up with required bandwidth levels for all locations in congruence with proposed solution, in case the augmentation of bandwidth capabilities is required to achieve desired performance levels.

## 8.3. Deployment Architecture

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### ERP System Project locations and User Base

The list of various categories of offices along with number of such offices is available as part of introduction in section 2.4 of Volume I of the RFP Document. However the foreign offices are not part of scope of this RFP document. (Also refer Annexure I of the Volume I of the RFP Document). However the SI is expected to do a detailed assessment at the time of requirement study. Some of these user groups are only payroll users, and do not participate in other transactions. (For i.e. Grade 3 & 4 employees).

MMTC desires to implement ERP system that will cater to the following users:

User Type	Number of Users*
Employee Base	1100 ( Self Service Users)
<b>Functional Modules</b>	<b>300</b>
Finance (Accounts payable-AP, Accounts receivables – AR, General ledger – GL)	200
payroll	25
Logistics (bullion trading system – BTS, Shipping , Purchase order management, Sales order management, inventory management system, fixed assets)	50
Retail management System (RMS)	9 (Regional offices)

**Table 6 Project users (\*Subject to change)**

*Note: Retail users will have limited access to the system. Retail users are from different retail outlets on Pan India basis*

### **Scalability**

The SI shall plan and provide for horizontal scalability in such a manner that a new server can be added (or removed) dynamically, as and when required in future, without disturbing the normal functioning of the system. The vertical scalability in servers in terms of additional processors and RAM will have to be provisioned for handling future growth in transactions.

The SI shall provide exact requirements for SAN storage keeping in view the legacy data that needs to be digitized and stored.

The following indicative figures are given to help the SI in sizing. (Refer indicative BOM in annexure IV of volume I of the RFP Document)

1. The estimated concurrent logged in users would be 40% of the total users
2. The estimated users for ESS (for leaves, salary slip, service book etc.) are 1100. The estimated concurrent logged in users for ESS would be 20% of the total user's.

3. The details of retail outlet are mentioned in the annexure I of volume I of the RFP Document. The SI needs to provision keeping in mind scalability up to 100 outlets.

### **Availability**

The SI needs to indicate the critical components in the system and indicate the plans for fail-over mechanisms. The components shall be in redundant mode (N+1) configuration. The SI shall ensure that no single point of failure (SPOF) exists and enough redundancy is built in to the DC.

### **Interoperability**

The entire system/subsystem should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from several suppliers must interact well with each other.

### **Security**

The system must provide an end-to-end security blanket to protect the ERP applications, services, data and the infrastructure from malicious attacks or theft from external (through internet) hackers. Using Firewalls and Intrusion detection systems such attacks and theft should be controlled and well supported (and implemented) with the security policy. The security implementation shall cover all three layers namely physical, network and transport layer.

The SI shall deploy the application only after it is security audited and certified. Any module added or changed shall have to be audited further.

1. Tool-based Static Analysis (Source Code scanning) of code for critical applications
2. Black-box scanning of applications for vulnerabilities and their subsequent patching
3. Testing for vulnerabilities through manual audits based on the Open Web Application Security Project (OWASP) Top 10, subsequently code is hardened to remove the vulnerabilities found. This process performed iteratively shall certify the application to be safe for hosting

### **Server Security**

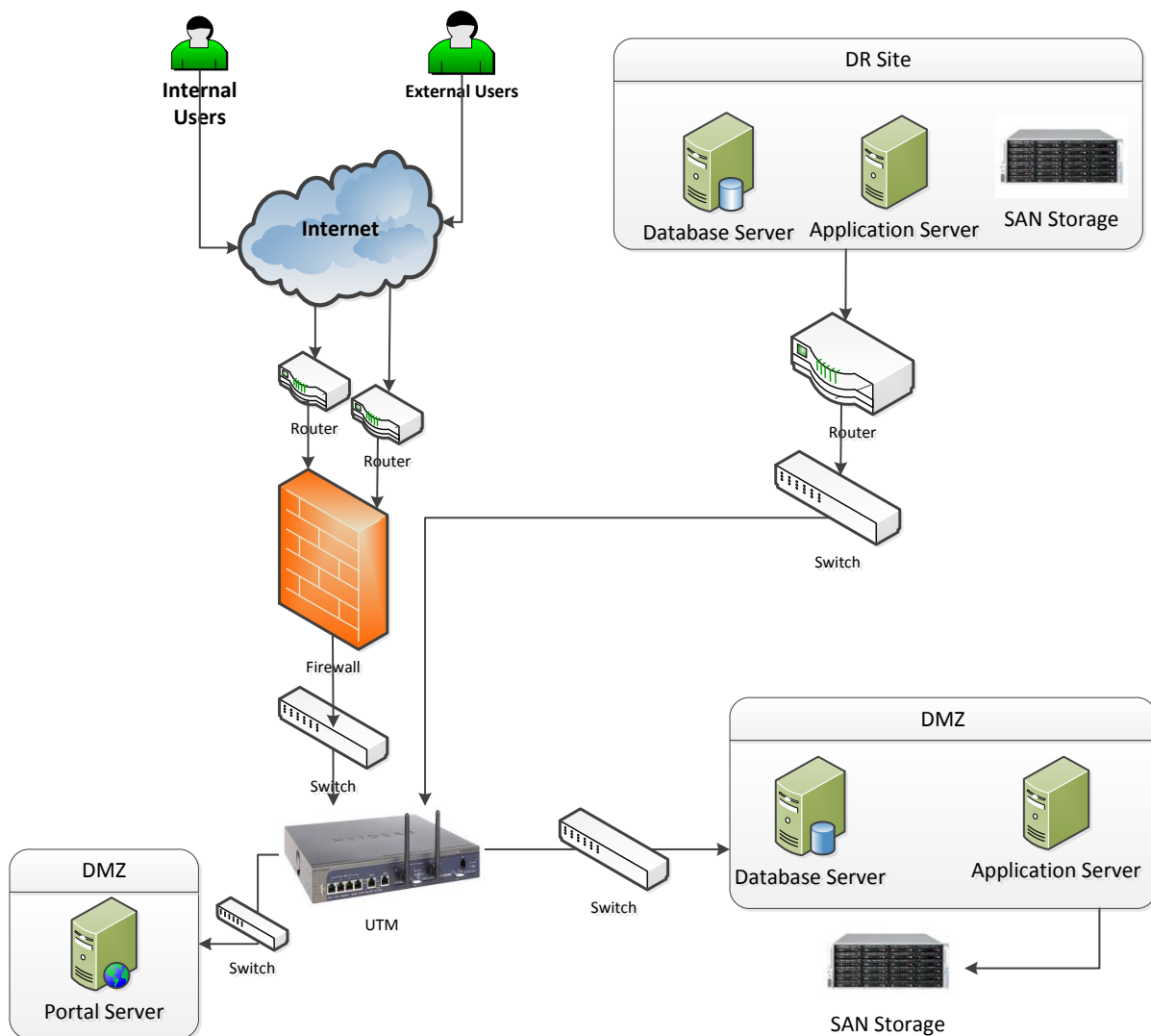
1. Vulnerability Assessment of the Server shall be carried out
2. Servers shall be hardened regularly
3. Additional Layer of Security shall be provided to applications by deploying these behind the Firewall

### **Virtualization**

The SI must propose virtualization techniques for deployment of the ERP modules for optimum use of resources and design the solution appropriately keeping in view the performance requirements.

1. The virtualization software should be supplied along with management software that should support creation, deletion and movement of VM's across different servers.
2. The SI is expected to propose the deployment architecture that is best suited for the ERP system.

The diagram below is the proposed connectivity for DC & DRC.



**Figure 9 Logical Connectivity Diagram of DC and DRC and MMTC Offices**

## 9. The implementation Methodology

The methodology to be deployed by the SI to implement the ERP system will have different

work elements and activities. All these activities and the work elements should coherently focus on achieving the following key results

1. Quality of the solution deployed
2. Customer satisfaction while deploying and during usage
3. Successful implementation in terms of completeness and timely accomplishment of the outcome

While there are different techniques and tools available as part of the methodology, the following are expected to be part of the implementation methodology to be adopted by the SI

1. Workshops with different stakeholders for capturing business requirements, creating awareness of best practices, communicating the changes, building consensus on process design, for signing off the deliverables etc. These need to be organized at different intervals and in different places throughout the duration of the project as demanded by the context.
2. Stakeholder consultation other than workshops, with those stakeholders who will be identified by MMTC, for the purpose of critical inputs, review, suggestions, process description etc.
3. Review sessions with different stakeholders for signing off the deliverables, walking through the deliverables for facilitating quick understanding
4. Reviews with experts from the ERP system OEM
5. Internal review mechanisms of SI for ensuring the quality of the solution and the deliverables
6. Adoption of the review comments - effective mechanisms to adopt the changes suggested
7. Documentation of proceeding – recording the developments, discussions, deliverables, using standard methodology and native tools available with the ERP system
8. Work standards/practices for documentation, configuration, testing, data migration etc.
9. Training different stake holders on a continuous basis

### **Implementation and Support Services**

- Implementation Services till Go-Live
  1. Management of installed Infrastructure
  2. Realization Configuration
  3. Customization
  4. Testing
  5. User Acceptance Testing
  6. Data Migration
  7. Training and Change Management

8. OEM Audit Services
9. Documentation
10. Cutover and Go-Live

- Post Go Live Stabilization Support
- Operations and Maintenance Support

### 9.1. Management of installed infrastructure

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The SI will be responsible for providing a full range of services in management of the offered ERP product including integration and supporting the operation of the proposed solution during implementation.

The SI will do hardware sizing for ERP system to meet the performance requirement as specified in the RFP scope of work.

### 9.2. Configuration / customization

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The SI shall be responsible for installation of ERP software, database, tools, and any other hardware component required for making the ERP system successfully operational as per the requirements of MMTC. The system is to be a single-instance; centralized installation servicing the entire organization. The ERP system will be installed at the location identified by MMTC.

**Configuration:** Based on the approved Business Design Document, the SI will undertake the system configuration and customization. After completion of configuration to the ERP system, SI shall carry out a trial run. If needed or/and the result is not up to the expectation of MMTC, further reconfiguration will be done by the SI in order to close any gap left in meeting the desired objective.

**Customization:** MMTC intends to implement ERP functionalities and the leading practices available in the offered solution, as far as practically possible. The SI is required to undertake customization that may be needed in line with the changed, improved or specific business processes requirement prepared during Business Design phase of the ERP implementation. However the same must be tested, accepted and approved by MMTC.

All custom development should be carried out in a controlled and planned manner with adherence to ERP prescribed coding standards and naming conventions. The SI needs to provide configuration, customization and installation documents to MMTC. SI should follow disciplined approach for configuration and customization which should not restrict MMTC for any future upgrades to its ERP system to this effect, the SI should provide a certificate from OEM which certifies that the SI has followed disciplined approach for configuration and customization of ERP system and it will not stop MMTC from future upgrades.

## Custom Developments

The SI should explore all options available in Standard ERP to meet the requirements, demonstrate standard options to MMTC. If MMTC concludes that no option meets the requirement and the requirement is critical for business, SI shall submit the case for custom development to MMTC or the agency appointed by MMTC. The following details should be submitted:

1. User Requirement Specifications
2. Functional Specifications Document
3. Complexity Classification under Simple/ Medium/ High, with justification
4. Any impact to Standard functionality/ features and future upgrade
5. Effort and Time-line Estimation
6. Impact to project time-lines/ deliverables

MMTC reserves the right to seek customisation to meet its unique requirements and validate the design or findings suggested as custom development by the SI. In case it is difficult to arrive at the reasonableness of these requirements on customization during the implementation, the same shall be resolved through discussions. In case the issue is not settled, the same shall be referred in the first place to the Steering Committee. The committee may at its discretion co-opt any subject expert internal/external of MMTC who in its opinion may help in resolving the dispute. The decision of the Steering Committee and or the subject expert internal/external of MMTC appointed by the Steering Committee is final. MMTC reserves the right to get the functional specifications and effort reviewed by an external consultant.

It is estimated that the below mentioned number of objects needs to be custom developed during the implementation of ERP system. Hence, the bidder shall include the cost of custom development for the below mentioned items in its quote. Any custom developments over and above the below mentioned shall be paid to the bidder on the basis of blended man month rate quoted by SI in the commercial proposal.

### 9.2.1 Custom Developed Reports (Includes reports/ Custom Dashboards)

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1. Estimated number of Custom Reports: 150
2. Estimated Break-up: 45 Simple, 75 Medium, 30 Complex

### 9.2.2 Custom Developed Forms and Print Layouts

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1. Estimated number of Custom Forms: 100
2. Estimated Break-up: 30 Simple, 50 Medium, 20 Complex

### 9.2.3 Custom Enhancements

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1. Estimated number of custom enhancements: 50
2. Estimated break-up: 10 simple, 30 Medium, 10 Complex



#### 9.2.4 Custom Workflows

1. Estimated number of Custom Workflows: 100
2. Estimated break-up: 20 simple, 60 Medium, 20 Complex

#### 9.2.5 Custom Interfaces

1. Interface to the external system as mentioned in the previous sections.

#### 9.2.6 Custom Data Conversion Programs

All the data conversion and migration programs required as per the details given in the previous sections.

MMTC reserves the right to assign selected custom development requirements to trained technical team of MMTC. In such cases, SI shall remain responsible for overseeing the developments and also be responsible specifically for

1. Creation of Functional Specifications Document
2. Review of Technical Specifications
3. Code Review
4. Integration Testing

#### 9.2.7 Complexity Guidelines

The following is the criteria to classify each type of Custom Development Object on complexity

##### Reports

Simple	Medium	Complex
Involves selecting data from multiple tables and re arranging them	Involves sub screens, multiple queries and data drill down operations	Involves use of procedures for querying and fetching data from various modules

##### Forms

Simple	Medium	Complex
<ul style="list-style-type: none"> <li>• Involves changing standard Forms by changing the layout.</li> <li>• No Changes to the driver program.</li> <li>• Printing to be done on a plane paper.</li> <li>• Max of 4 windows involved in the form.</li> <li>• Max of 5 fields on each</li> </ul>	<ul style="list-style-type: none"> <li>• Simple Changes to the driver program.</li> <li>• Printing to be done on a plane paper.</li> <li>• Max of 6 windows involved in the form</li> <li>• Not more than 3 pages involved in the form.</li> <li>• Not more than 2 simple boxes involved in the</li> </ul>	<ul style="list-style-type: none"> <li>• Involves Adobe / Jet form.</li> <li>• Involves using any other third party tool.</li> <li>• Printing to be done on a pre-printed Paper.</li> <li>• Number of Pages involved more than 3.</li> <li>• Complex changes to the form.</li> </ul>

of windows	whole form.	<ul style="list-style-type: none"> <li>The driver program is being written from scratch.</li> <li>Sending E-mail as HTML.</li> </ul>
<ul style="list-style-type: none"> <li>No boxes involved.</li> </ul>	<ul style="list-style-type: none"> <li>Involves Label Printing.</li> <li>Involves sending the output on E-mail or into PDF</li> </ul>	

### Interface

Simple	Medium	Complex
<ul style="list-style-type: none"> <li>Single Transaction Involved.</li> <li>No File validation.</li> <li>No. of fields to be uploaded not more than 10.</li> <li>No error log to be generated.</li> <li>Maximum one input file.</li> <li>No Header – Line item kind of relationship.</li> <li>No table control involved.</li> </ul>	<ul style="list-style-type: none"> <li>Max. of 2 transaction codes involved.</li> <li>Values in the file need to be validated.</li> <li>No of fields to be uploaded is less than 15.</li> <li>Error log to be displayed on the screen.</li> <li>Maximum of 2 input files.</li> <li>Table controls involved.</li> </ul>	<ul style="list-style-type: none"> <li>More than 2 transactions Involved.</li> <li>Complex validation on the input files.</li> <li>Authorization checks to performed before calling the transaction.</li> <li>No. of fields to be uploaded is more than 15.</li> <li>Error log to be downloaded.</li> <li>More than 2 input files.</li> <li>Header – Line item kind of relationship exist in the data.</li> <li>More than one table controls involved</li> </ul>

### Enhancements

Simple	Medium	Complex
<ul style="list-style-type: none"> <li>Involves simple processing logic.</li> <li>Like a typical Function Exit with all the parameters provided.</li> <li>No need to search for the user exit.</li> <li>Does not involve screen exit.</li> </ul>	<ul style="list-style-type: none"> <li>Involves Screen Exits with not more than 2 fields.</li> <li>All the parameters involved are clearly provided in the specs.</li> <li>Involves complexity in the processing logic.</li> <li>The changes in the existing ERP program</li> <li>Modification of standard program clearly specifying</li> </ul>	<ul style="list-style-type: none"> <li>Involves Screen Exits with more than 2 fields.</li> <li>Complete understanding of the whole program is required before applying the Enhancement.</li> </ul>

the changes.

### **Objects not considered as Custom Development**

The below list of items developed or changes to standard items shall be considered as “Configuration” and not as “Customisation”. The SI shall not expect or propose any additional charges for developing the following objects.

1. Use of ERP provided Customer/ User Exits to achieve specific process requirements/ expectations
2. Configuration of Field selection and Screen Layouts
3. Definition and assignment of User Defined statuses for various objects
4. Definition of Authorization Controls and Assignment
5. Configuration of standard Workflows
6. Seamless integration across all ERP Products, ERP add-on products/ components
7. Reports developed in functional area using Report Writer/ Report painter/Report Developer (Report writing tool)
8. Standard Reports and Variants Change to standard reports/ information systems to define and enable User Specific Variants
9. Change to ERP standard forms to incorporate standard texts and logos.
10. Conversion Programs developed for migrating Master Data and Open Data for Go-Live from existing applications.
11. Interface of ERP systems with the external applications mentioned in this RFP.
12. All Government of India rules and regulations or changes will not be treated as custom development

### **9.3. Testing**

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As part of testing, the SI shall cover all activities during the implementation process (configuration of business processes, development such as conversions, interfaces, reports) which prove that system settings are correct as per business requirement of MMTC. In doing so, the SI shall include test plans, tests cases, and testing report.

The SI shall create the test strategy document that defines the requirements and goals of ERP configuration, determines the tools and methods used to check that the system responds correctly, determines how and when the test will be performed and recommends how the approval process should occur.

The test strategy document shall guide the project team through the implementation to ensure that planning and conducting testing activities in the various phases of ERP implementation as mentioned below.

#### **9.3.1 Base Line Testing**

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The purpose of Baseline Scope testing activities is to plan and conduct testing to validate the Baseline configuration. Baseline Scope testing shall ensure that Baseline configuration is valid, and supports the business processes defined in the Blueprint.

Baseline Scope Testing shall include: (a) Unit Testing: Testing of transactions and functions within modules and (b) Scenario Testing: Testing of business processes and scenarios

Baseline Scope testing shall be carried out in three steps:

**Define Baseline test cases:**

1. SI shall develop the baseline test plan with scenarios and test data to be used for testing based on the test templates.
2. For simple transactions, testing (unit testing) shall be done straightforward during configuration and the results shall be recorded.
3. For transactions that are very complex involving multiple screens, functions and variations to run, the transactions shall be documented and tested with a Business Process Procedure, maintaining the test section with test conditions and variations of the standard transaction, or with case procedures, maintaining the test section.
4. SI shall use the Test Scenario template entering every single step (transaction) with input and output data to document process flows.

**Create Baseline test plan**

5. SI shall organize and follow up the unit and scenario testing at the Function/Module level during Baseline scope testing.
6. SI shall assign timeframes and resources for testing.

**Test Baseline**

7. SI shall use the Baseline test plan and the test cases to test Baseline configuration.
8. SI shall update the Baseline worksheet with status and completion date information.

### 9.3.2 Development Testing

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The SI shall after development and customization/configuration of the ERP system, conduct tests to demonstrate that the system meets all the requirements (functional and Non Functional) specifications as brought out in this RFP and would be in accordance with the procedures detailed in the approved process document.

On the basis of these tests, a report would be submitted by the SI for review and approval by MMTC. The test results and response times should be demonstrated by the SI during the testing phases (System, integration & Stress and Load testing) at each MMTC location in an environment/infrastructure as mutually agreed upon by MMTC and the SI.

The development testing shall cover testing of:

1. Unit testing of customer-specific development

2. Conversions
3. Enhancements (User-exits and other code enhancements)
4. Reports

Development should be tested by the process owner to make sure that the test results (output data) are correct, and reflect the business processes defined in the Blueprint.

After development unit testing is completed, all customer-specific programs and forms shall be included in the Final Integration Test

### 9.3.3 Integration and System Testing

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The purpose of the Integration Test shall be to plan and execute the integrated components, including simulation of live operations, and analyze the results, important for the functional verification of the production system.

Integration testing shall be accomplished through the execution of predefined business flows, or scenarios, that emulate how the system will run the processes of MMTC. These business flows, using migrated data from the pre-existing systems, shall be performed in a multifaceted computing environment comprising of ERP products, third-party software if any, system interfaces and various hardware and software components. The integration tests shall build the necessary level of confidence that the solution is complete and will perform the processes of MMTC.

Integration testing shall focus on cross-functional integration points, as well as end-to-end business processes. The Final Integration test plan shall start with the testing of the cross-functional integration points (touch points) and end with the end-to-end testing of critical business processes identified within the Business Blueprint.

Integration testing shall be done in two iterations.

1. The first iteration (Integration Test) shall concentrate on testing all important business processes inside the ERP system, starting with touch point scenarios and ending with end-to-end-scenarios. It will be done by SI's functional consultants. Customer specific development like user-exits and transactions and authorizations and user roles would also be tested in the Integration Test.
2. System Testing, as a second iteration, shall focus on the most important cross-enterprise scenarios with touch points to external components, including testing of conversions, interfaces, reports, and the necessary authorizations. It will be conducted by MMTC users with the guidance of project operations committee.
3. Integration and System tests need to be an evolutionary process that is driven from the previous testing efforts. The test cases and scenarios that were used for Baseline need to be reviewed by MMTC and enhanced for the integrated and System test. These selected cases will be combined to represent a business process flow such as a

revenue cycle or a material acquisition cycle. Problems encountered during these efforts also need to be tested under an integrated environment.

#### 9.3.4 Load and Stress Testing

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Load, scalability and stress testing would be conducted prior to commissioning & Go Live, once the System Integration testing of the configured and customized solution has been conducted successfully. The SI in consultation with MMTC needs to plan testing performance criteria. The SI should use suitable simulation tools in accordance with the agreed test procedures keeping in view MMTC's projected future load of transactional users as proposed by SI and agreed by MMTC. After successful testing and its clearance with MMTC, the solution would then be considered as ready for commissioning.

#### 9.4. System Acceptance

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The SI will develop acceptance test procedures and the same will need to be approved by relevant stake holders of MMTC. The purpose of this acceptance is to ensure conformance to the required process operations response time, the integrity of the application after installation, and to eliminate any operational bugs.

This will include:

1. Fine tuning of the application, ensuring all required related component software are installed and any debugging required.
2. The acceptance tests will be carried out before Go-Live at site.

At the satisfactory conclusion of these Acceptance tests to the satisfaction of MMTC, the implementation of the application shall be considered to be complete however if any bugs/errors is reported by MMTC, the SI shall be responsible for taking the corrective action immediately.

#### 9.5. Cutover and Go-Live

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The scope of Cut over would be for each of the core and support processes. The Cutover Strategy needs to detail the sequence of activities required to achieve this and propose drawing up of a schedule for the tasks, dates, data conversion and the upload of the necessary balances and open items into the system before Go Live.

The key requirements for cut over are as follows:

1. The Cut over plan should detail the strategy by which the data will be uploaded for the different sites and the nature and volume of backlog transactions. Specified forms/formats/templates to put the data in.
2. It should detail the Data elements and open item strategy logic used for planning cut over before go-live.
3. It should describe the various pre requisites and assumptions used for each of the data elements before uploading in the live system.

4. It should detail the various business decisions to be taken collaboratively by MMTC and SI for finalizing the cut over strategy.

MMTC will consider Go-Live date of the ERP system once “Certificate of System Acceptance” is provided to SI. MMTC shall provide the certificate on following acceptance criteria:

1. The SI is required to undertake the following to review readiness for “Go Live”:
  - a) Facilitate in setting up central help desk for any queries
  - b) Review the usage and performance of the system till it stabilizes
  - c) Ensuring resolution / Documentation of all issues raised during implementation
  - d) Final configuration/ integration, volume and stress testing
  - e) Switch over to production environment.
2. Declaration of “Go Live” – the system will be declared “Go Live” when the following tasks/activities are accomplished satisfactorily
  - a) Acceptance testing
  - b) Installation and commissioning of Hardware
  - c) Data migration
  - d) Training
  - e) User creation / role identification

The Final Go Live will be after completion of stabilization period for that specific phase.

3. User Adoption Support: The SI shall provide User adoption support, by deputing technical and functional consultants at the client site after implementation of ERP system at that site. During the Implementation period prior to “Go Live”, the SI shall support MMTC users in using the system.
4. Final Go live: The system will be declared Final go live when the following tasks are accomplished
  - a) Stabilization period after Phase II go live
  - b) Generation of annual financial statements/Balance Sheet from the new ERP system for MMTC

#### 9.6. Post Go-Live Stabilization Support

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The SI shall provide post Go-Live support, as part of this scope; by continuing the deployment of the same technical and functional consultants at site for full three months after implementation and Go-Live. During the stabilization period the SI would help MMTC users to correct any errors/bugs incurred while executing transactions, generating reports, handholding for one financial quarter closure. The SI will update the user manuals and configuration manuals accordingly.

## 10. Implementation Approach and Project Timelines

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The overall implementation of the ERP system is envisaged to be completed in 12 months (One Year). The entire implementation would consist of ERP system software and customization to meet the requirements of MMTC. Implementation is expected to be completed within 12 months from the date of signing of agreement with the SI.

### Implementation Approach

The implementation of the Modules would be phased in progressively, covering successively different geographies and user groups. A summary of the Approach for Implementation is provided below for better understanding of the Bidder

Sr. No	Phases	Locations	Timelines
1	Phase-I	Corporate Office , New Delhi & Delhi Regional office	T + 40weeks
2	Phase-II	Rest of the Locations	T + 52 weeks

**Table 7 Timelines for Project Implementation**

### Project Management Plan

The SI is expected to follow the schedule as mentioned. Each of the milestones should be accompanied with a presentation on the deliverables by the SI, related to that milestone. The submission of deliverable will be deemed complete after the submission of the hard / soft copy of the deliverable and the presentation by the SI.

The “Expected Date of Completion” as mentioned in the table above is the date by which the deliverable shall be submitted to MMTC. The SI shall ensure that the deliverable is accepted by MMTC as per schedule mentioned in the table above post review.

The SI shall follow prudent project management practices commensurate with the best international standards during the course of the project implementation. While the actual process of application customization will remain an internal activity of the SI, it is important that MMTC or their nominated agencies shall have adequate visibility into such processes.

The following are some of the major guidelines to be kept in mind for Project Management.

1. **Scope Management:** The requirements in general and the customization requirement in particular, shall be collected and documented clearly. The scope and



requirements shall be controlled against a baseline and any changes shall be communicated to MMTC and documented.

2. **Time Management:** The SI shall prepare a detailed project schedule conforming to the stake-holder expectations and exercise stringent control of the schedule. A periodic report on the progress and deviations should be shared with MMTC. Any schedule conflicts with respect to project and/or deliverable timelines will have to be resolved by SI in consultation with MMTC and/or its nominated agencies and approved by MMTC. Thereafter the approved timelines will have to be adhered to by the SI, unless specified otherwise.
3. **Quality Assurance and Quality Control:** A detailed Quality Assurance Plan shall be prepared and shared with MMTC. The same shall be monitored and SI shall share a periodic report on the quality activities. These shall include:
  - a) Architecture and Design Review Reports
  - b) Test Plans Review Reports
  - c) Test Execution Review Reports
4. **Project Risk management:** The SI shall document the risks during implementation and share the same with MMTC. This shall be periodically reviewed and shared with MMTC. A report on the periodic risk analysis, risk responses planned, mitigation strategies executed shall be shared with MMTC.

The SI shall store all the Project Management and Delivery artifacts into a secure configuration database and give access to MMTC for view purposes. During the O&M period, any change requests and enhancements to the software shall be similarly documented so as to create a comprehensive repository of all artifacts relevant to MMTC stakeholders. This will serve as a valuable knowledge input during Exit Management and also for any statutory audit.

## 11. Project Deliverables Schedule

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The SI must submit a detailed schedule for the below mentioned milestones and deliverables (but not limited to) that would be delivered during the course of the project plan. The table gives a set of high-level activities and corresponding deliverables expected, which MMTC envisions to be required as part of this project. The SI should use this list only as guidelines in terms of expected deliverables. The SI is required to furnish detailed information regarding each deliverables of every step of activities proposed during and after the implementation of the project.

The proposed timeline of submission of the deliverable are mentioned in 'T+ W' format wherein 'T' shall specify the date of signing of agreement and 'W' shall specify the number of weeks after the signing off the contract agreement when the deliverable would be submitted. The SI shall be bound with the proposed and finalized (after discussion with

MMTC) project plan and timelines of submission of deliverables.

Following are the list of Key milestone and deliverables (but not limited to) for the implementation phases as part of ERP implementation at MMTC.

Sl. No	Activity/Task	Deliverables/ Milestone	Timelines (In Weeks)
1	Project Award & agreement signing between MMTC and successful System Integrator		Project Start Date = T
2	Project Planning	a) Project plan covering Design Document & Realization Phase b) Design Documents Plan c) Project Charter d) Data Migration plan e) Resource loading Schedule	T + 4 Weeks
3	Design Phase	a) Finalised To-Be process report (Study of existing processes and suggestion on To-Be processes based on best practices) b) Finalised customisation requirements c) Module Configuration Documents d) Finalised System requirement specifications d) Final Training plan	T + 18 Weeks
4	System Development	All Components	T+ 30 Weeks
5	System Testing	Unit & Integration Testing of all Application Components	T + 34 Weeks
6	Data Migration	Data Migration acceptance certificate	T + 32 Weeks
7	User training at Corporate Office & Regional Office at Delhi	Application manuals and Training manuals and other training artefacts	T + 32 Weeks
8	User training at other office Locations	Training manuals and other training artefacts	T + 40 Weeks

Sl. No	Activity/Task	Deliverables/ Milestone	Timelines (In Weeks)
9	Infra System Design	Approved System design document (High and Low Level Design including Data centre at MMTC or on Cloud and Network architecture)	T + 17 Weeks
10	Complete DC & DR Implementation	Acceptance of DC & DR hardware and software Implementation report	T + 33 Weeks
11	UAT Sign-off for ERP Application and DC & DR	UAT sign off from MMTC	T + 38 Weeks
12	System Audit	System Audit report	T + 39 Weeks
13	Final Acceptance Test & Go-live phase 1 Deployment	Acceptance test report for Go-Live Phase 1	T + 40 Weeks
14	Final Acceptance Test & Go-live phase 2 Deployment	Acceptance test report for Final Go-Live Phase 2	T + 52 Weeks
15	Stabilization Period	Monthly action taken report on bugs and other improvement report	3 months after each Go Live
16	Post Go-live Support	SLA adherence report on a monthly basis	5 years after acceptance of Final Go Live

**Table 8 Project Milestones and Deliverable Schedule**

## 12. Deliverables Acceptance Criteria

The acceptance criteria for each phase are the submission and acceptance of all deliverables should be specified for all the project phase proposed by the SI. A list of standard deliverables (at the minimum) for each phase is listed above. The formal acceptance by MMTC of the phase deliverables constitutes completion of the phase and approval to launch the next phase.

Acceptance criteria for each deliverable will be established in accordance with the process described in the following paragraph prior to the beginning of each phase.

Project deliverables at each stage would be reviewed for acceptance by MMTC as per mutually agreed timelines.

The SI should provide templates of proposed deliverables. At the onset of each phase, SI will meet with MMTC Project Manager to review the applicable templates, tailored to accommodate the needs of the project, and agree on the scope, format, and content of each of the major deliverables for that phase. The agreements made during this meeting will be captured in a Deliverable Review Document (DRD) for each deliverable. A deliverable evaluation scorecard will be used to measure the deliverable (completeness, consistency, quality, and presentation) against the acceptance criteria defined in the DRD.

As project deliverables are submitted, MMTC will review them against the agreed upon DRD and either accept them or provide comments within Ten days after receipt. When comments are provided, the SI will address the comments and revise the deliverable and resubmit it within five days.

The MMTC team will give a go ahead to move from one phase to the other phase only after the deliverables of a particular phase are accepted by the concerned authority. So the protocol for submission, review, revision and acceptance will be established at the beginning of the project or for some deliverables at the beginning of that particular phase. The SI is required to propose the details of this protocol as a part of the proposal.

### **13. Operations & Maintenance**

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The SI shall provide Operation and maintenance (O&M) services to MMTC for a period of ten (10) years from the date of Final go live of the ERP System and also during the interim period between phase I go-live and phase II go-live.

MMTC may re-consider the contract after Ten (10) years, based on the performance of the SI for a period of Five (5) years.

The SI shall adopt an integrated service model for providing O&M services. The SI shall be responsible for end to end provision of O&M services including planning, delivery and execution of services during the contract period. The SI shall deploy the required resources and is responsible for the Operation and Maintenance services that include, but not limited to, IT Application (software, hardware), IT infrastructure such as, Servers, Equipment and other infrastructure that are in the scope of this RFP.

The bidder shall provide Operation and maintenance (O&M) services to MMTC for a period of Ten (10) years from the date of Final go Live of the ERP System and also during the interim period between phase I go-live and phase II go-live.

### **Support Requirements**

The support will address all user level queries, fixing bugs, enhancements, changes to configurations, customizations, patch updates, upgrades, database administration, security etc. The Operation & Maintenance of the Overall System Solution (including but not limited to Hardware, System Software, Application Software and other Infrastructure) shall be for the O&M period from the date of Final Go live.

The SI shall provide operations and maintenance support to maintain and support IT infrastructure for all the deliverables provided to MMTC.

The services covered under post implementation support include:-

1. Comprehensive Annual Technical Support Services (ATS) on all the licensed software (ERP product, associated software components, database, operating systems, etc.) has to be provided by the SI for the O&M period from the date of Final Go live.
2. Applications Functional Support (AFS) for the O&M period for the delivered ERP systems which will cover all the solution components.

### **Performance Requirements**

The number of users and approximate concurrency figures are given at Section 8.3 of Volume I of the RFP document. Actual requirement of users / module will be ascertained by the SI during implementation.

1. The average application response time(s), application availability and other performance parameters are given in the SLAs of Volume-III of this RFP
2. The application software should be designed to cater to this load without any degradation of performance as explained above
3. The database schema and design should be capable of handling current and future loads

4. System should be upwardly scalable in the event of increased usage of the system or new business requirements
5. The SI shall provide comprehensive report every month on the performance of the server side infrastructure
6. MMTC may with prior notice audit such measurements to their satisfaction

### 13.1. Operations and Maintenance Support

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#### 13.1.1 Operation and Maintenance from the date of Go Live

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Operation and Maintenance of the entire ERP System including, but not limited to, IT Application, IT & Non-IT infrastructure, Servers, Network and Equipment during the interim period between phase I go-live and phase II go-live and for the O&M period from the date of Final Go live.

As part of the operations and maintenance services, the SI shall provide support for the software, hardware, and other infrastructure that are in the scope of this RFP. The O & M support includes:-

1. Application Software maintenance and support
2. Annual Technical Support (ATS) for all the licensed software
3. Operations and maintenance services for the infrastructure installed for the system at the Data Centre / Cloud and Disaster Recovery Centre at NIC Cloud and MMTC project locations.
4. Central Helpdesk at MMTC Corporate Office
5. Periodic reporting

##### *13.1.1.1 Applications Functional Support (AFS) for the delivered ERP solutions which will cover all the solution components*

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The Application Functional Support Services contemplated herein shall be provided for ERP system implemented by the SI. The SI shall render both on-site maintenance and support services to MMTC.

The scope of the services is as below:-

#### ***Enhancements and defect fixes.***

The SI shall incorporate technological changes, and provide enhancements as per the requests made by MMTC. SI shall perform minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the application.

#### ***Routine functional changes:***

The SI shall be responsible for user and access management, creating new report formats, and configuration of reports. SI shall provide user support in case of technical difficulties in use of the software, answering procedural questions, providing recovery and backup

information, and any other requirement that may be incidental/ancillary to the complete usage of the application. The SI shall perform user ID and group management services. The SI shall maintain access controls to protect and limit access to the authorized End Users of MMTC.

The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization and providing ongoing user password support.

***Tuning of the ERP solution:***

The SI shall also undertake tuning of ERP, databases, any third party software and any other components provided as part of the solution to optimize the performance.

***Deployment/Re-Deployment of ERP solution:***

The SI shall be responsible for deployment of the ERP solution and re-deployment in case of any upgrades to the underlying hardware or operating System and carry out any necessary testing.

The key service level requirements need to be ensured by the SI during the operations and maintenance period. These requirements shall be strictly imposed and either MMTC or a third party audit/certification agency shall be deployed for certifying the performance of the SI against the target performance metrics as outlined in the SLA's defined in Volume III of the RFP.

***13.1.1.2 Application Software Maintenance and Support services***

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As part of the software maintenance and support services SI shall provide:

1. The IT Application Maintenance and Support services shall be provided for all components mentioned in this RFP or as part of Administrative orders / legal obligation.
2. The SI shall render on-site maintenance and support services and off-site maintenance and support services from MMTC, Corporate Office premises in New Delhi.
3. The SI shall be required to provide operational & maintenance services for System including, but not limited to, production monitoring, troubleshooting & addressing the functionality, availability & performance issues, implementing any system change requests, addressing the incidents/problems raised by the users (via IT Helpdesk) for problems/bugs in the application etc.
4. The SI shall keep the application software in good working order; meeting the requirements defined by MMTC from time to time based on functional,

- administrative or legislative priorities, perform any changes and upgrades to applications as requested by MMTC.
5. Tuning of application, databases, third party application and any other components provided as part of the solution to optimize the performance.
  6. The SI shall perform (at no extra cost) minor changes, bug fixes, different reports of MMTC, error resolutions and minor enhancements that are incidental to proper and complete working of the application.
  7. Release Management for the interim releases of the application.
  8. Centralized version and configuration control of the application.
  9. Routine functional changes.
  10. Any changes to the application code that may be required because of patches to licensed software being used (if any). The SI shall migrate all the current functionality to the new / enhanced version at no additional cost to MMTC.
  11. Updating and maintenance of all ERP project documents (including user manuals, trainings etc.).
  12. Change request management based on feedback from the users or the initiative of the SI. All planned changes to the application, especially major enhancements and changes in functionality post phase – II go-live, shall be coordinated within established Change control processes.
  13. The SI will define the Software Change Management and version control process and obtain approval for the same from MMTC. For all proposed changes to the application, the SI will prepare detailed documentation including proposed changes, impact on the system in terms of functional outcomes/additional features added to the system, etc.
  14. The SI shall carry out the configuration of new MMTC offices/stakeholders as required by MMTC.
  15. The SI shall address all the errors/bugs/gaps in the functionality offered by system at no additional cost during the operations & maintenance period.
  16. For performing of any functional changes to system that are deviating from the signed-off Functional Requirements/System Requirements including any subsequent changes till final go-live, a separate Change Proposal Form shall be prepared by the SI and the changes in the application shall be implemented accordingly at no additional cost to MMTC. The time period for implementation of change shall be mutually decided between SI and MMTC.
  17. It is clarified that changes in software, hardware and other infrastructure required as a result of any legislative, administrative, policy changes in MMTC processes and workflow shall constitute change of 'Scope of Work' only if it is not covered in Change Request Schedule and updates/upgrades
  18. Any changes/upgrades to the software performed during the operations & maintenance phase shall be subjected to comprehensive & integrated testing by the SI to ensure that the changes implemented in the system meets the desired and



specified requirements of MMTC and does not impact any other function of the system. The SI shall provide a staging environment for testing of changes/ updates/ patches before applying them on production environment.

#### 13.1.1.3 Annual Technical Support (ATS) for the licensed software

1. All software should be supplied with applicable OEM warranties and support (including back to back) for the entire duration of the project. During warranty period vendor has to provide updates and patches.
2. Annual Technical Support (ATS) will start from the date of acceptance of the installation. ATS should cover 24 by 7 escalation supports from OEM for all software products to be provided through Phone, Email or Onsite visit depending on the criticality and nature of the problem. The support has to be ensured by the SI.
3. The SI must carry out any requisite adjustments / changes in the configuration for implementing different versions of the application software.
4. The SI shall provide from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The SI must provide free upgrades, updates & patches of the software and tools to MMTC as and when released by OEM. The SI will implement from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required after necessary approvals from MMTC about the same at no additional cost without disturbing the implemented ERP system.
5. The SI shall provide and apply regular patches to the licensed software including software, operating system, databases and other applications.
6. The SI shall provide for software license management and control. SI shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance. The SI must perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of site license agreements, volume purchase agreements and other mutually agreed upon licensed software terms and conditions and report to MMTC on any exceptions to SI's terms and conditions, to the extent such exceptions are discovered.
7. The SI shall manage complete OEM technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. The SI shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution and management reporting etc.
8. The SI shall undertake regular preventive maintenance of the licensed software. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same shall be done as part of ATS.

#### 13.1.1.4 Operations and maintenance services for the IT infrastructure at the DC and DRC

1. The scope of the services for overall IT infrastructure management as per ITIL framework shall include 365x24x7 on site Monitoring, Maintenance and Management of the server and related infrastructure commissioned by the SI for the application at the Data Centre/Cloud and Disaster Recovery Centre at NIC Cloud.
2. The SI shall provide the MIS reports for all the devices installed in the Data Centre at MMTC or on Cloud and Disaster Recovery Centre in NIC Cloud in format and media as mutually agreed with the MMTC on a monthly basis. Whenever required by MMTC, SI must be able to provide additional reports in a pre-specified format.
3. The indicative services as part of this support are as below:
  - a) System Administration, Maintenance & Management Services
  - b) Application Monitoring Services
  - c) Backend/Alert Services
  - d) Storage Administration and Management Services
  - e) Replication, Backup and Restore Services

#### 13.1.1.5 System Administration, Maintenance & Management Services

The objective of this service is to support and maintain all the Systems and Servers provided as a part of this project by SI, and shall include

1. 365x24x7 monitoring and management of the servers in DC and DRC.
2. Regular monitoring of all the applications hosted.
3. Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates, upgrades and patches to ensure that the system is properly updated.
4. Installation and Re-installation of the server and other hardware in the event of system crash/failures.
5. Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices, etc. to identify vulnerabilities. Necessary Action shall be taken by the SI in accordance with the results of the log analysis. Suitable mechanism has to be maintained for security and forensic related logs or as per requirement of IT act and that of other government regulations issued from time to time.
6. Adoption of policies and procedure, compliances, guideline, standard as defined by the MMTC.
7. Provide integration and user support on all supported servers, data storage systems, etc.
8. Troubleshoot problems with web services, applications software, desktop/server relationship issues and overall aspects of a server environment.
9. Problems shall be logged in at the Help Desk and resolved as per the SLAs defined.

10. Manage and monitor server configuration, performance and activity of all servers. Performance optimization and reporting - Process and Memory Management, Monitoring CPU performance, Monitoring Memory performance, Monitoring Input / Output performance, Monitoring Ethernet Traffic, etc.
11. Prepare and keep up to date document containing configurations of all server, IT infrastructure etc.
12. Hardening servers in line with security policies (ISO 27001:2005 information security control).
13. Carry out DC and DRC failure testing and half yearly BCP real drills.
14. Configuration of server parameters, operating systems administration and tuning
15. Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated.
16. Periodic health check of the systems, troubleshooting problems, analysing and implementing rectification measures.
17. Perform Database Administration activities for Database. The SI agrees that all databases of the MMTC will be administered as per standards and requirements. The service covers all the databases run on servers / SAN at DC and DRC including but not limited to:
  - a) Start-up and shutdown of databases.
  - b) Daily / Weekly / Monthly backup of databases.
  - c) Database recovery when required.
  - d) Weekly database recovery checks.
  - e) Required logs maintenance as per policies of the MMTC.
  - f) Disaster recovery as per policies of the MMTC.
  - g) Documentation upkeep and records maintenance.
  - h) User account management.
  - i) Database problem resolution.
  - j) Performance tuning.
  - k) Replication of Database from DC to DRC.

#### *13.1.1.6 Application Monitoring Services*

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The services to be provided by the SI for Application Monitoring which includes following but not limited to:

1. Web services
2. Application server
3. Portal Server
4. Database server
5. Middleware
6. Other components

#### *13.1.1.7 Storage Administration and Management Services*

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The services to be provided by the SI shall include:

1. Installation and configuration of the storage system.
2. Management of storage environment to maintain performance at desired optimum levels.
3. Management of any changes to database schema, disk space, storage, user roles etc.
4. Identify the available performance of interconnects in the storage solution.
5. Identify the zones being enforced in the storage solution.
6. Create/delete and enable/disable zones in the storage solution.
7. Identify the storage volumes in the storage solution.
8. Create/delete/modify storage volumes in the storage solution.
9. Identify the connectivity and access rights to storage volumes in the storage solution.
10. Create/delete and enable/disable connectivity and access rights to storage volumes in the storage solution.
11. To provide off-site storage of production data and MMTC ERP System on appropriate media at regular intervals as required by MMTC.

#### *13.1.1.8 Backup and Restore Services*

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The services to be provided by SI shall include:

1. Backup of storage as per the defined policies.
2. Monitoring and enhancing the performance of scheduled backups, scheduled regular testing of backups and ensuring adherence to related retention policies as defined by MMTC.
3. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
4. Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
5. Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite and offsite).
6. 365x24x7 support for file and volume restoration requests at the DC and DRC.

#### *13.1.1.9 User Profiles and Account Management*

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1. Routine functional changes that include user and access management, creating new report formats and configuration of reports.
2. The SI shall provide user support in case of technical difficulties in the software, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental/ancillary to the complete usage of the application.

3. The SI shall perform user ID and group management services. The user-id naming & protocol shall be designed and implemented for all the user ids. Such naming convention and protocol shall be signed-off with MMTC.
4. The SI shall maintain access controls to protect and limit access to the authorized end users of MMTC.
5. The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support related to ERP System.
6. System administration tasks such as managing the access control system, creating and managing users etc. and maintaining logs and history of access rights of the users.

#### *13.1.1.10 Antivirus Solution Management*

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1. The SI should ensure overall security of the system including installation and management of antivirus solution for protection of all the servers at DC & DR implemented for the project, application of updates/patches etc. The antivirus patches have to be updated and applied from time to time, after appropriate testing of the patches in the staging area.
2. Guarding the systems against virus, malware, spyware and spam infections using the latest antivirus suites which include anti-malware, anti-spyware and anti-spam solution for each server antivirus version and its upgrades. The antivirus suite and updates will have to be provided by the SI at regular intervals as and when the new signatures are released by the OEM. The SI for the purpose of support on new upgrades & patches shall have a back to back arrangement with the OEM from whom the antivirus suite is purchased. The copy of the same shall be submitted to MMTC.
3. The SI shall supply antivirus enterprise edition. For DC & DR servers, the SI has to procure antivirus licenses mandatorily. The license certificate has to be procured in the name of MMTC and submitted to MMTC. The antivirus should have the subscription for server download of real-time updates and upgrades from the OEM site during the entire duration of the project.
4. The SI shall have back to back agreement with 24/7 premier support with antivirus OEM, which shall ensure that any critical issues with respect to virus/antivirus are addressed within the 24 hrs.
5. The copy of such agreement shall be provided by SI to MMTC. Such agreement shall be valid throughout the agreement period.
6. The SI should provide solution to virus alerts when they occur (within 24 hrs) or earlier in case of emergency. The SI has to take corrective action in case systems get affected due to virus activity.

#### 13.1.1.11 Maintenance of non-IT Infrastructure at DC and DRC

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The cost of maintenance of the non-IT Infrastructure at DC and DRC would be borne by MMTC.

#### 13.1.1.12 Periodic reporting

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The SI shall submit the following period reports (but not limited to) to MMTC:

1. Updation of Documentation on successful completion of O&M operations for each quarter
  - a) Regular updation of all policies designed by SI for MMTC
  - b) Updated system design documents, specifications
  - c) Latest source code, application deployment files, configuration files for entire system Software change logs etc.
2. Corrective Action report in response to the any audit findings/ other concerns as identified by MMTC
3. Monthly report on the central helpdesk center operations
4. SLA Monitoring Reports

#### 13.2. Handholding Support Requirements

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1. The SI shall provide handholding support for a period of One (1) year post Final Go-Live in addition to the training provided. This may be further extended as per MMTC requirements and it will be as per the rate quoted by SI in the commercial bid.
2. Handholding in this context shall mean the following:
  - a) Clarifying any doubts regarding the operations and functionality of the application software
  - b) Assistance in screen navigation, if required
  - c) Assistance in user authentication, if required
  - d) Assistance with authorization levels, if required
  - e) Help users in verbalizing and logging their problems
3. This shall be rendered through physical presence of a handholding support person, 2 persons in corporate office in New Delhi and 1 person in each of the 4 Zonal offices of MMTC at the rate of 5 working days per week at each location for a period of one year. MMTC reserves the rights to increase/reduce the number of handholding support persons.

#### 13.3. Centralized helpdesk

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1. The SI shall establish and provide central helpdesk facility from MMTC corporate office in New Delhi
2. The SI is expected to setup and operate the IT Helpdesk from phase I go-live till the end of O&M period.
3. The following are the hours of operation of the Helpdesk :

Operating hours	Days of the week
9.30 am - 5.30 pm	<ul style="list-style-type: none"> <li>• Monday-to Saturday (excluding national public holidays )</li> <li>• Any other date and time as requested by MMTC</li> </ul>

4. The Helpdesk service will serve as a single point of contact for all Application, hardware and network related incidents and service requests. The Helpdesk shall provide troubleshooting Services including maintenance for overall system stabilization, defect resolution, system maintenance, system administration, availability & performance issues, security administration, database administration, User administration 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 problems associated with operations are resolved satisfactorily.
5. The Helpdesk service is required in two languages – English and Hindi.
6. The SI in consultation with MMTC is required to provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:
  - a) Specific E-Mail account
  - b) One/Two landline phone numbers, seating arrangement and electricity will be provided by MMTC free of cost to SI. SI needs to provision for converting these phone numbers into multiple lines as required and also provision for any other hardware / software required for the same.
  - c) Portal – A web based functionality for service desk tool for registering the calls
7. Implement a call logging system in line with the severity levels as per the SLAs.
8. The SI to provide Help Desk services to track and route requests for service and to assist end users in answering questions and resolving problems related to the software application, hardware & network support, Data Centre/Cloud, and Disaster Recovery Centre at NIC Cloud.
9. Creation of knowledge base on frequently asked questions to assist user in resolving basic issues themselves.
10. Services in this area include, but are not limited to, the following:
  - a) Logging all the calls, classifying the calls and render first level support
  - b) Assigning the call for appropriate action, within the stipulated time.
  - c) Tracking the call till closure and ensure SLA adherence.
  - d) Generate reports on a daily, weekly and monthly basis. Generate exception reports.
  - e) Provide need-based ad-hoc reports.
  - f) Interact with MMTC and stakeholders
  - g) Ensure adherence to escalation processes.

11. It is expected that the SI shall bring his service desk tool at no additional cost to MMTC. Vendor will integrate this tool with Enterprise Management system and Network management system for auto ticket generation, call logging from users and tracking till resolution. The service desk tool should track SLAs as mentioned in this RFP. The service desk tool shall be
- a) Complies with ITIL compliant service delivery.
  - b) Service desk should track & record help desk jobs. (Monitor Helpdesk effectiveness in real-time)
  - c) Should have basic features for call management such as
    - i. Update & close jobs / Tickets.
    - ii. Place jobs / tickets on "Hold"
  - d) Ticket auditing facility should be provided by the "Service Desk tool". (provides history of the ticket)
  - e) Assign priorities to Jobs / Tickets.
  - f) Specify & track target job completion status based on various factors as, Dates, Priority etc.
  - g) Services desk tool should have capability to categorize jobs as per the structure of a problem ex: Server related problem should assign to hardware team.
  - h) Service desk should have "SLA" mapping / monitoring & tracking feature. (When a ticket is raised, target Helpdesk calculates the most relevant service level agreement according to the issue and any asset identified)
  - i) Service desk should record time duration spent on each ticket.
  - j) Service desk tool should define unlimited no of end-users.
  - k) Service desk should have facility to restrict specific functionality to certain operators.
  - l) Service desk tool has to have inbuilt "Escalation Matrix" which help for the notification purpose to operators & users about their tickets.
  - m) The proposed tool should maintain Asset information.
  - n) The proposed tool should have facility to link files (error, log files) to help desk tickets.
  - o) The monitoring tools deployed by the SI shall be able to generate automated trouble tickets in an event of faults or threshold violations and escalate the same to predefined set of people across the organization and third party vendor. The ticket needs to be automatically closed as soon as fault is resolved.
  - p) A unique Ticket Number should be created and assigned for any fault and using the same unique no., the history of call resolution and current status must be tracked.
  - q) Help Desk should be directly and automatically integrated with Network management Software so that automated tickets get generated through the Help Desk whenever Network management Software receives a qualified alert. Similarly when Network Management Software detects that the fault has been



restored then the ticket generated in Help Desk earlier should be automatically closed and history of the same ticket should be maintained for viewing.

12. The SI needs to provide the following number of resources as Helpdesk agents

Number of resources	Duration
2 resources	From the date of go-live of phase-I

13. One of the above mentioned resources should be well versed with the deployed network. The same resource shall be responsible for other helpdesk activities also in addition to the network related resolution tasks.
14. The SI will also submit an escalation matrix to MMTC on the procedures for resolution of different types of issues/error/bugs and implement the same.
15. The helpdesk staff deployed by the SI should have the following minimum criteria

Name	Job description	Minimum Skill set
Helpdesk Staff	<ul style="list-style-type: none"> <li>Providing assistance to callers and assist in trouble shooting</li> </ul>	<ul style="list-style-type: none"> <li>Graduate in any discipline</li> <li>At least three (3) years of experience in Technical Support (software, hardware, network etc.) , Training &amp; Handholding</li> <li>Good knowledge of computer (MS Office, and Networking/LAN/Hardware functions</li> <li>Good communication skills (oral as well as written)</li> <li>Good understanding in the components of MMTC-ERP System deployed</li> <li>Fluent with English and Hindi</li> </ul>

**Table 9 Helpdesk Resource Requirements**

#### 14. Data Migration Requirements

Data Migration in the context of this RFP refers to validation and migration of data from the legacy system to the new database schema, linking and Meta tagging the documents to the relevant records in the Data Management System (DMS) and conformance to quality control requirements. Data should be migrated from the current application and media to the new application prior to 'go-live' of the application for each project location.

The key data Migration requirements include:

1. Data conversion: Since there would be significant difference between existing database table structures and database table structures of new application, mapping shall be done between existing tables and proposed tables and data be made compatible for migration and migrated into new tables.
2. Perform data cleansing for incorrect/ incomplete data
3. Perform validation of digitized / scanned records
4. Obtain sign off on migrated data

#	Consideration
<b>DM1</b>	Risk Identification and Mitigation: It is extremely important to identify all risks associated with data migration and enumerate mitigation measures. The plan should address the contingency measures to be adopted during the event of a data migration failure. It should also clearly specify measures to be taken to prevent data loss. It may be preferable to consider migration of data to a backup system at the same time as the new system to address data loss due to system failures
<b>DM2</b>	Data Mapping: A comprehensive data mapping exercise must be undertaken before embarking on data migration. A good data map will detail an in-depth cross-referencing of all mutual fields across the source system and the target system. Ideally it should include: <ul style="list-style-type: none"> <li>• Names of applicable to and from fields</li> <li>• Lengths and data types of these fields</li> <li>• Mapping of relationships between entities</li> <li>• Check on the constraints, unique fields and integrity checks</li> <li>• Any logic involved in mapping such as string truncations or validations against any business rules.</li> </ul>
<b>DM3</b>	Skill Set: In order to effectively perform data assessment and cleaning, it is important that the data migration team is sufficiently familiar with existing data structures of the source registers/databases.

**Table 10 Data Migration Considerations**

The rough estimate of the quantum of work (size of records) is estimated to be approximately 510 GB and the current database in use is SQL 2012.

The SI should submit data migration plan in their bid, detailing all the activities to be performed during the data migration. Indicative broad activities to be performed by the SI are as follows

1. An assessment needs to be done to identify the database requirements for the application envisaged for this project. The data requirements in terms of master

data and transaction data need to be identified, which is required for the envisaged solution.

2. Data Migration process for storing the existing data and to copy/move the data present in the form of forms, files and existing old systems (few) into the new ERP Solution being deployed. The Data of all the last 3 Fiscal years and data of all HR and Payroll have to be migrated in the new system. In the process, rest of the data consisting the data from ERP and Non ERP systems stored in out-of-date or obsolete formats is to be evaluated, indexed and de-duplicated and will be mapped to the new system. The rest of the Data needs to be migrated as archival records with indexing and Meta tagging done for easy retrieval.
3. Development of merged database structure
4. Porting of all the data into the database
5. Final updating of the single database

#### 14.1. Additional Requirements for Data Migration

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1. SI shall migrate the data at the implementation sites of MMTC.
2. SI shall formulate the “Data Migration Strategy document” which will also include internal quality assurance mechanism. This will be reviewed and signed-off by MMTC prior to commencement of data migration.
3. SI shall incorporate all comments and suggestions of MMTC in the Data Migration Strategy and process documents before obtaining sign-off from MMTC.
4. SI shall perform mock data migration tests to validate the conversion programs.
5. SI shall ensure complete data cleaning and validation for all data migrated from the legacy systems to the new application.
6. SI shall generate appropriate control reports before and after migration to ensure accuracy and completeness of the data.
7. SI shall convey to MMTC in advance all the mandatory data fields required for functioning of the proposed solution and which are not available in the legacy systems and are required to be obtained by MMTC.
8. SI shall develop data entry programs / applications that may be required for the purpose of data migration in order to capture data available with / obtained by MMTC in non – electronic format.
9. SI shall conduct the acceptance testing and verify the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.
10. SI shall give the template for data migration to MMTC and MMTC shall furnish the required data on the templates provided by the SI. SI shall furnish adequate guidelines to fill the data templates to MMTC.

#### 15. Training and Change Management Plan

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This section focuses on the change management and capacity building approach and plan so as to be able to tackle the issues that might arise due to new processes of the ERP system. Training for ERP will allow multiple stakeholders to participate in the day to day management of the solution and ensure sustainable programs to cover specific ERP programs in order to ensure adoption of the system at each level.

### 15.1. Need for Change Management

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Introducing radical reforms has to be necessarily accompanied by efforts to energize and orient the mindsets of the people – both within and outside the department. For instance, the MMTC staff should be skilled to operate and work in a significantly newer and different way. A well-calculated and well-designed strategy has to be followed for the people to be trained to work effectively in the new environment. It is necessary to formulate a change management plan with appropriate interventions for capacity building, training and stakeholder communications.

#### **A successful Change Management Program will ensure:**

1. A smooth transition to the new way of working
2. The organization/people support the changes implemented
3. Individuals know how the changes affect them and the role they have to play
4. Stakeholders to understand the benefits of the changes and internalize it
5. The new system and its underlying concepts are understood
6. People are aware of how roles and responsibilities are changing
7. Everyone is motivated and committed to the change program
8. The success and progress of the program is monitored and measured

### 15.2. Key Change Management Implications

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The implementation of a new ERP system, MMTC will have several change implications emanating from the following changes:

1. Process and procedural (necessary introduction of some new process and systems emanating from the need of changing core functional information flow in a few cases)
2. Technical and technological (introduction of new technologies for enabling the new / unaddressed business requirements)
3. Organizational (transformation of existing organizational structure and redefined roles and responsibilities)

The following change implications can be clearly identified at the outset of the implementation of the new system:

Change Element	Change Implication	Change Issues
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Process and Procedural	<ul style="list-style-type: none"> <li>• Standardization of procedures</li> <li>• Redefined processes and new work methods</li> <li>• Elimination of certain activities / functions and addition of new ones</li> <li>• Redefined service levels</li> </ul>	<ul style="list-style-type: none"> <li>• Reorientation of staff to new processes and work methods</li> <li>• Reorientation of staff to any applicable service levels</li> <li>• Loss of control over discretion on procedures by staff</li> <li>• Enhanced process driven systems with clear accountabilities and responsibilities</li> </ul>
Technological	<ul style="list-style-type: none"> <li>• High usage of technology and system enabled processes</li> <li>• Automated controls and validation</li> <li>• Reduction of paper work</li> </ul>	<ul style="list-style-type: none"> <li>• Work systems changed from slightly automated to highly automated work methods</li> <li>• Preparation for use of technology and system enabled processes</li> <li>• Orientation towards a reduced paper processing system</li> </ul>
Organizational / People	<ul style="list-style-type: none"> <li>• Some change in roles and responsibilities</li> <li>• New skill set requirement for employees</li> </ul>	<ul style="list-style-type: none"> <li>• Reluctance to work in tandem with external agencies involved in implementation</li> <li>• New work environment and changed peer relationships</li> </ul>

**Table 11 Change Interventions**

For an effective change management plan, it is necessary to categorize change issues according to the impact they might have on successful implementation of a new system and the urgency at which they need to be addressed.

**These issues in order of their importance have been listed below in the table:**

Change Issue	Impact on Implementation	Issue Resolution Time Frame
Reorientation of staff to new work methods	High	Immediate

Change Issue	Impact on Implementation	Issue Resolution Time Frame
Preparation for use of technology and system enabled processes	High	Immediate
Orientation towards a reduced paper processing System	High	Immediate
Loss of control over discretion on procedures by staff	High	Immediate
Reorientation of staff to concept of service levels	High	Medium Term
New work environment and changed peer Relationships	Medium – High	Medium Term

**Table 12 Issues categorization**

### 15.3. Change Management Plan

It will be critical to assess issues that will have the highest impact on the change management plan and manage them through appropriate interventions. Some of the interventions proposed are listed below:

1. Help to make employees realize the benefits of the new system
2. Identification and preparation of change agents (change champions) to deal with change at local level
3. Rationalized and planned work schedule and workload
4. Highlight the learning and growth opportunities in the new system
5. Highlight the easy of working in the new system with better technology and simpler processes

### 15.4. Responsibilities of Change Management Teams

The key responsibilities of Change Management Teams which include both SI and MMTC would be as follows:

1. Assessing and building staff capability to implement change quickly and effectively
2. Preparing key officers and their direct reports to meet the challenges and opportunities they will encounter as they implement new processes
3. Implement and monitor training plans
4. Helping to increase individual skills, and knowledge
5. Developing and implementing change communication plans
6. Facilitation to concerned staff for transition to new roles

7. Work towards minimizing employee resistance to re-engineered processes and new organizational setup

#### 15.5. Key steps for change implementation

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Intervention at various levels is needed to mitigate employee's resistance to change and facilitate an environment which encourages staff to pro-actively volunteer within the new system.

Some of the strategies to ensure quick-wins would be:

1. The proposed changes highlighting the benefits in the system and creating a buy-in from staff
2. Provide with answers to key questions which users will encounter - "Helping them deal with their stakeholders"
3. Communicate to them the key requirements of the proposed system- "What we want from them" Creating forums for dialogue and exchange of ideas Exposure to other such computerization initiatives in similar set-ups Encourage Two-Way communication and feedback loops
4. Use communication mechanisms for providing MMTC staff with critical information, feedback mechanisms and support during the change of system
5. Assist with the operations of the project objectives as stated within the project charter
6. Ensure least resistance from staff with respect to proposed changes in the systems
7. Uniform and simple functionality / system for staff leading to rationalization of workload and accountability
8. Skill enhancement through training of the staff (functionality and technology)
9. Recognition to efficient staff through a recognition program
10. Low level activities being automated, hence higher growth opportunity for the staff

#### 15.6. Approach to Capacity Building

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It is important to build capacities of MMTC staff in terms of necessary knowledge and skills to initiate and successfully implement the new system. It is equally important to generate an attitude that is receptive to largely technology based operation of all functions. Merely developing and implementing a new system will not help deliver the quality results envisaged unless staff members are aligned to provide the right results with the right tools. The nature and scale of implementation planned for the MMTC processes demand a considerable enhancement in the capabilities of the organization to effectively address the objectives.

**Some of the real problems faced at various levels are:**

1. Minimum technology exposure
2. Lack of in-depth understanding of benefits

To address the training needs, the change management team should prepare guidelines that identify the training needs of all stakeholders and provide suggestive training curriculum to address the training needs. Such guidelines will assist local change teams to formulate their own training plans and aid the progress of the implementation of the new system efficiently.

## 15.7. Training Requirements

### Main Training Modules

#### Indicative Training Plan for the MMTC employees

The following is an indicative training plan for users of various MMTC offices based on the nature of their responsibilities.

Particular	User Matrix
Sensitization Workshop	Higher Management and above - 20 users *
Management Dashboard Training	50 users *
ERP Training for Champions	25 users *
Core Functional User Training	Two(2) user per ERP module per Division or location *
Technical Administration Training	40 *

**Table 13 Training User Matrix**

\* These numbers are based on current assessment & actual may vary during the project implementation

#### Training Approach

A training needs assessment of MMTC ERP core team members as well as end users will be conducted by SI as a component of process improvement and change management. Training needs should be continuously refined and frequently reconfirmed with the end user community as the project progresses.

Training would be in the form of hands-on training on the ERP system. The SI will have to identify specific functional trainers to provide classroom based hands on training to the identified users. The SI will also provide detailed online training manuals in each functional area of ERP system. The SI is required to make suitable efforts while designing the training plans so that the functional knowledge transfer to MMTC end users and officials happens in a time bound manner.

Following kinds of training needs to be provided by the SI:-

1. **ERP Sensitization workshop:** Sensitization workshop will be provided to members of higher management of MMTC. The training would provide high level



understanding of the ERP system and its functionalities. The session will also highlight the unique requirement of the proposed ERP system.

2. **ERP Management Dashboard Training:** This entails training provided to Senior Management to be able to access and extract reports and other relevant analytical data for quick decision making.
3. **ERP Champions Training:** This entails providing a detailed step by step training to ERP core team members, so as to enable them for future maintenance of the system and addressing of functional queries if any.
4. **ERP Core/Functional User Training:** Functional training would be provided to nominated ERP users. This training would focus on user specific requirements and address the daily working and reporting requirement in the ERP system. A Refresher training of all the functions needs to be provided to update the knowledge of ERP systems. The refresher course needs to be user specific.
5. **Technical Training:** This training will be given to the technical team responsible for carrying out technical activities related to the system like maintenance of database, operating system, backups etc.

The sensitization workshop, Management dashboard, ERP Training for Champions and Core functional user trainings will be conducted at MMTC premises (Corporate office or Regional office as the case may be) where in the Infrastructure such as Desktops and Projector will be provided by MMTC.

The Technical Administration training will be conducted by SI's at its own training centre using its own infrastructure. The bidder is also expected to provide for ONE refresher training for the Technical Team.

The SI will have to provide all training manuals and other tutorials for these trainings. These trainings may be arranged in batches to be effective

## **16. Governance**

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Putting a governance structure around MMTC's future IT implementation plan is essential to ensure that project implementation stays on track and achieves its strategies, objectives and goals. It acts as a mechanism to measure the progress of the implementation. Also, IT systems today are subject to many regulations such as governing data retention, confidential information, financial accountability and recovery from disasters. An IT governance framework is an efficient system to ensure regulatory compliance.

Overall responsibility for the implementation of all modules will remain with the SI. Project progress review and monitoring will be the responsibility of PMU during project implementation phase. MMTC will appoint a Single Point of Contact (SPOC) for IT Administration. Escalation of all issues related to the modules will be through this SPOC, who will also be responsible for reviewing the SLAs being met. For the project

implementation phase, supervision and reporting during implementation will be responsibility of PMU.

### 16.1. Key Stakeholders of the project

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A three-tier IT Governance structure may be constituted considering the wide scope of project at MMTC. This three-tier structure can be divided into the following groups:

1. Project Steering Committee (PSC)
2. Project Operations Committee (POC)
3. Project Management Unit (PMU)

### 16.2. Project Steering Committee

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MMTC shall have the overall responsibility for policy directives, guidance and coordination for activities related to ERP project. At a strategic level, this responsibility is vested with the Steering Committee (SC). The SC is chaired by Director, MMTC. The SC plays a key role in guiding and advising on the project implementation and the systemic transformation that the project aims at. The SC shall monitor project implementation at all India Level by coordinating with the Project Operations Committee (POC) and the Project Management Unit (PMU).

The SI to get support from the SC on the following guidelines:

1. Guiding the work of Operations Committee
2. Periodic Review of implementation progress
3. Consider recommendations put forward by the Operations Committee
4. Strategic control over the project

### 16.3. Project Operations Committee

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Project Operations committee under the guidance of SC is responsible for successfully managing the implementation of the project. Operations Committee is headed by General Manager, MMTC.

The SI will be working with the POC on these points: -

1. Overseeing and directly supervising the project implementation
2. Seeking directions and guidance for the project implementation
3. Vetting of all deliverables of the project and recommend the same for acceptance by the steering committee
4. Coordinating with the relevant officers at all levels for effective implementation of the project and helping resolve issues requiring high level interventions
5. Carrying out related tasks as may be reasonably requested by the SC
6. Address concerns / enquiries / complaints referred to the POC by MMTC employees

7. Developing and overseeing procedures for undertaking quality audits of institutions participating in the project
8. Assist in execution of the vision for change management
9. Ensuring effective transfer of knowledge and lessons learnt to the people involved within and across MMTC project locations
10. Monitor the progress of change management implementation and the project as a whole.
11. Clarify expectations from the various change management phases. The expectations will include matters related to scope, time and deliverables
12. Resolve any conflicts and issues that may arise during the implementation of the project.

#### 16.4. Project Management Unit (PMU)

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PMU would consist of personnel's with experience in information technology and quality control. Project Manager of the PMU shall report to the Project Operations Committee. The PMU shall have specialists in the areas pertaining to software application, change management and infrastructure management and shall be responsible for day to day management and coordination, and operational activities.

The PMU will provide information and examples of good practice, and guide and support the various entities involved on all aspects of project implementation. It also includes, wherever required, efforts to build capacity of MMTC. The PMU shall be headed by a Project Manager. The PMU has overall responsibility for the management of the project and is accountable to POC.

The responsibilities of the PMU are:

1. Overseeing and assisting the project implementation
2. Providing directions and guidance to implementation agency for project implementation
3. Coordinating with the relevant officers at all levels
4. Carrying out related tasks as may be reasonably requested by the POC
5. Help in laying down a set of guidelines, following accepted norms/best practices and e-Governance standards, if not present already, for the testing and certification in all aspects of project development and implementation covering software, hardware and networking. This includes the processes relating to the design of systems and sub-systems, coding, testing, business process
6. Ensure that all relevant guidelines are being followed and to avoid large-scale modifications pursuant to testing done after the application is fully developed
7. Establish appropriate processes for notifying the SI of any deviations from the norms, standards or guidelines at the earliest instance after noticing the same to enable them to take corrective action

8. Ensuring full knowledge and systematic application guidance to the implementation agency in the initial stages and the testing and approval of the deliverables at the intermediate stage and finally the monitoring and analysis of reports
9. Monitoring the internal operations of the project utilization

#### 16.5. SI Project Team

The SI should propose a team that would be involved in the entire project life cycle. The minimum expected experience; certifications etc. have been detailed below. The detailed resumes should be provided in the format provided within the section.

The Proposed team structure is as follows:

Sl. No.	Particulars
1	<p>Project Director</p> <p>(Please provide resume. This has to be the same person who will be deployed on the project. The project Director must be PMP certified.)</p> <p><i>Minimum Requirements:</i></p> <p>(a) Professional qualification with more than 20 years total experience including 10 years' experience of IT Program Management and ERP implementation.</p> <p>(b) should have extensive experience and proven expertise in managing Government/PSU projects</p> <p>(c) Should have extensive experience and proven expertise in managing multi module contracts of this type and complexity</p>
2	<p>Project Manger</p> <p>(Please provide resume. This has to be the same person who will be deployed on the project. The project manager must be PMP certified.)</p> <p><i>Minimum Requirements:</i></p> <p>(a) Professional qualification with at least 15 years total experience including Minimum 8-10 years of ERP implementation experience.</p> <p>(b) Involved in managing at least 3 successful full life cycle implementation(s) of ERP in large organizations (at least of the size of MMTC).</p> <p>(c) Experience of managing large, cross-functional teams.</p>
3	<p>Solution Architect</p> <p>(Please provide resume. This has to be the same person who will be deployed on the project. Please also provide the number of years of experience with the</p>

Sl. No.	Particulars
	<p>current firm.)</p> <p><i>Minimum Requirements:</i></p> <p>(a) Professional qualification with at least 15 years total experience including Minimum 8-10 years of ERP implementation experience.</p> <p>(b) Involved in at least 3 successful full life cycle implementation(s) of ERP including at least 1 in Trading /Banking industry.</p> <p>(c) Involved in solution design, business design in similar assignments in the past.</p>
4	<p>Technical Architect</p> <p>(Please provide resume. This has to be the same person who will be deployed on the project. Please also provide the number of years of experience with the current firm.)</p> <p><i>Minimum Requirements:</i></p> <p>(a) Professional qualification with at least 15 years total experience including 8-10 years of ERP implementation (technical) experience</p> <p>(b) Involved in installation of hardware and operating system, database and configuration, system maintenance, installation of ERP system for at least 3 successful ERP implementations.</p> <p>(c) Involved in fit-gap analysis jointly with functional consultant –identifies gaps and designs the solution to address the gaps.</p>
5	<p>Functional Lead</p> <p>(Please provide 1 resume per module: Trading, Bullion Trading, Retail, Business development &amp; Sales, Human resource, Finance &amp; Accounting, as all resumes will be scored. This has to be the same person who will be deployed on the project. Please also provide the number of years of experience with the current firm Sl.)</p> <p><i>Minimum Requirements:</i></p> <p>(a) Professional qualification with at least 10 years total experience including Minimum 6-8 years of ERP implementation experience</p> <p>(b) At least 3 successful Full life cycle implementation(s) of ERP</p>

Sl. No.	Particulars
	(c) Demonstrated leadership and managerial skills, as well as the ability to establish and maintain relationships with client leadership.
6	<p>Technical Lead</p> <p>(Please provide resumes, both resumes will be scored. This has to be the same person who will be deployed on the project. Please also provide the number of years of experience with the current firm.)</p> <p><i>Minimum Requirements:</i></p> <p>(a) Professional qualification with at least 10 years total experience including 6-8 years of ERP implementation experience</p> <p>(b) Involved in installation of hardware and operating system configuration, system maintenance, installation of ERP system for at least 3 successful ERP implementations</p> <p>(c) Involved in fit-gap analysis jointly with functional consultant –identifies gaps and designs the solution to address the gaps.</p> <p>(d) Performed data migration activities (data upload script preparation, data upload etc.).</p>
7	<p>Technical Consultant(s)</p> <p>(This has to be the same person who will be deployed on the project.)</p> <p><i>Minimum Requirements:</i></p> <p>(a) Professional qualification : B.E/B.Tech / MCA or equivalent</p> <p>(b) ERP Experience: Minimum 3 years with at least two ERP end-to-end project implementation experience.</p> <p>(c) Involved in providing the technical support post go-live.</p>
8	<p>Functional Consultant(s)</p> <p>(Please provide resumes per modules, This has to be the same person who will be deployed on the project. Please ensure that the CVs of the functional consultants are provided module wise.)</p> <p><i>Minimum Requirements:</i></p> <p>(a) For Finance Consultant -Professional qualification : CA or ICWA</p>

Sl. No.	Particulars
	<p>For other Consultant: Professional qualification : Engineers/MBA/MCA</p> <p>(b) Domain Experience: Minimum 3 years(PSU and Trading / Banking )</p> <p>(c) ERP Implementation Experience: Minimum 3 years with at least one ERP end-to-end project implementation experience in PSU/ Trading OR Banking.</p>
9	<p>Support Team Member :</p> <p>Minimum Requirements:</p> <p>(a) Professional Qualification : B.E/B.Tech /Masters / MCA</p> <p>(b) ERP Support Experience : Minimum 3 years with at least one ERP support services for a period of 1 year</p> <p>(c) Should able to provide complete hands on support to the MMTC team at the location</p>

**Table 14 Proposed Team Structure**

## 17. Documentation Requirements

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### End-User Documents

Documentation will be supplied and maintained by the SI during the project. The ownership of all documents, supplied by the SI, will rest with MMTC. The electronic copies shall be submitted along with all the paper documents and manuals, required for operating and configuring the system. The documents provided must include at least:

1. User Manual (both online and paper copies) providing detailed instructions on how to use the ERP. In addition, it describes how to access, submit inputs to, and interpret outputs from the application
2. System installation guide including the configuration of the supplied infrastructure.
3. User will have the rights to duplicate the hardcopy and soft copy for the documents created by the SI without any financial and legal implications
4. ERP Applications Training Manual Module wise

**Technical Documents:** The SI shall supply operation and maintenance manuals for all the deliverables. These shall be in such details as to enable MMTC to operate, maintain, adjust and fix the system etc. The manuals etc. for all deliverables shall be in English and in soft and hard copy and equal to the number of the deliverables.

The SI must ensure that the ERP system components being developed are thoroughly documented with comprehensive manuals and adhere to standard methodologies in software development as per ISO and/or CMMi models. The documents including but not limited to are:

1. Product installation and configuration steps;
2. Application access procedures;
3. User screen layout and content;
4. Transaction entry procedures;
5. Batch job setup, processing, and recovery/restart procedures;
6. Error codes with full descriptions and recovery steps;
7. Standard report layout and content;
8. Internal processing controls;
9. Application security;
10. Operating specifications and system flowcharts;
11. Database entity relationships, table formats, and data element descriptions; and Program module descriptions
12. Quality Assurance Plan Documenting the planned and systematic pattern of all actions necessary to assure confidence that the software developed will conform to the MMTC functional and technical requirements.
13. Interface Control Document - Documenting the interface characteristics of one or more systems and documents agreements between interface owners. It contains information on both the physical and data element requirements that are necessary to make the transfer of information between systems feasible.
14. Test Plan Containing information on the software test environment to be used for independent testing, the test cases to be performed, and the overall testing schedule. This includes methodology, schedule, resources, tools, procedures, environment definition, test cases, and software test results.
15. Systems Manual Detailing the data structure, table, forms and report structures.
16. Installation and maintenance manual for the servers and other hardware
17. Operations Manual providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions).
18. Trouble Shooting Guide/ Handbook for Helpdesk which describes the various trouble shooting methods.



## 18. Roles and responsibilities

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### 18.1 Role and Responsibilities of System Integrator (SI)

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1. Preparation of Detailed Project Plan in line with the overall plan provided in the RFP. The same should be prepared in consultation with MMTC.
2. Operate and maintain:
  - a) Requisite hardware & system software at MMTC'S CO, Data Center or on Cloud /Disaster Recovery Centre at NIC Cloud and other locations as per the requirements mentioned in this RFP
  - b) Meet the defined SLAs for the performance of the system.
3. Implementation of ERP System (including 3rd party) as per the requirements mentioned in this RFP document
4. Ensure that the hardware and other infrastructure deployed at CO, DC, DR and other project locations meets the requirement as mentioned in RFP and is maintained properly to meet the SLAs as defined in RFP.
5. Maintain all system software i.e. OS, antivirus, office applications etc., for Servers, PCs etc. at Data Centre at MMTC or on Cloud and DRC at NIC Cloud, up to date by installing regular upgrades / patches.
6. On-going maintenance support, upgrades, patches and enhancements of the solution as per the ATS policy (including 3<sup>rd</sup> party components as applicable).
7. Setting up and operations of centralized help desk as mentioned in this RFP document and provide necessary support for the resolution of bugs, patches & upgrades of the solution.
8. Submit documents & deliverables as defined in the RFP
9. Ensure availability of other infrastructure components for conducting training programs like desktops, projector, spikebuster, training material handouts etc.
10. Ensure training material for trainers to train the other users of MMTC as mentioned in this RFP.
11. Delivering training for MMTC employees
12. Periodic testing of readiness of DRC.
13. Recovery in case of failure of DC/DRC
14. Data Migration as mentioned in this RFP document.
15. During the maintenance phase the responsibility of overall system and version control will continue to be vested with SI only and should not be outsourced.
16. Provide onsite handholding as mentioned in this RFP document
17. Maintaining the SLA requirements as mentioned in this RFP document.
18. Analyzing & managing system performance, network performance, call logs, etc., as well as providing the means of monitoring the SLA metrics.
19. Regular backup of the solution data.
20. Generation of MIS reports as per the requirements of MMTC.

21. Generation of the report for the monitoring of SLAs.
22. Providing Help features on the Application Modules that can be used by stakeholders such as Frequently Asked Questions (FAQ), etc. including various tests and audits as mentioned in this RFP
23. Any Other as mentioned in this RFP document

## 18.2 Role and Responsibilities of MMTC

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1. Make necessary support and personnel available to facilitate smooth implementation.
2. Facilitate interactions of SI with various stakeholders for understanding & capturing interface/integration requirements.
3. Provide necessary paper documents and data required for system development and legacy data migration
4. Provide support & personnel required for testing the system during implementation, acceptance, rollout and the O&M period.
5. Provide necessary civil infrastructure i.e. conference room etc. to conduct user training programs as mentioned in this RFP
6. Facilitating training programs to create necessary work culture transformation in order to derive optimum benefits from the new system
7. Ensure timely signoffs related to any requirement of authorization towards delivery of normal scheduled services as required from SI as part of this project
8. Provide power requirements, general facility & infrastructure support, environmental support systems, fire safety appliances & control measures in all locations other than those explicitly stated as the SI's responsibility.
9. Provide permission/authorization required carrying out interior work/alterations, electrical & environment appliance related work, networking & communication related work and migration work in MMTC premises - before, during & after project implementation as may be required.
10. Establish necessary processes and procedures and approval for entry of all operating personnel and for working on 24x7 timeframe in all facilities that would demand such presence
11. Undertake site visits during the execution of the project in order to ensure that the implementation is going on as per the requirements in the RFP and that the System Integrator is discharging his responsibilities effectively
12. Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
13. Ensuring the employees and other stakeholders attend the training programs as per the schedule defined by the bidder and agreed upon by MMTC.
14. After successful deployment of solution component(s) at corporate office, DC and DR the commissioning certificate will be given by General Manager (System).
15. After successful deployment of solution component(s) at regional offices, & other locations the commissioning certificate will be given by respective location head.

## Annexures

### Annexure I

#### List of MMTC Office Location

Corporate Office	Zone	Region	Regional Office	Sub Regional Office	Port Offices	Field Offices/stations
<b>Delhi</b>	North	Jaipur	Jaipur Regional Office			Sitapura SEZ Office for DTA Operations
		Delhi	DELHI Regional Office (JHANDEWALAN)	AGRA KANPUR Ludhiana		
	East	Bhubneshwar	Bhubneshwar Regional Office	Paradip BARBIL		MMTC Cell, NINL, Duburi (Subsidiary Office)
		Kolkata	Kolkata regional office	Haldia, Jamshedpur, Ranchi		Manikanchan(SEZ), Salt lake City, Kolkata Field Office CWC Bonhooghly Godown, View Park, Kolkata
	West	Ahmedabad	Ahmedabad Regional Office			Assaying & Hallmarking Centre, National Plaza, Ahmedabad
		Mumbai	Mumbai regional office	SEEPZ GOA		
	South	Chennai	Chennai regional office	Kochi Bengaluru Bellary <b>Mangalore</b>		Ganjendragarh, Karignuru, Hospet, Ranjitpura, Bannihatti, Tornagallu

Corporate Office	Zone	Region	Regional Office	Sub Regional Office	Port Offices	Field Offices/stations
		Vizag	Regional Office , Vizag	Kakinada		Field office, outer harbour
		Hyderabad	Regional Office	Guntur		

#### List of MMTC Retail Stores

State	Store Details
Andhra Pradesh	<p>HYDERABAD Regional Office - Hyderabad (Sales Outlet) General Manager, MMTC Limited, 9-1-76 to 77/1/B, Opp DBR Diagnostic Service, Sarojini Devi Road, Secunderabad - 500003, Telangana Tel: (040) 27725424 Fax:27804038, Email: <a href="mailto:mmtchydshowroom@mmtclimited.com">mmtchydshowroom@mmtclimited.com</a></p>
	<p>VIZAG Regional Office - Vizag (Sales Outlet) General Manager, MMTC Bhavan, Port Area, Vizag - 530 035 Tel: (0891) 2562356, 2562027 Email: <a href="mailto:mmtcvizag@mmtclimited.com">mmtcvizag@mmtclimited.com</a></p>
Delhi	<p>MMTC Showroom (Lodhi Road) MMTC Limited, Core-1, Scope Complex, 7-Institutional Area, Lodi Road, New Delhi-110 003. Tel.No: 0091-11-24365805, Email: <a href="mailto:jsrana@mmtclimited.com">jsrana@mmtclimited.com</a></p>
	<p>MMTC Showroom (Jhandewalan) MMTC Limited, Jhandewalan Jewelry Complex, F-8-11 Flatted Factory Complex, Rani Jhansi Road, New Delhi-110 055, Tel No: +91-11-23513793, Email: <a href="mailto:rsrawat@mmtclimited.com">rsrawat@mmtclimited.com</a></p>
	<p>MMTC Showroom (Cross River Mall) MMTC Limited, G-41, Ground Floor, Cross River Mall, CBD Ground, Shadhra, Delhi - 110032 Mob:-9868209835 Email: <a href="mailto:sunilv@mmtclimited.com">sunilv@mmtclimited.com</a></p>
	<p>M/s Indian Potash Ltd. Potash Bhawan 10 B, Rajendra park, Pusa Road, New Delhi 110060</p>

State	Store Details
	<p>Tel: (011) 25761540, 25763570                      Email: <a href="mailto:nareshkalra@potindia.com">nareshkalra@potindia.com</a>, <a href="mailto:vashisht@potindia.com">vashisht@potindia.com</a></p>
Goa	<p>Regional Office - Goa (Sales Outlet)                      MMTC Limited, Colaco Building, Swatantra Path, Vasco-Da-Gama - 403 802                      Tel: (0832) 2512411, 251252, 2513450 Fax: 2513283, 2517089                      Email: <a href="mailto:head_goa@mmtclimited.com">head_goa@mmtclimited.com</a></p>
	<p>MMTC Showroom (Curchrem)                      MMTC Limited, Shop No. G-3, Ashutosh Building, Curchrem,                      Sanvordem,Goa                      Tel: (0832) 2650593</p>
Gujarat	<p>AHMEDABAD                      Regional Office (Showroom), Ahmedabad                      MMTC Limited, 2,Nagindas Chambers,Usmanpura, Ashram Road,                      Ahmedabad - 380014                      Tel: (079) 40244710 - 40 Fax: 27543739 Mob: 9998803884                      Email: <a href="mailto:mmtcahm@mmtclimited.com">mmtcahm@mmtclimited.com</a></p>
Karnataka	<p>BENGALURU                      Regional Office - Bangalore (Sales Outlet)                      MMTC Limited, Shishak Sadan,Ground Floor, KG Road, Bangalore - 560002                      Tel: (080) 22215927                      Email: <a href="mailto:mmtcbglr@mmtclimited.com">mmtcbglr@mmtclimited.com</a></p>
	<p>BELLARY                      Regional Office - Bellary (Sales Outlet)                      MMTC Limited, Red Cross Road, Main Road, PB No.60, Satyanaryanpet,                      Bellary-583103                      Tel: (08392) 276567/17, 275854                      Email: <a href="mailto:head_bellary@mmtclimited.com">head_bellary@mmtclimited.com</a></p>
	<p>Hospet                      MMTC Limited, 45, 1st Floor. Station Road, Hospet, Distt. Bellary                      Tel: (08394) 228646 Mob: 9448262628</p>
Madhya Pradesh	<p>BHOPAL                      M/s Indian Potash Ltd                      Chittod Complex, Zone 1, Maharana Pratap Nagar, Bhopal - 462011,                      Tel: (0755) 2553022 - 24                      Email: <a href="mailto:ashokpande@potindia.com">ashokpande@potindia.com</a>, <a href="mailto:sanjay@potindia.com">sanjay@potindia.com</a></p>
Maharashtra	<p>MUMBAI                      Regional Office - Mumbai (Sales Outlet)                      MMTC Limited, C-22, E-Block, Bandra-Kurla Complex, Bandra(E), Mumbai-                      400 051                      Tel: (022) 26573078, 61214505                      Email: <a href="mailto:head_Mumbai@mmtclimited.com">head_Mumbai@mmtclimited.com</a></p>
Odisha	<p>BHUBANESHWAR                      Regional Office - Bhubaneshwar (Sales Outlet)</p>

State	Store Details
	<p>MMTC Limited, 7th Floor, Alok Bharti Complex, Shahid Nagar, Bhubaneswar-751 007                      Tel: (0674) 2540636, 2544783                      Email: <a href="mailto:mmtcbbsr@mmtclimited.com">mmtcbbsr@mmtclimited.com</a></p>
	<p>BARBIL                      MMTC Limited, P.O.: Barbil, Dist: Keonjhar, Odisha- 758035                      Tel: (06727) 275479, 275296                      Email: <a href="mailto:mmtcbarbil@mmtclimited.com">mmtcbarbil@mmtclimited.com</a></p>
	<p>PURI                      MMTC Showroom                      MMTC Limited, Neelachal Complex, Ground Floor,Block-A/1, Grand Road, Puri                      Tel: (06752) 222633 Mob: 8895079720                      Email: <a href="mailto:gnpatra@mmtclimited.com">gnpatra@mmtclimited.com</a></p>
	<p>CUTTAK                      M/s Cuttack Credit Corp. Society                      Link Road,A.D.Market, Cuttack-12                      Tel: (0671) 2367254 /55 Mob: 09437074280                      Email: <a href="mailto:creditco@rediffmail.com">creditco@rediffmail.com</a></p>
Punjab (excl. UT)	<p>LUDHIANA                      Sub Regional Office (Sales Outlet)                      MMTC Limited, Amarsingh Place, Sham Nagar, Ludhiana                      Mob: 9988685220                      Email: <a href="mailto:anilsoni@mmtclimited.com">anilsoni@mmtclimited.com</a></p>
Rajasthan	<p>JAIPUR                      Regional Office - Jaipur                      MMTC Limited, 2nd Floor, Block C, Gaurav Towers II, Malviya Nagar, JLN Marg, Jaipur-302017                      Tel: (0141) 2744741, 2743602                      Email: <a href="mailto:head_jaipur@mmtclimited.com">head_jaipur@mmtclimited.com</a></p>
	<p>MMTC Showroom                      NSO-1, 2nd Floor, Nehru Place,Tonk Road                      Jaipur.                      Ph.No.0141-2744741, 2743602</p>
	<p>M/s Indian Potash Ltd                      410 Gaurav Tower - I, Malviya Nagar, Jaipur 302 017                      Tel: (0141) 2552509, 2553200 Fax: 2721348                      Email: <a href="mailto:ipljai@potindia.com">ipljai@potindia.com</a></p>
	<p>M/s Rajasthan Rajya Sahakari Upbhokta Sangh (CONFED)                      1st floor,Navjeevan Sahakari Bazar, Bhavani Singh Road, Jaipur-302005                      Tel: (0141) 2224204 Mob: 9460866410</p>
	<p>KOTA                      M/s Kota Jilla Wholesale Upbhogta Bhandar Ltd                      Zila Sahkari Sansthan, Canal Road, Gumanpura, Kota - 6</p>

State	Store Details
	Tel: (0744) 2324156, 2422715
Tamilnadu	CHENNAI Regional Office - Chennai (Sales Outlet) MMTC Limited, 6, Chennai House, ESSAR House, Esplanade, Chennai - 600108 Tel: (044) 25341599 Fax: 25340317, 25340844 Email: <a href="mailto:sanchichennai@mmtclimited.com">sanchichennai@mmtclimited.com</a>
	M/s Indian Potash Ltd. Ambal Building, 2nd Floor, 727 Anna Salai, Chennai 600 006 Tel: (044) 28297851, 28297854 Fax: 28297865 Email: <a href="mailto:iproc@potindia.com">iproc@potindia.com</a>
Kerela	KOCHI Sub Regional Office (Sales Outlet) MMTC Limited, II Floor Jos Trust Building, Chittoor Road, Ernakulam, Kochi - 682035 Tel: (0484) 2372873, 2355184, 2360989 Fax: 2373159 Email: <a href="mailto:mmtckochi@mmtclimited.com">mmtckochi@mmtclimited.com</a>
	M/s Indian Potash Ltd. Kadavill Court, Pullepady Cross Road, Ernakulam, Kochi - 682018 Tel: (0484) 2355060, 2354435, 2380083 Fax: 2361015 Email : <a href="mailto:iplchn@potindia.com">iplchn@potindia.com</a>
West Bengal	KOLKATA Regional Office - Kolkata (Sales Outlet) MMTC Limited, India Exchange Place, Kolkata-700 001 Tel: (033) 22311736, 22421252 / 1261 / 1267, Email: <a href="mailto:mmtckol@mmtclimited.com">mmtckol@mmtclimited.com</a>

For list of Franchise Sanchi showroom, refer MMTC website <http://mmtclimited.gov.com/>

#### Annexure II

The functional requirements for various functions/ divisions at MMTC is attached as a separate sheet to this document

#### Annexure III

The details of business processes followed by various functions/ divisions at MMTC are attached as a separate sheet to this document.

## Annexure IV

### Bill of Material and Technical Specifications

The specification and BOM provided below is indicative. The bidder should provide the complete BOM in his technical proposal (without price). The same BOM with prices shall be provided in his commercial proposal. The BOM in the technical bid should match the BOM in the commercial bid.

*Please Note: The specifications mentioned in the RFP are indicative only and the Bidder needs to suggest the latest technology infrastructure that meets the requirement of MMTC*

#### Specifications of each component:

MMTC proposes to implement the data centre at MMTC / Cloud with the high availability and energy efficiency as per the tentative layout as below. The bidder will submit the final DC layout in Technical Proposal and also to place ERP system on Cloud.

The positioning of the server racks and Precision Air conditioning units should follow the best design practices. The following aspects should be considered for designing server farm area:-

1. Better air flow distribution for the server racks
2. Ease of accessibility and movement of server racks.
3. Better space utilization.

It has been envisaged that both the Electrical & UPS room to be located adjacent to server room. The vendor should also provide the Electrical/UPS room layout along with the Server room meeting the industry standards.

#### Enterprise Management System (EMS)

S No	EMS Features
	Basic Requirement :
1	Solution should provide for future scalability of the whole system without major architectural changes.
2	Should be SNMP compliant.
3	Filtering of events should be possible, with advance sort option based on components, type of message, time etc.
4	Should support Web / Administration Interface.
5	Should provide compatibility to standard RDBMS.
6	Solution should be open, distributed, and scalable and open to third party



S No	EMS Features
	integration.
7	Should provide fault and performance management for multi-vendor TCP/IP networks.
	<b>Fault Management</b>
1	Should be able to get fault information in real time and present the same in alarm window with description, affected component, time stamp etc.
2	Should be able to get fault information from heterogeneous devices routers, switches, servers etc.
3	Event related to servers should go to a common enterprise event console where a set of automated tasks can be defined based on the policy.
4	Should have ability to correlate events across the entire infrastructure components of DC/DR.
5	Should support automatic event correlation in order to reduce events occurring in DC/DR.
6	Should support advanced filtering to eliminate extraneous data / alarms in Web browser and GUI.
7	Should be configurable to suppress events for key systems/devices that are down for routine maintenance or planned outage.
8	Should be able to monitor on user-defined thresholds for warning/ critical states and escalate events to event console of enterprise management system.
9	Should provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis.
10	Should have self-certification capabilities so that it can easily add support for new traps and automatically generate alarms.
11	Should provide sufficient reports pertaining to asset and change management, alarms and availability of critical network resources as well as network response times for critical links.
12	The tool shall integrate network, server and database performance information and alarms in a single console and provide a unified reporting interface for network and system components. The current performance state of the entire network and

S No	EMS Features
	system infrastructure shall be visible in an integrated console.
13	Should provide an integrated performance view for all the managed systems and networks along with the various threshold violations alarms in them. It should be possible to drill- down into the performance view to execute context specific reports.
14	Should provide the following reports for troubleshooting, diagnosis, analysis and resolution purposes: Trend Reports, At-A-Glance Reports, & capacity prediction reports.
15	Should be able to auto-calculate resource utilization baselines for the entire managed systems and networks and allow user to set corresponding upper and lower threshold limits.
<b>Application Performance Management</b>	
1	End to end Management of applications (J2EE/.NET based)
2	Determination of the root cause of performance issues whether inside the
3	Java / .Net application in connected back-end systems or at the network layer.
4	Automatic discovery and monitoring of the web application environment
5	Ability to monitor applications with a dashboard.
6	Ability to expose performance of individual SQL statements within problem transactions.
7	Monitoring of third-party applications without any source code change requirements.
8	Proactive monitoring of all end user transactions; detecting failed transactions; gathering evidence necessary for problem diagnose.
9	Storage of historical data is for problem diagnosis, trend analysis etc.
10	Monitoring of application performance based on transaction type.
11	Ability to identify the potential cause of memory leaks.
<b>Reporting</b>	
1	Should able to generate reports on predefined / customized hours.

S No	EMS Features
2	Should be able to present the reports through web and also generate “pdf” / CSV / reports of the same.
3	Should provide user flexibility to create his /or her custom reports on the basis of time duration, group of elements, custom elements etc.
4	Should provide information regarding interface utilization and error statistics for physical and logical links.
5	Should create historical performance and trend analysis for capacity planning.
6	Should be capable to send the reports through e-mail to pre-defined user with pre-defined interval.
7	Should be able to generate all sorts of SLA Reports.
8	Should be able to generate web-based reports, historical data for the systems and network devices and Near Real Time reports on the local management console.
9	Should have capability to exclude the planned-downtimes or downtime outside SLA.
10	Should be able to generate the reports for Server, Application.
11	Provide Historical Data Analysis: The software should be able to provide a time snapshot of the required information as well as the period analysis of the same in order to help in projecting the demand for bandwidth in the future.
<b>Application Availability Reports</b>	
1	Availability and Uptime – Daily, Weekly, Monthly and Yearly Basis
2	Trend Report
3	Custom report
4	MTBF and MTTR reports
5	SLA Monitoring
6	The SLA Monitoring component of EMS will have to possess the following capabilities:
7	EMS should integrate with the application software component of portal software that measures performance of system against the following SLA parameters: <ul style="list-style-type: none"> <li>• Response times of Portal</li> </ul>

S No	EMS Features
	<ul style="list-style-type: none"><li>• Uptime of IT Infrastructure</li><li>• Meantime for restoration of services etc.</li></ul>
8	EMS should compile the performance statistics from all the IT systems involved and compute the average of the parameters over a quarter, and compare it with the SLA metrics laid down in the RFP
9	The EMS should compute the credits/debits of the SLA metrics and arrive at the quarterly service charges payable to the Agency after applying the system of penalties and rewards.
10	The SLA monitoring component of the EMS should be under the control of the authority that is nominated the client so as to ensure that it is in a trusted environment.
11	The SLA monitoring component of the EMS should be subject to random third party audit to vouchsafe its accuracy, reliability, and integrity.

***End of Volume I***

# Request for Proposal for implementation of Enterprise Resource Planning System at MMTC Limited

Tender Reference No: MMTC/CO/COMP/ERP/RFP/2017-18/1 dated 25<sup>th</sup> July  
2017

Volume II General Instructions, Commercial and Bidding Terms



(Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road)  
New Delhi – 110 003 (India)

## Disclaimer

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This Request for Proposal (**RFP**) for Selection of ERP product and its implementation partner is issued by MMTC Limited (referred in the document as MMTC) which is under the administrative control of Ministry of Commerce, Government of India.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MMTC, nor its employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed ERP Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MMTC. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed ERP Project, the regulatory regime which applies thereto and by and all matters pertinent to this Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to this Project. MMTC shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of MMTC, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

MMTC shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MMTC in selecting the System Integrator (SI) who qualifies through this

RFP shall be final and MMTC reserves the right to reject any or all the bids without assigning any reason thereof.

MMTC may terminate the RFP process at any time without assigning any reason and upon such termination, MMTC shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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<b>Name of the Project Work</b>	Implementation of ERP System at MMTC
<b>Tender Reference No</b>	MMTC/CO/COMP/ERP/RFP/2017-18/1 dated 25 <sup>th</sup> July 2017
<b>Place of availability of Tender Documents (RFPs)</b>	Website of MMTC Limited: <a href="http://mmtclimited.com/tenders">http://mmtclimited.com/tenders</a> Website of Central Procurement Portal : <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a> MMTC e tendering portal <a href="https://mmtc.eproc.in">https://mmtc.eproc.in</a> Tender document is also available in physical form at : MMTC LIMITED Corporate Office Core -1, "SCOPE COMPLEX" 7 Institutional Area, Lodhi Road, New Delhi - 110003 INDIA
<b>Types of Bid submission</b>	<ol style="list-style-type: none"> <li>1. Bid Submission via e Tendering</li> <li>2. Physical documents</li> </ol>
<b>Details of Bid Submission</b>	E tender documents to be submitted :- <ol style="list-style-type: none"> <li>1. Cover Letter</li> <li>2. Commercial Bid ( Includes Cover letter and Price bid format)</li> </ol> Physical documents to be submitted:- <ol style="list-style-type: none"> <li>1. Cover Letter</li> <li>2. Tender Fee</li> <li>3. Bid Security</li> <li>4. Integrity Pact</li> <li>5. Pre-qualification Bid</li> <li>6. Technical Bid</li> <li>7. Commercial Bid ( Includes cover letter and price bid format)</li> </ol> Note: Soft copies in non-rewritable CD's to be provided along with physical copies
<b>Place of online submission in response to</b>	MMTC e tendering portal <a href="https://mmtc.eproc.in">https://mmtc.eproc.in</a>

<b>Tender</b>	
<b>Place of submission of response to Tender in physical document form</b>	MMTC LIMITED Corporate Office Core -1, "SCOPE COMPLEX" 7 Institutional Area, Lodhi Road, New Delhi - 110003 INDIA
<b>List of Tender documents (RFPs)</b>	Volume – I : Functional, Technical and operational requirements with annexures Volume – II: General Instructions, Commercial and Bidding Terms Volume – III: Master Service Agreement and Service Level Agreement
<b>Cost of Tender Documents</b>	Rupees Thirty Thousand only ( Rs. 30,000/-) To be paid by submitting a non-refundable Demand Draft /Bankers Cheque from any nationalised/scheduled bank drawn in favour of “ <b>MMTC Limited</b> ”, payable at New Delhi.
<b>Last date for purchase of RFP document</b>	One day before bid submission date
<b>Earnest Money Deposit (EMD)</b>	Rupees Fifty lakhs Only( Rs 50,00,000 /-) To be paid by submitting a Bank Guarantee from any nationalised/scheduled bank drawn in favour of MMTC Limited, payable at New Delhi.
<b>Address to send Pre bid queries</b>	General Manager ( Systems) MMTC LIMITED Corporate Office Core -1, "SCOPE COMPLEX" 7 Institutional Area, Lodhi Road, New Delhi - 110003 INDIA Email: <a href="mailto:erptender@mmtclimited.com">erptender@mmtclimited.com</a>
<b>Nature of bid process</b>	Three Stage bidding
<b>Release of Request for Proposal</b>	25 <sup>th</sup> July 2017 ( Tuesday)
<b>Last Date for Submission of written questions by bidders</b>	4 <sup>th</sup> August 2017 ( Friday) (Only queries received in writing or email by Last Date for submission of queries by Bidders would be discussed during the pre-bid meeting )
<b>Date of Pre- bid conference</b>	11 <sup>th</sup> August 2017 ( Friday) at 14:30 hrs

<b>Place for Pre-bid meeting</b>	MMTC LIMITED Corporate Office Core -1, "SCOPE COMPLEX" 7 Institutional Area, Lodhi Road, New Delhi - 110003 INDIA
<b>Last date and time for submission of bids</b>	5 <sup>th</sup> October 2017 ( Thursday) at 15:00 hrs
<b>Opening of Prequalification bids</b>	To be informed later
<b>Opening of Technical bid</b>	To be informed later
<b>Start PoC demonstration</b>	To be informed later
<b>Opening of Commercial bids</b>	To be informed later
<b>Address for communication</b>	General Manager (Systems) MMTC LIMITED Corporate Office Core -1, "SCOPE COMPLEX" 7 Institutional Area, Lodhi Road, New Delhi - 110003 INDIA Email: <a href="mailto:erptender@mmtclimited.com">erptender@mmtclimited.com</a>

## 1. RFP Structure

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This document constitutes the Request for Proposal (RFP) for selection of ERP product and System Integrator (referred in the document as SI) by MMTC Limited (referred in the document as MMTC). This RFP has been prepared to invite bidders to submit their proposals to implement and maintain the ERP System for MMTC.

Information used for the preparation of this RFP has been made available from relevant and published sources of MMTC. Nonetheless, bidders are required to make informed evaluation and decision based on their judgment.

This RFP document contains the entire information that constitutes the requirement as proposed by MMTC in order for qualified bidders to submit their proposals. Any queries or clarifications must be submitted in the prescribed format and will be addressed to all bidders simultaneously.

This RFP comprises the following documents:

### **Volume I: Functional, Technical and Operational Requirements**

Volume I of RFP brings out all the details of solution requirements of the ERP System. This volume also gives the details of the other requirements (functional, operational and technical) of the ERP system.

### **Volume II: General Instructions, Commercial and Bidding Terms**

Volume II of RFP brings out details of the bidding process, bidding terms and conditions and all that may be needed by the bidders to understand the bidding process.

### **Volume III: Master Service Agreement and Service Level Agreement**

Volume III of RFP explains the contractual terms that will govern the project implementation and operation. This includes the draft Master Service Agreement and Service Level Agreement that MMTC intends to sign with the successful bidder or the selected SI.

**This Document is Volume II.**

## 2. Introduction

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MMTC Limited (MMTC) was established in 1963 and is one of the two highest foreign exchange earners for India and also a leading international trading company with a turnover of over Rs. 11,500 Crores for financial year 2016-17. It is the largest international trading company of India and the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Government of India for long standing contribution to exports.

MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of International trading. Its vast International trade network, which includes a wholly owned international subsidiary in Singapore, spans almost in all countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage.

*Note: For details about MMTC and business functions, refer to Volume I of the RFP Document.*

## 3. Bidding Process Details

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Potential Bidders are referred to as "Bidders/SI" in this document.

### 3.1. General Instructions to Bidders

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#### 3.1.1. Availability of the RFP Documents

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The bidders can download the RFP document from the websites provided in the Tender Notification table of Volume II. The bidder is required to submit the tender document fee in the form of DD/ BC which shall be paid along with the proposal at the time of bid submission. The RFP document can also be purchased from MMTC before the last date by paying the tender fee as specified in the Tender Notification Table. In case, Proposals received without or with inadequate RFP Document fees shall be rejected.

- a) The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

#### 3.1.2. Pre-Bid Conference

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MMTC will host a Pre-Bid Conference as per the date given in the Tender Notification Table. The representatives of the interested bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. It will also provide each

bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project. The clarifications sought in writing by the bidders before the last date of submission of clarifications would be discussed during the pre-bid conference. (Maximum 2 representatives from the bidder's organization having authorization letter from the organization or Identity card of the attendee will be allowed during pre-bid conference)

### 3.1.3. Bidder clarifications and MMTC's Responses

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All clarifications from the bidders relating to this RFP must be submitted in writing exclusively to the contact person before the last date for receipt of clarifications as specified in the Annexure I in the format specified as **Form A.1**. MMTC will not respond to any clarifications received after the last date for receipt of clarifications as specified in the Tender Notification Table. The mode of delivering written questions would be through post or email. In no event will MMTC be responsible for ensuring that bidders' clarifications have been received by them. Telephone calls will not be accepted for clarifying the queries.

After the RFP is released, MMTC shall accept written questions/queries from the bidders. MMTC will endeavor to provide complete, accurate, and timely response to all questions to all the bidders. However, MMTC makes no representation or warranty as to the completeness or accuracy of any response, nor does MMTC undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by MMTC. All responses given by MMTC will be published in their website or email communication will be sent to all the bidders. All email communications sent by bidders to MMTC must be sent to the email address provided in the Tender Notification table.

### 3.1.4. Amendments to RFP

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- a) If MMTC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue amendments to this RFP. Such amendments will be hosted in the locations mentioned in the Tender notification table. Any such amendments shall be deemed to be incorporated by this reference into this RFP.
- b) At any time prior to the deadline (or as extended by MMTC) for submission of bids, MMTC, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, MMTC may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) through email or any other communication means, and these will be binding on all the bidders.
- c) In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, MMTC, at its discretion, may extend the deadline for the submission of bids.



- d) MMTC does not take any responsibility for loss of communication through emails or any other communication means. The bidders are expected to watch the locations mentioned in the Tender notification table for clarifications, amendments, modifications to the RFP.
- e) MMTC reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications / quantities / requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. MMTC also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

#### 3.1.5. Proposal Preparation Costs

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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 MMTC to facilitate the evaluation process, and in negotiating a definitive Agreement (provided in Volume III of this RFP) and all such activities related to the bid process. This RFP does not commit MMTC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the agreement for implementation of the project.

#### 3.1.6. MMTC's Right to terminate the Process

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- a) MMTC 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 agreement, 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 actions taken by MMTC.
- b) MMTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- c) This RFP does not constitute an offer by MMTC. The bidder's participation in this process may result in MMTC selecting the bidder to engage in further discussions and negotiations towards execution of an agreement. The commencement of such negotiations does not, however, signify a commitment by MMTC to execute an agreement or to continue negotiations. MMTC may terminate negotiations at any time without assigning any reason.

#### 3.1.7. Bid Security or Earnest Money Deposit (EMD)

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- a) Bidders shall submit, their Bid security/EMD , (amount specified in the tender notification table), in the form of a Bank Guarantee (BG) drawn from any

scheduled commercial bank other than Co-operative bank or Gramin bank<sup>1</sup> in favour of MMTC Limited payable at New Delhi branch and valid for One (1) year from the last Date of the bid submission. Bid security in the shape of Bank Guarantee (BG) shall be submitted in the format provided in the **Form A.3: Bid Security as specified in this RFP**. Any deviation from the EMD/ Bid Security format as mentioned in the RFP document may result in the rejection of the bid. The BG should be in favor of MMTC limited payable at New Delhi.

- b) The bid security is interest free.
- c) The bid security, for the amount mentioned above, of successful bidder would be returned upon submission and confirmation of Performance Bank Guarantee (as mentioned under 'Payment terms & schedules'). The bid security of all unsuccessful bidders will be returned by MMTC at the earliest, post signing of agreement and submission of the Performance Bank Guarantee (PBG) by the successful bidder.
- d) The bid submitted without bid security, will be liable for rejection without providing any further opportunity to the bidder concerned.
- e) The bidder shall extend the validity of the offer and Bid security on request by MMTC
- f) The bid security may be forfeited:
  - i) If a bidder withdraws its bid during the period of bid validity
  - ii) In case of a successful bidder, if the bidder fails to sign the agreement in accordance with terms and conditions

#### 3.1.8. Authentication of Bids

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- a) The original and one copy of the physical bids shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder to bind the Bidder to the Contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid
- b) The cover letter specified as **Form A.2** and the commercial bid shall be uploaded using digital signature certificate of the authorized signatory of the Bidder. A scanned copy of the letter of authorization (authorizing the authorized signatory to sign the bid documents) supported by a notarized Power-of-Attorney should be also be uploaded. The bidder shall upload to the location mentioned in the tender notification table.

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<sup>1</sup> The bank from must be a net worth of at least Rs 500 crore and capital adequacy ratio of 9%. Bank Guarantee banks with net worth of less than Rs 500 crore and up to 300 crore can be accepted only with prior approval of MMTC.

- c) The Bidder must submit Power of Attorney authorized by the Board as a signing authority for Signing of bids/ Digital signature

### 3.1.9. Interlineations in Bids

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The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

### 3.1.10. Venue & Deadline for submission of proposals

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- a) Proposals, in its complete form in all respects as specified in the RFP, must be submitted to MMTC as specified in the Tender Notification Table.
- b) Last Date & Time of submission: As given in the Tender Notification Table
- c) MMTC may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum, in which case all rights and obligations of MMTC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

### 3.1.11. Late Bids

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Bids received after the due date and time as specified in the Tender Notification Table (including the extended period if any) for any reason whatsoever, shall not be entertained by MMTC.

## 3.2. Bid Submission Instructions

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Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. MMTC will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

Bidders shall furnish the required information on their Pre-qualification, Technical and Commercial proposals in the enclosed formats only. The tender will be liable for rejection if there is any deviation in the format or if the envelopes are not sealed properly.

### 3.2.1. Mode of Submission

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The bidder is required to submit their offer in both physical and online mode as specified in the Tender Notification table. The submission of bids shall be in accordance with the instructions given in the Table below:

Submission of Online Bid Documents	The bidder is required to submit bid documents online at MMTC e tendering Portal.
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<p>Uploading of bid documents</p>	<p>The Cover letter and the Commercial bid documents shall be uploaded using digital signature certificate of the authorised signatory of the Bidder at the location mentioned in the tender notification table. (Refer Form A.2 and Form D.1 and D.2)</p>
<p>Submission of bid in Physical form</p>	<p>The bid documents including the commercial bid documents to be submitted in the physical form in the tender box at following address :</p> <p style="padding-left: 40px;">MMTC Limited, Corporate Office , Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003</p>
<p>Envelope1: Tender Fee and Bid Security and Integrity pact</p>	<p>The envelope containing the Tender Fee, EMD/ Bid Security &amp; signed Integrity pact shall be sealed and subscribed <b>“Tender Fee, EMD/Bid Security &amp; Integrity Pact – Implementation of ERP System at MMTC”</b>. The envelope should also contain Tender fee in the form of DD/BC, if not already submitted. This envelope should not contain any Commercials, either in explicit or implicit form, in which case the bid will be rejected.</p>
<p>Envelope2: Response to Pre-Qualification Requirements</p>	<p>The response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in this Volume.</p> <p>The pre-qualification proposal should be submitted in one printed copy of the entire proposal and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the Pre-Qualifications requirements. The words <b>“Response to Pre-Qualification Requirements– Implementation of ERP System at MMTC”</b> shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory of the bidder on all the pages.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the proposal will prevail and will be considered as the proposal for the purpose of evaluation.</p>

	<p>The proposal should contain the copies of references and other documents as specified in the RFP.</p> <p>This envelope (physical copy and/or CD) should not contain any Commercials in either explicit or implicit form, information other than related to pre-qualification, in which case the bid will be rejected.</p>
<p>Envelope3: Technical Proposal</p>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this volume.</p> <p>The Technical proposal should be submitted with One printed copy of the entire proposal and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the Technical proposal. The words <b>“Technical Proposal–Implementation of ERP System at MMTC”</b> shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory of the bidder on all the pages.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the Technical proposal will prevail and will be considered as the proposal for the purpose of evaluation.</p> <p>The Technical proposal should contain the copies of references and other documents as specified in the RFP. This envelope (physical copy and/or CD) should not contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p>
<p>Envelope 4 Commercial Proposal</p>	<p>The Commercial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this volume.</p> <p>The Commercial proposal should be submitted both Online (shall be uploaded using digital signature certificate of the authorised signatory of the Bidder at the location mentioned in the tender notification table) and One printed copy of the entire proposal and a soft copy on non-rewriteable compact discs (CDs) with all the contents of the commercial proposal. The words</p>

	<p><b>“Commercial Proposal–Implementation of ERP System at MMTC”</b> shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory of the bidder on all the pages.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the Commercial proposal will prevail and will be considered as the proposal for the purpose of evaluation.</p> <p>All the remaining pages in the Commercial proposal should be with a seal and signature of the authorized signatory of the Bidder. <i>(The commercial proposal will be opened only after the evaluation of the Technical Proposal)</i></p>
Envelope 5	<p>All the above 4 envelopes should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project <b>“Response to the RFP for Implementation of ERP System at MMTC”</b>, at the top right hand corner and addressed to MMTC at the address specified in Tender Notification Table</p>
Note:	<p>The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency.</p> <p>Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.</p> <p>All the outer and inner envelopes shall be properly sealed.</p>

- a) MMTC will not accept delivery of proposal in any manner other than that specified in this volume. Proposal delivered in any other manner shall be treated as defective, invalid and liable to be rejected.
- b) All the envelopes of the proposals shall have the name and address of the bidder to enable the proposal to be returned unopened in case it is declared "late" or the Technical proposal does not qualify. The unopened envelopes can be collected from MMTC in the address mentioned in the Tender Notification table.
- c) The bidders are requested to sign across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected.

- d) Tender Fee, EMD/Bid Security Pre-qualification proposal and Technical Proposal should not contain any commercial information.
- e) A board resolution /authority letter authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP shall be included in the Pre-qualification proposal.
- f) If any bidder does not qualify in technical evaluation, the Commercial proposal shall not be considered.
- g) MMTC will not accept delivery of proposal by fax or e-mail. Such proposals shall be rejected.
- h) The proposals shall be valid for a period of Twelve (12) months from the date of opening of the proposals. A proposal valid for a shorter period shall be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
- i) In exceptional circumstances, at its discretion, MMTC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or email.

### 3.2.2. Authenticity of the information and right of verification

- a) MMTC reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for the purpose of Pre-qualification and Technical Proposal. Any such verification or lack of such verification by MMTC shall not relieve the respondent of its obligations or liabilities hereunder nor will it affect any rights of MMTC there under.
- b) In case it is found during the evaluation of the responses or at any time during the subsequent procurement process or before signing the agreement or after its execution and during the period of project execution resulting out of the agreement thereof, that the bidder has made material misrepresentation or has given any materially incorrect or false information in the proposal, the bidder shall be disqualified forthwith if not yet awarded the agreement either by issue of the letter of intent or entering into an agreement. MMTC would initiate appropriate action against the selected bidder as per the laws of the land, if the agreement is already awarded.

### 3.2.3. Language of Proposals

The proposal and all correspondence and documents shall be written in English. The bidder shall furnish certified translated documents, wherever the citations/documents attached as part of the bid are in language other than English.

#### 3.2.4. Conditions under which this RFP is issued

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- a) This RFP is not an offer and is issued with no commitment. MMTC reserves the right to withdraw the RFP and change or vary any part thereof at any stage. MMTC shall duly communicate the same. MMTC also reserves the right to disqualify any bidder should it be so necessary at any stage.
- b) Timing and sequence of events resulting from this RFP shall ultimately be determined by MMTC.
- c) No oral conversations or agreements with any official, agent, or employee of MMTC shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of MMTC shall not be valid. Oral communications by MMTC to bidders shall not be considered binding on MMTC, nor shall any written materials provided by any person in MMTC other than the person specified in the tender notification table.
- d) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MMTC or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- e) All bidders, until the agreement is awarded and the successful bidder, up to five year post signing of the agreement, shall not, directly or indirectly, solicit any serving employee of MMTC to leave MMTC or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of MMTC.

#### 3.2.5. Rights to the Content of the Proposal

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All proposals and accompanying documentation of the Technical proposal will become the property of MMTC and will not be returned after opening of the Technical Proposal. The bidders who do not qualify the Technical evaluation, their Commercial proposals will not be opened. MMTC is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts/ consultants engaged in the evaluation of bid responses and can do so without compensation to the bidders. MMTC shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

#### 3.2.6. Modification and Withdrawal of Proposals

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- a) No modification or revision is allowed in the bids after submission.
- b) The bidder is allowed to withdraw their submitted proposal any time prior to the last date prescribed for the receipt of bids, by giving a written notice to MMTC to that effect.



### 3.2.7. Acknowledgement of Understanding of Terms

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- a) By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, Annexures hereto, and has fully informed itself as to all the conditions and limitations.
- b) By submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that he is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders.

### 3.2.8. Entire Documents

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- a) Entire Request for Proposal - The following constitutes the entire Request For Proposal by MMTC
  - i) The three volumes of the RFP published by MMTC
  - ii) The additional conditions if any, published by MMTC on or before the last date for the submission of the responses by the bidder
  - iii) The clarifications provided by MMTC during the pre-bid phase or before the last date for the submission of the responses by the bidder.
  - iv) Amendments/ Addendum/ Corrigendum issued by MMTC on or before the last date for the submission of the responses by the bidder.
  - v) Any official communication sent by email/post or published by MMTC to all the bidders during the bidding period or before the last date for submission of the response by the bidder.
- b) Entire proposal by the bidder – the following constitutes the entire proposal by the bidder
  - i) The response by the bidder.
  - ii) The presentation material submitted by the bidder during the bidder presentation sessions.
  - iii) The clarifications provided by the bidder as part of the proposal against any queries/requests by MMTC.
- c) Mode of Communication
  - i) No oral communication by either party will be recognized as the official communication or commitment. The only permitted mode of communication by either party will be through email/post.

- ii) Any communication sent through email by either party should be through the email id of the respective authorized persons and only those communications will be considered as commitments.

### 3.2.9. Non-Responsive Proposals

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A proposal may be construed as a non-responsive proposal and ineligible for consideration:

- a) If it does not comply with the terms & conditions, requirements of this RFP, failure to comply with the technical requirements, and acknowledgment of receipt of amendments
- b) If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP for prequalification, Technical and Commercial proposals or do not appear to address the particular requirements of the proposed solution, and any such bids may also be disqualified.
- c) If the technical or commercial proposal of the bidder does not adhere to the minimum BOM and timelines of this RFP, the bid shall be declared as non-responsive and will not be evaluated further.

### 3.2.10. Disqualification

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The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated.

- a) Violation of the bid submission process
  - i) Pre-qualification proposal, Technical proposal and Commercial proposal are not submitted in the prescribed formats and mode as given in the RFP
  - ii) The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Pre-qualification documents or in Technical Proposal
  - iii) If it comes to MMTC's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this agreement/Tender.
  - iv) If a bidder submits more than one bid.
  - v) If it is not complying to the CVC requirement of:
    - 1. In a tender, either the Indian agent on behalf of the Principal / OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

2. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/ product.
- b) Non-compliance to the conditions of the bidding process
    - i) The Bid documents are not signed as per guidelines of the RFP
    - ii) The required Bid security has not been paid as specified in the RFP
    - iii) The Bid validity period is shorter than the required period
    - iv) The Bid is not submitted in accordance with this document
    - v) During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
    - vi) The bidder qualifies their Bid with their own conditions or assumptions
    - vii) Bid is received in incomplete form
    - viii) Bid is not accompanied by all the requisite documents
  - c) Non responsive Content of the proposal
    - i) Information submitted in the Pre-qualification and Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
    - ii) The deliverables as given in the Technical proposal should be in consonance with the Commercial proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid
  - d) Inability to respond in accordance with the bidding guidelines
    - i) The successful bidder, invited to sign the agreement qualifies the letter of acceptance of the agreement with its own conditions
    - ii) The successful bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into an agreement within 30 days of the date of issue of letter of intent or within such extended period, as may be specified by MMTC
  - e) Fraudulent and corrupt practice
    - i) Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:

- ii) “corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of MMTC in the procurement process or in agreement execution; and
  - iii) “fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
  - iv) “Unfair trade” practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser
- f) Consequences of disqualification
- i) If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
  - ii) If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with MMTC will be entertained.
  - iii) Documents submitted as a part of the proposal and which have not been opened will be returned to the bidders with due acknowledgement and bidder shall make necessary arrangements for collection of same from MMTC office within the specified time frame, failing to which MMTC will not guarantee the safe custody of the bid documents.
  - iv) Documents submitted as a part of the proposal and which have been opened at the time of disqualification will be returned to the Bidders as per directions from MMTC.
  - v) If the disqualification is for the reasons of fraudulent or corrupt practice, MMTC has the right to initiate action to black list the bidder as per the provisions of the relevant acts/rules

### 3.2.11. Government Restrictions

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In order to discharge the obligations in respect of supply of products and services, it is essential that the bidder undertakes that there are no Government restrictions or sanctions or limitations in the country of the supplier or countries from which products or

sub components are being procured and/or for the export of any part of the system being supplied. (**Refer Form B.24**)

### 3.2.12. Insurance to be taken out by the Bidder

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The Bidders at their cost shall arrange, secure and maintain all insurance as may be pertinent to the Works/ Services and obligatory in terms of law to protect their interest and interest of MMTC. The responsibility to maintain adequate insurance coverage at all-times shall be of the bidder alone. The Bidders failure in this regard shall not relieve them of any of his contractual responsibilities, obligations and liabilities.

## 3.3. Bid Opening and Evaluation Process

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### 3.3.1. Bid opening sessions

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- a) Total transparency will be observed while opening the proposals/bids.
- b) MMTC reserves the rights at all times to postpone or cancel a scheduled bid opening.
- c) The bids will be opened, in three sessions, one for Bid Security and Pre-Qualification Proposal, one for Technical Proposal of those bidders whose Pre-Qualification bids Qualify and one for Commercial proposals of those bidders whose Technical bids qualify, in the presence of bidders' authorized representatives who choose to attend the Bid opening sessions on the specified date, time and address. (Maximum 2 persons per bidder are allowed at the bid opening session of this RFP with letter of authority).
- d) The bidders' authorized representatives who are present shall sign an attendance sheet evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for MMTC, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, MMTC shall go ahead and open the bid of the bidders.
- e) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- f) The bid security envelope along with Integrity pact will be opened first by MMTC for Pre- Qualification bid evaluation, in the presence of bidders' representatives (only one/two per each bidder) who may choose to attend the session on the specified date, time and address. The Bid Security and Integrity pact envelope of the bidders will be opened on the same day and time, on which the Pre – Qualification Bid is opened.
- g) It is mandatory for bidders to sign and submit the integrity pact along with EMD/Bid Security, **refer form A.3 and B.25 for Integrity pact** of annexure of this volume of RFP document.

### 3.3.2. Overall Evaluation Process

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- a) Proposals will be evaluated by a Committee of Nominated Officials (the "Committee") appointed by MMTC including their designated representative(s)/consultant. MMTC or such other authority designated by MMTC as the case may be is also referred to herein as "Committee".
- b) A three tiered evaluation procedure will be adopted for evaluation of proposals, with the pre-qualification evaluation being completed before technical evaluation and technical evaluation being completed before the Commercial proposals are opened and compared.
- c) Pursuant to the pre-qualification criteria, bidders will be short listed for Technical evaluation. Technical bids will be opened only for the bidders who qualify the pre-qualification criteria. The Technical bids for the disqualified bidders will be returned unopened at MMTC office in the address mentioned in the Tender Notification table.
- d) MMTC will review the Technical bids of the short-listed bidders to determine whether the Technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. MMTC may seek inputs from their professional, external experts, external consultants in the Pre-qualification, Technical and Commercial evaluation process.
- e) The MMTC shall assign technical score to the bidders based on the Technical evaluation criteria. The bidders with a technical score above the threshold as specified in the Technical evaluation criteria shall technically qualify for the Commercial evaluation stage.
- f) The Commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the Commercial bids are substantially responsive.

## 4. Pre-qualification Proposal

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### 4.1. Pre-qualification Process

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- a) Since the requirements of MMTC for implementing the ERP system is unique in terms of functional features, MMTC intends to consider only those bidders that have the capability and competency, in terms of technical strengths, experience and financial stability to address the requirements of MMTC to implement the ERP system.
- b) The bidders' Pre-Qualification Proposal in the bid document is evaluated as per the pre-qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the pre-qualification criteria specified, client contact information for verification, profiles of project resources and all others as required for evaluation.
- c) The bidders shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the bidder.
- d) All the bidders will be communicated of the results of evaluation of the prequalification bids.
- e) MMTC may seek clarifications from the Bidder on the pre-qualification proposal.
- f) In case of merger or acquisitions, bidder is required to provide joint declarations/certificates which can be considered by MMTC.

### 4.2. Pre-Qualification Criteria

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#### **General eligibility criteria**

- a) The invitation for bids is open to all entities registered in India who fulfil prequalification criteria as specified below.
- b) Bidders declared by MMTC to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- c) Bidders, whose Bid security was forfeited by MMTC on serious/grave grounds i.e. submission of false/forged/tampered/fabricated/manipulated documents / information at any occasion during last five years from the date of issue of RFP, shall not be qualified.
- d) Breach of general or specific instructions for bidding, general and special conditions of contract with MMTC during the past 5 years may make a firm ineligible to participate in the bidding process
- e) Consortium is allowed and consortium partners are expected to satisfy following general conditions.

## General Conditions

1. The bidder is one who is bidding as a single and only entity while lead bidder is the one who is bidding in a consortium arrangement with a co-bidder
2. A Consortium shall have not more than 2 partners including the lead bidder. In case of consortium, lead bidder shall submit written confirmation of authorization to sign on behalf of other consortium partners
3. In case any of the consortium partner exits the project during the implementation period due to any reason, the lead bidder shall
  - notify MMTC before 15 days of the exit of the consortium partner
  - take complete responsibility of the tasks to be carried out by the consortium partner.
4. Partnerships or Joint Ventures for the purpose of bidding are not allowed
5. The lead bidder cannot be a partner in more than one participating consortium. In case of consortium no company will be allowed to participate in more than one bid i.e. they should have exclusive partners in case it is observed that any consortium have a common partner then such consortiums will stand disqualified and under no circumstances their bids will be entertained. An undertaking in this regard has to be enclosed
6. In case of a consortium, applicant consortia shall have a valid agreement (duly registered) among all the members signed by the Chief Executives/ Authorized Signatories of the companies dated prior to the submission of the bid. The agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The agreement shall be exclusively for this project and lead bidder shall be responsible in case of failure by any member.
7. The bidder (Each member of the Consortium) shall have company registration certificate, registration under labour laws & contract act, valid sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by income Tax department. (Copy of each registration should be provided).
8. Attested copy of the company's annual report has to be attached along with the bid. Bidder should submit an undertaking that Bidder (or any member of the consortium) is as a company / consortium and product quoted are not Black Listed by any Govt. dept. / agency in India.
9. In case the consortium partner(s) default the consortia agreement at the time of signing of contract, the bid will be cancelled.

S No	Criteria	Documentary proof to be submitted



S No	Criteria	Documentary proof to be submitted
<b>1</b>	The Bidder/ Each of the consortium partners should be a company registered in India under the Companies Act, with registered office and operations in India. The Bidder/each of consortium partner should be operational in India for at least last five financial years as of 31st March 2017 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.	Certificate of Incorporation issued by the Registrar of Companies
<b>2</b>	The Bidder or any of the consortium partner must be operating as IT System Integrator and should have offices in all zones of India i.e. southern, eastern, northern and western.	Undertaking by bidder/partners
<b>3</b>	The Bidder/ Any of the consortium partners should not have been blacklisted by MMTC or by any state/central Government institution or any Public Sector unit as on date	Undertaking by bidder/partners
<b>4</b>	In case of a Consortium, a valid consortium agreement among the members signed by the authorized signatories of the companies dated prior to the submission of the bid. MOU shall specify the lead bidder, stake of each member and outline the roles and responsibilities of each member	Copy of Consortium Agreement
<b>5</b>	The Bidder/ lead bidder (in case of consortium) should have an annual turnover of Rs. 200 Crores or more in last three financial years (each year) ending 31st March 2017 as evidenced by the audited accounts of the company, accruing from System Integration and IT services.	Duly certified statement from their auditor for the last 3 financial years indicating the amount of turnover during these years
<b>6</b>	Bidder/ Each of the consortium partners should have a positive net worth each for the three financial years.	Duly certified statement from their auditor for the 3 financial years (2013-14, 2014-15, 2015-16)

S No	Criteria	Documentary proof to be submitted
<b>7</b>	Bidder/ Each of the consortium partners should have a valid certification of ISO/IEC 20000 and CMMi Level. The bidder should be CMMi level 5 and in case of consortium the lead bidder should be CMMi level 5 and the other Consortium partner should have minimum CMMi level 3	Copy of valid certificate issued to the Delivery Centre of the Bidding Organization by respective agencies ( Validity for two years from the date of the RFP) Note: Organizations that are being currently assessed for the requisite certification level shall not be considered. Only the centres that have got certified shall be eligible for bidding.
<b>8</b>	The Bidder or any of the consortium partner must be certified ERP Implementation Partner of the proposed product OEM.	Certificate from OEM
<b>9A</b>	The Bidder or any of the consortium partner must have ERP implementation, modules such as HRM, Finance, SCM, Inventory Management etc. and IT related Services experience of successful Go-Live/ completed project during the last five years (from the date of publishing of the RFP) in one project having ERP implementation of project value of Rs 20 crores and above in India <b>OR</b>	Work order and completion certificate / client citation or Client citation that ERP project is likely to be completed by 31 <sup>st</sup> March 2018  Note: The citation/WO should specify the modules mentioned
<b>9B</b>	The Bidder or any of the consortium partner must have ERP implementation, such as HRM, Finance, SCM, Inventory Management etc. and IT related Services experience of successful Go-Live/ completed project during the last five years (from the date of publishing of the RFP) in two project having ERP implementation of project value of Rs 10 crores and above in India	Work order and completion certificate / client citation or Client citation that ERP project is likely to be completed by 31 <sup>st</sup> March 2018  Note: The citation/WO should specify the modules mentioned

S No	Criteria	Documentary proof to be submitted
<b>10</b>	<p>The Bidder or in case of consortium, any of the consortium partner or both partners together should have experience of successfully completed / be in the process of executing Three (3) IT projects having ERP, such as HRM, Finance, SCM, Inventory Management etc. and related IT services including hardware implementation over multiple locations (at least 5 ) and the user base to be over 300.</p> <p>Out of the above three (3) projects, one (1) project should be mandatorily from Government / PSU</p>	<p>Work order and / or completion certificate / client citation</p> <p>Note: The citation/WO should specify the modules mentioned</p>
<b>11</b>	<p>The Bidder or any of the consortium partner should have at least one training facility, located in India with a training capacity of at least 50 trainees.</p>	<p>Undertaking from SI/lead bidder</p>
<b>12</b>	<p>The Bidder or any of the consortium partner must have practice of implementing proposed solution* and must have atleast 25 professionals experienced in the proposed solution on their rolls.</p> <p><i>*Note :Proposed Solution here refers to same ERP solution proposed as part of technical solution</i></p>	<p>Undertaking from SI/ lead bidder or Certificate from the company secretariat specifying the Manpower</p>
<b>13</b>	<p>The COTS OEM should be a company registered in India under the Companies Act, 1956 with a registered office and operations in India. The company should be operational in India for at least last five financial years as of 31st March 2017 as evidenced by the Certificate of Incorporation and/ or Certificate of Commencement of Business issued by the Registrar of Companies, India.</p>	<p>Undertaking from OEM</p>
<b>14</b>	<p>The COTS OEM should have an annual turnover of Rs. 100 Crores for at least three financial years (each) out of last five financial years ending 31st March 2017 as evidenced by the audited accounts of the company.</p>	<p>Copy of audited accounts</p>

S No	Criteria	Documentary proof to be submitted
15	The COTS product ERP should have a user base of at least 10,000 users of core business functions. Employee users of HR self service module are not considered as a user for this purpose.	Undertaking from OEM/ Client Citation  The bidder to provide details of modules and number of users
16	The COTS product should have at least five(5) Implementations with partners in India. Out of which 1 (One) is to be in Government / PSU/ Trading / Scheduled Bank / Financial Institutions across India.	Client citation
17	The COTS OEM should have at least one authorized/ own training facility located in India with a training capacity of at least 50 trainees.	Undertaking from OEM/ Citation from Authorized partner

#### Submission of Mandatory requirements

The bidder should submit all the mandatory documents listed below. If any of the mandatory documents are not in order, such Proposals are liable to be rejected without further evaluation.

- a) Submission of Undertaking on patent/copy rights
- b) Submission of Undertaking on COTS OEM support commitment
- c) Submission of Undertaking on the solution commitment from OEM
- d) Submission of undertaking on hardware sizing by COTS OEM
- e) Submission of Undertaking on Non malicious code certificate by SI
- f) Submission of undertaking on Personnel
- g) Submission of undertaking on latest software delivery
- h) Submission of Undertaking on Proof of concept(PoC)/Field Trial
- i) Submission of Integrity pact
- j) Submission of Undertaking on no Government restrictions from OEM
- k) Submission of undertaking on latest hardware delivery

#### 4.3. Pre-Qualification Proposal

- a) The pre-qualification proposal should be strictly in line with the tables & forms provided in this RFP. Bidders are required to use the following checklist for the pre-qualification proposal.

The envelope shall contain the Pre-Qualification Proposal in five parts with the following details:

##### 4.3.1. Part I – Details of the bidder Organization

- a) This part must include a general background of the bidder organization
- b) Details of the organization as per the format provided in the RFP (Form B.1 Details of bidder). Enclose the mandatory supporting documents listed in format provided in the RFP.
- c) Declaration on Government Regulation as per the format provided in the RFP (Form B.2 of the Pre-Qualification Response Formats).
- d) Assessment and Certification of the required certification (CMMi Level 5 or above and ISO 20000). (Form B.7 and B.8 of the Pre-Qualification Response Formats). Enclose the mandatory supporting documents listed in format provided in the RFP.
- e) Details of the authorized training center and support center in India as per format provided in the RFP. (Form B.15 of the Pre-Qualification Response Formats).

#### 4.3.2. Part II – Relevant ERP Project Implementation Experience of Bidder organisation

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- a) Three citations of successful end-to-end implementation of the proposed ERP system as per the format given in the RFP (Form B.4 of the Pre-Qualification Response Formats). The bidder is required to provide details of executed in the last five (5) financial years. Bidders shall also furnish list of on-going projects with agreed completion dates and likely completion target dates.
- b) ERP Consultants on the rolls of the bidder as per the format provided in the RFP. (Form B.5 of the Pre-Qualification Response Formats).
- c) ERP OEM Authorization Declaration as per the format provided in the RFP. (Form B.6 of the Pre-Qualification Response Formats).

#### 4.3.3. Part III – Relevant ERP Product Information

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- a) ERP system Information detailing the Solution Characteristics as per the format provided in the RFP. (Form B.9 of the Pre-Qualification Response Formats).
- b) Three citations of successful implementation of the end to end modules of the proposed ERP system in Public Sector Organizations/ Govt. in India over multiple locations with user base of over 300 as per the format given in the RFP (Form B.11 of the Pre-Qualification Response Formats). Provide details of no more than 3 projects executed in the last 5 financial years.
- c) Declaration from the OEM on the implementation partners for the proposed ERP product as per the format provided in the RFP. (Form B.12 of the Pre-Qualification Response Formats).

#### 4.3.4. Part IV – Relevant ERP Product OEM Information

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- a) Details of the ERP OEM Organization as per the format provided in the RFP (Form B.13 of the Pre-Qualification Response Formats). Enclose the mandatory supporting documents listed in format provided in the RFP.
- b) Financial details of the ERP OEM Organization as per format provided in the RFP. (Form B.14 of the Pre-Qualification Response Formats). Enclose the mandatory

supporting documents listed in format provided in the RFP.

- c) Details of the authorized training center and support center in India as per format provided in the RFP. (Form B.15 of the Pre-Qualification Response Formats).
- d) ERP OEM's commitment to provide audit and expert advice for the implementation services as per format provided in the RFP. (Form B.17 of the Pre-Qualification Response Formats).

Notes:

- i. *Only Project Citations executed in the last 5 financial years (2010--2016) will be considered for evaluation.*
- ii. *'Turnkey IT Projects' relates to projects involving Development, Deployment, and Commissioning of the IT Application, IT Infrastructure, and Operations & Maintenance Services on the application and underlying infrastructure. In respect of the cited projects, the bidder should have been directly responsible for the implementation of the projects.*
- iii. *In case of bidders where the CMMi or ISO certification is under renewal, the bidders shall provide the details of the previous CMMi or ISO certification and the current assessment details for consideration in the evaluation process.*
- iv. *The CMMi or ISO certification should be valid as on the last date of proposal submission. In case of expiry of current assessment, the bidder shall provide a certificate from the SEI/ ISO Lead auditor that reassessment for the same or higher level is commenced. The bidder shall ensure the assessment for the first year after the contract is commenced.*
- v. *Only projects that are submitted as part of the proposal will be evaluated. MMTC may seek clarifications on the projects submitted. However, no new project will be accepted by MMTC after submission of the proposal.*

## 5. Technical Proposal

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### 5.1. Technical Proposal Guidelines

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- a) Technical proposal to include the covering letter as given at Form C.1
- b) The bidder is expected to understand the complete solution footprint, the processes and functions of MMTC while preparing the Technical Proposal.
- c) The bidder is required to provide in the Technical Proposal details of how it proposes to implement the modules and solution components of the ERP system to cover all the functional areas and processes of MMTC listed in Volume I of this RFP.
- d) The bidder is expected to bid for the project with a complete understanding that, all the processes and functions given in Volume I of this RFP need to be implemented using the solution components of ERP, and deliver the services and solutions given in Volume I of this RFP, at a fixed price, without any provisions for bargaining for a different interpretation of the specifications in Volume I of this RFP and changes in scope, while executing the project.
- e) The Technical proposal should contain a detailed description of how the functional and technical requirements outlined in this RFP are met by the proposed solution. The bidder should provide a comprehensive solution mapping indicating the solution components of the proposed ERP along with Partner Products, if any. The solution should be based on COTS in the true sense and should not be an “application development platform” with minimal features. MMTC expects majority of the features to be addressed with the ready product.
- f) The Product should meet all the functionality needs based on the information indicated in the Volume I of this RFP. The solution proposed by the bidders should comply with the “Functional & Technical requirements” detailed in the Functional Requirement specifications available in Annexure II of volume 1 of RFP.
- g) While the bidder has the freedom in making any assumptions about the processes and functions of MMTC while interpreting the details given in Volume I of this RFP, such assumptions cannot be the basis for any bargaining or different interpretation during the execution of the project. MMTC interpretation shall be final and binding on all the bidders. The assumptions made by the bidder shall not have any impact on the technical and commercial bid submitted.
- h) MMTC retains the right of the final say in the interpretation of the scope of the Project in terms of the interpretation of the functions and processes of MMTC, as listed in volume I of this RFP.
- i) Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the Business Design phase from the way they are specified in the Volume I of this RFP should not be considered as deviations or extensions to the original process specifications.
- j) The modules of ERP system which have been listed are more of a reflection of the functional areas to be addressed rather than the specific modules being

implemented. So the bidder is required to make an assessment of the modules to be activated within the ERP System, to implement the processes of MMTC as detailed in Volume I. However any changes to the assumptions of the bidder in terms of the modules, as long as the processes remain the same will not be treated as a change in scope.

- k) The Technical proposal should address all the areas/ sections as specified in the RFP and should 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 Volume I.
- l) The Technical proposal must not contain any pricing information.
- m) The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification of the proposal.
- n) The Technical Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP should not be included in the proposal by the bidder. MMTC will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- o) MMTC is also open to any suggestions that the bidder may want to render with respect to the implementation of the ERP system at MMTC, its coverage, the modules to be implemented and the best practices to be adopted in the light of their expertise or experience from similar assignments. However It is not binding on MMTC to agree to the suggestions
- p) Wherever the customer name is asked for, for experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
- q) The bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the Technical proposal. The bidders are not expected to attach any promotional material, brochures with the proposal. Any such information will be treated negatively. However, the bidder is expected to provide the names of the organizations, only if the organization is the direct customer of the bidder.
- r) The bidder shall number all the pages of the Technical proposal including the annexure and other attachments. All pages should be signed by the authorized signatory.

The Technical proposal shall be in line with the Annexure I (Bid Formats) of this document and shall strictly comply with all the forms and formats as provided in the Annexure.

#### **1. Part I – General Bid Information**

- a) This part should include the Technical proposal covering letter (as per form C.1 of Annexure III) along with the any general information of the bidder that the bidder would like to provide about the background of the organization and the



suitableness of the bidder's experience (project, people, organization, etc.) for the current project.

## **2. Part II – Proposed Solution**

The proposal should contain the details of the solution components proposed along with how each of the solution components would meet the requirements of MMTC.

- a) Solution details including but not limited to the ERP system, the modules or solution components of the ERP, the other solution components required to meet the requirements of MMTC, solutions required for running the maintenance and support operations, the solutions/tools required during implementation.
- b) Functional coverage of the solution
- c) The bill of material for the ERP system (Form C.6 of Annexure III)
- d) The hardware bill of materials (Form C.7 of Annexure III)
- e) The details of third party solutions if any, their description and the purpose.
- f) How the solution components are sized and their relationship to licensing metrics.
- g) Details should be provided to demonstrate the solution fitment to MMTC's requirements along with the logical rationale for each of the solution components and the suggested versions to indicate how the proposed ERP system components meet the processes and sub processes of MMTC

## **3. Part III – Functional Fitment**

The bidder should provide details as per the format provided in the RFP (Form C.5 of Annexure III).

## **4. Part IV – Understanding of Requirements of MMTC**

The bidder is expected provide a comprehensive understanding of the best practices related to implementations in Government/ PSU/Trading/ Banking / Financial Institutions organizations from the past experiences of implementation of ERP system.

- a) The best practices from earlier implementations of ERP that needs to be implemented in MMTC (Trading, Procurement).

## **5. Part V– Project Methodology**

The Technical proposal should contain a detailed description of how the bidder will implement the ERP system at MMTC. It should articulate in detail, as to how the bidder's methodology, technical teams, the management expertise and specific capabilities required for the project will be deployed to meet the requirements of MMTC as specified in Volume I of this RFP.

- a) Overall Implementation methodology: The implementation methodology to bring out how the requirements of MMTC will be addressed comprehensively to get the best out of the ERP system. The methodology being deployed by the bidder to

implement the ERP system at MMTC needs to be elaborated to bring out the following factors clearly:

- i) The Mechanism to manage the risks of quality and time
  - ii) The mechanisms to ensure all the processes of MMTC described in Volume I of this RFP are implemented without any change in scope of work
- b) Methodology and Expertise in business design and process design: As elaborated in Volume I of this RFP, MMTC intends to exploit the best features of ERP System effectively to meet its process and functional requirements. The bidder is required to provide specific business design documents with all the details from its past projects to bring out the expertise of the organization.
  - c) Methodology for Quality control and testing of the configured system.
  - d) Methodology for internal acceptance and review mechanisms. MMTC would like the bidder to implement transparent mechanisms for review and acceptance of the deliverables produced by the SI during the project execution, before they are delivered to MMTC. The bidder is required to provide details on the quality standards for each of the deliverables, the review and correction mechanisms for each of the deliverables, and the acceptance criteria for each of the deliverables. Ensuring the quality of deliverables, the list of individual experts or organizations units which will review the deliverables produced by the project team.
  - e) Audit services from OEM. The bidder is expected to indicate the details of these services by the ERP OEM and how the feedback on these will be incorporated.
  - f) Methodology and approach along with tools and processes provided for addressing data conversion and migration requirements and ensuring the quality of the migrated data through multi-step validation.
  - g) Methodology for Change Management and Training.
  - h) Methodology to make the proposed best practices / process redesign interventions get adopted in MMTC for ensuring the requirements of MMTC are addressed comprehensively without too much customization.

## 6. Part VI – Project Team

The Technical proposal should contain details of the team for implementation, and the profiles of the experts with highlights of their experience as relevant to this project. The proposal should indicate how the organizational expertise is deployed at the project site to ensure that the deliverables are as per the best practices of implementation and the best practices available with the ERP system are implemented to meet the requirements of MMTC. The profiles of resources listed below should be submitted in the format given under Form C.2 of Annexure II.

- a) Profile of Project Director in the given format
- b) Profile of the Project Manager in the given format.

- c) Profile of the Solution Architect
- d) Profile of Technical Architect in the given format.
- e) Profile of the Functional Lead in the given format.
- f) Profile of the Technical Lead in the given format
- g) Profile of the Technical and Functional Consultant in the given format.
- h) Profile of Support Team member in the given format.

#### **7. Part VII – Project Governance, Project Plan & Resource Loading**

MMTC expects that the bidder has planned the project in detail, adequately loading the project with requisite resources. The requirement of MMTC is that the project is completed on time to the satisfaction of the users of the ERP system at MMTC. The bidder should give an overview of the project plan, resource loading, the mechanisms for managing the timelines, the mechanism for change management, scope management duly assessing the effort to address the changes in scope if any, assessing the expertise required to address these changes , and configuration control.

- a) Governance Mechanism covering Project Structure for Governance, management, escalation, and issue resolution.
- b) Detailed Project Plan as per the format given under Form C.3 of Annexure II with comprehensive list of deliverables along with timelines. The project plan should clearly indicate project mile stones, the deliverables with each of these milestones, and closing points of these milestones.
- c) Resource loading as per the format given under Form C.4 of Annexure II. The bidder is requested to highlight how they plan to execute the project, critical milestones and the deliverables, resource loading both at site and offsite etc. Mechanisms to bring in new members to the team due to attrition or any other reason, instead of the ones suggested in the proposal, judging their competencies against the ones suggested in the proposal.
- d) Mechanisms for Escalation and issue resolution
- e) Risk Management & Mitigation plan
- f) Mechanisms to monitor the project timelines. The key milestones for MMTC Management review, for corrective actions, for giving go ahead for further actions and for payments.
- g) Details of Project standards that will be adhered to during the implementation of the project. MMTC intends to ensure that the project artefacts and documents are well organized for review, modification and for future reference. It is expected that SI will use the native document/project management tool available with the ERP system for this purpose. The bidders are required to provide details of how will they use these solutions to meet the requirements of MMTC
- h) Format of Deliverables and Artefacts:
  - i) Business Design

- ii) Test Cases
- iii) Cut over Strategy
- iv) Data Migration Strategy

#### **8. Part VIII – Operations and Maintenance**

MMTC expects that the bidder has planned the project in detail, adequately loading the project with requisite resources. The requirement of MMTC is that the project is completed on time to the satisfaction of the users of the ERP system at MMTC. The bidder should give an overview of the project plan, resource loading, the mechanisms for managing the timelines, the mechanism for change management, scope management duly assessing the effort.

- a) A detailed bill of services offered in the support and maintenance as per the **Form C.8** of Annexure II.
- b) Team structure to deliver the services during the support and maintenance phase as per format given under **Form C.9** of Annexure II.
- c) Escalation process.
  - a) Methodology for Application Support.
  - b) Methodology for Infrastructure Support.
  - c) Methodology for Incident and Problem Management.
  - d) Methodology for Change / Release Configuration Management.
  - e) Methodology for Overall Service Level Management.
  - f) Methodology for Handholding Support.

#### **9. Part IX – Proof of Capability (PoC)**

Proof of capability demonstration and Documentation & Presentation would be as per the demonstration made and the quality of documentation submitted

#### **10. Part X – Optional Suggestions on the Draft Contract**

- a) A draft contract including the standard terms and all the other terms specific to the implementation of the ERP system at MMTC is circulated as Volume III of this RFP. It is expected that the bidder will be able to execute this contract without any modifications, in case they are selected for doing so.
- b) However the bidder is requested to indicate as per **Form C.10** of Annexure II, the changes the bidder desires to have and the reason for that.
- c) This is only a solicitation of suggestions for change. However, it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process should be construed as any commitment from MMTC to consider those suggestions.
- d) The bidder should not suggest any change to the contract that has financial or

commercial implications during the execution of the contract and is against the basic spirit of procuring the services for implementation of ERP Solution.

- e) The bidder is also requested not to base the Price quote on the assumptions that the suggestions for changes to the draft contract will be accepted by MMTC.

#### **11. Part XI – Optional Supplementary Information**

Additional information directly relevant to the scope of services provided in the Volume I of the RFP may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. However, this information will not be considered for evaluation purposes.

#### **5.2. Technical Proposal Evaluation Process**

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Since the requirement of MMTC for implementing the ERP system are unique in terms of functional features, MMTC intends to consider only those System Integrators that have the capability and competency, in terms of technical strengths, experience and financial stability to address the requirements of MMTC to implement the ERP system. The evaluation of the Technical bids will be carried out in the following manner:

- a) The bidders' Technical proposal proposed in the bid document is evaluated by MMTC committee as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified in the format specified in the RFP as required for technical evaluation.
- b) MMTC has the right to employ the services of external agencies, consultants, consulting organizations or individual experts to help MMTC committee in evaluating the Technical Proposals, Proof of Capability / concept demonstration or personal interviews, as elaborated in the subsequent sections. No conditions in the bidder's response in the contrary will be valid.
- c) MMTC may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications submitted by the Bidder on the Technical Proposal should not have any commercial implications.
  - i) All such clarifications will be sent to the contact persons indicated in the proposal by email.
  - ii) If the bidder fails to respond within the stipulated time period, MMTC has the right to make assumptions on the Technical Proposal submitted by the bidder and if such assumptions lead to disqualification of the Technical proposal, MMTC is not accountable for these omissions.
  - iii) The responses by the bidders to the queries raised by MMTC will be treated as part of the proposal by the respective bidders.

- iv) If any of the responses by the bidders to the queries sent by MMTC has commercial implications, these commercial aspects will not be accommodated in the commercial evaluation process.
- d) Proof of capability demonstration: MMTC will invite each pre-qualified bidder to make a proof of capability demonstration to MMTC committee at a date, time and venue decided by MMTC. The purpose of the demonstration will be to test the suitability of the proposed ERP system to meet the requirements of MMTC.
  - i) MMTC will test the proposed solution on its ability to meet the specific requirements of MMTC. This will be done by evaluating the PoC demonstration of the solution. In common parlance the FRS is equivalent of design specifications and PoC are specifications for testing a design. While Functional Requirement Specification (FRS) detailed in this RFP is the design specification, PoC will be the test specification.
  - ii) The PoC scripts will be targeted to address major MMTC processes but in no way indicate or limit the scope of the functional requirements specifications of the COTS solution implementation at MMTC.
  - iii) The testing of the COTS solution against the PoC scripts will be done by the Committee as the case may be and appropriate scores will be allocated to the proposed ERP system.
  - iv) Cost and mechanism of PoC shall be to the charge of the bidder.
  - v) The extension can be granted only in unavoidable circumstances with the approval of MMTC. The committee may seek oral clarifications from the bidders during the demonstration. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process. All oral clarifications and oral responses provided by the bidders would be recorded.
  - vi) The bidder is expected to demonstrate the Proof of Capability of the Scripts provided by MMTC. In failure to do so, the Bidder might be liable for rejection.
- e) Personal Interview / discussion with the Project Team
  - i) The Committee will have the right and the option to interview any or all the members of the Project Team, proposed by the bidder and whose profile is the basis of Technical Evaluation.
  - ii) These interviews can be either over telephone or in person.

- iii) The focus of the interview will be to assess the quality of the experience of the team member, the depth of experience & expertise he/she brings in and the relevance of that expertise to MMTC, etc.
  - iv) If there is a personal interview, it will be held at the corporate office of MMTC at New Delhi, at a time and date to be indicated separately.
  - v) The bidder is required to bear the cost of travel of its members for these interviews, in case the team members need to travel from different places.
- f) Following will be the technical evaluation methodology:
- i) Each Technical Bid that complies with all the mandatory requirements will be assigned a technical score out of a maximum of 100 points. Each of the criteria will be assigned a technical score as spelt out in Section 5.3 of this document.
  - ii) The overall technical score cutoff is 80 marks. As one of the criteria, the bidder will require to attain the overall cutoff marks or more during the evaluation, for their commercial bids to be considered.
  - iii) Only the bidders, who score a total Technical score of 80 (eighty) or more, will qualify for the evaluation of their Commercial bids.
  - iv) The committee shall indicate to all the bidders the results of the technical evaluation through written communication. The technical scores of the bidders will be announced prior to the opening of the commercial bids.
  - v) The technically qualified bidders will be informed of the date and venue of the opening of the Commercial bids through written communication.

### 5.3. Technical Evaluation Criteria

#### Technical Evaluation Scoring Matrix:

S. No	Evaluation Criteria	Measurement Matrix / Method	Marking Guidelines	Marks
1.	<p>Past Track Record of the ERP implementation (Govt./ PSU)</p> <p>The bidder is expected to submit ERP implementation</p>	<p>The following aspects to be demonstrated in projects cited as part of the requirements:</p> <p>1. IT Infrastructure Planning and similar Implementation Services</p>	<p>Two (2) marks for each line items</p>	<p>Marks 10</p>

S. No	Evaluation Criteria	Measurement Matrix / Method	Marking Guidelines	Marks
	<p>citation with similar organizations certified</p>	<p>2. Application suitability</p> <p>3. User base</p> <p>4. Multi-location experience and Duration of Project (multi-year, O&amp;M)</p> <p>Number of Organizations where the proposed solution/product has been implemented</p>		
<p>2.</p>	<p><b>Understanding of RFP and Functional Requirement Specifications compliances</b></p> <p>The bidder is expected to propose a solution that covers all aspects of the functional requirements and shall clearly articulate how the solution complies with all the requirements mentioned in the FRS and RFP.</p>	<p>FRS compliance being met as a standard functionality to be awarded full marks, customization &amp; 3<sup>rd</sup> party shall be awarded marks on a pro rata basis, and for development no marks shall be awarded for the particular FR.</p> <p>Note: The bidder will be allotted marks as follows (based on the % of the requirement met):</p> <p>1. &gt;=95-100% - 10 Marks</p> <p>2. &gt;=90 % - &lt;95% - 8 marks</p> <p>3. &gt;=85% - &lt;90% - 6 marks</p> <p>4. &gt;=80% - &lt;85%- 4</p>	<p>Marks awarded on pro rata basis</p>	<p>Marks 10</p>



S. No	Evaluation Criteria	Measurement Matrix / Method	Marking Guidelines	Marks
		<p>marks</p> <p>5. <math>\geq 70\%</math>- <math>&lt; 80\%</math> - 2 marks</p> <p>6. <math>&lt; 70\%</math>- no marks</p> <p>The following criteria will be adopted to evaluate the % of requirements met by the solution</p> <p>A. for each compliance under "supported" or - 1 point</p> <p>B. for each compliance under "customization" - 0.75 point</p> <p>C. for each compliance under "3<sup>RD</sup> PARTY" - 0.5 point</p> <p>d. for each compliance under "Not supported" - 0 point</p>		
3.	Solution Proposed	<p><b>Technical / Associated Requirements of the Solution Proposed</b></p> <p>1. Proposed web based Solution Design</p> <p>2. Proposed Technical Architecture and Technologies /</p>	Two (2) marks for each line items	Marks - 20

S. No	Evaluation Criteria	Measurement Matrix / Method	Marking Guidelines	Marks
		<p>platforms with rationale and benefits (Server Platform, OS Platform, tools proposed for the managing the project requirements, such as SLA monitoring tools, Project Monitoring)</p> <p>3. Architecture proposed</p> <p>4. Future roadmap of the quoted product by OEMs</p> <p>5. Proposed Solution Support for Virtualization and expandability</p> <p>6. Offline processing capability</p> <p>7. Conformance to the Performance metrics and Performance Solution proposed</p> <p>8. Integration capabilities with external third party applications</p> <p>9. Plan for high</p>		

S. No	Evaluation Criteria	Measurement Matrix / Method	Marking Guidelines	Marks
		availability & Scalability  10. Proposed management / business intelligence tool		
4.	IT Infra & Deployment Architecture		Three (3) marks for each line items	Marks 15
	Deployment Architecture	Infrastructure components and Deployment Architecture, Virtualization, etc.		
	Server Hardware Technologies	Provide deployment architecture of the proposed solution both at DC and DRC along with Hardware requirements. What load balancing, clustering features have been provided in your solution  Clear mention of brand, type and specification of technologies proposed for DC and DR. Price not to be mentioned		
	Data Migration	Methodology & Plans proposed for Quality		

S. No	Evaluation Criteria	Measurement Matrix / Method	Marking Guidelines	Marks
	Methodology	Assessment methods, Tools Proposed & its compatibility with existing database		
	Network Plan at DC and DR	Plan for networking and connectivity between DC and  DR – Replication links and internet gateway bandwidth		
	Security Architecture	Methodologies and technologies for securing  a. The application  b. Hardware Infrastructure  c. Network  d. Threats Monitoring		
5.	Proposed Plan and Methodology	Approach and of Methodology implementation	Two (2) marks for each line item	Marks - 10
	Implementation Strategy and Plans	Week-wise work plan clearly indicating tasks, dependencies and milestones/deliverables through the completion of phase 1 and monthly plans for phase 2, with breakup of effort estimates and mapped		

S. No	Evaluation Criteria	Measurement Matrix / Method	Marking Guidelines	Marks
		to key personnel ( Detailed Project plan)		
	Proposed Resources	Proposed Team structure, Responsibility Matrix for both Implementation as well as O&M phases of the project; along with Resources allocation as per project plan		
	Testing Plan	Plans and methodologies for testing , types of testing  - Testing tools proposed		
	Quality Assurance	QA plans and methodologies		
	Operations and Maintenance	Plan and Methodology for O&M phase  - Application Support and version upgrades and patches  - SLA Monitoring Plan & tool proposed  - Business Continuity plan  - Helpdesk support &		

S. No	Evaluation Criteria	Measurement Matrix / Method	Marking Guidelines	Marks
		tool		
6.	Proposed Manpower  Number of People Proposed		Two (2) marks for each item	Marks - 10
	No of Resources proposed	Indicate the number of people proposed for the project in key levels of expertise, namely, Program Managers, Delivery Manager, Solution Architect, Business Analysts and Operations Team, functional consultants etc.		
	Experience of key personnel	The total experience of PMs and Architects (software and hardware) shall be clearly articulated.		
	Relevant skills of key personnel	High level of expertise in Project Delivery / Management and similar projects is desirable. The same team shall be committed to the project		
	Qualifications of proposed personnel	All manpower (excluding support staff) proposed should have a Bachelor's / Master's degree in Technology / Engineering or MCA		
	Certifications of proposed	The proposed manpower shall be certified in relevant		

S. No	Evaluation Criteria	Measurement Matrix / Method	Marking Guidelines	Marks
	manpower	areas of expertise		
7	Change Management & Capacity Building	<b>Approach &amp; methodology for Change Management</b>		Marks 10
		CM approach and Strategy	4 Marks	
		Training Plans	4 Marks	
		CM tools and Artifacts	2 Marks	
8.	Project Governance & Management	<ol style="list-style-type: none"> <li>1. Governance structure and mechanism proposed</li> <li>2. Risk Management &amp; Mitigation plan</li> <li>3. Mechanisms to monitor the project timelines</li> <li>4. Escalation, Change request management / Issue resolution</li> <li>5. Internal acceptance and review mechanisms</li> </ol>	1 marks for each of the line item	Marks – 5
9.	Technical Presentation and Product Demo	Demonstration of scripts and proposed ERP		Marks - 10

## 6. Commercial Proposal

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### 6.1. Commercial Proposal Guidelines

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- a) Commercial proposal to include the covering letter as given at **Form D.1**
- b) The bidder must not include any technical information regarding the services in the Commercial proposal.
- c) As part of the commercial proposal, the bidders shall mandatorily quote for all the components as mentioned in Volume II of the RFP. (**Refer Form D.2**)
- d) The Commercial proposal must be detailed and must cover each year of the project term. The Commercial proposal must be summarized by completing the commercial proposal formats which are contained in Annexure IV of this RFP.
- e) Commercials for all components including optional components should be valid and firm for the entire duration of the project.
  - i) During the proposal preparation the bidder shall review the indicative list of Hardware and System Software as provided in the RFP and propose necessary infrastructure (including software and hardware), in its technical and commercial bid, required for implementation of the ERP Project. The Infrastructure proposed by the bidder must address the functional and technical requirements as stated in this RFP. The bidder shall be solely responsible for any financial implications on items not quoted in the proposal and which are required for implementation and operationalization of the Project.
- f) MMTC reserves the right to procure the components/services listed in this RFP in whole or in part.
- g) The payment terms mentioned in the Agreement issued to the successful SI shall be the only payment, payable by MMTC to the SI for completion of the obligations by the SI as per agreed terms in the agreement.
- h) Cost quoted for the software (both system & application) must include all cost including the cost of procurement, customization, configuration and implementation etc. according to MMTC requirements and its maintenance for the entire project duration till go live and stabilization period.
- i) The cost of installation and configuration of hardware according to the requirements and its maintenance for the entire project duration should be specified.
- j) The Bidders are advised not to indicate any separate discount. Discount, if any, must be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose of this RFP.
- k) The bidder must quote the prices strictly in the manner as indicated in the RFP, failing which; the bid is liable for rejection. The rate/cost shall be entered in words as well as in figures.
- l) Prices quoted in the bid must be firm and final and shall not be subject to any upward revision/modifications. No upward adjustment of the commercial price



shall be made on account of any variations except for GST or any other taxes applicable. A proposal submitted with an adjustable price quotation or conditional proposal liable/may be rejected as non-responsive.

- m) The rates quoted are exclusive of GST or any other tax levied by the central government in lieu of GST and the same will be payable by MMTC over and above the payment schedule
- i) If any of the service component is priced as bundled within any of the other priced component submitted by the bidder, the bidder cannot unbundle it and price it separately after the Commercial bids are opened or during the period of the agreement for implementation of the ERP system.
  - ii) The services provided towards change requests will be quoted as a blended per-person- month rate by the bidder.
- n) Prices must be quoted entirely in Indian Rupees and must be exclusive of all applicable taxes. However bidder is required to provide details of all applicable taxes and levies in the price bid format.
- o) Correction of Error
- i) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to MMTC. All corrections, if any, should be initialed by the person signing the proposal before submission, failing which the figures for such items may not be considered.
  - ii) Arithmetic errors in proposals will be corrected as follows:
    1. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
    2. In case of discrepancy between the cost quoted in the pricing summary sheet for a component and the total cost provided for the component in the detailed cost break up sheet, the detailed cost break up sheet for the component will be considered.
    3. In case of discrepancy between the total price given for a line item / component and the calculated total price (number of units multiplied by the cost per unit for that line item), the total price given for a line item / component will be considered.
    4. The amount stated in the commercial proposal, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

- iii) The amount stated in the Commercial proposal will be adjusted by MMTC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Financial Proposal, its Proposal will be rejected and the Bid security of the bidder will be forfeited.
- p) No adjustment of the price quoted in the Commercial proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the agreement. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the agreement.
- q) The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable.
- r) All costs incurred due to delay of any sort, shall be borne by the Bidder.
- s) MMTC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- t) MMTC reserves the right to ask the Bidder to submit analysis of rate and data sheet for the rates quoted in the Commercial bid by the bidder
- u) If the price for any of the services is not explicitly quoted in the commercial bid or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and MMTC has the right to source services for which no price was quoted or quoted as zero, at no additional price.
- v) If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the agreement.
- w) The commercial bid should be provided in the order as per Annexure IV of this RFP.
- x) Commercial bid of a bidder will be declared non-responsive if the bidder has proposed components in the commercial bid which are different from the solution as mentioned in the technical bid.

## 6.2. Opening of commercial bids

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- a) Only those bidders who qualify the technical evaluation would be intimated by MMTC about the Commercial bid opening. The bids would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders.
- b) The bidder names, the bid prices, the total amount of each bid and such other details as MMTC may consider appropriate, will be announced and recorded at the opening.

## 6.3. Evaluation of Commercial bids

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- a) Evaluation of bids will be based on L1, Lowest in a tender out of all technically qualified bidders. The L1 will be arrived on the base of total project cost as mentioned in the form D.2 of annexure IV of volume II of the RFP document

#### 6.4. Commercial proposal forms

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Refer to Annexure IV of this volume for the Commercial proposal response forms

## **7. Overall Evaluation Methodology and Award Criteria**

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- a) MMTC intends to issue the letter of intent to the bidder whose proposal has been determined as the best value proposal based on Technical and Commercial evaluation criteria.
- b) At the same time as MMTC notifies the successful bidder that its proposal has been accepted, MMTC shall enter into an agreement, incorporating all agreements (to be discussed and agreed upon separately) between MMTC and the successful bidder. The draft agreement is provided in RFP Volume III.
- c) The successful bidder shall submit a fresh undertaking of not being blacklisted as on date of the signing of the agreement (As per Form B.2)
- d) MMTC shall have the right to annul the award in case there is a delay of more than 30 days in signing of agreement, for reasons attributable to the successful bidder.
- e) MMTC does not commit to buy all the items in the quoted price for which pricing has been sought. Out of the various priced items of the Commercial proposal, MMTC will have the option and the right to buy any combination of services or items. The priced items which MMTC intends to buy will be included in the agreement with the successful bidder.
- f) During the period of the agreement, MMTC could buy any of those items which are not included in the agreement and which are part of the quoted price of the bidder. MMTC will have the right to buy those services at the same rate for which the bidder was selected as the successful bidder. The Price quote for all the services indicated in the quote will be valid for the complete period of agreement.
- g) Once an agreement is signed with the successful bidder no adjustment of the agreement price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the agreement.
- h) The Agreement price arrived at, on the basis of selection of a price of the successful bidder, shall be the only payment, payable by MMTC to the bidder for completion of the contractual obligations by the successful bidder under the Agreement, subject to the terms of payment specified in this document.

### **7.1. Failure to agree with the Terms and Conditions of the RFP**

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Failure of the successful bidder to agree with the Terms & Conditions of the RFP within 30 days period shall constitute sufficient grounds for the annulment of the award, in which event MMTC may award the agreement to the next best value bidder or call for new proposals and invoke the PBG.

## 8. Payment Terms and Schedule

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### 8.1. Advance Payment

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No advance payment will be paid by MMTC.

### 8.2. Performance Bank Guarantee

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- a) A Performance Bank Guarantee (PBG) of 10% of the value of the contract would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from a scheduled commercial bank other than Co-operative bank or Gramin bank<sup>2</sup>. The PBG should be furnished within 30 days from the signing of the contract and should be valid till the entire term of the contract and for an additional period of six months after the completion of term of contract towards warranty.
- b) All incidental charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the bidder. If the project implementation/go-live is delayed, the PBG shall be extended by the bidder for such additional duration. The PBG may be discharged/ returned by MMTC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG
- c) In the event of the bidder being unable to service the contract for whatever reason, MMTC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MMTC under the contract in the matter, the proceeds of the PBG shall be payable to MMTC as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MMTC shall notify the bidder in writing of the exercise of its right to receive such compensation within 7 (Seven) days, indicating the contractual obligation(s) for which the bidder is in default.

### 8.3. Liquidated Damages

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In the event of the Bidder's failure to submit the Guarantees and Documents and supply the solution / equipment as per schedule specified in this RFP, MMTC may at its discretion withhold any payment until the completion of the contract. MMTC may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price (minus O&M cost) for every month of delay or part of a month, subject to the maximum value of the Liquidated Damages being not more than 10 % of the Contract price. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to MMTC under the contract and law. However liquidated damages will not be claimed for the

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<sup>2</sup> The bank must have net worth of at least Rs 500 crore and capital adequacy ratio of 9%. Bank Guarantee from banks with net worth of less than Rs 500 crore and up to 300 crore can be accepted only with prior approval of MMTC.

period of delay solely attributable to MMTC. These liquidated damages are applicable till the project go-live and stabilization period.

#### 8.4. Payment Schedules and Milestones

The successful bidder will sign a Service Level Agreement (SLA) with MMTC covering all the required services. The payment schedule and milestones are divided into two phases:

- a) Implementation and Stabilization Phase
- b) Operations and Maintenance Phase

Milestones and Payment Schedules for Implementation Phase

S. No.	Payment Milestones for the Implementation phase	% Payment of Sub-total for Services Provided During Implementation Phase)
1.	On approval of Project plan	5%
2.	On Approval of Business Design /System requirement specifications (SRS)	10%
3.	On delivery of Application software	15%
4.	On Installation and commissioning of Hardware / software at the DC & DRC facility	5%
5.	On sign off of UAT & completion of Data Migration	10%
6.	On Completion of stabilization period following Phase I Go live	15%
7.	On Completion of stabilization period following Phase II Go live	20%
8.	On Mobilization of handholding support team and operationalisation of Centralized helpdesk along with submission of updated user manuals and configuration manuals to MMTC	10%
9.	On generation of Annual financial statements from the new system as per MMTC formats	10%

##### 8.4.1. Milestones and payment Schedules for Operations and Maintenance Phase

The operations and maintenance phase is for a period of 10 years post Final Go-Live. The cost quoted for each year of Operations and Maintenance phase will be made in four (4) equal instalments for each respective year upon satisfactorily adhering to the SLAs. The payments during the Operations and Maintenance phase will be made at the end of every quarter after the delivery of services upon satisfactorily adhering to the SLAs defined in

volume III of this RFP. The successful bidder will be required to submit a compliance report at the end of every month and a consolidated compliance report at the end of quarter, based on which these payments would be made.

Payment Milestones for the O&M phase	% Payment of Sub-total for Services Provided during O&M Phase
Balance - YoY Operation & Maintenance Support	Equal quarterly instalments

## Annexures

### Annexure - I Bid Formats

#### Form A.1: Request for Clarifications /pre-bid queries

Bidders requiring specific points of clarification may communicate with MMTC during the specified period using the following format:

Bidder's Request For Clarification / Pre Bid Queries			
Name of Organization submitting request		Name & position of person submitting request	Full address of the organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
S.No	Bidding Document Reference(s)(section number/ page)	Content of RFP requiring Clarification	Points of clarification Required
1			
2			

*Note: The name of the organization and the date shall appear in each page of such as document/email in the header or footer portion.*

Yours faithfully,

On behalf of [System Integrator's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:



Form A.2: Proposal covering letter

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**[Cover Letter]**

[Date]

To,

General Manager (Systems)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sir,

**Ref: RFP for Implementation of ERP system**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the implementation of ERP system at MMTC.

We attach hereto the response as required by the RFP, which constitutes our proposal.

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

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of twelve (12) months from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed in the Form E.1 of this volume. We agree that MMTC is not bound to accept any tender response that they may receive. We

also agree that MMTC reserves the right in absolute sense to reject all or any of the products/ services specified in the tender response.

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

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between MMTC and our organization.

	Primary Contact	Secondary Contact
Name:		
Designation:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We understand that it will be the responsibility of our organization to keep MMTC informed of any changes in this list of authorized persons and we fully understand that MMTC shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication, in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to MMTC.

Dated this      Day of              2017

(Signature)                              (In the capacity of)  
(Name)

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

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

Witness Signature:

Witness Name:

Witness Address:

Contact Details:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I,....., the Company Secretary of ....., certify that  
..... who signed the above Bid is authorized to do so  
and bind the company by authority of its board/ governing body.

(Company Seal)

Date:

Signature:

(Name)

**Note:** Authorized signatory should be an employee of the SI/OEM (as applicable) and should have been authorized vide a board resolution, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP.

Form A.3: EMD/ Bid Security Format

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**BANK GUARANTEE (Rs. 100 Stamp Paper) for EMD**  
**Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_**

MMTC Limited  
Core-I, Scope Complex  
7. Lodhi Road  
New Delhi – 110003

1. WHEREAS, **MMTC LIMITED**, a Company having its registered office at Core-I, Scope Complex, 7- Institutional Area, Lodi Road, Delhi-110003 (**hereinafter called the 'MMTC'**) have floated Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_, for implementation of ERP System in MMTC.
2. WHEREAS, \_\_\_\_\_ (Bidder name and address) (here in after referred as the bidder) has participated in the tendering process, for \_\_\_\_\_ for implementation of ERP System in MMTC in response to RFP issued by MMTC Limited vide its Tender No. \_\_\_\_\_, by submitting its bid No. \_\_\_\_\_ on \_\_\_\_\_.
3. AND WHEREAS, the bidder is required to furnish EMD, in the form of Bank Guarantee of Rs. 50,00,000 (Rupees fifty lakh only), as required under the tender.
4. We \_\_\_\_\_ (name of the bank & address) (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. 50,00,000 (Rupees 50 Lakhs only (in words) without any demur, contestation, protest or reference to the bidder or any other party if the bidder fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid tender. The decision of MMTC communicated in writing that the bidder has defaulted in performance of his obligations, shall be final and binding on us notwithstanding any contestation or protest by the bidder. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. One crore only.
5. We, \_\_\_\_\_ (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and valid upto (date) and that it shall continue to be enforceable till tender is finalized. In case bidder is selected in the tendering process, they are required to replace this BG with a valid performance BG of required value.
6. We, \_\_\_\_\_ (bank name & address) further agree that MMTC shall have the fullest liberty without our consent and without affecting in any

manner our obligations herein to vary any of the terms and conditions of the said RFP or to extend time of performance by the bidder from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the bidder and forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reasons of any such variations or extensions being granted to the bidder or for any forbearance, act or omission on the part of MMTC or any indulgence by MMTC to the bidder , or by any latter or thing whatsoever , which under the law relating to the sureties would , but for this provision have the effect of so relieving us.

7. We, \_\_\_\_\_(bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of MMTC in writing. We, \_\_\_\_\_(bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said bidder in any suit or proceeding pending before any court or tribunal relating thereto. Our liability under these premises are being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and that the said Bidder have no claim against us for making such payment.
8. Our liability under this guarantee is restricted to an amount of Rs. (Rupees \_\_\_\_\_(in words)). The guarantee shall remain valid up to unless a demand or claim under this guarantee is made on us in writing within three months thereafter. We shall be discharged from all liabilities under this guarantee thereafter. We further agree that this guarantee will not be affected in any manner whatsoever due to any change in the constitution of the Bidder or the bank. We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing from MMTC.
9. We have the power to issue this guarantee in your favour under the charter of our bank and the undersigned has full power to execute this guarantee under the power of attorney to him by the bank.

Signed and Delivered this \_\_\_\_ day of \_\_\_\_\_ Year.

Witness : 1.  
2.

(Authorised Signatory)  
(Signed with stamp)

## Annexure - II Formats for Prequalification Proposal

### Form B.1: The legal entity

Details of the Bidder Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Registrar of Companies (RoC) Reference No	
Address of the Headquarter	
Address of the Registered Office in India	
Address of offices in India	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Certificate of Incorporation from Registrar Of Companies( ROC)	
b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company	
c) Certification on commencement of business	

Form B.2: Declaration on not being blacklisted

---

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003

Dear Sir,

We confirm that our company is not blacklisted as of today for any fraudulent actions by MMTC or by any state/central Government institution or any Public Sector Organization.

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.

On behalf of *[System Integrator's Name]*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

### Form B.3: Financial Information

---

Financial Information			
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth (in INR crores)			
Revenue from IT services (in INR crore)			
Other Relevant Information			
Mandatory Supporting Documents:			
<ul style="list-style-type: none"> <li>a) Audited financial statements for the Last three financial years;2013-14, 2014-15 and 2015-16 (Please include only the sections on P&amp;L, revenue and the assets, not the entire balance sheet.)</li> <li>b) Certification by the company auditors/company secretary supporting the revenue break-up</li> </ul>			



## Form B.4 – Implementation Experience

<b>ERP Implementation Project Information (one form for each project reference duly certified by authorized signatory) (provide details of no more than 3 projects executed in the last 5 financial years ending with 31<sup>st</sup> March 2014)</b>
<b>Client Information</b>
Name of client
Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,
Nature of business / operations of client
Revenue/Budget (in case of Government dept.) of the client
Size of operations of customer impacted by the solution in terms of turnover, number of locations, number of employees etc.
<b>Project Details</b>
Brief description of the Project
Functional areas of business covered in the project
Implementation Geographical Location/ Number of Locations / business units at which the project is implemented
Project Value in INR
Duration of engagement (with Start date and end-date/expected end-date)
Scope of the Project (Consulting, ERP Implementation, Networking, Training, Post-Implementation,)
Details of the Solution in terms of the following:
Modules implemented
Version of Product Implemented
Current version of the product
Information about upgrade
Number of Users of the solution
Relevance of the implementation to the current project (Indicate clearly which of the five projects is similar in scope to the current project)
<b><u>Supporting Documents</u></b>
Relevant experience certificates /documents issued by the Customer organizations indicating the successful completion of the project

Form B.5 – ERP Consultants Information

---

ERP Consultants Information	
<b>ERP Product Name:</b>	<b>Version:</b>
Number of ERP Solution Consultants in the Company	
<u>Supporting Documents</u> Certification by the company auditors/Company Secretary supporting the number of ERP consultants in the organization	

Form B.6 – OEM Authorization to bid

---

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003

**Sub: Authorization of <company name of SI> to Provide Services Based on Our Product(s)**

Dear Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that <name of SI> ("SI") is a certified partner to provide implementation services of our solution and have due authorization from us to provide services, to MMTC that are based on our product(s) listed below as per Request for Proposal (RFP) document relating to providing of the ERP Solution Application, Implementation, training & maintenance services, and System Integration services to MMTC.

We further endorse the warranty, technical support and licensing terms provided by SI to MMTC.

Sr. No.	Product Name	Version
1.		
2.		
3.		

Yours

faithfully,

On behalf of [ERP OEM's Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

CC: SI's corporate name

Form B.7: Quality Assessment Details (CMMi Level)

---

(To be submitted on the Letterhead of the System Integrator)

(Place)

(Date)

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi – 110003

Dear Sir,

We would like to provide/confirm the following information on the quality certification of our organization.

Level of CMMi Assessment	
Date of Assessment	
Validity of the Assessment	
Name of the Assessing company and their contact details	
Units / Locations Assessed	
Mandatory Supporting Documents	
Proof of Assessment issued by auditors	

We have attached a copy of the certificate in support of the above information.

Dated this \_\_\_ day of \_\_\_ 201\_\_

Yours sincerely,

On behalf of [System Integrator's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

Form B.8: Quality Assessment Details (ISO 20000)

(To be submitted on the Letterhead of the System Integrator)

(Place)

(Date)

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi – 110003

Dear Sir,

We would like to provide/confirm the following information on the quality certification of our organization.

ISO 20000 Assessment Details	
Level of ISO Assessment	
Date of Assessment	
Validity of the Assessment	
Name of the Assessing company and their contact details	
Units / Locations Assessed	
Mandatory Supporting Documents	
Proof of Assessment issued by auditors	

We have attached a copy of the certificate in support of the above information.

Dated this \_\_\_ day of \_\_\_ 2017

Yours sincerely,

On behalf of [System Integrator's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

**Form B.9: Solution Characteristics**

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To,

General Manager (System)  
 MMTC LIMITED  
 Corporate Office  
 Core -1, "SCOPE COMPLEX"  
 7 Institutional Area, Lodhi Road,  
 New Delhi – 110003

Dear Sir,

We would like to declare/confirm the following information on our ERP system

Solution Characteristics		
Coverage of functions in the ERP solution that are available should be an application integrated on interoperable platform	Function	ERP module name
	Finance & Costing	
	HR	
	Payroll	
	Inventory Management	
	Trading	
	Retail	
	Any Other	
Supported Operating Systems		
Supported Standard Databases		
Availability of Security Features	Security features	ERP module name
	Authentication	

	Single Sign On	
	Authorization	
	Biometric	
	Integrated User Management	
Mandatory Supporting Documents		
ERP Product Brochure		

Dated this \_\_\_ day of \_\_\_ 2017

Yours sincerely,

on behalf of [ERP OEM's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM



Form B.10: Worldwide user base of ERP

---

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To,

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sir,

We hereby declare that the number of core users of our COTS product <name> is atleast 10,000 across the globe. This number does not include users of Employee Self Service.

Dated this \_\_\_ day of \_\_\_ 2017

Yours sincerely,

On behalf of [*ERP OEM's Name*]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

Form B.11: COTS experience in Government/PSU

COTS experience in Government/PSU completed/ Go-Live	
Client Information	
Name of client	
Designation of the person who can be referred to from Clients' side with postal address.	
Nature of business / operations of client	
Project Details	
Brief description of the Project	
Functional areas of business covered in the project	
Implementation Geographical Location/ Number of Locations/ business unit at which the project is implemented	
Year of go-live/ project completion year	
Modules implemented	Yes/No
Finance & accounting	
HR	
Payroll	
Inventory Management	
Trading	
Retail	
Any other	
Supporting Documents <b>Note:</b> A client citation with reference to the above experience/citation for ERP refers to one or more of the following a) a client letter b) work order/contract copy c) completion/go-live certificate The above supporting document(s) should clearly specify the project status (i.e. gone live/ completed) with date The above document(s) should be duly certified by authorized signatory Please use separate forms for multiple citations.	

Dated this \_\_\_ day of \_\_\_ 2017

Yours sincerely,

On behalf of [ERP OEM's Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

Form B12: Partner Ecosystem

---

To be submitted on the Letterhead of the ERP OEM

(Place)

(Date)

To,

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sir,

We would like to declare the following information on our partners for implementation of the COTS solution in India.

Name of the COTS OEM	
Product Name	
Certified Partner's name	

Dated this \_\_\_ day of \_\_\_ 2017

Yours sincerely,

On behalf of [ERP OEM's Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

Form B.13: The legal entity of OEM

---

Details of the Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Registrar of Companies - Reference No	
Address of the Headquarters	
Address of the Registered Office in India	
Other Relevant Information	
Mandatory Supporting Documents: a) Certificate of Incorporation from Registrar Of Companies( ROC) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company b) Certification on commencement of business	

Form B.14: Financial information of OEM

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi – 110003

Dear Sir,

We would like to declare the following information on our financials and legal status in India.

Name of the ERP OEM			
Product Name			
Nature of business in India			
<u>Financial Information</u>			
Annual Turnover from the enterprise solutions(in INR crores)			
Annual audited financial statements certified by the Auditor duly showing the above information			

Dated this \_\_\_ day of \_\_\_ 2017

Yours sincerely,

on behalf of [ERP OEM's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

Form B.15: Training Facility

---

To be submitted on the Letterhead of the company

(Place)

(Date)

To

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sir,

We would like to declare the following information on our training /support capabilities in India.

Name of the Company	
Product Name	
Authorized/ Owned Training Centre	
Address of the training centre	
Seating capacity of the training centre	

Dated this \_\_\_ day of \_\_\_ 2017

Yours sincerely,

on behalf of [Company's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Company

Form B.16: Patent Rights/copyrights confirmation

---

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003  
Sir,

**Sub: Undertaking on Patent Rights/copy rights during implementation of ERP Solution at MMTC**

I/We do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipments, systems or any part thereof to be supplied by us.

We shall indemnify MMTC against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies of the software / applications including upgrades as and when they are made available and uninterrupted use of the software solution and/or system or any part thereof to MMTC and persons authorized by MMTC, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

If at a later date it is found that it does infringe on patent rights, I/We absolve MMTC of any legal action and MMTC will have the right to claim damages.

Yours faithfully,

On behalf of [ERP OEM's Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM



Form B.17: Support Commitment from ERP OEM

---

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003

**Sub: Undertaking on providing support during Implementation**

Dear Sir,

- 1 We the provider of ERP system, do hereby undertake that our products being implemented by <<SI's corporate name>>, pursuant to the Request for Proposal (RFP) document relating to providing of the ERP Implementation, training & maintenance services, to MMTC will be audited and reviewed to ensure they are implemented to the best of the features, possibilities, practices and methodology of these solutions. We will ensure to send the review or audit reports directly to MMTC.
- 2 We would like to confirm that we will commit to provide audit and expert advice for the implementation services to ensure that the implementation by the <<Name of the bidder>> is upgrade compatible.
- 3 We also undertake that we will provide support to MMTC during the implementation, in auditing the implementation, the quality of deliverables and in ensuring that the solution is implemented in the best of ways by exploiting all the capabilities offered by the solution, to meet the requirements of MMTC

Dated this \_\_\_ day of \_\_\_ 2017

Yours sincerely,

On behalf of [ERP OEM's Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

Form B.18: Solution commitment from ERP OEM

---

(To be submitted on the Letterhead of the System Integrator)

(Place)

(Date)

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi – 110003

Dear Sir,

We, the implementers of the ERP system, would like to confirm that the components proposed to be licensed to MMTC, against the functional requirements elaborated in the RFP fully meets the requirements of MMTC both in terms of functional coverage and scale of operations.

If during the implementation of the ERP system at MMTC, it is found that the proposed licensed system components are inadequate to meet the specifications in the RFP document, the required system components in terms of scale or coverage will be supplied without any financial burden to MMTC.

Dated this \_\_\_\_ day of \_\_\_\_ 2017

Yours sincerely,

On behalf of [*System Integrator's Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

Form B.19: Undertaking on hardware sizing certification by ERP OEM

---

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003

**Sub: Undertaking on Sizing**

Dear Sir,

We, acting in the capacity of the OEM of the proposed COTS ERP product, have been involved in the sizing of the hardware and all other related equipment for our software proposed by the <<bidder name>> based on information provided by MMTC in it's RFP document and assure MMTC that the sizing is appropriate to the best of our knowledge.

Yours faithfully,

On behalf of [ERP OEM's Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

Form B.20: Commitment for Field Trial/PoC demonstration of ERP Solution

---

(Company letter head)

[Date]

To,

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003

Sub: Confirmation for Field Trial/ PoC Demonstration of ERP solution

Dear Sir,

I/We agree and confirm our willingness to provide the ERP system proposed by us for trial evaluation and through PoC demonstration at a place, date and time to be indicated by MMTC, at New Delhi on "No Cost No Commitment" basis when so requested.

Yours faithfully,

On behalf of [*System Integrator's Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

Form B.21: Non-malicious code certificate

---

(Company letter head)

[Date]

To,  
General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi – 110003

**Sub: Non-Malicious Code Certificate**

Dear Sir,

1.I/We hereby certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:-

- a) Inhibit the desired and the designed function of the equipment.
- b) Cause physical damage to the user or his equipment during the operational exploitation of the equipment.
- c) Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are no Trojans, Viruses, and Worms, Spywares or any malicious software on the system and in the software developed.

3. Without prejudice to any other rights and remedies available to MMTC, we are liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software .

Yours faithfully,

On behalf of *[System Integrator's Name]*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

Form B.22: Undertaking on Personnel

---

(Company letterhead)

[Date]

To,

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

**Sub: Undertaking on Personnel**

Dear Sir,

1. I/We do hereby undertake that those persons whose profiles were part of the basis for evaluation of the bids and have been identified as "Key Personnel" of the proposed team, including Project Director, Project Manager, Technical/Solution Architects, Network/Database Expert, Business Analyst, and Domain Expert for the design and development and implementation of ERP system and shall be deployed during the Project as per our bid submitted in response to the RFP.
2. I/we undertake that all the resources proposed for deployment on the Project at MMTC site are Indian Citizens as per the Citizen Act and we are open for verification and security clearance of the above resources by MMTC.
3. We undertake that any of the identified "Key Personnel" shall not be removed or replaced without the prior written consent of MMTC.
4. Under exceptional circumstances, if the Key Personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by MMTC. MMTC will have the right to accept or reject these substitute profiles.
5. We also undertake to staff the Project with competent team members in case any of the proposed team members leave the Project either due to voluntary severance or disciplinary actions against them.
6. We acknowledge that MMTC has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of MMTC that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
7. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,

On behalf of *[System Integrator's Name]*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

Form B.23: Commitment on latest software delivery

---

(Company letter head)

[Date]

To,

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi – 110003

Dear Sir,

I/We do hereby confirm to deliver the latest versions of the software as available on the date of delivery on mutually agreed terms, that addresses the requirements of MMTC, pursuant to the Request for Proposal (RFP) document relating to providing of the ERP Application and associated software components, Implementation, training and maintenance services, Information Technology Infrastructure and System Integration services to MMTC at the same cost committed in the Price proposal.

Yours faithfully,

On behalf of *[System Integrator's Name]*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:



Form B.24: Undertaking on no Government restrictions from ERP OEM

---

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To ,

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sir,

We confirm that there are no Government restrictions or limitations in the country of the supplier or countries from which subcomponents are being procured and/or for the export of any part of the system being supplied.

We shall ensure that there is completion of the supplies and uninterrupted use of the system by MMTC and persons authorized by MMTC, irrespective of any such restrictions. Without prejudice to the foregoing, we undertake and agree to indemnify and hold MMTC harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by MMTC and/or its representatives, arising directly out of any such restrictions.

We would also like to confirm that we are committed to allow and support MMTC to use COTS product notwithstanding any of the OEM country's regulations, restrictions, and sanctions against MMTC.

Dated this \_\_\_ day of \_\_\_ 2017

On behalf of [ERP OEM's Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

Form B.25: Integrity pact

---

**INTEGRITY PACT**

Between

MMTC Limited hereinafter, referred to as “MMTC”,

And

..... hereinafter referred to as “The Buyer/Vendor/Bidder”

**Preamble**

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us.

In order to achieve the goals, MMTC may appoint an Independent External Monitor (IEM), who will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of MMTC**

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
  - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
  - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
  - c) MMTC will exclude from the process all known prejudiced persons.

2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)**

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
  - a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.
  - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
  - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts.**

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

**Section 4 – Compensation for Damages**

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

**Section 5 – Previous transgression**

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

**Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)**

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.
2. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)**

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

**Section 8 – Independent External Monitor(s)**

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on

the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.

5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “IEM” would include both singular and plural.

#### **Section 9 – Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

#### **Section 10 – Other provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
(For & on behalf of MMTC)  
(Office Seal)

.....  
(For & on behalf of Bidder)  
(Office Seal)

Place : .....

Date : .....

Witness 1 : .....

Name :

Address :

Witness 2 : .....

Name :

Address :

**Note:** The bidder are advised to communicate with the Independent External Monitors (IEMs) only in case of complaints relating to integrity pact. The details are as follows:-

Shri. Bijoy Chatterjee

[bijoychat@gmail.com](mailto:bijoychat@gmail.com)

Shri. D.R.S. Chaudhary

[dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)

Form B.26: Commitment on latest Hardware recommendations

---

(Company letter head)

[Date]

To,

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sir,

I/We do hereby confirm to recommend the latest make/versions of the hardware as available on the date of delivery on mutually agreed terms, that addresses the requirements of MMTC, pursuant to the Request for Proposal (RFP) document relating to providing of the ERP Application and associated hardware components, Implementation, training and maintenance services, Information Technology Infrastructure and System Integration services to MMTC at the same cost committed in the Price proposal.

Yours faithfully,

On behalf of *[System Integrator's Name]*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:



**Form B.27: FRAUD PREVENTION POLICY**

---

(Company letter head)

[Date]

To,

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sir,

We Bidder(s)\_\_\_ shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.gov.in/>) during their participation in the tender process, during the execution of contract and in any other transactions with MMTC.

- (i) The bidder(s)/ shall not directly or through any other person or firms, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (ii) The bidder(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (iii) The bidder(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act, further the bidder(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
  - (iv) The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
  - (v) The bidder(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- (b) Disqualification from tender process and exclusion from future contracts : If the bidder(s) before award or during execution has committed a transgression through a violation of Clause above of "fraud prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s) from undertaking any

transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

- (c) Damages: If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause,(B) ABOVE MMTC shall be entitled to demand and recover from the contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.

Yours faithfully,

On behalf of [*System Integrator's Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

## **Annexure - III - Technical evaluation scoring matrix & response forms**

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### **Form C.1: Technical Proposal Covering letter**

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(Bidder Company letter head)

[Date]

To

General Manager (System)

MMTC LIMITED

Corporate Office

Core -1, "SCOPE COMPLEX"

7 Institutional Areas, Lodhi Road,

New Delhi - 110003

Dear Sir,

**Ref: Request for Proposal for implement ERP system at MMTC**

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for implementation of ERP system at MMTC as required and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in Volume 1 of this RFP or such features as may subsequently be mutually agreed between us and MMTC or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of twelve (12) months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal agreement is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us and MMTC.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MMTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MMTC as to any material fact.



## Form C.2: Profile of Team

**Project Manager**

1. Name of the person	
2. Role in the Project	
3. Qualification	
4. Total number of years of experience	
5. Number of years with the current company (the bidder)	
6. Functional area / expertise	
7. Area of ERP certification	
8. Number of complete life cycle ERP implementations carried out (provide details)	
9. The names of customers for which the person was a Project Manager/Technical/Domain consultant (Please provide the relevant names)	
10. The functional areas /processes implemented under ERP	

**Note:** The name of the organization and the date shall appear in each page of such a document/email in the header or footer portion.

**Finance/Cost Accountancy/HR/Trading/Retail/ Consultant (PI add a separate sheet for each resource)**

1. Name of the person	
2. Role in the Project	
3. Qualification	
4. Total number of years of experience	
5. Number of years with the current company (the bidder)	
6. Functional area / expertise	
7. Area of ERP certification	
8. Number of complete life cycle ERP implementations carried out (provide details)	
9. The names of the public sector customers for whom <module name> has been implemented (Please provide the relevant names)	
10. The functional areas /processes implemented under ERP	

**Note:** The name of the organization and the date shall appear in each page of such a document/email in the header or footer portion.

Form C.3: Project Plan

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**Project Plan**

No	Activity <sup>1</sup>	Months <sup>2</sup>											
1													
2													
3													
4													
5													
N													

1. Indicate all main activities of the assignment. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

Form C.4: Resource loading

---

Sl . No.	Name of Resource	Area of Expertise	Position Assigned	Task Assigned	Period
1.					
2.					
3.					
4.					
5.					



## Form C 5- Solution fitment

### Functional Requirements Response Matrix

1. For each requirement provided in the Functional Requirements Specification in Annexure II of Volume I, the SI should respond with one of the following response parameters:-
  - (a) Standard: Product meets the requirement without the necessity for changing the source code.
  - (b) Work-around: Product meets the requirement through a work-around but without the need for changing the source code.
  - (c) Customization: Functionality needs to be developed by changing the source code to meet the requirement.
  - (d) Third Party Tool: The requirement can be met through add-on or bolt-on applications.
  - (e) Not Supported: The requirement cannot be met.

The ERP OEM should certify/validate on all the requirements for which the SI has indicated "Customization" for meeting the requirement.

	SI Response	OEM Response
Requirement 1	Standard/Work-around /Customization/Third Party Tool/Not Supported	
Requirement 2	Standard/Work-around /Customization/Third Party Tool/Not Supported	
Requirement 3	Standard/Work-around /Customization/Third Party Tool/Not Supported	
Requirement n	Standard/Work-around /Customization/Third Party Tool/Not Supported	
Total	Standard/Work-around /Customization/Third Party Tool/Not Supported	

Form C.6: The ERP solution bill of material

Seri al No.	Solution components	Unit of licensing	No of units proposed
	ERP		
	Database		
	Third party tools		
	-----		
	-----		

	Original Supplier	Item Description	Unit of Measurement	Number of Units
Software Licenses				
Core ERP Solution				
<<Please insert details as required>>				
Advanced ERP Modules				
<<Please insert details as required>>				
Database (if required)*				
<<Please insert details as required>>				
Operating System (if required)*				
<<Please insert details as required>>				
Other (Please insert other components as required)				

Form C.7 – Bill of material based on hardware / Cloud sizing document duly certified by ERP OEM

Serial No.	Details of hardware with specs	Unit of installation	No of units proposed

**Form C.8: The Bill of Services for Operations and Maintenance**

---

<b>Serial No.</b>	<b>Service Name</b>	<b>Unit</b>	<b>No of units proposed</b>

Form C.9: Team profile of O&M resources proposed for the engagement (Pl add a separate sheet for each person)

Name of the person	
Role	
Qualification	
Total number of years of experience	
Number of years with the current company (the bidder)	
Functional area / expertise	
Area of ERP certification	
The names of customers for which the person was a Project Manager/Technical/operations(Please provide the relevant names)	
The operational areas /processes	

Form C.10: Suggestions in the draft contract

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To

<MMTC address with the position of the responsible person>

**Sub: Changes to the Contract Clauses – Request for Proposal for Implementation of ERP solution at MMTC.**

Sir,

We request you to consider the following changes to the Contract Clauses:

S No.	Reference	Page number	Original text	Suggested Change	Reason for change
1.					
2.					
3.					
4.					

Yours faithfully,

On behalf of *[System Integrator's Name]*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

## **Annexure - IV - Commercial proposal forms**

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### **Form D.1: Commercial proposal Covering letter**

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[On letter head of the bidder's Company]

[Date]

To

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003

Dear Sir,

Ref: RFP: Implementation of ERP system at MMTC

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the implementation service for implementing the ERP system at MMTC to meet such requirements and to provide services as set out in the bid document following is our quotation summarizing our Commercial proposal.

We attach hereto the Commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services to implement the OEM solution as put forward in Volume 1 of the RFP or such modified requirements as may subsequently be mutually agreed between us and MMTC or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the bid document issued by any Nationalized Banks or scheduled bank in India, acceptable to MMTC for a sum equivalent to 10% of the total agreement value for the due performance of the agreement.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of TWELVE MONTHS from the date fixed for opening the Commercial bid and it shall remain binding upon us, until within this period a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MMTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MMTC as to any material fact."

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

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

Dated this                      Day of                      **2017**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and that ..... who signed the above proposal is authorized to bind the corporation by authority of its governing body.

Signature for and on behalf of:

Name of the signatory

(Name and Address of Company)

Seal/Stamp of bidder



## Form D.2: Pricing Summary

S I. No	Description	Form	Total Price	GST and Other Duties	Total Amount in INR	Total Amount in Words
1	ERP product user Licenses –including warranty and cost of ATS for initial twelve months	Form D.3	INR 0.00	INR 0.00	INR 0.00	
2	Audit and Quality Assurance Services from OEMs	Form D.4	INR 0.00	INR 0.00	INR 0.00	
3	Implementation, Integration, Customization and Testing	Form D.5	INR 0.00	INR 0.00	INR 0.00	
4	Software/ Cost	Form D.6	INR 0.00	INR 0.00	INR 0.00	
5	Data Conversion and Migration	Form D.7	INR 0.00	INR 0.00	INR 0.00	
6	Training & Change Management	Form D.8	INR 0.00	INR 0.00	INR 0.00	
7	Cost of Stabilization Services	Form D.9	INR 0.00	INR 0.00	INR 0.00	
8	Other components	Form D.10	INR 0.00	INR 0.00	INR 0.00	
	Total Cost for Supply and System Integration Services		INR 0.00	INR 0.00	INR 0.00	

<b>9</b>	Operations and Maintenance Cost for 10 years	Form D.11	INR 0.00	INR 0.00	INR 0.00	
	Total Cost of Operations and Maintenance		INR 0.00	INR 0.00	INR 0.00	
<b>10</b>	Blended Person Month Cost (for implementing change requests beyond Go-Live ) for 50 person Man month	Form D.12	INR 0.00	INR 0.00	INR 0.00	
	Total Cost of Blended Person Month Cost		INR 0.00	INR 0.00	INR 0.00	
	<b>Sub Total</b>		<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>	
Total Cost (TC) of the Project *					<b>INR 0.00</b>	

**Note:**

1. The SI should also provide the quote for Operations and Maintenance for further 5 years after completion of 10 years however it will not be considered as part of the commercial evaluation.
2. Bidder is required to provide the details of GST & duties considered along with the details
3. The commercial evaluation will be carried out which is exclusive of taxes however the bidder needs to fill the applicable taxes provided in the price bid format.

Form D.3: ERP product user licenses

Software Licenses including the cost of ATS for 12 months									
Sl. No	Description	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	D	E	F	G	H	I	J
1	<b>Core ERP Solution</b>								
	Module 1				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Module 2				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Module 3				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Module .....n				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
2	<b>Advanced ERP Modules</b>								
	Module 1				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Module 2				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Module 3				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Module .....n				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00

							0.00		
3	<b>Third Party Solutions</b>								
	Module 1				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Module 2				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Module 3				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Module .....n				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
4	<b>Database</b>								
	Please insert details as required				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
5	<b>Operating System</b>								
	Please insert details as required				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
6	<b>Other Please insert other components as required)</b>				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Others 1				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00

	Others 2				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
Total cost of Software licenses including 12 months ATS							<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words									

Form D.4: Audit and Quality Assurance Services from OEMs

Audit and Quality Assurance Services from OEMs									
S I. No.	Description	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	D	E	F	G	H	I	J
1	<b>Audit and Quality Assurance Services</b>				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Please insert details as required								
Total Cost of Audit and Quality Assurance Services							<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words									

Form D.5: Implementation, Integration, Customization and Testing

Implementation, Integration, Customization and Testing									
Sl. No.	Description	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	D	E	F	G	H	I	J
1	<b>Implementation, Integration, Customization and Testing services</b>				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Please insert details as required								
Total Cost of Implementation, Integration, Customization and Testing							<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words									

Form D.6: Software and Hardware Cost

Software and Hardware Cost									
S I. No.	Description	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	D	E	F	G	H	I	J
<b>1</b>	<b>List of Software</b>								
	Software 1				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Software ...n				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
<b>2</b>	<b>List of Hardware</b>								
	Hardware 1				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Hardware ...n				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
Total Cost of Software and Hardware							<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words									





Form D.7: Data Conversion and Migration Cost

Data Conversion and Migration								
Sl. No	Description	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	D	E	F	G	H	I
1	Data Conversion and Migration			INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Provide Details							
Total cost of Data Conversion and Migration						<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words								

## Form D.8: Training and Change Management

Training and Change Management								
Sl. No	Description	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	D	E	F	G	H	I
<b>1</b>	<b>Training and Change Management</b>							
	Sensitization Workshop			INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Management Dashboard Training			INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	ERP Training for Champions			INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Core Functional User Training			INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Technical Administration Training			INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Any other training proposed by SI							
	Other Training 1			INR 0.00	0	INR 0.00	INR 0.00	INR 0.00

	Other Training ...N			INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
Total cost of Training and Change Management						<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words								

Form D. 9: Service for Stabilization

Service for Stabilization									
S I. No.	Description	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	D	E	F	G	H	I	J
<b>1</b>	<b>List of Services</b>								
	Service 1				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Service ...n				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
Total Cost of Services for stabilization							<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words									

Form D.10: Other Components

Other Components									
S I. No.	Description	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	D	E	F	G	H	I	J
<b>1</b>	<b>List of Other Components</b>								
	Component 1				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Component..n				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
Total Cost of Other Components							<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words									

Form D.11: Operations and Maintenance Cost

Operations and Maintenance Cost									
S I. No.	Description	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Numbe r of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	D	E	F	G	H	I	J
<b>1</b>	<b>Support Services</b>								
	ATS				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	AMS				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
	Other services				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00
<b>2</b>	<b>O&amp;M services</b>								
	O&M for 1st Year				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00

	O&M for 2nd Year				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00	
	O&M for 3rd Year				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00	
	O&M for 4th Year				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00	
	.....									
	O&M for 10th Year				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00	
<b>3</b>	<b>Other Services</b>									
	Service 1				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00	
	Services .. N				INR 0.00	0	INR 0.00	INR 0.00	INR 0.00	
Total Cost of O & M Services								<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words										



Form D.12: Blended Person Month Cost

Blended Person Month Cost							
Sl. No.	Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	GST and Other Duties	Total Amount in INR
A	B	C	F	G	H	I	J
1	<b>Blended Person Month Cost</b>	Person Month	INR 0.00	50	INR 0.00	INR 0.00	INR 0.00
Total Cost of 50 Blended Person Months Cost					<b>INR 0.00</b>	<b>INR 0.00</b>	<b>INR 0.00</b>
Total Amount in Words							

Form E.1: Performance Bank Guarantee**Performance Guarantee Performs. (Rs. 100 Non Judicial Paper)**

No. \_\_\_\_\_

Date \_\_\_\_\_

To,  
MMTC Limited,  
Core-1, Scope Complex 7 Lodhi Road  
New Delhi -110003

WHEREAS \_\_\_\_\_, (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/s. MMTC Limited, Core-1. Scope Complex, New Delhi, (hereinafter called the "MMTC") bearing Contract No \_\_\_\_\_ dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (items) for a value of Rs. \_\_\_\_\_ (total purchase Order value) (Rupees \_\_\_\_\_ (in words) and whereas the Seller has agreed to supply the ERP System strictly as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the seller is required to furnish a bank guarantee of the value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being 10% of the total value ) for the due performance of the contract in favour of the said MMTC. We, \_\_\_\_\_ (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our Liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (in words).

We, \_\_\_\_\_ (banker's name and address) further agree that, the guarantee here in contained shall remain irrevocable and continue in full force and effect up to \_\_\_\_\_ and that it shall continue to be enforceable till all the dues of MMTC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till

MMTC certifies that the obligations of the said contract have been fully and properly carried out by the seller and accordingly discharge the guarantee. MTC will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

We, \_\_\_\_\_ (bank name & address) further agree that MMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations herein to very any of the terms and conditions of the said contract, or to extend time of performance by the seller from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the seller and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variations or extensions being granted to the seller or for any forbearance, act of omission on the part of MMTC or any indulgence by MMTC to the seller, or by any latter or thing whatsoever, which under the law relating to the sureties would, but for this provision have the effect of so relieving us.

We, \_\_\_\_\_ (bank name & address) also undertake not to revoke the guarantee daring its currency except with the previous consent of MMTC in writing.

We, \_\_\_\_\_ (bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said seller in any suite or proceeding pending before any court or tribunal relating there to. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a. valid discharge of our liability for payment thereunder and that the said Seller has no claim against us for making such payment.

Our liability under this guarantee is restricted to an amount of Rs. \_\_\_\_\_ (10% of PO value) (Rupees \_\_\_\_\_ (in words)). The guarantee shall remain valid up to unless a demand or claim under this guarantee is made on us in writing within three months thereafter. We shall be discharged from all liabilities under this guarantee thereafter. We further agree that this guarantee will not be affected in any manner whatsoever due to any change in the constitution of the Seller or the bank. We lastly undertake not to revoke this guarantee dining its currency except with the previous consent in writing from MMTC,

Witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

(Authorized Signatory)

(Signed with stamp & seal, of the bank)

### **Annexure – V- E-tendering guidelines**

The Bidders are required to submit their bids (documents as mentioned in the tender notification table) through e-tendering portal of MMTC i.e. through <https://mmtc.eproc.in> . The file size should not exceed 10 MB. The bidder should possess class III digital signature for bidding purpose.

**Any Clarification regarding online participation, Bidders may please refer to the FAQ's / Help line provided in the portal.**

**Annexure –VI- All Mandatory Undertakings**

Criteria	Form Number	Compliance (Yes/No)	Page no (of bidder's proposal)
<b>Annexure-I Bid Formats</b>			
1.	A.1		
2.	A.2		
3.	A.3		
<b>Annexure-II Pre-Qualification</b>			
1.	B.1		
2.	B.2		
3.	B.3		
4.	B.4		
5.	B.5		
6.	B.6		
7.	B.7		
8.	B.8		
9.	B.9		
10.	B.10		
11.	B.11		
12.	B.12		
13.	B.13		
14.	B.14		
15.	B.15		
<b>Annexure-II Mandatory Requirements</b>			
1.	B.16		
2.	B.17		
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5.	B.20		
6.	B.21		
7.	B.22		
8.	B.23		
9.	B.24		

<b>10.</b>	B.25		
<b>11.</b>	B.26		
<b>12.</b>	B.27		

***End of Volume II***

# Request for Proposal for implementation of Enterprise Resource Planning System at MMTC Limited

Tender Reference No: MMTC/CO/COMP/ERP/RFP/ 2017-18/1 dated 25<sup>th</sup> July  
2017



**A Govt. of India Enterprise**

(Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road)

New Delhi – 110 003 (India)

## Disclaimer

---

This Request for Proposal (**RFP**) for Selection of ERP product and its implementation partner is issued by MMTC Limited (referred in the document as MMTC) which is under the administrative control of Ministry of Commerce, Government of India.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MMTC, nor its employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed ERP Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MMTC. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed ERP Project, the regulatory regime which applies thereto and by and all matters pertinent to this Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to this Project. MMTC shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of MMTC, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

MMTC shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MMTC in selecting the System Integrator (SI) who qualifies through this



RFP shall be final and MMTC reserves the right to reject any or all the bids without assigning any reason thereof.

MMTC may terminate the RFP process at any time without assigning any reason and upon such termination, MMTC shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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## 1. Master Services Agreement

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This Agreement together with all its Schedules/Appendices (hereinafter referred to as the “**Agreement**”, as defined hereinafter) is made and signed at New Delhi on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

### Between,

**MMTC Limited**, a Government of India Enterprise, having its registered office at **Core -1, "SCOPE COMPLEX, 7 Institutional Area, Lodhi Road, New Delhi – 110003**, (hereinafter referred as “**MMTC**” which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successor-in-office and assigns) represented through Shri. [●please insert], [●please insert designation], who is duly authorized to execute this Agreement, being the Party of the First Part.

### AND

< Company name with address \*\*\*>, a company incorporated under the Companies Act, 1956, having its registered office at <\*\*\*> and having its place of business at [●please insert] (hereinafter referred as “**SI**” which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successor-in-office and assigns) represented through Shri. [●please insert], [●please insert designation], who is duly authorized vide a board resolution dated [●please insert date] passed by its Board of Directors to execute this Agreement, being the Party of the Second Part.

(The MMTC and the SI are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’)

### WHEREAS

- a) MMTC is desirous to implement the project for supply, installation, implementation, operation & maintenance of ERP System on a turnkey basis for its corporate office, Regional office and other locations (hereinafter referred to as “**Project**”, defined hereinafter).
- b) In furtherance of the same, MMTC undertook the selection of a suitable SI through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated July 2017.
- c) The SI has been selected as the successful bidder, to undertake and implement the Project as mentioned in the RFP and desired service levels, on the basis of its proposal dated [●please insert date] submitted by the SI.

- d) The SI having represented to MMTC that it possesses and has the required professional skills, personnel and technical resources to deliver the Services and have offered to provide the Services, on the terms and conditions set forth in this Agreement.
- e) The MMTC has agreed to accord the SI, the mandate to undertake and implement the Project in order to achieve the defined objectives and scope of work mentioned in RFP and SI in pursuance of its Proposal undertakes to implement the Project on the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

## 1.1. Definitions and Interpretation

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### 1.1.1. Definitions

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The RFP and all other documents related to the RFP prior to the Agreement executed will prevail. The Agreement includes agreed Scope, Schedule and the SLA. Terms and expressions used in this Agreement (including the Introduction) shall have the meanings as set out in Schedule I.

### 1.1.2. Interpretation

---

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b) use of any gender includes the other genders and the words importing the singular shall include plural and vice versa;
- c) any reference to a 'day' shall, unless otherwise specified herein, mean a calendar day;
- d) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time;
- e) All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- f) The Recitals contained herein form an integral part of this Agreement.
- g) Ambiguity and Discrepancy: In case of ambiguities or discrepancies within the Agreement, the following shall apply:
  - i. Between Articles of the RFP and Schedules, the latter shall prevail;
  - ii. Between RFP and corrigendum and between two corrigendum, the latest shall prevail;
  - iii. Between the proposal of SI and the RFP, the RFP shall prevail;

- iv. Between two Articles of the Agreement, the provisions of specific clause relevant to the issue under consideration shall prevail over those in a general clause;
- v. Between any value written in numerals and that in words, the latter shall prevail.

## 2. Scope of Work

---

- 2.1. The SI shall be required to provide the Services of supply, installation, implementation, stabilization and operation & maintenance of ERP System as per the scope defined in the RFP for the Term (as defined hereinafter), on the terms and conditions set out below.
- 2.2. The SI shall provide the Services and/or Deliverables to MMTC as per the technical specification and requirements as set out in the SLA and RFP. The provision of Services to MMTC with certainty and speed as detailed in SLA and/or RFP is the essence of the Agreement between the Parties.
- 2.3. In addition to the deliverables, report and recommendation as set out in SLA and RFP, the SI shall at no further cost, expense or fees, provide various reports as desired by MMTC from time to time. The SI understands, undertakes and agrees that all such data, report shall be used by MMTC and it shall never claim any sort of intellectual or other forms of rights in such data.
- 2.4. The SI shall perform the Services (a) in a good professional manner commensurate with the highest industry and technical standards which are in effect for such projects and innovations pursuant there on similar to those contemplated by the Agreement, (b) so as to comply with the applicable service levels/specifications as detailed SLA and/or RFP in accordance with the terms set out in this Agreement.

## 3. Term and Duration of the Agreement

---

- 3.1. This Agreement shall come into effect on <\*\*\*> 2017 (hereinafter the '**Effective Date**') and shall remain effective and in force for a period of 10 (Ten) years from the Final Go-Live Date unless terminated earlier in accordance with this Agreement (hereinafter referred to as "**Term**").
- 3.2. That after completion of the Term of the Agreement, MMTC at its sole discretion may renew this Agreement for further period of five years based on performance of the SI. In the event, MMTC does not renew this Agreement; this Agreement shall stand expired at the end of the Term.

## 4. Obligations under Service Level Agreement (SLA)

---

- 4.1. The SLA shall be a separate contract executed between MMTC and SI along with this Agreement and shall, unless terminated earlier in accordance with its terms or unless



otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates for any reason.

4.2. The SLA shall operate as a legally binding services agreement specifying terms which apply to the provision of the Services by the SI to MMTC under this Agreement and the SLA. The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the Agreement and SLA shall be read together and construed harmoniously. In the event of any conflict between the Agreement and SLA, the provisions contained in the Agreement shall prevail over SLA.

4.3. In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out therein.

## **5. Change of Control**

---

5.1. In the event of a change of control of the SI during the Term, the SI shall promptly notify MMTC of the same in the format set out as Annexure A of this Agreement.

5.2. In the event that the net worth of the surviving entity is not less than that of the SI prior to the change of control, MMTC may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Bank Guarantee furnished by the SI from a guarantor acceptable to MMTC. However, if the net worth of the surviving entity is less than that of the SI prior to the change of control, then MMTC has the right to terminate the Agreement by serving a thirty (30) days written notice to SI.

5.3. If such a guarantee is not furnished within 30 days of MMTC requiring the replacement, MMTC may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.

5.4. Pursuant to termination, the effects of termination as set out in Clause 14.2 of this Agreement shall follow.

5.5. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the SI shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

## **6. Roles and Responsibilities of SI**

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6.1. Final testing and certification

The Project shall be governed by the mechanism of acceptance and testing of finished ERP system to be put into place by MMTC and SI as under:

- a) Acceptance and testing criteria will lay down a set of guidelines following internationally accepted norms and standards for acceptance and testing for all aspects of technical and functional specifications given in the RFP and this Agreement;
- b) Acceptance and testing criteria will be applicable on finished ERP system supplied. Final testing and certification criteria will be finalized from the configuration stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the ERP system is fully developed;
- c) Acceptance and testing criteria will establish appropriate processes for notifying the SI of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the SI to take corrective action; etc.

6.2. Each Party shall ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between MMTC and SI in accordance with the Change Control Schedule set out in Schedule II of this Agreement. Save for the express terms of the Terms of Payment Schedule set out as Schedule VI of this Agreement, MMTC and its users may purchase any particular category of Services that may become necessary as per the Change Request Schedule set out in Schedule II of this Agreement, without the need to go for a separate procurement process.

## **7. Representations and Warranties**

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### **7.1. Representations and warranties of the SI**

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The SI represents and warrants to MMTC that:

- a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) It possesses and has the required professional skills, personnel and technical resources to deliver the Services and have offered to provide the Services, on the terms and conditions set forth in this Agreement;
- c) It is a competent provider of a variety of IT services and it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) This Agreement is executed by a duly authorized representative of the SI.

- e) From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- f) In providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to MMTC's normal business operations;
- g) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- h) The information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- i) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- j) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- k) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- l) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- m) No representation or warranty by it contained herein or in any other document furnished by it to MMTC, in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- n) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this

Agreement or for influencing or attempting to influence any officer or employee of MMTC in connection therewith.

- o) It will discharge its obligations under this Agreement with due skill, care and proper diligence; and
- p) All its rights and interests in the Project or the Project Assets that are to be transferred to MMTC, pursuant to this Agreement shall pass to and vest in MMTC on the last day of the Term free and clear of all liens, claims and encumbrances, without any further act or deed on its part or that of MMTC.

## 7.2. Representations and warranties of MMTC

---

MMTC represents and warrants to SI that:-

- a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby.
- b) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- c) Upon the SI performing the covenants herein, it shall not at any time during the Term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the SI, in accordance with this Agreement.

## 8. Obligations

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### 8.1. Obligations of MMTC

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Without prejudice to any other undertakings or obligations of MMTC under this Agreement, MMTC shall perform the following:

- a) To provide any support through personnel to test finished ERP system supplied;
- b) To provide any support through personnel and/or test data for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- c) MMTC shall provide the data (including in electronic form wherever available) to be migrated;
- d) To authorize the SI to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc. as required.

## 8.2. Obligations of the SI

---

Without prejudice to any other undertakings or obligations of the SI under this Agreement, the SI shall perform the following:

- a) It shall provide to MMTC, the Deliverables as set out in the SLA and/or RFP.
- b) It shall perform the Services as set out in Clause 2 of this Agreement and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- c) It shall ensure that the Services are being provided as per the Project Timelines set out as Service levels as defined in the SLA / RFP.

## 9. Approvals and Required Consents

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- a) The SI shall obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Agreement or for the conduct of its own business under any Applicable Law, Government regulation/guidelines and shall keep the same valid and in force during the Term and shall also promptly obtain all such future approvals and consents from various departments as may be required in future under any amendments in law or notifications issued by the Government (hereinafter the "Required Consents") necessary for the SI to provide the Services, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate MMTC from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from. The costs of such Approvals shall be borne by the SI.
- b) MMTC shall use reasonable endeavours to assist SI to obtain the Required Consents or vice versa, depending on the scope of work defined in the RFP provided that the SI shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained.

## 10. Use of Assets by the SI

---

During the Term the SI shall:

- a) take all reasonable and proper care of the Assets in proportion to their use and control of such Assets;
- b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the SI takes control of and/or first uses the Assets and during the entire Term of the Agreement.

- c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the SI will be followed by the SI and/or any person on its behalf who will be responsible for the use of the Assets;
- d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the SI or as may, in the reasonable opinion of the SI, be necessary to use the Assets in a safe manner;
- e) All the manuals, drawings, details, functional and technical recommendations, study results, and any other outcomes of current engagement are considered as MMTC's proprietary. Upon completion of Term, SI shall forthwith return to MMTC all manuals, drawings, details, specifications, the schedules and other documents.
- f) ensure that the Assets that are under the control of the SI, are kept suitably housed and in conformity with Applicable Law;
- g) procure permission from MMTC and or any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- h) not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law;
- i) Use the Assets exclusively for the purpose of providing the Services as appropriate;
- j) Not sell, offer for sale, assign, mortgage, pledge, sub-let or lend out any of the Assets;
- k) Use the Project Assets only in accordance with the terms of this Agreement and those contained in SLA; and
- l) At its own cost and expense and without prejudice to its liability to indemnify MMTC, obtain and/ or maintain standard forms of comprehensive insurance policy including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc. to be used for the Project. The SI shall deposit the original policies with MMTC. All insurances covers mentioned above shall be kept alive during the Term of this Agreement.

## **11. Access to MMTC Locations**

---

11.1. Subject to Clause 11.2 below, MMTC will provide to the SI's authorised personnel such access to the Premises as is necessary for the SI to perform the Services. For the purpose of this Clause SI's authorised personnel shall mean the employees / consultant of the SI who has been authorised in writing by the SI and carry proper ID card issued by the SI in this respect.

11.2. MMTC shall always have the right to refuse admittance to, or order the removal from its premises of any person employed by or acting on behalf of the SI who, in its opinion is not fit, or a proper person to be on the premises. The decision of MMTC refusing admittance shall be final and such action of MMTC shall however not relieve the SI of its obligations under the Agreement.

11.3. Access to locations, office equipment's and services shall be made available to the SI on an "as is, where is" basis by MMTC. The SI agrees to ensure that its employees, agents and contractors shall use the location, Services and equipment referred to in for only bonafide purposes and shall not misuse the facilities for any other activities, like the following:

- a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality) etc.

## **12. Implementation Phase**

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### **12.1. Governance**

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The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule V of this Agreement and shall cover all the management aspects of the Project.

### **12.2. Security and Safety**

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- a) The SI shall comply with the technical requirements of the relevant security, safety and other requirements specified in the regulations issued by Dept. of IT (wherever applicable), IT Security Manual of MMTC or as per best practices and standards prevalent in the industry and those stated in the RFP, in so far as it applies to the provision of the Services.
- b) Each Party to the SLA/Agreement shall also comply with MMTC's IT security standards and policies in force from time to time at each location of which MMTC make the SI aware in writing insofar as the same apply to the provision of the Services.
- c) The Parties to the SLA/Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with MMTC's data, facilities or Confidential Information.

- d) The SI shall upon reasonable request by MMTC or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e) As per the provisions of the SLA or this Agreement, the SI shall promptly report in writing to MMTC, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of MMTC at any of the Project locations.
- f) The SI undertakes to meet the laid down security requirements/stipulations. All the matters related to the Agreement will be treated as classified and highly confidential and shall not be communicated to anybody (except for the purpose of this Agreement) or published/advertised without the consent of MMTC.

### 12.3. Cooperation

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Except as otherwise provided elsewhere in this Agreement or the SLA, each Party to this Agreement or to the SLA undertakes promptly to provide the other Party with all such information and co-operation reasonably required without compromising confidentiality and security.

## 13. Financial Matters

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### 13.1. Terms of Payment

---

- a) In consideration of the Services to be delivered by the SI and subject to the provisions of this Agreement and of the SLA, MMTC shall pay the SI for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out as Schedule VI of this Agreement.
- b) The SI shall submit invoices along with supporting documents as per the payment milestones / service levels listed in SLA and / or Schedule VI of this Agreement. The payment for the undisputed raised invoice shall be payable within 30 (thirty) days from the date of receipt of the invoice. MMTC shall release the payment to SI only if SI is able to achieve the service levels / Payment milestones as specified in SLA. In case SI is unable to achieve the service levels within the specified time, MMTC shall be entitled to charge penalties and liquidated damages as provided for in this Agreement and the SLA.
- c) Save and except as otherwise provided for herein or as agreed between the Parties in writing, MMTC shall not be required to make any payments in respect of the Services other than those covered in Schedule VI of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure



costs, project costs, implementation and management charges and all other related costs notwithstanding the increase in prices of the material, labour, taxes, levies, etc.

- d) All payments to be made to SI in terms of this Agreement shall be subject to the deduction of tax at source (TDS), wherever applicable, as per provisions of the Income Tax Act, 1961 and MMTC shall provide SI with the TDS certificates for any such deductions.

### 13.2. Invoicing and Settlement

---

- a) Subject to the specific terms of the SLA, the SI shall submit its invoices in accordance with the following principles:
- i. Invoice must be provided, showing all the necessary entries thereon to make it a valid invoice for tax purposes; and in particular it must show the amount of taxes charged separately. ; and
  - ii. In respect of the Assets which the SI will be procuring from outside Vendor, agency/OEM. SI will purchase the items in their name and in turn will raise GST invoice on MMTC and will ensure that the proper guarantee/warranty on the Assets shall stand transferred to MMTC. Third party invoice will not be acceptable to MMTC.
  - iii. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule VI of this Agreement shall be applied to the next payment invoice.
  - iv. MMTC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI under this Agreement where MMTC disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the escalation procedure as set out in Schedule V of this Agreement. Any exercise by MMTC under this Clause shall not entitle the SI to delay or withhold provision of the Services.
  - v. The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible and acceptable to MMTC.

### 13.3. Liquidated Damages / Penalties

---

- a) If SI fails to complete/achieve the payment milestones/service levels as provided for in this Agreement and the SLA before the scheduled date or the extended date for various specified activities , MMTC, at its discretion, may without prejudice to any other right or remedy available to MMTC under the Agreement, deduct or recover from the System Integrator a sum of 0.5% of the contract value ( minus O&M cost) for every month of delay, in the form of Liquidated

Damages and no further proof regarding loss would be required, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total contract value to be made to SI in pursuant to this Agreement.

- b) In the event, the SI fails to meet the minimum service levels / project responsibilities including target performance metrics as stipulated in the SLAs or any damages caused by SI to the MMTC's properties, personnel, data etc., the SI shall be liable for penalty stipulated in the SLAs and MMTC shall deduct the amount of penalties related to the severity of violation, calculated as per SLA / RFP from the payments to be made to SI in pursuant to this Agreement.
- c) MMTC may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages/penalties from any money belonging to the SI in its hands or which may become due to the SI. Any such recovery or Liquidated Damages shall not in any way relieve the SI from any of its obligations to complete the works or from any other obligations and liabilities under this Agreement.
- d) MMTC shall without prejudice to its other rights and remedies, reserve the rights to invoke the entire Performance Bank Guarantee and even terminate the Agreement if SI fails to perform the responsibilities and obligations as set out in the RFPs.

## 14. Termination

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### 14.1. Termination for breach etc.:

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- a) **Material Breach:** In the event that the SI is in material breach of its obligations under this Agreement or the SLA or the RFP, MMTC may terminate this Agreement upon notice to the SI. Any notice served pursuant to this Clause shall give reasonable details of the material breach, which could include the following events:
  - i. If there is breach, which translates into default in providing Services by the SI pursuant to the Agreement continuously for more than one week, then MMTC, will serve a thirty days' notice to SI for curing such breach. In case the breach continues after the notice period, MMTC will have the option to terminate the Agreement at the end of the notice period.
  - ii. Because time is the essence of the Agreement, in case, for reasons prima facie attributable to the SI, if there is a delay of more than 6 weeks in the Project Implementation or Go-Live, MMTC may terminate this Agreement after affording a reasonable opportunity of being heard to the SI.

However, if the SI, having been notified, fails to remedy the defect(s) within the specified period in the Agreement, MMTC may proceed to take such reasonable remedial action as may be necessary, at the SI's risk and expense and without prejudice to any other rights.

#### 14.2. Termination on other grounds:

---

14.2.1. Without prejudice to any other rights and remedies available to MMTC, MMTC may serve written notice on SI at any time to terminate this Agreement in the following events:

- a) With immediate effect, in the event the SI has merged, amalgamated such that the net worth of the surviving entity is less than that of SI prior to such merger or amalgamation.
- b) It is clarified that in case of events set out in Clause 5.2 and Clause 5.3, MMTC may, as instead of terminating the Agreement, at its sole discretion, require a full Performance Bank Guarantee of the obligations of the SI by a guarantor acceptable to MMTC. If such a Performance Bank Guarantee cannot be procured within 30 days of MMTC's demand therefore, MMTC shall terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the SI.
- c) In the event of a reasonable apprehension of bankruptcy of the SI:

SI shall in the event of an apprehension of bankruptcy immediately inform MMTC well in advance (at least 3 months) about such a development. Conversely if MMTC apprehends a similar event regarding the SI, it can exercise the right of termination in the manner stated hereinabove.

#### 14.3. Termination for Convenience by MMTC

---

MMTC, may, by prior written notice of three (3) months to the SI terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for MMTC's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. In such eventuality:

- a) MMTC shall take over the assets.
- b) SI is liable to get paid for all the payment due till date of termination.
- c) All expenses related to transfer of assets shall be borne by MMTC.

#### 14.4. Obligations during the termination period

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During Termination Period, SI shall, subject to where applicable to the provisions of this Clause, continue to perform its obligations under this Agreement, failing which the SI shall compensate MMTC for any loss or damage occurred or suffered on account of the underlying failure/breach.

#### 14.5. Effects / Consequences of termination

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In the event of termination or expiration of this Agreement:

- a) In the event that MMTC terminates this Agreement pursuant to failure on the part of the SI to comply with the terms of RFP / SLA or this Agreement and depending on the event of default, Performance Bank Guarantee furnished by SI may be forfeited.
- b) In the event that MMTC terminates this Agreement pursuant to Clause 5.2 and 5.3, compensation will be decided in accordance with the Terms of Payment Schedule (Schedule VI of this Agreement) and Performance Bank Guarantee furnished by SI may be forfeited.
- c) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule III of this Agreement.
- d) On termination of this Agreement for any reason, the SLA shall automatically terminate forthwith and MMTC will decide the appropriate course of action.

#### 15. Indemnification & Limitation of Liability

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15.1. Subject to Clause 15.2 below, SI (the "**Indemnifying Party**") undertakes to indemnify MMTC (the "**Indemnified Party**") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against the Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents of any third party, Indemnifying Party will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing any

third party intellectual property rights, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- 15.2. The indemnities set out in Clause 15.1 shall be subject to the following conditions:
- a) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
  - c) if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Clause, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
  - d) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - e) all settlements of claims subject to indemnification under this Clause will:
    - i. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    - ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
  - f) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
  - g) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
  - h) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

15.3. The liability of SI, subject to provisions of Clause 15.4, for any claim in any manner related to this Agreement, including the work, Deliverables or Services covered by this Agreement, shall be limited to 100% of the value of this Agreement, arrived at as the sum of Capital Expenditure (Capex) incurred by the SI till the relevant date on which such liability is to be calculated and Operational Expenditure (OpEx) for a year, the Capex being determined on the basis of the original purchase value of all the Assets being considered for Capex calculation less depreciation and OpEx being determined in accordance with the market rate, prevailing as on the relevant date, for all service elements being considered for OpEx calculation. The SI will provide the list of Capex and OpEx items with their respective costs when asked by MMTC for the same and MMTC will have the right to get that list verified by any Third Party Agency before accepting it. The liability cap given under this Clause 15.3 shall not be applicable to the indemnification obligations set out in Clause 15.1 and breach of Clause 17 relating to confidentiality.

Notwithstanding anything contrary mentioned in this Agreement, there shall be no limitation of liability of the SI case of (i) any damages for bodily injury (including death) and damage to real property and tangible personal property (ii) willful fraud and/or (iii) the intellectual property infringement claims under this Agreement or SLA.

15.4. In no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 15.1) even if it has been advised of their possible existence.

15.5. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be.

15.6. MMTC shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

## **16. Force Majeure**

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For the purpose of this agreement, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of both parties and not involving the parties' wilful fault or negligence. Such events may include but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the

instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other (directly) due to the extent and for the duration of a Force Majeure event. No failure, delay or other default of any contractor sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Clause. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, SI will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

The Party as above seeking to rely on Force Majeure shall promptly, within seven (7) days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.

Either Party reserves the right to terminate this Agreement, without any additional liabilities to other Party, if the force majeure period continues for more than 30 days. However, when the situation arising out of Force Majeure comes to an end in the assessment of MMTC, SI shall resume normal activities under the Agreement within 7 days. MMTC, if it considers it necessary, may grant an extension of time to the SI for resuming normal activities under this Agreement. If the SI does not resume normal activities immediately or within the extended period, if any, granted by MMTC will have the option to invoke the Performance Bank Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of SI and/or terminate this Agreement.

Notwithstanding the terms of this Clause, the failure on the part of the SI under the Agreement or terms under the SLA to implement any disaster contingency planning and back-up and other data safeguards against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

## **17. Confidentiality**

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17.1. MMTC shall allow the SI to review and utilize confidential records and the SI shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

- 17.2. Additionally, the SI shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 17.3. Subject to the rights in its proprietary information and unless specifically stated in this Agreement, the SI shall be prohibited from using the Project related data in whatever manner, for purposes other than for the Project. The SI shall undertake, on behalf of its agents and employees, that no Project related data shall be copied in any manner (paper, electronic, or human memory) and transferred to any entity (human or machine) other than that being through the Project for delivering job responsibilities defined for each individual.
- 17.4. MMTC shall retain all rights to prevent, stop and if required take the necessary punitive action against the SI regarding any forbidden disclosure of the Confidential Information.
- 17.5. The SI shall ensure that all its employees and agents etc. execute individual non-disclosure agreements, which have been duly approved by MMTC with respect to this Project. Sub-Contracting for the implementation of the solution is NOT allowed.
- 17.6. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
- a) information already available in the public domain;
  - b) information which has been developed independently by the SI;
  - c) information which has been received from a third party who had the right to disclose the aforesaid information;
  - d) Information which has been disclosed to the public pursuant to a court order / furnished to regulatory authority.
- 17.7. To the extent the SI shares its confidential or proprietary information with MMTC for effective performance of the Services, the provisions of the Clause 17.1 to 17.3 shall apply mutatis mutandis on MMTC.

## **18. Audit, Access and Reporting**

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The SI shall allow access to MMTC to all information which is in the possession or control of the SI and which relates to the provision of the Services as set out in the Audit, Access and



Reporting Schedule and which is reasonably required by MMTC to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule IV of this Agreement.

## 19. Intellectual Property Rights

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- 19.1. Except to the extent otherwise expressly provided in this Agreement, MMTC, shall retain exclusively all right, title and interest in the trademark, patents, copyrights, trade secrets, operating practices/ procedures or other intellectual property rights ("**Intellectual Property Rights/IPR**") relating to the Project Assets and related solutions, including but not limited to the application software, portal infrastructure, database, forms and the compilations any computer code, web-based services etc. and any derivatives of the foregoing to which MMTC has ownership rights and nothing herein shall or will be construed or deemed to grant to the SI any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.
- 19.2. All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("**Pre-existing Work**") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the Services for this Agreement, each Party grants to the other Party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other Party solely for the performance of such services for duration of the Term of this Agreement.
- 19.3. The Intellectual Property Rights of all the assets exclusively purchased and/or used for MMTC and /or created during the term of this Agreement shall always remain vested with MMTC. All the rights, title, interest and ownership of the Deliverables and their Intellectual Property Rights provided to MMTC by the SI during the course of its performance under this Agreement, and/or the SLA which includes but is not limited to hardware / software shall vest in MMTC immediately on creation. To the extent that the SI's proprietary information is incorporated within the Deliverables, SI and its employees engaged hereby grant to MMTC a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to MMTC and prepare from them, use and copy derivative works for the benefit of and internal use of Project, of such SI proprietary information. MMTC's rights pursuant to the preceding sentence include the right to disclose such SI proprietary information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and non-disclosure agreements reasonably required by MMTC.

- 19.4. In respect of SI's usage of third party Intellectual Property Rights, the SI undertakes to secure such consents or licenses from such third parties as are necessary to enable MMTC to receive services substantially equivalent to the Services hereunder. The obligations of the SI under this Clause shall be considered part of the services performed by the SI under the Exit Management Services as set forth in Schedule III of this Agreement. SI will provide all third party components if any solely on a pass-through basis in accordance with the relevant third party terms and conditions.
- 19.5. In no event shall SI be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables, set-out in this Agreement or Annexure.
- 19.6. Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that SI may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that SI may include MMTC or its MMTC lists for reference to third parties subject to the prior written consent of MMTC not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

## **20. Product/service Warranty**

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### **20.1. Standard**

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- a) The SI warrants that the Project, including all the system(s) and other Services provided, shall be free from any defect or deficiency in the material, design, engineering, and performance that prevent the Project and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per the performance guarantee / Warranty Period defined in the Schedule I. If during the Warranty Period any defect or deficiency is found in the material, design and performance of the Project and other Services provided by the SI, the SI shall promptly, in consultation and agreement with MMTC, and at the SI's sole cost repair, replace, or otherwise make good such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency, forthwith without any cost to MMTC within a reasonable time not exceeding 14 days. Any defective product that has been replaced by the SI shall remain the property of the SI. If the Project or any of its System cannot

be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the Warranty Period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by MMTC because of such defect and/or making good of such default, defect or deficiency.

- b) When in the opinion of MMTC any defects, bad workmanship or other faults which are to be made good as per above Clause, are eventually made good, then, MMTC upon being satisfied shall issue a certificate to that effect specifying the nature of defects and rectifications made thereof; provided that, issuance of such certificate shall not (under any laws or equity) waive or release the SI in respect of any other or subsequent defects which may get reported during the Warranty Period.

## **21. Insurance Cover**

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### **21.1. Obligation to maintain insurance**

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In connection with the provision of the Services, the SI must have and maintain for the Term of the Agreement, valid and enforceable insurance coverage for:

- a) public liability;
- b) either professional indemnity or errors and omissions;
- c) product liability;
- d) workers' compensation as required by law; and
- e) Any additional types as required.

Further, for two years following the expiry or termination of the Agreement, these insurance policies should be kept valid and enforceable. The SI may be asked to provide MMTC with evidence of insurance before signing this Contract or any time during the Term of this Contract. It is however clarified that for the length of the Term, SI shall cause MMTC to be included as an "additional insured" on all relevant insurance policies that provide coverage of any kind relating to or regarding the Services provided by the SI in accordance with the terms of this Agreement. All insurances covers mentioned above shall be kept alive during the Term of the Agreement.

### **21.2. Non-compliance**

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MMTC may, at its own discretion, terminate this Agreement upon the failure of SI, or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve SI of its obligations under this Agreement.

## **22. Miscellaneous**

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### 22.1. Assignment

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- a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of MMTC and their respective successors and permitted assigns.
- b) Subject to Clause 6, the SI shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- c) MMTC may assign or novate all or any part of this Agreement and Schedules/Annexures, and the SI shall be a party to such novation, to any third party contracted to provide outsourced services to MMTC or any of its nominees.

### 22.2. Notices

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- a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery by speed/registered post, email or by facsimile transmission.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

General Manager (System)  
MMTC LIMITED  
Corporate Office  
Core -1, "SCOPE COMPLEX"  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003 INDIA

For SI  
Address:  
Tel:  
Fax:  
Email:  
Contact:

In relation to a notice given under the Agreement / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

- a) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 05.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter by speed / registered post).

- b) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

### 22.3. Variations / Amendment and Further Assurance

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- a) No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule II of this Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the SLA.

### 22.4. Severability and Waiver

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- a) If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future ERP System nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

### 22.5. Compliance with Applicable Law

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Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the SI as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in

such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

#### 22.6. Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them.

#### 22.7. Ethics

The SI represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of MMTC in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of MMTC standard policies and may result in cancellation of this Agreement, or the SLA.

#### 22.8. Entire Agreement

This Agreement and the SLA with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

#### 22.9. Independent Parties

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party:

- a) To incur any expenses on behalf of the other Party,
- b) To enter into any engagement or make any representation or warranty on behalf of the other Party,
- c) To pledge the credit of or otherwise bind or oblige the other Party,
- d) To commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

### 23. Governing Law and Dispute Resolution

23.1. This Agreement shall be governed by and construed in accordance with the laws of India.

23.2. Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule V of this Agreement.

23.3. In case the escalations do not help in resolution of the problem within 3 weeks of escalation, the same may be referred to arbitration.

23.4. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman cum Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The seat of arbitration shall be New Delhi.

Signed by -----

For and on behalf of  
MMTC Limited

For and on behalf of  
System Integrator

(....., )  
[Authorized Representative]  
Representative]

(....., )  
[Authorized

Name: \_\_\_\_\_

Name:

\_\_\_\_\_  
Designation: \_\_\_\_\_

Designation:

Address:  
Core -1, Scope Complex  
7 Institutional Area, Lodhi Road,  
New Delhi - 110003

Address:  
<Address of the Company >

In presence of  
(Witnesses)

In presence of  
(Witnesses)

(i)  
(ii)

(i)  
(ii)

# SCHEDULES



**1. Schedule – I – Definitions**

Adverse Effect / Material Adverse Effect	means adverse effect on (a) the ability of the SI to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;
Agreement	means this Master Services Agreement, together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Assets	shall mean the hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the SI exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement.
Confidential Information	means all information including MMTC Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
Deliverables	means the products, infrastructure and services agreed to be delivered by the SI in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
Effective Date	shall have the same meaning ascribed to it in Clause 3;

MMTC Data / MMTC Data	means all proprietary data of MMTC generated out of operations and transactions, and related information including but not restricted to user data which the SI obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
Force Majeure	shall have the same meaning ascribed to it in Clause 16;
Gol	mean Government of India;
Indemnifying Party	shall have the same meaning ascribed to it in Clause 15.1;
Indemnified Party	shall have the same meaning ascribed to it in Clause 15.1;
Intellectual Property Rights	shall have the same meaning ascribed to it in Clause 19.1 of this Agreement;
Insurance Cover	Shall have the meaning as ascribed in Clause 21 of this Agreement.
Material Breach	means a breach by either Party (MMTC or SI) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Performance Guarantee / Performance Bank Guarantee	Means the guarantee provided by SI and issued by a nationalized bank in favour of MMTC. The amount of Performance Bank Guarantee shall be 10% of the overall cost of the Project. This performance security shall be valid till six months after the completion of the Project i.e. 10 years from the date of signing of Agreement or for such time as is required under this Agreement;
Project Implementation	means Project Implementation as per the testing standards and acceptance criteria prescribed by MMTC ;
Project Management Unit (PMU)	shall be constituted by MMTC to monitor the activities, Deliverables and progress of the Project. PMU will be comprised of the staff members of MMTC and external experts as MMTC may deem fit;
Project Timelines	shall have the same meaning ascribed in the RFP Volume I;
Replacement System Integrator /Replacement SI	means any third party that MMTC appoint to replace SI upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
Required Consents	shall have the same meaning ascribed to it in Clause 8.
RFP or Request for Proposal	means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in 3 volumes (referred to as Volume I, Volume II and Volume III) and includes the clarifications, explanations, corrigendum and amendments issued

	by MMTC from time to time.
Services	means the services to be performed by the SI in pursuant to the Agreement more elaborately provided in the RFP including but not limited to the services to be rendered during the Project Implementation, Operation and Management Phase and the services to be delivered to the Stakeholders using the tangible and intangible assets created, procured, installed, managed and operated by the SI including the tools of information and communications technology.
Service Level	means the level of service and other performance criteria which will apply to the Services delivered by the SI and more specifically detailed in the SLA and/or RFP;
SLA	means the Service Level Agreement, executed by and between the SI and MMTC, in terms of the Service Level requirements which will apply to the Services delivered by the SI.
Stakeholders	means MMTC and its employees, vendors, customers, franchise, investors, concerned organizations and citizens;
Term	shall have the same meaning ascribed to it in Clause 3;
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by MMTC or SI and to which SI has been granted a license to use and which are used in the provision of Services;
Warranty Period	Means the defect liability period of 10 years from the Effective Date;

## **2. Schedule – II – Change Request Schedule**

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This Schedule describes the procedure to be followed in the event of any proposed change to the Agreement, Project Implementation Phase, SLA and scope of work. Such change shall include, but shall not be limited to, changes in the scope of services provided by the SI and changes to the terms of payment as stated in the Terms of Payment Schedule.

MMTC and SI recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The SI will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and MMTC will work with the SI to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this Agreement and other documents except for the changes in SLAs for which a separate process has been laid out in Clause 11 of the SLA.

This Change Control Schedule sets out the provisions which will apply to changes to the Agreement.

### **CHANGE MANAGEMENT PROCESS**

#### **a) CHANGE REQUEST NOTE ("CRN")**

- i. Change requests in respect of the Agreement, the Project Implementation, the operation, the SLA or Scope of work specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CRN attached as Annexure A hereto. CRNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CRN.
- ii. The SI and MMTC, during the Project Implementation Phase and during the Operations and Management Phase and while preparing the CRN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby

clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the SI and accepted by MMTC or as decided and approved by MMTC. For arriving at the cost / rate for change up to 25% of the project value, the payment terms and relevant rates as specified in Annexure C shall apply.

**b) Quotation**

- i. The SI shall assess the CRN and complete Part B of the CRN, in completing the Part B of the CRN the SI shall provide as a minimum:
  - i. a description of the change
  - ii. a list of Deliverables required for implementing the change;
  - iii. a time table for implementation;
  - iv. an estimate of any proposed change
  - v. any relevant acceptance criteria
  - vi. an assessment of the value of the proposed change;
  - vii. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work.
- ii. Prior to submission of the completed CRN to MMTC, the SI will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the SI shall consider the materiality of the proposed change in the context of the agreement and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

**c) Costs**

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CRNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CRN. In the event the SI is unable to meet the obligations as defined in the CRN then the cost of getting it done by third party will be borne by the SI.

**d) Obligations**

The SI shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. SI will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.

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**3. Schedule – III - Exit Management Schedule**

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**3.1. Purpose**

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- a) This Schedule sets out the provisions, which will apply on expiry or termination of this Agreement.
- b) It sets out the provisions which will ensure that MMTC will be able to offer the Services to its Stakeholders without any interruptions on expiry or termination of the Agreement.
- c) It is the prime responsibility of SI to ensure continuity of Services at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, SI is also responsible for all activities required to train and transfer the knowledge to the Replacement SI / MMTC to ensure similar continuity and performance of the Services post expiry of the Agreement. The SI will be required to carry out a gap analysis of the facilities and arrangements made by the Replacement SI and specifically inform MMTC. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

### 3.2. Transfer of Assets

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- a) MMTC shall be entitled to serve notice in writing on the SI at any time during the exit management period as detailed hereinabove requiring the SI to provide MMTC with a complete and up to date list of the Assets within 30 days of such notice. MMTC shall then be entitled to serve notice in writing on the SI at any time prior to the date that is 90 days prior to the end of the exit management period requiring the SI to sell the Assets, if any, to be transferred to MMTC at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- b) In case of contract being terminated by MMTC, MMTC reserves the right to ask SI to continue running the project operations for a period of 6 months after termination orders are issued.
- c) Upon service of a notice under this Clause the following provisions shall apply:
  - i. All risk in and title to the Assets to be transferred / to be purchased by MMTC pursuant to this Clause shall be transferred to MMTC, on the last day of the exit management period.
  - ii. Payment to the outgoing SI shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
  - iii. The outgoing SI will pass on to MMTC and/or to the Replacement SI, the subsisting rights in any leased properties/ licensed products on terms not less favorable to MMTC/ Replacement SI, than that enjoyed by the outgoing SI.

### 3.3. Cooperation and Provision of Information

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- a) During the exit management period:

- i. The SI will allow MMTC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable MMTC to assess the existing services being delivered;
- ii. Promptly on reasonable request by MMTC, the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services provided by the SI. MMTC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The SI shall permit MMTC to have reasonable access to its employees and facilities as reasonably required by MMTC to understand the methods of delivery of the services employed by the SI and to assist appropriate knowledge transfer.

#### 3.4. Confidential Information, Security and Data

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- a) The SI will promptly on the commencement of the exit management period supply to MMTC the following:
  - i. all current and updated data as is reasonably required by MMTC for the purposes of transitioning the services to its Replacement SI in a readily available format. ;
  - ii. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MMTC , or its Replacement SI to carry out due diligence in order to transition the provision of the Services to MMTC , or its Replacement SI (as the case may be).
  - iii. All Intellectual Property Rights related to the Project and /or documentation relating to Project's Intellectual Property Rights.
  - iv. Project Data and Confidential Information.
- b) Before the expiry of the exit management period, the SI shall deliver to MMTC all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the SI shall be permitted to retain one copy of such materials for archival purposes only.

#### 3.5. Transfer of Certain Agreements

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On request by MMTC, the SI shall effect such assignments, transfers, licenses and sub-licenses as MMTC may require in favour of MMTC or its Replacement SI in relation to any equipment lease, maintenance or service provision agreement between SI and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by MMTC or its Replacement SI.

#### 3.6. Rights of Access to Premises

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- a) At any time during the exit management period, where Assets if any are located at the SI's premises, the SI will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) MMTC and/or any Replacement SI in order to make an inventory of the Assets.
- b) The SI shall also give MMTC or any Replacement SI right of reasonable access to the SI's premises and shall procure MMTC and any Replacement SI rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the agreement as is reasonably necessary to migrate the services to MMTC or a Replacement SI.

### 3.7. General Obligations of the SI

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- a) The SI shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to MMTC or its Replacement SI and which the SI has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any SI, associated entity, is deemed to be in the possession or control of the SI.
- c) The SI shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

### 3.8. Exit Management Plan

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- a) The SI shall provide MMTC with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
  - i. A detailed program of the transfer process that could be used in conjunction with a Replacement SI 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 SI's, suppliers and any related third party (if applicable) as are necessary to avoid any material detrimental impact on MMTC's operations as a result of undertaking the transfer;
  - iii. Plans for provision of contingent support to MMTC, and Replacement SI for a reasonable period after transfer.
- b) The SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the SI to MMTC and approved by MMTC.



- d) This Exit Management plan shall be furnished in writing to MMTC within 90 days from the Effective Date of this Agreement.

#### **4. Schedule – IV - Audit, Access and Reporting**

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##### **4.1. Purpose**

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This Schedule details the audit, access and reporting rights and obligations of MMTC and the SI.

##### **4.2. Audit Notice and Timing**

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- a) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and Maintenance Phase. On such timetable MMTC shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the SI any further notice of carrying out such audits.
- b) MMTC may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the SI, a security violation, or breach of confidentiality obligations by the SI and SI shall give all due support during this process to MMTC.
- c) MMTC shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the SI. Any such audit shall be conducted by with adequate notice of 2 weeks to the SI.
- d) In addition to the above, there may be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the Agreement, SI will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by MMTC, in writing.

##### **4.3. Audit Rights**

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- a) MMTC shall have the right to audit and inspect suppliers, agents and third party application ( if any as detailed in the RFP), data centers, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
  - i. The security, integrity and availability of all data processed, held or conveyed by MMTC and documentation related thereto;
  - ii. That the actual level of performance of the services is the same as specified in the SLA;
  - iii. That the SI has complied with the relevant technical standards, and has adequate internal controls in place; and

- iv. The compliance of the SI with any other obligation under the Agreement and SLA.

#### 4.4. Reporting

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The SI will provide quarterly reports to MMTC regarding any specific aspects of the Project and in context of the audit and access information as required by MMTC.

#### 4.5. Action and Review

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- a) Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to MMTC and the SI Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the agreement.
- b) Any change or amendment to the systems and procedures of the SI where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- c) SLA by the SI pursuant to this Schedule.

### 5. **Schedule – V - Governance Schedule**

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#### 5.1. Purpose

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The purpose of this Schedule is to:

- a) establish and maintain the formal and informal processes for managing the relationship between the Parties (including the outputs from other Schedules to this Agreement;
- b) define the principles that both Parties wish to follow to ensure the delivery of the Services;
- c) ensure the continued alignment of the interests of the Parties;
- d) ensure that the relationship is maintained at the correct level within each Party;
- e) create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- f) set out the procedure for escalating disagreements; and
- g) enable contract administration and performance management.

#### 5.2. Governance Structure

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- a) The Program Governance Structure to be put in place by MMTC and will have the following units:
  - i. Steering Committee (SC)

- ii. Project Operations Committee
- iii. Program Management Unit (PMU)

The composition of each of the above units will be in line with the approach described in Section 16 of Volume I of the RFP or as decided by MMTC.

- b) Project Director: The relationship under this Agreement will be operated by the Project Director appointed by each Party, who will provide the interface between the executive management of the respective Parties.
  - i. Before signing of this agreement, MMTC shall each appoint a Project Director. In the case of Project, the Project Manager will be an individual who is appointed by the Project Director. In the case of the SI, the Project Manager will be an individual who is an organizational peer of Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in the manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within fourteen days of the substitution.
- c) The Project Directors shall have responsibility for maintaining the interface and communication between the Parties.
- d) The Project operations Committee of the ERP project shall be constituted to monitor day to day progress of the project, provide approvals, suggest changes and provide dispute resolution for smooth Implementation and Operations of the project and shall be chaired by Director – MMTC. Chairman of the Project operations Committee shall also be heading the Disputes Resolution Board (DRB) consisting of members that shall include Director – MMTC, Experts from IT department and one expert that shall be a special invitee based on the relevant dispute matter such as finance, commodity, legal etc. The Project operations Committee will meet formally on, at least, a monthly basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of monthly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in this Schedule; and (iv) any other issue which either Party wishes to add to the agenda.
- e) In the event that there is any material factors affecting delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this Agreement), the Parties agree to discuss in the Committee any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the

change control procedure as set out in the Change Request Schedule (Schedule II of this Agreement).

\*Note: Functional head refers to Single Point of Contact for that function

### 5.3. Governance procedures

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The SI shall document the agreed structures in a procedures manual.

- a) Meetings will be held at various levels (as per the Governance structure) between the SI and MMTC to facilitate smooth implementation and operations of the entire project.
- b) All meetings and proceedings will be documented; such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- c) The Parties shall ensure as far as reasonably practicable that both parties shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- d) Any unresolved issue(s) would be escalated to the next higher level as per the Project governance structure.
- e) In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.
- f) In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.
- g) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in Clause 9.
- h) All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).

- i) If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter.

## **6. Schedule – VI - Terms of Payment Schedule**

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As per the schedule given in the Volume II of this RFP document.

**ANNEXURE**

7. Annexure – A – Format for Change Request Notice

Change Request Note		CRN Number:
Part A: Initiation		
Title:		
Originator:		
Date of Initiation:		
Details of Proposed Change		
Authorized by MMTC		Date:
Name:		
Signature:		Date:
Received by the SI		
Name:		
Signature:		
Change Request Note		CRN Number:
Part B : Evaluation of Change		
Brief Description of Solution:		
Impact:		
Deliverables:		
Timetable:		
Charges for Implementation: (including a schedule of payments)		

Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the SI	Date:
Name:	
Signature:	

Change Request Note	CRN Number :
Part C : Authority to Proceed	
Implementation of this CRN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	

Rejection Requires Further Information (as follows, or as Attachment etc.)	
For MMTC	For the SI
Signature	Signature
Name	Name
Title	Title
Date	Date

**8. Annexure – B - List of Services Provided By the SI**

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The SI will provide services as per detailed Scope of Work in the Volume I of this RFP.

**9. Annexure – C - Bid**

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1. Technical Bid Response – As per the Template given in the RFP Volume II
2. Financial Bid Response - As per the Template given in the RFP Volume II
3. Summary Of Cost Components -Cost components submitted by Vendor as per the template given in the RFP Volume II.



## 10. Non-Disclosure Agreement

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This Non-Disclosure Agreement ("The Agreement") is signed on \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between

< **Company name** > **having** its offices at <address of company > (hereinafter referred to as "SI" which expression shall include its successors, and assigns which expression unless it be repugnant to the context or meaning thereof includes its successors, representatives and permitted assigns)

and

**MMTC Limited** having its office at Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 ("MMTC" which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns).

WHEREAS:

- A. < Company name> is engaged in the business of, inter-alia, providing IT services.
- B. MMTC is India's leading international trading company, with a turnover of over US\$ 5.5 billion. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading. .
- C. MMTC, pursuant to its Tender dated < >, declared <COMPANY NAME> as successful Bidder for its appointment as SI (SI). Pursuant to appointment of < Company Name> as SI, certain Confidential Information relating to MMTC's business may be disclosed by MMTC to < Company Name> which shall be subject to the terms and conditions contained in this Agreement.
- D. Both Parties agrees that the security of IT infrastructure of MMTC is critical and the IT architecture/environment/reports needs to be analyzed and reviewed to ensure that MMTC's IT infrastructure remains secured to the best possible extent. Therefore <Company Name> has agreed to observe and be bound by the restrictions and obligations relating to its use of such Confidential Information.

**THEREFORE IN CONSIDERATION OF THE PREMISES AND OBLIGATIONS SET FORTH  
HEREIN, IT IS AGREED AS FOLLOWS:**

### 10.1. Definitions

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In this Agreement, unless the context otherwise requires,

- a) The term "Confidential Information" includes data, reports, drawings, records, correspondence, notes, compilations, studies, in the form of samples, models and other information/documentation given or disclosed by MMTC to <COMPANY NAME> or any of their Representative(s) relating to or in any way connected and relating to any of MMTC's business activities actual or proposed, IT Infrastructure, systems, marketing plans, agreements, methods, techniques, processes, theories, formulas, know-how, techniques, applications, systems, components, improvements, technology, market projections, sales records, software programs, test data, customers, customer lists, or any other information relating to MMTC that <COMPANY NAME> becomes aware of whether or not disclosed by MMTC and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless of the media or form transmitted or stored in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.
- b) "Agreement" means the Agreement for implementing ERP to be entered into between MMTC and <COMPANY NAME> pursuant to the award letter dated < > declaring <COMPANY NAME> as successful Bidder for its appointment as IT Security Consultant.
- c) "Representatives" mean directors/partners, officers, agents, advisors, consultants or employees or respective shareholders or ultimate parent company, as the case may be of <COMPANY NAME>.

### 10.2. Confidential Information and Protection

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- a) MMTC may, from time to time, disclose Confidential Information to <COMPANY NAME> and/or their Representatives for performance by <COMPANY NAME> of the Agreement entered into between MMTC and <COMPANY NAME>.
- b) The <COMPANY NAME> understands and acknowledges that the Confidential Information is proprietary and confidential information of MMTC which has been created, developed or obtained by MMTC by investment of significant time, substantial effort and expense. The Confidential Information is a valuable, special and unique asset of MMTC which gives significant competitive advantage to MMTC and that protection of Confidential Information is of the highest importance to MMTC. Therefore <COMPANY NAME> acknowledges and undertake:
  - i. To keep the Confidential Information in strict confidence for the entire duration of the Agreement and for a period of ten years thereafter.

- ii. without the prior written consent of MMTC, <COMPANY NAME> will not disclose Confidential Information furnished to it to anyone other than its Representatives expressly approved by MMTC;
- iii. <COMPANY NAME> shall procure that its approved Representatives will not communicate with any third party, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of their obligations under the Contract.
- iv. In case the Confidential Information is disclosed to any of <COMPANY NAME> approved Representatives, <COMPANY NAME> shall further enter into agreements with its Representatives binding them to the same obligations to which <COMPANY NAME> is bound under this Agreement, and ensure compliance of this Agreement by its approved Representatives and make them liable for any breach by them of such obligations.
- v. to inform its approved Representatives to whom any Confidential Information may be disclosed of their obligations of confidentiality pursuant to this Agreement, to ensure compliance with its terms and to be liable for any breach by them of such obligations; and
- vi. To keep separate all Confidential Information from all documents and other records of the Parties and shall mark all such Confidential Information received from MMTC as "Confidential".
- vii. the Confidential Information which may be disclosed to <COMPANY NAME> will contain proprietary assets, designs and other intellectual property rights with respect to the MMTC's Products which are the exclusive property of MMTC and are critical for the business of the MMTC and its profitability, <COMPANY NAME> agrees not to do anything which may, in any manner, whether directly or indirectly, affect the above proprietary rights, interest, business and profitability of MMTC.
- viii. The <COMPANY NAME> will not copy or modify any Confidential Information without the prior written consent of MMTC. Any permitted reproduction of Confidential Information must contain all confidential or proprietary legends which appear on the original. <COMPANY NAME> shall immediately notify the disclosing party in the event of any loss or unauthorised disclosure or use of the Confidential Information.
- ix. <COMPANY NAME> shall notify MMTC promptly of any material unauthorised possession, use or knowledge, or attempt thereof, of the MMTC's Confidential Information by any person or entity other than MMTC and its Authorised Representatives

- x. promptly furnish to MMTC full details of the unauthorised possession, use or knowledge, or attempt thereof;
- xi. use reasonable efforts to assist MMTC in investigating or preventing the recurrence of any unauthorised possession, use or knowledge, or attempt thereof, of Confidential Information;
- xii. use reasonable efforts to cooperate with MMCT in any litigation and investigation against third parties deemed necessary by MMTC to protect its proprietary rights; and
- xiii. promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of Confidential Information

#### 10.3. The Undertakings in Clause 2 shall not apply to any Confidential Information which:

- a) at the time of its disclosure to <COMPANY NAME> is in the public domain;
- b) In the event that <COMPANY NAME> is required or requested by any court, legislative or administrative body to disclose any Confidential Information, then it shall prior to disclosure promptly notify MMTC or its any of its Representative so that an appropriate protective order and/or any other action can be taken if possible.

In the event that such protective order is not, or cannot be, obtained, then <COMPANY NAME> may disclose to the appropriate body that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information; and

#### 10.4. No Commitments, Warranties or Solicitation

- a) The Confidential Information disclosed by MMTC to <COMPANY NAME> shall be used by <COMPANY NAME> strictly for the purposes expressly authorized by MMTC.
- b) No representations or warranties, express or implied, are made by MMTC concerning the accuracy or completeness of the Confidential Information supplied under this Agreement and neither MMTC nor any of its Representatives shall be liable in any way to <COMPANY NAME> for receipt or use of such Confidential Information and MMTC expressly disclaims any such liability whether in negligence or otherwise.
- c) MMTC shall not be under any obligation or commitment to enter into discussions or any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information and this Confidentiality Agreement shall not constitute nor should it be construed to constitute an offer or commitment by MMTC with regard to the Tender.

- d) MMTC shall not be precluded from entering into any agreement or obligation with any other party relating to the Agreement or the Confidential Information merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information.
- e) Without prejudice to the generality of the above, nothing herein shall grant to <COMPANY NAME> the right to make representations and/or commitments of any kind on behalf of MMTC without the prior written consent of MMTC.

#### 10.5. Return of Confidential Information

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- a) Upon the written request of MMTC, the <COMPANY NAME> shall return to MMTC all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof. <COMPANY NAME> shall also deliver to MMTC written statements signed by the receiving party certifying that all materials have been returned within fifteen (15) days of receipt of the request.
- b) Upon specific request by MMTC, <COMPANY NAME> shall destroy all analyses, compilations, drawings, or other documents which have been prepared and which reflect any Confidential Information.

#### 10.6. Indemnity; No Waiver; Specific Performance

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- a) <COMPANY NAME> shall indemnify, defend and hold harmless MMTC against any losses, liabilities, claims, damages, costs, and expenses including reasonable legal fees and other expenses and disbursements in connection therewith and interest charges thereon suffered or incurred by MMTC which arise out of, result from, or may be payable by virtue of any breach of any representation, warranty, covenant or agreement made or obligation required to be performed under this Agreement by <COMPANY NAME>.
- b) <COMPANY NAME> acknowledge that damages alone would not be an adequate remedy for any breach of the terms and conditions of this Agreement and MMTC shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to MMTC at law or in equity.
- c) Failure by MMTC in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

#### 10.7. Relationship of Parties

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MMTC has no obligation under this Agreement to purchase any service or item from <COMPANY NAME>, or commercially offer any products using or incorporating the Confidential Information. This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and <COMPANY NAME> shall have the authority to bind MMTC without the separate prior written agreement thereof.

#### 10.8. No Grant of Property Rights

---

<COMPANY NAME> recognizes and agrees that, except as expressly and specifically set forth in this Agreement, nothing herein shall be construed as granting any property right, by license, implication, estoppels or otherwise, to any of MMTC's Confidential Information, or to any invention or any patent right that has issued or that may issue based on such Confidential Information. All Information disclosed is provided "as is" without any warranties of any kind.

#### 10.9. General Provisions

---

- a) MMTC has no obligation to supply Confidential Information hereunder and has no obligation to enter into any Agreement with <COMPANY NAME> and it has no right to offer for sale products or services using or incorporating the Confidential Information.
- b) This Agreement shall not be assigned by <COMPANY NAME>, and it shall not delegate its duties under this Agreement, without prior written consent of the other.

#### 10.10. Term and Termination

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- a) This Agreement shall enter into force on the date first above mentioned and shall remain in force till the validity of the Agreement and for a further period of five years thereafter.
- b) Notwithstanding Clause 10 above, MMTC may terminate this Agreement by giving a 30 days prior written notice to the other Party.

#### 10.11. Consequences of Termination

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- a) Upon termination of this Agreement, <COMPANY NAME> shall return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof; and
- b) Termination will not affect MMTC's right to claim damages, in case of breach of any of the terms and conditions of this Agreement by <COMPANY NAME> or its Representatives.
- c) <COMPANY NAME> shall cease use of any Confidential Information after the termination of this Agreement. This Clause shall survive termination of this Agreement.

#### 10.12. Governing Law

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This Agreement shall be governed by laws of India.

#### 10.13. Entire Agreement

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This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all prior communications understandings and agreements between the parties, whether written, oral, express or implied relating thereto. No amendment or modification to this Agreement shall be valid unless in writing and signed by a duly authorised Representative of each of the parties.

#### 10.14. Dispute Resolution

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Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman & Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The seat of arbitration shall be New Delhi.

#### 10.15. Severability

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If any term or provision of this Agreement is found by a court of competent jurisdiction or by a duly appointed Arbitrator under Clause 13 of this Agreement, to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, (which shall continue to remain valid, binding and enforceable by and against the parties notwithstanding any such finding) but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations

of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

#### 10.16. Notices

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Any notices to be given hereunder by either party to the other shall be in English and sent by registered letter, courier or facsimile to the other party at the addresses stated below:

- (a) MMTC LIMITED  
Core-1, SCOPE Complex,  
7 Institutional Area, Lodhi Road,  
New Delhi-110 003
  
- (b) < Name & Address of System Integrator (SI)>

Any notice shall be effective only upon actual receipt at the above mentioned address unless change in the address is notified by a party by giving 10 days advance notice.

**IN WITNESS WHEREOF** this Agreement has been executed by the duly authorised Representatives of the parties the day and year first above written.

- 1. Signed and delivered by:

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MMTC LIMITED  
Core-1, SCOPE Complex,  
7 Institutional Area, Lodhi Road, New Delhi-110 003

- 2. Signed and delivered by:

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< Name & Address of System Integrator (SI)>

In the presence of the following witnesses:

- 1. \_\_\_\_\_

- 2. \_\_\_\_\_



## 11. Service Level Agreement

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This Service Level Agreement together with all its annexures (hereinafter referred as “SLA”) is made and signed at New Delhi on the <XXX> day of <XX> 2017.

### Between,

MMTC Limited, a Government of India Enterprise, having its registered office at Core -1, "SCOPE COMPLEX, 7 Institutional Area, Lodhi Road, New Delhi – 110003, (hereinafter referred as “MMTC” which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successor-in-office and assigns) represented through Mr. [●please insert], [●please insert designation], who is duly authorized to execute this Agreement, being the Party of the First Part

### AND

< Company name with address \*\*\*>, a company incorporated under the Companies Act, 1956, having its registered office at <\*\*\*> and having its place of business at [●please insert] (hereinafter referred as “SI” which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successor-in-office and assigns) represented through Mr. [●please insert], [●please insert designation], who is duly authorized vide a board resolution dated [●please insert date] passed by its Board of Directors to execute this Agreement, being the Party of the Second Part.

(The MMTC and the SI are collectively referred to as the ‘Parties’ and individually as a ‘Party’)

### WHEREAS:

- a) MMTC is desirous to implement the project for supply, installation, implementation, operation & maintenance of ERP System on a turnkey basis for its corporate office, Regional office and other locations (hereinafter referred to as “Project”, defined hereinafter).
- b) In furtherance of the same, MMTC undertook the selection of a suitable SI through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated XX/XX/2017.
- c) The SI has been selected as the successful bidder, to undertake and implement the Project as mentioned in the RFP and desired service levels, on the basis of its proposal dated [●please insert date] submitted by the SI.
- d) The SI having represented to the MMTC that it possesses and has the required professional skills, personnel and technical resources to deliver the Services and have

offered to provide the Services, on the terms and conditions set forth in this Agreement.

- e) The MMTC has agreed to accord the SI, the mandate to undertake and implement the Project in order to achieve the defined objectives and scope of work mentioned in RFP and SI in pursuance of its Proposal undertakes to implement the Project on the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

### 11.1. Definitions and Interpretations

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In this SLA, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this SLA;
- b) use of any gender includes the other genders and the words importing the singular shall include plural and vice versa;
- c) any reference to a 'day' shall, unless otherwise specified herein, mean a calendar day;
- d) a reference to any other document referred to in this SLA is a reference to that other document as amended, varied, novated or supplemented at any time;
- e) All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this SLA.
- f) The Recitals contained herein form an integral part of this SLA.
- g) Ambiguity and Discrepancy: In case of ambiguities or discrepancies within the SLA, the following shall apply:
  - i. Between Articles of the RFP and Schedules, the latter shall prevail;
  - ii. Between RFP and corrigendum and between two corrigendum, the latest shall prevail;
  - iii. Between the proposal of SI and the RFP, the RFP shall prevail;
  - iv. Between two Articles of the SLA, the provisions of specific clause relevant to the issue under consideration shall prevail over those in a general clause;
  - v. Between any value written in numerals and that in words, the latter shall prevail.

- h) Terms and expressions used in this SLA (including the Introduction) shall have the same meanings set out in Schedule I of the MSA.
- i) All Appendices and other attachments to this SLA are hereby incorporated as a part of this SLA by this reference
- j) This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties and to the provision of the Services by the SI to MMTC under this SLA and the MSA.
- k) SI shall provide the Service Levels in accordance with the performance metrics as more particularly described in Annexures of this SLA. Further this SLA shall govern the provision of the contracted professional services to MMTC after the Effective Date.

#### 11.2. Commencement and Duration of SLA

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Service Levels during the operations and maintenance period which comprise of a period of Ten (10) years from the date of final go live

- a) The Service Levels defined in Annexure A shall be the applicable Service Levels during this period.
- b) If this SLA is extended further the agreed SLA's shall be applicable to the extended period also.

#### 11.3. Priority of agreements

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The Parties hereby expressly agree that for the purpose of giving full and proper effect to this SLA, the MSA and this SLA shall be read together and construed harmoniously. Apart from the provisions as set out hereinabove, the terms and conditions stated in the MSA shall apply mutatis mutandis to this SLA. In the event of any conflict between the MSA and this SLA, the provisions contained in the MSA shall prevail over this Agreement.

#### 11.4. Terms of Payment

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- a) In consideration of the Services to be delivered by the SI and subject to the provisions of this Agreement and of the SLA, MMTC shall pay the SI for the Services rendered in pursuance of this SLA, in accordance with the Terms of Payment Schedule set out as Schedule VI of the Agreement.
- b) The SI shall submit invoices along with supporting documents as per the payment milestones / service levels listed in SLA and / or Schedule VI of the Agreement. The payment for the undisputed raised invoice shall be payable within 30 (thirty) days from the date of receipt of the invoice. MMTC shall release the payment to SI only if

SI is able to achieve the service levels / Payment milestones as specified in SLA. In case SI is unable to achieve the service levels within the specified time, MMTC shall be entitled to charge penalties and liquidated damages as provided for in this Agreement and the SLA.

- c) Save and except as otherwise provided for herein or as agreed between the Parties in writing, MMTC shall not be required to make any payments in respect of the Services other than those covered in Schedule VI of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs notwithstanding the increase in prices of the material, labour, taxes, levies, etc. .
- d) All payments to be made to SI in terms of this SLA shall be subject to the deduction of tax at source (TDS), wherever applicable, as per provisions of the Income Tax Act, 1961 and MMTC shall provide SI with the TDS certificates for any such deductions.
- e) It is clarified here that MMTC will also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the agreement as a result of the failure of the SI to meet the Service Level under the affected SLA, such sum being determined in accordance with the terms of the SLA.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED  
For and on behalf of the SI by:

SIGNED, SEALED AND DELIVERED  
For and on behalf of MMTC Chairman  
Cum Managing Director through:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

- 1.
- 2.

### 11.5. Annexure A

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Service Levels applicable for ten (10) years , after completion of the Term of the Agreement, MMTC at its sole discretion may renew this Agreement for further period of Ten years. In the event, MMTC does not renew the Agreement; the Agreement shall stand expired at the end of the Term.

#### 18.6.1 Introduction

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This Annexure describes the service levels to be established for the Services offered by the SI to MMTC. The SI shall monitor and maintain the stated service levels to provide quality service to MMTC.

#### 18.6.2 Definitions

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- a) "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity. Scheduled maintenance time is planned downtime with the prior permission of MMTC, during non-business hours. The Scheduled Maintenance time within 10 hours a quarter as agreed shall not be considered for SLA Calculation.
- b) "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the Primary DC and DRC will be 24X7X365.
- c) "System or Application downtime" means accumulated time during which the System is inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time MMTC and/or its employees and/or stakeholders log a call with the SI team of the failure or the failure is recorded in the EMS Tool to the time when the System is returned to proper operation.
- d) "Availability" means the percentage of time for which the services and facilities are available for conducting operations on MMTC system including application and associated infrastructure. Availability is defined as:  
$$\{(Scheduled\ Operation\ Time - System\ Downtime) / (Scheduled\ Operation\ Time)\} * 100\%$$

- e) “Incident” refers to any event / abnormalities in the functioning of the Data Centre and Data Recovery centre Equipment / Services that may lead to disruption in normal operations of the Data Centre and Disaster Recovery centre, System or Application services.

### 18.6.3 Measurement and Monitoring

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- a) The SLA parameters shall be monitored on a quarterly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the Agreement and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of MMTC, then MMTC will have the right to take appropriate actions as per the SLA’s including termination of the Agreement.
- b) Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the SI on monthly basis in the format suggested by MMTC and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to MMTC at the end of every month containing the summary of all incidents reported and associated SI performance measurement for that period. The monthly Availability and Performance Report will be deemed to be accepted by MMTC upon review and signoff by both SI and MMTC.
- c) EMS system as specified in this RFP shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The 3rd party testing and audit of the system shall put sufficient emphasis on ensuring the capability of EMS system to capture SLA compliance correctly and as specified in this RFP. The selected SI must deploy EMS tool and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Monitoring report in the end of every quarter which is to be shared with MMTC on a quarterly basis. The tool should also be capable of generating SLA reports for each quarter.
- d) MMTC shall have full access to the EMS solution (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. MMTC will also audit the tool and the scripts on a regular basis.
- e) The measurement methodology / criteria / logic will be reviewed by MMTC.
- f) In case of default on any of the service level metric, the SI shall submit performance improvement plan along with the root cause analysis for MMTC’s approval.
- g) For SLA related payments, the SLA measurement will be measured and computed on a quarterly basis.

#### 18.6.4 Annual Reviews

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- a) During the contract period, it is envisaged that there could be changes to the SLA, in terms of measurement methodology / logic / criteria, addition, alteration or deletion of certain parameters, based on mutual consent of both the parties, i.e. MMTC and SI.
- b) MMTC and SI shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement of MMTC and SI in accordance with the Change Control Schedule.
- c) The SLAs may be reviewed on an annual basis by MMTC in consultation with the SI and other agencies

#### 18.6.5 Penalties

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- a) SI is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall invoke the performance related penalties. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below.
- b) The penalties will be computed and calculated as per the computation explained in this Section.
- c) The matrix specifies three levels of performance, namely, Baseline, Low, and Breach
- d) Payment of 40% of the equated quarterly payment is linked to the compliance with the SLA metrics. The positive and negative points earned during each quarter will be added to compute the net score out of 100. This percentage will be applied to the 40% of the quarterly payment to arrive at the amount payable to the operator for that quarter
  - I. The SI will get 100% of 40% of the quarterly payment if the baseline performance metrics are complied.
  - II. In case of lower performance on all the metrics, the SI will get 36% of the 40% of Quarterly Payment
  - III. In case of Breach of performance on all metrics, the SI will get 0% of the 40% of quarterly payment.
  - IV. In case if sum of the totals is negative and/ or if the calculated % of the score is negative then the SI will get 0% of the 40% of quarterly payment.

#### 18.6.6 Availability & Performance Report

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<<To be filled up after the finalization of the bidder>

#### 18.6.7 Service levels Description

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S. No.	Description	Measurement Methodology	Targets	Credits
<b>Application Performance</b>				
1	SLA Time to load (simulated transactions) login page or any other page (other than home page) of the portal that can be viewed by the users without logging into the system	The time includes the cumulative time of sending the request from the dedicated MMTC machine over internet to the Data Center to the time the page fully loads on MMTC machine.  The pages will be defined by MMTC based on the criticality and number of visits to the page.	Baseline: >=95% of the transactions take less than or equal to 2 seconds  Lower Performance: <95% and >=90% of the transactions take less than or equal to 2 seconds  Breach: <90% of the transactions take less than or equal to 2 seconds	Baseline: 5 Lower: 2 Breach: -2



<p>2</p>	<p>SLA Request-Response Time for Form submission related services used by users through portal</p>	<p>The time is the elapsed time between the time requests (submission of Form including attachments) is submitted to the time the response (acknowledgement) is sent back.</p> <p>Irrespective of the transaction type, Payment Gateway and any external agency transaction times will be subtracted from the total elapsed time.</p> <p>Measurement will be on real time transactions. The response time will be measured within the data center environment between the first entry and last exit point.</p>	<p>Baseline: &gt;=95% of the transactions take less than or equal to 8 seconds</p> <p>Lower Performance: &lt;95% and &gt;=90% of the transactions take less than or equal to 8 seconds</p> <p>Breach: &lt;90% of the transactions take less than or equal to 8 seconds</p>	<p>Baseline: 10 Lower: 4 Breach: -5</p>
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<p>3</p>	<p>SLA Request-Response Time for services accessed by users (e.g., login (with or without the digital signature) and loading the index page, Search, view applicant details, Establishment &amp; Finance functions,)</p>	<p>The time is the elapsed time between the time requests is submitted to the time the response is received at MMTC.</p> <p>The services exclude workflow and document retrieval related transactions that are measured under separate SLAs.</p> <p>Irrespective of the transaction type, any transaction times will be subtracted from the total elapsed time.</p> <p>Measurement will be on real time transactions. The response time will be measured at MMTC workstations at MMTC Offices (ROs, SROs, MMTC-CO)</p>	<p>Baseline: &gt;=95% of the transactions take less than or equal to 3 seconds</p> <p>Lower Performance: &lt;95% and &gt;=90% of the transactions should be less than or equal to 3 seconds</p> <p>Breach: &lt;90% of the transactions take less than or equal to 3 seconds</p>	<p>Baseline: 8 Lower: 4 Breach: -4</p>
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4	<p>SLA</p> <p>Request-Response Time for workflow interaction / workflow based transactions (e.g., retrieval of work items,..) of the services accessed by users</p>	<p>The time is the elapsed time between the time requests is submitted to the time the response is received at MMTC.</p> <p>Irrespective of the transaction type any external agency transaction times will be subtracted from the total elapsed time.</p> <p>Measurement will be on real time transactions. The response time will be measured at MMTC workstations at MMTC Offices (ROs, SROs, MMTC-CO)</p>	<p>Baseline: &gt;=95% of the transactions should be less than or equal to 3 seconds</p> <p>Lower Performance: &lt;95% and &gt;=90% of the transactions should be less than or equal to 3 seconds</p> <p>Breach: &lt;90% of the transactions take less than or equal to 3 seconds</p>	<p>Baseline: 8</p> <p>Lower: 4</p> <p>Breach: -4</p>
5	<p>SLA</p> <p>Request-Response Time for transactions with document retrieval and rendering services through portal for users</p>	<p>This is the elapsed time between request submitted to the time the first page of the document is retrieved and rendered at MMTC location</p> <p>Measurement will be on real time transactions. The response time will be measured at MMTC workstations at MMTC Offices (ROs, SROs, MMTC-CO)</p>	<p>Baseline: &gt;=95% of the transactions should be less than or equal to 10s</p> <p>Lower Performance: &lt;95% and &gt;=90% of the transactions should be less than or equal to 10s</p> <p>Breach: &lt;90% of the transactions take less than or equal to 10s</p>	<p>Baseline: 6</p> <p>Lower: 2</p> <p>Breach: -4</p>
Application & Infrastructure Availability				

6	SLA Recovery Time Objective (RTO)	Measured during the regular planned / unplanned (MMTC at its discretion can ask SI to do a drill) DC-DR Drill or an DC / DR outage	Baseline: <= 4 hours Breach: Default of the Baseline	Baseline: 5 Breach: -1 * per every additional four hours of downtime
7	SLA Availability of Services for users	Measured as availability of select set of end-to-end services that when executed, cover the underlying solution and infrastructure components (e.g., servers, database, content management, forms)  The services shall be measured on 24X7X365.	Baseline: >= 99.5% Lower Performance: <99.5% and >= 99% Breach: <99%	Baseline: 10 Lower: 4 Breach: -5
Support Performance				

8	<p>SLA</p> <p>Resolution of Tickets logged by MMTC users (Excludes Tickets for generation of ad-hoc reports)</p>	<p>Measurement of resolution time from the ticket is logged to the time it is resolved. The tickets include turnaround time for repairs or replacements, infrastructure and also incident reporting of application mal function</p> <p>Level 1: Operational Issues / show stopper                  Level 2: Workaround available                  Level 3: Modifications or bug fixes</p>	<p>Baseline:</p> <p>a. &gt;=95% of Level 1 tickets should be resolved within 4 working hours, remaining 5% within One Working Day;                  b. &gt;=95% of Level 2 tickets should be resolved within 2 working days, remaining 5% within Four Working Days;                  and                  c. &gt;=95% of Level 3 tickets should be resolved within 4 working days and remaining 5% within Five Working Days;                  Breach: Default of the Baseline</p>	<p>Baseline: 4                  Breach: 2</p>
Key Measurements				

<p>9</p>	<p>SLA Key Measurements</p>	<p>As required for each metric.</p>	<p>Metrics Availability (on 24X7X365) of non-critical applications(EMS , Helpdesk, Email) &gt;= 99%</p> <p>Complete Response (Change Request Note) from the date of receiving approval for the same from MMTC on the Change Requests Initiated by MMTC &lt;= 15 days</p> <p>Change Requests should be completed within 15 days from the date of approval from MMTC (or as accepted by MMTC) * of the Change Request Note</p> <p>Baseline: No Default on any of the above metrics Lower Performance: Default on any one of the above metrics Breach: Default on &gt;1 of the above metrics *N.B.: The commercial implications, if any, of the change request will be determined as per the scope of work defined in the RFP.</p>	<p>Baseline: 5 Lower: 2 Breach: -4</p>
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