

**Notice Inviting Tender (NIT)**

**For**

**Implementation of ERP Solution**

**At**

**National Fertilizers Limited (NFL)  
&  
Ramagundam Fertilizers and Chemicals Limited (RFCL).**

**Volume - I**

**E-Tender ID: NFL-537**

**Date of Release: 07/02/2019**

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## Check List

Bidder shall ensure that all relevant documents including given below have been submitted as part of their bid response. All the bid documents, except otherwise mentioned categorically, shall be submitted original as hard copy and scanned copy to be uploaded online mode.

SI. No	Document	Reference Page No./ Annexure No. of NIT	Submitted Yes/No	Reference Page No./ Annexure No. (Bidder)
1.	Letter of Undertaking of the bidder (Original by hard copy and scanned copy to be uploaded online)	Annexure I,II/Page no. 61, 62 (Volume III)		
2.	Earnest Money Deposit (Original by hard copy and scanned copy to be uploaded online)	Form 14, /Page no. 36 (Volume III)		
3.	Demand Draft/online payment proof for the bid document downloaded from designated websites mentioned in NIT(Original by hard copy and scanned to be uploaded online)	By bidder		
4.	Integrity Pact duly filled and signed by the bidder separate for both entities NFL & RFCL (Original By hard copy and scanned to be uploaded online)	Form 17,18/page no. 44 , 49 (Volume III)		
5.	Information about the bidder	Form 1/Page no. 9 (Volume III)		
6.	Power of Attorney of signatory to the bid (Original by hard copy and scanned copy to be uploaded online)	Form 10/Page no. 28 (Volume III)		
7.	Copy of PAN of the bidder	By bidder		
8.	Copy of GST Registration certificate (Form GST REG-26)	By bidder		
9.	Copy of P. F. Registration no. allotted by RPFC/Letter of undertaking as per annexure in volume III.	By bidder		
10.	Unpriced copy of the price bid confirming with the word " QUOTED" against each item of price sheet is to be submitted by the bidder(s) along with Technical Bid.	By bidder		
11.	Supporting documents for eligibility criteria	By bidder		
12.	Detailed information as needed for pre-qualification criteria (PQC)	By bidder		
13.	Proposed organization set up for the project at site separately for NFL & RFCL	By bidder		
14.	Audited profit and loss account and Balance	By bidder		

	sheet for the last three financial years ending March' 2018.			
15.	Deviations/Exclusion schedule, if any	Form 5/Page no. 19 (Volume III)		
16.	Submission of bank mandate form/cancelled cheque in order to facilitate payments through e-payment mode.	By bidder		
17.	Declaration by the bidder on his letter head that the firm is not blacklisted by any PSU/Govt. body as per form in volume III.	By bidder		
18.	Authorization letter by the bidder in his letter head authorizing NFL & RFCL to seek references from bidder's bankers and customers.	By bidder		
19.	Hardware sizing and network details for the proposed COTS ERP solution for NFL & RFCL.	By bidder		
20.	Declaration by bidder on his letter head for all the consortium members for its nomination.	By bidder		

## **Notice Inviting Tender (NIT)**

This **NIT** is meant to invite proposals from interested bidders capable of delivering the goods and services described in this document. The complete **NIT** is contained in the following sections as explained below:

### **1) Volume – I (NIT)**

#### **Section I: Preface**

Section I of the NIT details out the information about NFL & RFCL, units and locations which will be part of NFL & RFCL's ERP implementation initiative.

#### **Section II: Instructions to Bidders (ITB)**

Section II of NIT details out all information that may be required by potential bidders to understand the technical and functional requirements of the intended NFL & RFCL's 'Enterprise Resource Planning' (ERP) solution.

#### **Section III: Scope of Work**

Section III of NIT intends to bring out in detail the general information that NFL & RFCL deems necessary to share with potential bidders.

#### **Section IV: General Conditions of Contract (GCC)**

Section IV of NIT details out all information that may be required by potential bidders to understand the contractual & legal terms and conditions.

#### **Section V: Special Conditions of the Contract (SCC)**

Section V of NIT details out all the special conditions of the contract.

**Abbreviations** List of abbreviations used in this NIT

### **2) Volume – II (Separate document)**

Section I & Section II of volume –II details out the Functional Requirement Specifications for NFL & RFCL

### **3) Volume – III (Separate document)**

#### **Appendix, Forms & Annexure**

Volume III details out all the appendix, forms and annexures that need to be filled in as part of the NIT response.



## **Press Notification**

### **Open Tender Notice**

**E-Tender ID.** NFL-537

**Date:** 07.02.2019

Bids are invited for "Implementation of ERP Solution at NFL & RFCL" from experienced, reputed and competent implementation partners.

- a) Tender Name: **Implementation of ERP Solution at NFL & RFCL**
- b) EMD amount (NFL): **INR 50,00,000/- (Indian Rupees Fifty Lakh only)**

Non-transferable bid document can be downloaded from the website from 07.02.2019 to 18.03.2019 with the amount of INR 5,000/- (**Indian Rupees Five Thousand only**) including applicable GST by demand draft.

The bid document can be viewed and downloaded from <https://tenderwizard.com/NFL> or <https://eprocure.gov.in> or <http://www.nationalfertilizers.com> or <http://www.rfcl.co.in/>. The bidder has to submit the cost of bid document as detailed above.

Any corrigendum to the tender notice will be uploaded only on above websites.

**Last date & time of bid submission: On or before 02:30 PM IST (on 18.03.2019)**

## Details of Bid

<b>E-Tender ID</b>	<b>Name of Work</b>	<b>Time Schedule /Completion period</b>	<b>Cost of Bid Document and EMD in INR</b>	<b>Last date of availability of tender document online for downloading</b>	<b>Last date and time of submission of Bids online</b>
NFL-537	"Implementation of ERP Solution" at National Fertilizers Limited (NFL) & Ramagundam Fertilizers & Chemicals Limited (RFCL)	Entire job mentioned in the scope of work shall be completed in all respects within Twelve months for NFL and Nine months for RFCL from the date of the Work Order.	INR 5,000/- (Indian Rupees Five Thousand Only) Including GST and INR 50,00,000/ (Indian Rupees Fifty Lakhs only)	18.03.2019 (13.30 PM IST.)	18.03.2019 (14.30 PM IST.)

## **Schedule of Tender**

Brief description of the requirement	Implementation of ERP solution at NFL & RFCL
Tender type	<b>E-tender mode</b>
E-Tender ID	<b>NFL-537</b>
Tender Release Date	<b>Date: 07.02.2019 and Time: 10.30 AM (IST)</b> (Through Online mode only).
Last date and time for submission of pre-bid queries for clarifications	<b>Date: 21.02.2019 and Time: 10.30 AM (IST)</b> (Through Email only).
Date, time and venue of pre-bid meeting	<b>Date: 27.02.2019 and Time: 10.30 AM (IST)</b> NFL Corporate Office, Noida
Publication of clarifications to the tender	<b>Date: 06.03.2019 and Time: 02.30 PM (IST)</b>
Bid submission end date	<b>Date: 18.03.2019 and Time: 02.30 PM (IST)</b> (Through online mode only)
Date / Time of bid opening (Part-I)	<b>Date: 18.03.2019 and Time: 03.30 PM (IST)</b> (Through online mode only)
Part-I	<ul style="list-style-type: none"> <li>• The techno-commercial bid and price bid together shall be submitted through online mode only through website <a href="https://tenderwizard.com/NFL">https://tenderwizard.com/NFL</a></li> <li>• Bidder shall submit price bid strictly as per the price format (Form 6) enclosed in NIT.</li> <li>• Techno-commercial bids shall be opened electronically in the presence of those bidders who wish to be present at NFL Corporate Office Noida.</li> </ul>
Part -II	<ul style="list-style-type: none"> <li>• Price bid will be opened electronically of only those bidder(s) whose part I techno-commercial unpriced bid is found to be technically acceptable to NFL &amp; RFCL.</li> <li>• Such bidder(s) will be intimated about the date of opening of part II price bid, through valid email ID provided by bidders.</li> </ul>



## **Mode of Tendering**

National Fertilizers Ltd. (NFL) Noida and Ramagundam Fertilizers and Chemicals Ltd. (RFCL) Delhi intend to select a vendor for implementation of ERP at NFL & RFCL as per scope given in the tender document against this tender, in two part bid system, through e-tendering.

In this regard, NFL & RFCL invite offers from eligible bidders. The NIT will be posted on the website: <https://tenderwizard.com/NFL>, <https://eprocure.gov.in>, <http://www.nationalfertilizers.com> & <http://www.rfcl.co.in/> where parties will be able to download the tender documents for participation in the e-tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The proposal should be prepared in English in MS Word/Excel format. Bidder may submit the bid formats duly filled, signed and scanned. Other documents could be in PDF format.

Tender documents would also be available for downloading at NFL's & RFCL's website <https://tenderwizard.com/NFL>, <https://eprocure.gov.in>, <http://www.nationalfertilizers.com> & <http://www.rfcl.co.in/>.

**Note:- Demand draft of INR 5,000 (Inclusive of applicable GST) is to be submitted at the time of bid submission (against Cost of Bid document).**

NFL have appointed **M/s Antares Systems Limited, Bangalore** as their service provider for carrying out e-tendering. Use of digital signature certificate shall be mandatory for participating in e-tendering process.

Bidder shall submit their bid and participate in this tender as per the requirements of the e-tendering system. However, in case of any help/clarification, bidder may contact any one of the following:-

### **a) M/s National Fertilizers Limited-Noida**

1) Mr. S M Vashisht Chief General Manager(IT) NFL, Corporate Office, A-11, Sector-24, Noida-201 301 e-mail: <a href="mailto:smvashisht@nfl.co.in">smvashisht@nfl.co.in</a> Ph. No: 0120-2411382	2) Mr. V P Kason Chief Manager(IT) NFL, Corporate Office, A-11, Sector-24, Noida-201 301 e-mail: <a href="mailto:vpkason@nfl.co.in">vpkason@nfl.co.in</a> Ph. No. 94633-03484
3) Mr. S K Chauhan Chief Manager(IT) NFL, Corporate Office, A-11, Sector-24, Noida-201 301 e-mail: <a href="mailto:skchauhan@nfl.co.in">skchauhan@nfl.co.in</a> Ph. No. 9990179375	

**b) M/s Ramagundam Fertilizers and Chemicals Limited**

1) Yogesh Kumar Dy. General Manager (C & P), RFCL,3rd & 4th Floor, Mohta Building 4, Bhikaji Cama Place New Delhi - 110066 India E-mail - yogeshkumar@rfcl.co.in Ph. 011-26701426	2) Mr. A.K. Chopra, Senior Manager (IT) RFCL,3rd & 4th Floor, Mohta Building 4, Bhikaji Cama Place New Delhi - 110066 India E-mail: akc@rfcl.co.in Ph. No. 011-26701412
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**c) M/s Antares Systems Limited, Bangalore**

Name - Mr. Kamal Mishra  
Mobile - 08800115821  
E-mail - [nfleprochelpdesk@gmail.com](mailto:nfleprochelpdesk@gmail.com)

Name - Mr. Shankar Kumar  
Mobile - 8800378610  
E-mail - [nfleprochelpdesk@gmail.com](mailto:nfleprochelpdesk@gmail.com)

**Help Desk No.:**

Phone Nos.: 011-49424365, e-mail: [nfleprochelpdesk@gmail.com](mailto:nfleprochelpdesk@gmail.com)  
Timings : 08:00 AM to 08:00 PM ( Monday to Saturday)

**For Digital Signature Enquiry: -**

Mobile: 011-49424302, e-mail: [twhelpdesk377@gmail.com](mailto:twhelpdesk377@gmail.com) , [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) ,  
[nfleprochelpdesk@gmail.com](mailto:nfleprochelpdesk@gmail.com) ,  
[shankar.k@antaressystems.com](mailto:shankar.k@antaressystems.com) [kamalmishra@antaressystems.com](mailto:kamalmishra@antaressystems.com)

- To participate in e-tendering of NFL & RFCL, please refer "**Bidder's Manual on the homepage**" on website: <https://tenderwizard.com/NFL> for system requirement, browser configuration, procedures etc.
- All the bidders participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. NFL & RFCL shall not be responsible for any mistake made by the bidder at the time of bid process. In case any bidder submits an invalid bid due to any reason including typing mistake/human error, such invalid bid will be disqualified/rejected and such bidder shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.
- It is mandatory for the bidders to use the digital certificate in all their bidding process. For submitting bid through e-tendering, bidder will have to use a Class II/III Digital Signature Certificate issued by any CCA of India as per IT Act 2000. Guidelines as indicated in <https://tenderwizard.com/NFL> may be compiled in this regard. The said digital certificate should bear the name of the company/ bidder who is willing to participate in the tender.
- It is the entire responsibility of the bidders to protect their own login id and password and keep their digital certificate in safe custody so that it is not misused by any other person.

## **Tender Details**

The notice of the issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening and subsequent clarification/amendment in schedule etc. shall be published on e-tendering portal i.e. <https://tenderwizard.com/NFL>, <https://eprocure.gov.in>, <http://www.nationalfertilizers.com> & <http://www.rfcl.co.in/>.

**Note:** After expiry of date & time for a particular activity as mentioned in "Schedule of tender", that particular activity cannot be done unless the schedule for the same is extended /amended. Similarly, no activity can be done before start date & time specified for that particular activity unless the schedule for the same is postponed/amended.

The activity defined for bidder are "Download of tender documents", "Bid preparation and encryption", "Re-encryption of online bid" and "Uploading of bid".

## **Bidding in e-tender:**

### **Part –I**

The tenders will be opened electronically, at NFL's corporate office, Noida in the presence of representatives of bidders who wish to attend the bid opening. However, submission of bids may be done by bidders from their office or from the place of their choice

NFL & RFCL reserves the right to reject or accept any tender without giving any reason.

### **Part II:**

Price bid will be opened electronically of only those bidder(s) whose Part I techno-commercial bid is found to be technically acceptable to NFL & RFCL. Such bidder(s) will be intimated the date of opening of Part II price bid, through valid email ID provided by the bidder.

**NOTE: Bidder should not modify the filename OR file extension. It may be noted that if any corrupted/ bad/ macro enabled file is uploaded at the time of price bid, System will not be able to open/read such corrupted/ bad/ macro enabled file. Such bids will be liable for rejection.**

### **General guidelines for bid:**

- a. Once both the techno-commercial and price bid have been saved, the bidders can click on the "Submit" button to register their bid.  
**\*Note:** - The techno-commercial bid & price bid cannot be revised once the submit button has been clicked by the bidders.
- b. All entries in the tender should be entered in online techno-commercial & price formats without any ambiguity.
- c. Bidders are instructed to use 'Upload Docs' button against each clause in Part I and Part II under event number selected. Multiple documents can be uploaded. The maximum size of the single document for upload is 5 MB.

- d. All notices and correspondence to the bidder(s) shall be sent through email during the process till finalization of tender by NFL & RFCL. Hence the bidders are required to ensure that their email I.D. provided is valid and updated at the stage of registration of bidder. Bidders are also requested to ensure the validity of their DSC (Digital Signature Certificate).
- e. Please note that there is no provision to take out the list of parties who are downloading the Tender document from the website mentioned in NIT. As such, bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the bidders.

\*No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the documents from the website. Please see website <https://eprocure.gov.in> , <https://tenderwizard.com/NFL>, <http://www.nationalfertilizers.com> & <http://www.rfcl.co.in/>.

- f. E-tender cannot be accessed after the due date and time mentioned in NIT.
- g. In all cases, bidders should use their own ID and password along with digital signature at the time of submission of their bid.
- h. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- i. The e-tender link shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j. All electronic bids submitted during the e-tender process shall be legally binding on the bidders. Bid offered by the bidder and acceptance of the same by NFL & RFCL will form a binding contract between NFL & RFCL and the bidder for execution of work. Such successful bidder (system integrator) shall be called hereafter contractor.
- k. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l. NFL & RFCL reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m. No deviation in the terms and conditions of the tender document is acceptable. Submission of the bid in the e-tender by any bidder confirms his acceptance of terms & conditions of the tender.
- n. Unit of Measure (UOM) is indicated in the e-tender. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- o. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein as well as in the tender document.
- p. After submitting an online bid, the bidder cannot access the tender, once it has been submitted with the digital signature

- q. The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- r. The bid will be evaluated based on the filled-in techno- commercial and price bid formats.

### **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

NFL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However, in case the system could not be restored within the reasonable time as deemed fit by NFL, the following remedial measures shall be taken under such an eventuality:-

1.	Tender is prepared and released but bidders are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by NFL & RFCL.	The due date of opening shall be extended suitably.

The details required in annexures & forms shall also be enclosed. NFL & RFCL may reject any proposal not containing all the requirements called for in various annexures & forms. The bidder who does not qualify techno-commercial bid evaluation, their price bids shall not be opened.

Prices quoted by the bidder shall be firm during the currency of contract and shall not be subject to any variation except for variations in statutory levies i.e. rates of GST applicable, for the quoted items indicating clearly HSN code of item / SAC code in case of service and applicable category of GST (i.e. whether IGST,CGST,SGST,UGST),which shall be paid/reimbursed on the actual basis on production of bills provided the execution is within the scheduled time period as specified in the contract.

### **Instructions:**

1. The tender enquiry number must appear on all correspondence and documents. While submitting the bids, bidder shall ensure the completeness of the information/documents as detailed in the tender document.
2. Any clarifications on the procedure and tender specification both techno-commercial and price bid can be obtained from the office of Chief General Manager (IT), NFL by email at least 7 days prior to closing date of the tender.
3. All information sought by NFL & RFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of the bidder to comply with requirements of NFL & RFCL within stipulated time shall entitle NFL & RFCL to proceed with the tenders on the basis of information available with it.
4. NFL & RFCL reserves the right to accept or reject any bid in whole or in part or accept other than lowest bid without assigning any reason thereof.
5. NFL & RFCL may not consider any bid, which is incomplete or not submitted in accordance with the provisions, set forth in the bid documents as incomplete and may reject the same or waive any deficiencies in the bid.
6. The validity of the bids shall be for 180 days from the tender opening date.
7. The price bids of only such bidder will be opened who meet all the laid down techno-commercial and price bid requirements. The date and venue of price bid opening will be intimated to the bidders.

8. The bidder shall confirm in the techno-commercial bid that all the payment & other terms & conditions stipulated in the enquiry are acceptable to them.
9. The bidder shall quote their rates with reference to each item of annexure, schedule of rates and shall quote total cost of the package. In case if any deviation is found in total contract price mentioned by the bidder in the price bid, the total contract value arrived at by using the unit rates shall be considered by NFL & RFCL for the purpose of evaluation of bids. The bidder shall also confirm in the techno-commercial bid that the unit rates quoted in the price bid are inclusive of all costs and no separate cost shall be considered.

### 10. Earnest Money Deposit (EMD)

- I. Tenders must be accompanied by EMD as indicated in Volume III. EMD shall be made in favour of "National Fertilizers Limited" in the form of Cross Demand Draft payable at Delhi from any Nationalised or Scheduled Banks excluding Grameen/Co-operative banks only or transfer in NFL account as per the details are given below, "CHEQUE WOULD NOT BE ACCEPTED IN ANY CASE".

EMD can also be submitted in the form of Bank guarantee as per format given in "Volume – III" of this NIT

- a) Tender Name: **Implementation of ERP Solution at NFL & RFCL**
- b) EMD amount: **INR 50,00,000/- (Indian Rupees Fifty Lakh only)**

Beneficiary Name	NATIONAL FERTILIZERS LIMITED
Name of the Bank	STATE BANK OF INDIA
Branch address	<b>Corporate Accounts Group Branch, 4th &amp; 5<sup>th</sup> Floor, Red Fort Capital Parsvanath Towers, Gole Market New Delhi-110001</b>
RTGS/IFSC code	<b>SBIN 0017313</b>
Swift Code	<b>SBININBB824</b>
ACCOUNT NUMBER	<b>10297944831</b>

- II. EMD shall be forfeited at the sole discretion of NFL & RFCL in case bidder after having submitted the tender withdraws the same or changes the quoted prices or terms and conditions within the period of its validity or after intimation from NFL & RFCL of the acceptance of his tender wholly or partly refuses to accept the tender in full or part or changes any of the conditions of the tender.
- III. EMD of the system integrator shall be returned on submission of security deposit to NFL & RFCL.
- IV. EMD of the unsuccessful bidder shall be returned immediately after award of the contract.
- V. No interest will be paid on the EMD of either the successful or unsuccessful bidder(s).
- VI. EMD is exempted for bidder registered as Micro and Small Enterprises under 'The Micro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)'. The exemption is applicable only after submission of copies of a valid certificate issued by concerned authorities.

**11. Tender Fee: Rs. 5000.00** (INR Five Thousands Only Inclusive of applicable GST) to be deposited in the form of Demand Draft / Pay Order / Bankers Cheque in favour of "National Fertilizers Limited" payable at Delhi from any Nationalised or Scheduled Banks excluding Grameen/Co-

operative banks. **Alternatively the above amount(s) can also be transferred through digital means directly to NFL's bank account (SBI CC No. 10297944831, IFSC: SBIN0017313) along with intimation of the banks transfer reference number.**

12. Bidder should quote for all the items given in Schedule of Rates
13. Bidder shall certify that none of NFL & RFCL's ex-employee is employed with them (*In case any ex-employee of NFL & RFCL is employed furnish details separately*).
14. Bidder shall certify that none of the Employee of NFL & RFCL is related to owner/director of the firm/company (*In case of any relationship furnish details separately*).

### **LOADING CRITERIA:**

The bidders must accept the terms and conditions stipulated in the NIT, failing which the bid is likely to be rejected at the sole discretion of NFL & RFCL. However, NFL & RFCL may at its sole discretion, accept bids having deviation to NIT terms and Conditions by adopting the following loading Criteria.

**i. Offers received without EMD**

Submission of EMD as per NIT is mandatory (except MSEs as defined in NIT). Offers received without EMD shall be summarily rejected.

**ii. Payment Terms:**

"Deviation in Payment Terms:

For any agreed deviation in payment terms, the deviation in differential payment terms (if agreed with NFL & RFCL) with respect to NIT clause shall be loaded as under for interest for the period @ (SBI 1 Year MCLR + 1%):

**Interest calculation on progressive payment.**

Interest on progressive payment shall be calculated on FOB/Ex-works price for the following period:

S. No.	Payment Terms	Period of loading.
1	As per NIT clause no. 1.50 (Section II) Payment Terms	Nil
2	Against bidder's quoted payment terms in % age, higher than that payment term % age mentioned in NIT.	%age of loading shall be, for ex: $\{(Bidder's \text{ offered payment terms } \%age - \text{ Tender document payment terms } \%age) \times \text{ Total payable value under respective heads}\} = Y$ Amount to be loaded = $Y \times \text{ Interest for the period @ (SBI 1 Year MCLR + 1\%)}$

### **Make Good Of Any Losses / Damages**

It is understood by the contractor that in the event of any losses / damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses / damages are approved by NFL/RFCL, the system integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages / losses shall be apart from other claims / damages to which NFL & RFCL is entitled under the contract or in the course of law.

### **Compliance of existing laws of India**

The system integrator shall ensure that all formalities/permissions /licenses required are completed/complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement/employment of labourers.

## **Indemnity**

The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL & RFCL may sustain, suffer or incur on account of violation of patent, trademarks and any other laws etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not)) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value for respective company (NFL/RFCL).

**Note: - The current ERP consultant of NFL and RFCL or its any subsidiary shall not participate in the bidding process for "Selection of Implementation partner for ERP Implementation at NFL & RFCL".**

## **Entities Coverage**

- a) **National Fertilizers Limited**, A-11, Sector 24, Noida, Uttar Pradesh, 201301 **{A Government of India Enterprise}**
- b) **Ramagundam Fertilizers and Chemicals Limited**, 3rd & 4th Floor, Mohta Building 4, Bhikaji Cama Place, New Delhi - 110066 India **{A Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL) and Fertilizer Corporation of India Limited (FCIL)}**

## **Key Information**

### **a. Specifications for Implementation of ERP in NFL (Detailed Specifications as per NIT)**

ERP type	COTS ( Commercial off the Shelf)
Number of ERP User Licenses	1500 (Including DR Site) – 80 in First Quarter, 1420 within one month of Go-Live
Number of Enterprise Portal Users	4000
Requirement of NFL	<p><b>Processes to be Implemented with Bilingual support (Hindi &amp; English)</b></p> <p><u>Core Processes:</u></p> <ol style="list-style-type: none"> <li>1. Opportunity to collection including marketing Logistics &amp; Dealer Management</li> <li>2. Procure to Pay, Materials &amp; Inventory Management including e-tendering solutions &amp; logistics</li> <li>3. Plant Operations &amp; Maintenance</li> <li>4. Financial Accounting &amp; Management Reporting</li> <li>5. Project Management</li> <li>6. Quality Assurance</li> <li>7. Production Planning &amp; control</li> <li>8. HR &amp; payroll management including enterprise portal</li> </ol> <p><u>Portals &amp; Add-on:</u></p> <ol style="list-style-type: none"> <li>1. COTS e-Office management solution including document management system and proposals including green note sheet (Workflow for office note approvals) integrated with ERP being offered</li> <li>2. Enterprise Portal (Portal covering retired employees as well e-office solution)</li> <li>3. Vendor/supplier portal</li> <li>4. Dealer Management system</li> <li>5. Mobile Apps (For Android &amp; iOS)</li> </ol>
ERP Instance	<b>Separate for National Fertilizers Limited</b>
IT Infrastructure & Cloud Hosting	<b>Separate Private Cloud Hosting ( IAAS) Infrastructure as a service</b>
ERP License Approach	ERP Licenses to be procured in the name of NFL
Implementation Approach	Big Bang
Implementation Period	12 Months from date of work order
ERP License Annual Maintenance (AMC).	6 Years (From the date of license procurement)
ERP Application Support (ATS)	2 Years (After Implementation)
IT Infrastructure & Cloud hosting support (IaaS)	6 Years (From the date of commissioning)
SDWAN Solution	SDWAN subscription (Opex) along with end to end bandwidth solution for 6 years

## b. Specifications for Implementation of ERP in RFCL (Detailed Specifications as per NIT)

ERP Type	COTS ( Commercial Off the shelf )
Number of ERP Users	325 (Including DR Site): 40 in First Quarter, 285 within one month of Go-Live
Number of Enterprise Portal Users	500
Requirement of RFCL	<p><b>Processes to be Implemented with Bilingual support (Hindi &amp; English):</b></p> <p><u>Core Processes:</u></p> <ol style="list-style-type: none"> <li>1. Opportunity to collection including marketing Logistics &amp; Dealer Management</li> <li>2. Procure to Pay, Materials &amp; Inventory Management including e-tendering solutions &amp; logistics</li> <li>3. Plant Operations &amp; Maintenance</li> <li>4. Financial Accounting &amp; Management Reporting</li> <li>5. Project Management</li> <li>6. Quality Assurance</li> <li>7. Production Planning &amp; control</li> <li>8. HR &amp; payroll management including enterprise portal</li> </ol> <p><u>Portals &amp; Add-on:</u></p> <ol style="list-style-type: none"> <li>1. COTS e-Office management solution includes document management system and proposals including green note sheet (Workflow for office note approvals) integrated with ERP being offered</li> <li>2. Enterprise Portal (Portal covering retired employees as well e-office Solution)</li> <li>3. Vendor &amp; supplier portal</li> <li>4. Mobile Apps (For Android &amp; iOS)</li> </ol>
ERP Instance	<b>Separate for Ramagundam Fertilizers and Chemicals Limited</b>
IT Infrastructure & Cloud Hosting	<b>Separate Private Cloud Hosting (IAAS) Infrastructure as a service</b>
ERP Approach	ERP License to be procured in the name of RFCL
Implementation Approach	Big Bang
Implementation Period	9 months from date of work order
ERP License Annual Maintenance (AMC).	6 Years (From the date of license procurement)
ERP Application Support (ATS)	2 Years (After Implementation)
IT Infrastructure & Cloud hosting support (IaaS)	6 Years (From the date of commissioning)
SDWAN Solution	SDWAN subscription (Opex) along with end to end bandwidth solution for 6 years
Additional Requirements of RFCL	<ol style="list-style-type: none"> <li>1. Mail / Messaging Solution with AMC up to 6 years</li> <li>2. Anti-Virus for 6 years</li> <li>3. Procurement of any other HW with AMC up to 6 years</li> </ol>

## **Section I – Preface**

With an objective of addressing the gaps in current NFL & RFCL systems & bring improvement transparency in various business processes, NFL & RFCL intended for implementing a robust & integrated COTS ERP system for enhancement in efficiency and productivity of the people, incorporation of mobile technology & mobile based applications in various processes and improvement in decision making process at NFL & RFCL.

### **1. Introduction**

#### **A. National Fertilizers Limited :-**

NFL, a Schedule 'A' & a Mini Ratna (Category-I) Company, having its registered office at New Delhi was incorporated on 23rd August 1974. Its corporate office is at Noida (U.P). It has an authorized capital of Rs. 1000 crore and a paid up capital of Rs. 490.58 crore out of which Government of India's share is 74.71 % and 25.29 % is held by financial institutions & others. Coming under the administrative control of Ministry of Chemicals and Fertilizers, it is the second largest producer of the key fertilizer Urea in India. NFL has five gas based Ammonia-Urea plants viz Nangal & Bathinda in Punjab, Panipat in Haryana and two at Vijaipur (Madhya Pradesh).

The head office of the company is at Noida, Uttar Pradesh. NFL has following locations in India:-

<b>Corporate Office</b>	<b>Units/Plants</b>	<b>Zonal Marketing offices</b>
Noida (U.P)	Bathinda (Punjab)	Chandigarh (UT)
-	Nangal (Punjab)	Lucknow (U.P)
-	Panipat (Haryana)	Bhopal (MP)
-	Vijaipur 1(MP)	Hyderabad (Telangana)
-	Vijaipur 2(MP)	-

There are **35 area offices** along with **2250 warehouses/godowns** associated with NFL. Apart from manufacturing business, the company is also expanding its business, in a consistent & phased manner, by way of imports and trading of various agro-inputs like Non-Urea Fertilizers, certified seeds, Agrochemicals, Bentonite Sulphur, City compost through its existing PAN India dealer's network under single window concept.

Presently IT applications across the company covering various business domains like financial accounting, marketing, HR & payroll, technical, materials management etc. are in hybrid environment on Oracle platform. The legacy applications running at NFL are developed in-house on different front ends like D2K, developer 2000, developer suite & Java. These applications are not fully integrated end-to-end & are running in distributed environment.

The company currently has a total annual installed capacity of 35.68 LMT (Re-assessed capacity of 32.31 LMT) & is the 2nd largest producer of Urea in the country with a share of about 16% of total Urea production in the country.

## **B. Ramagundam Fertilizers and Chemicals Limited :-**

Ramagundam Fertilizers and Chemicals Limited (RFCL) was incorporated on 17th Feb, 2015 for setting up Gas based Urea manufacturing plant at Ramagundam with capacity of 2,200 MTPD Ammonia Unit and 3,850 MTPD Urea Plant at an estimated project cost of 5254.28 crore. RFCL is a Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL). and Fertilizer Corporation of India Limited (FCIL) with 26% equity each by NFL & EIL, while FCIL has been granted 11% equity as per the Cabinet Committee on Economic Affairs (CCEA) approval. State Government of Telangana has subscribed for equity participation of 11%. GAIL (India) Limited and Consortium of Haldor Topsoe A/S, Denmark have subscribed for equity participation of 14.3% and 11.7% respectively. Ramagundam Fertilizers and Chemicals Limited (RFCL) declared zero date of the Project on 25th September, 2015. RFCL is currently under project development stage. Commissioning of the project is anticipated by June, 2019.

The head office of the Company is at Delhi. RFCL has marked presence in following locations in India:-

<b>Corporate Office</b>	<b>Unit/Plant</b>
New Delhi	Ramagundam (Telangana)

## **Ongoing Projects**

The company is setting up a Mega Capacity Green field Gas based Ammonia Urea Complex at Ramagundam, district Peddapalli in the state of Telangana with annual production of 12.70 Lakh MT of Urea. The complex will comprise of Ammonia Plant of 2200 MTPD capacity and Urea Plant of 3850 MTPD capacity. In addition, the company is setting up Gas Based Captive Power Plant which will meet the power requirement of ammonia urea complex.

The company has already awarded Engineering, Procurement, Construction and Management Consultancy Contract to M/s Engineers India Limited. The Process Technology has been finalized and selected for Ammonia and Urea plants, which are best proven technology.

RLNG/Natural Gas will be transported to Ramagundam plant through main trunk pipeline of Mallavaram-Bhilwara- Bhopal-Vijaipur (MBBVP) Pipeline by laying out spur line of length of 29 km from the nearest take off point on the main trunk line by M/s GITL.

A strategic IT initiative envisaged by RFCL to meet its future business requirement has been the initiation of the Project ERP Implementation.

The project calls for an overall investment to reach INR 5200Cr. (approximately \$811m)

In order to meet the current challenges for sustaining competitiveness in the market, future growth potential as well as to move towards excellence in governance with less paperwork and enhanced efficiency of its people and processes, RFCL intends to implement a robust &

integrated ERP system , IT Infrastructure set-up (DC & DRC set-up, network and bandwidth services across location and security infrastructure at DC & DRC) and other identified applications such as incorporation of mobile based applications in various processes, mail messaging solution, portal, paperless office solution, IT security solution(s) etc.

## **2. An Overview of Major Units of NFL**

### **NFL Fertilizer Plants**

#### **Nangal Unit:**

NFL unit is situated in Nangal which is at a distance of 100 kms from Chandigarh – the joint capital of Punjab and Haryana. It has a township at a stone's throw from a fertilizer unit often referred to as Nangal Unit of National Fertilizers Limited.

Consequent upon the reorganization of FCI group of plants, Nangal Plant was transferred to NFL & subsequently expansion plant of Nangal Unit was commissioned with an installed capacity of 3.30 LMT. Further in order to sustain and enhance the company's growth, NFL successfully revamped Urea Plant of the Nangal Unit & Commercial Production was commissioned after revamp w.e.f. 1st Feb 2001 thus enhances the Annual installed Capacity from 3.30 LMT to 4.785 LMT . As per guidelines of GOI, in order to reduce subsidy burden & Carbon footprint, NFL revamped the Nangal Unit on LSTK basis for changeover of Feedstock from LSHS/FO to Natural Gas and commercial production on Gas was commenced during April 2013.

#### **SALIENT FEATURES OF NANGAL UNIT**

Installed Capacity: 478500 MTPA  
Capital Investment: 229.19 Crores  
Commencement of Production: November 1, 1978

#### **Process**

Ammonia: KBR SMR(Steam Methane Reforming) with Purifier Technology  
Urea: Technimont Total Recycle Process  
Raw material: Coal , LNG/ RLNG, Power, Water

#### **Panipat Unit:**

NFL unit is situated in Panipat, a district head-quarter is situated on National Highway No.1 at a distance of 90 km from Delhi. It is one of the oldest and ancient cities of India. Panipat established its name on the industrial map of country with the setting up of National Fertilizers Limited Plant, State owned Thermal Power Plant, Co-operative Sugar Mill, and Rs.4000 crores Oil Refinery of Indian Oil Corporation. With over 12000 small-scale units and 49 medium & large scale Industrial Units.

Panipat unit of NFL was commissioned on 1st Sept 1979 based on gasification technology of Feed Stock on LSHS /Fuel Oil with the annual installed capacity of 511500 MT of Urea. Subsequently as per guidelines of GOI, in order to reduce subsidy burden & Carbon footprint, NFL revamped the Panipat Unit on LSTK basis for changeover of Feedstock from LSHS/FO to Natural Gas and commercial production on Gas was commenced during Jan 2013.

## **SALIENT FEATURES OF PANIPAT UNIT**

Installed Capacity: 511500 MTPA  
Capital Investment: 338.27 Crores  
Initial Commencement of Production: September 1, 1979  
Commencement of Production on Gas after Revamp: March 28th, 2013

### **Process**

Ammonia: HTAS Steam Methane Reforming (SMR) Technology  
Urea: Mitsu Toastsu total Recycle C Improved  
Raw material: Coal , LNG/ RLNG, Power, Water  
Captive Power Plant : 2 x 15 MW

### **Bathinda Unit:**

NFL unit is situated at Bathinda district in Punjab, which is one of the oldest and ninth largest district of Punjab situated in the heart of Malwa region. Bathinda is well known for cotton and agricultural production, also boasting a rapid development in industrialization with thermal power plants Guru Nanak Dev Thermal Plant and Guru Hargobind Thermal Plant, Fertilizer Unit National Fertilizers Limited and a large oil refinery and these give boost to the city's economic growth.

Bathinda unit of NFL was commissioned on 1st Oct 1979 based on gasification technology of Feed Stock on LSHS /Fuel Oil with the annual installed capacity of 511500 MT of Urea. Subsequently as per guidelines of GOI, in order to reduce subsidy burden & Carbon footprint, NFL revamped the Bathinda Unit on LSTK basis for changeover of Feedstock from LSHS/FO to Natural Gas and commercial production on Gas was commenced during Jan 2013.

## **SALIENT FEATURES OF BATHINDA UNIT**

Installed Capacity: 511500 MTPA  
Capital Investment: 349.41 Crores  
Initial Commencement of Production: October 1, 1979  
Commencement of Production on Gas after Revamp: March 11, 2013

### **Process**

Ammonia: HTAS Steam Methane Reforming (SMR) Technology  
Urea: Mitsu Toastsu total Recycle C Improved  
Raw material: Coal , LNG/ RLNG, Power, Water  
Captive Power Plant: 2 x 15 MW

### **Vijaipur Unit (2 Units):**

Vijaipur is situated on the Agra- Mumbai highway (NH 3). The nearest Railway Station is Ruthiyai Junction. Other rail heads near to Vijaipur include Bina (150 km – East), Kota (117 kms – Northwest) and Maksi (197 kms – South). The plant site is 5 kms from the road head.

District headquarter Guna is 35 Kms from Vijaipur whereas other important places like Bhopal, Gwalior, Indore are at a distance of 185 kms, 250 kms and 280 kms respectively.

National Fertilizers Ltd, Vijaipur unit is one of the four units of M/S National Fertilizers Limited. With the commencement of commercial production of the Expansion project the gas based unit at Vijaipur now comprises of two 1520 ton per day (tpd) Ammonia streams and four 1310 tpd Urea streams and related off-site facilities. The gas is being received from the HBJ gas pipe line being operated by M/s Gas Authority of India Ltd (GAIL) another government of India undertaking. The Ammonia stream completed under the Expansion Project can also be operated with 50 % feed of Naptha in case of shortage of the gas supply. The line one plants (one stream of Ammonia and two streams of Urea) were built with a total cost of Rs 533 Crores and the cost of the Expansion Unit (one stream of Ammonia and two streams of Urea) is estimated at Rs 1067 Crores. For both streams of Ammonia plants the consultant have been M/S Haldor Topsoe of Den-Mark and M/S Projects Development India Ltd. (PDIL), and for all the four streams of Urea consultant have been PDIL and M/S Snam Progetti of Italy.

In order to further reduce energy consumption & augment capacity of the Vijaipur Plant, Company has revamped both the plants at Vijaipur as a result. The annual installed capacity of Vijaipur Units have been enhanced by 3.40 LMT (16% in case of Vijaipur -I and 23% in case of Vijaipur-II) with the total capacity of the company has been increased from 32.31 LMT to 35.68 LMT.

#### **SALIENT FEATURES OF VIJAIPUR UNIT - I**

Installed Capacity: 999900 MTPA  
Capital Investment: 516.00 Crores  
Initial Commencement of Production: November 1, 1988  
Commencement of Revamp: April 24, 2012

#### **Process**

Ammonia: Steam reforming of NG / Naptha  
Urea: Ammonia Stripping  
Raw material: NG / Naptha, Power, Water  
Captive Power Plant: 3 x 17 MW

#### **SALIENT FEATURES OF VIJAIPUR UNIT - II**

Installed Capacity: 1066230 MTPA  
Capital Investment: 1071.00 Crores  
Initial Commencement of Production: March 31, 1997  
Commencement of Revamp: July 31, 2012

#### **Process**

Ammonia: Steam reforming of NG / Naptha  
Urea: Ammonia Stripping  
Raw material: NG / Naptha, Power, Water  
Captive Power Plant: 3 x 17 MW

### 3. Current IT Landscape

This section talks about current IT landscape with the IT systems that are functional at various locations of the company. Company has already identified the functions such as Financial Accounting & Management Reporting, Material & Inventory Management, Opportunity to Collection, HR & Payroll Management, Project Management, Quality Assurance, Production and Operations, which are required as part of the COTS ERP solution. Some of these functions are currently supported through different IT applications that are listed below

#### For NFL:-

#### IT Asset Details at Corporate Office, Noida

S N	Unit /Office Name	Device Name	Primary	Secondary	Identification No. / Asset ID	Make & Model	Serial No	Device Configuration			Primary Owner Name	Date of Provision / Installation
								R A M	H D D	Processor		
1	Corporate Office	Development Server	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Corporate Office	Quality Assurance / Eval Server	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	Corporate Office	Production Server	Yes	N/A	N/A	Dell Poweredge R730	1SBNXJ2	64 GB	600 GBx 3	Intel (R) Xeon (R) E5-2667 v4	NFL Noida	Jul-18
4	Corporate Office	Database Server	Yes	Yes		Dell Poweredge R730	1SBNXJ2	64 GB	600 GBx 3	Intel (R) Xeon (R) E5-2667 v4	NFL Noida	Jul-18

5	Corporate Office	Test Server	Yes	N/A		Dell Powe redge R730	1SBNXJ2	64 GB	600 GBx 3	Intel (R) Xeon (R) E5-2667 v4	NFL Noi da	Jul-18
6	Corporate Office	DNS Server	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	Corporate Office	Antivirus Server	Yes	No		Acer 200M	UDVCCSI09C3122828	3 GB	320 GB	Dual Core	NFL Noi da	
		Web server (NFL website)	Yes	No								
		Bio Metric Attendance Server	Yes	No		Dell Powe redge R530						
8	Corporate Office	ESS Server	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	Corporate Office	Backup Server	Yes	No		Dell Powe redge R530	1S7MXJ2	32 GB	600 GBx 3	Intel (R) Xeon (R) E5-2603 v4	NFL Noi da	
10	Corporate Office	Firewall	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	Corporate Office	UTM	Yes	Yes		Cyberoam CR2500iN G-XP	ENE4VP				NFL Noi da	25.07 .2017
12	Corporate Office	Link Load Balancer	Yes	Yes		Radware Alteacon 5208-XL	4E+07	16 GB	500 GB		NFL Noi da	25.07 .2018

13	Corporate Office	Router	Yes	No		CISCO / HUAWEI					NFL Noida	
14	Corporate Office	Switches	Yes	No		HUAWEI					NFL Noida	
15	Corporate Office	VPN Bandwidth	8Mbps	8Mbps							NFL Noida	
16	Corporate Office	Internet Bandwidth	20Mbps	20Mbps							NFL Noida	

**List of applications for data migration:**

**Nangal Unit**

Sl. No.	Name of the Application	OS/Database with version	Front End Application	Middle Tier Application	Business Purpose of the application	Located at	Estimated volume of data to be migrated in ERP (Approximate size)
1	Centralized Dispatch Management System (CDMS)	Sun Solaris/Oracle 10g	Oracle Developer Suite 10g	Application Server 10g	MARKETING	NANGAL	7GB
2	Balance Sheet & Profit/Loss System	RedHat Linux/Oracle 10g	Java	Apache Tomcat	FINANCIAL	NANGAL	1 GB
3	Financial Accounting System	Sun Solaris/Oracle 10g	Oracle Developer 6.0	LINUX-UBUNTU(used for shared storage)	FINANCIAL	NANGAL	1.5 GB
4	Material Management System	RedHat Linux/Oracle 10g	Oracle Developer 6.0	LINUX-UBUNTU(used for shared storage)	MATERIAL	NANGAL	5.5 GB

5	Timeoffice System	Sun Solaris/Oracle 10g	Oracle Developer Suite 10g	Application Server 10g	HR	NANGAL	900 MB
6	Payroll, Income Tax, Medical, Electricity, Estate & TA Module	Sun Solaris/Oracle 10g	Oracle Developer Suite 10g	Application Server 10g	HR	NANGAL	2 GB
7	Production Performance Package	Sun Solaris/Oracle 10g	Oracle Developer Suite 10g	Application Server 10g	TECHNICAL	NANGAL	30MB
8	On-line visitor/contractor/employee pass	Sun Solaris/Oracle 10g	Oracle Developer 6.0	LINUX-UBUNTU(used for shared storage)	HR	NANGAL	200 MB
9	Lab Analysis System	Sun Solaris/Oracle 10g	Oracle Developer 6.0	LINUX-UBUNTU(used for shared storage)	TECHNICAL	NANGAL	
10	On-line hardware complaint system	Sun Solaris/Oracle 10g	Oracle Developer 6.0	LINUX-UBUNTU(used for shared storage)	IT	NANGAL	
11	NDT Module	Sun Solaris/Oracle 10g	Oracle Developer Suite 10g	Application Server 10g	TECHNICAL	NANGAL	
12	On-line Query System	Sun Solaris/Oracle 10g	Java+Oracle Developer Suite 10g	Web Server (WINDOWS)	HR	NANGAL	50 MB

## Bathinda Unit

Sl. No.	Name of the Application	OS/Databas e with version	Front End Applicati on	Middle Tier Applicati on	Business Purpose of the applicatio n	Locate d at	Estimated volume of data to be migrated in ERP (Approximate size)
1	Dispatch Managemen t System	solaris10/Ora cle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on windows PC	Urea Despatch	Bathinda	180 MB
2	Financial Accounting System	solaris10/Ora cle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on Linux PC	Financial Accounting Systems	Bathinda	160 MB
3	Inventory Managemen t System	solaris10/Ora cle 10g	Mixture of Java / JSP and Oracle 6i Forms & Reports	Server as Apache Tomcat and Oracle Version 6i installed on Linux PC	Inventory Managemen t System	Bathinda	380 MB
4	Inventory	solaris10/Ora cle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on Linux PC	Inventory Processing	Bathinda	240 MB

5	Salary	solaris10/Oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on windows PC	Salary Processing	Bathinda	95 MB
6	Time Office	solaris10/Oracle 10g	Oracle 6i Forms and Reports & .NET	.NET Server along with Oracle Version 6i	Time Office Processing	Bathinda	100 MB
7	Medical Bill	solaris10/Oracle 10g	Oracle 6i Forms and Reports & Data Correction in PHP	Server as Oracle Version 6i installed on Linux PC	Entry for Medical Bill	Bathinda	53 MB
8	HR	solaris10/Oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on Linux PC	Human Resource for maintaining Employees Information	Bathinda	50 MB
9	Hospital	solaris10/Oracle 10g	.NET	.NET Server along with Oracle Version 6i	For giving prescription to Patients	Bathinda	37 MB
10	PF	solaris10/Oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on Linux PC	PF Processing	Bathinda	60 MB

11	Income Tax	solaris10/Oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on Linux PC	Income & Earning Statements	Bathinda	30 MB
12	Website	solaris10/Oracle 10g	.NET	.NET Server		Bathinda	25 MB
13	Estate Bills Punching	solaris10/Oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on Linux PC	Part of Financial Accounting System	Bathinda	10 MB
14	ETDS	solaris10/Oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on Linux PC	Part of Financial Accounting System for filing TDS	Bathinda	25 MB

### Vijaipur Unit

Sl. No.	Name of the Application	OS/Database with version	Front End Application	Middle Tier Application	Business Purpose of the application	Located at	Estimated volume of data to be migrated in ERP (Approximate size)
1	Financial Accounting System	Redhat Linux/Windows 2003 Oracle DB	Oracle IDS Development Suite (Forms & Reports)	Oracle Application Server	Financial Accounting Systems	Vijaipur	319 MB
2	Payroll System	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	Payroll System	Vijaipur	216 MB
3	Loan management system	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	Loan management system	Vijaipur	30 MB

4	PF & EPF Control system	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	PF & EPF Control system	Vijaipur	52 MB
5	Medical Billing System	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	Medical Billing System	Vijaipur	50 MB
6	Employee Tax and ETDS System	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	Employee Tax and ETDS System	Vijaipur	80 MB
7	Library Management system	solaris10/Oracle 10g	DOT NET	IIS Application server	Library Management system	Vijaipur	3 MB
8	Daily Production Report and Do letter Generation	solaris10/Oracle 10g	DOT NET	IIS Application server	Daily Production Report and Do letter Generation	Vijaipur	1.08 GB
9	Time office management system	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	Time office management system	Vijaipur	220 MB
10	Dispatch Management System	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	Dispatch Management System	Vijaipur	85 MB
11	Inventory Management System	solaris10/Oracle 10g	JSP/SERVLETE	Tomcat apache server	Inventory Management System	Vijaipur	3 GB
12	Maintenance management system	solaris10/Oracle 10g	ASP	IIS Application server	Maintenance management system	Vijaipur	15 MB
13	Human Resource System	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	Human Resource System	Vijaipur	20 MB
14	Tour bill settlement	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	Tour bill settlement	Vijaipur	30 MB
15	Gatepass System	solaris10/Oracle 10g	VISUAL BASIC 6 ,ORACLE	Oracle Application Server	Gatepass System	Vijaipur	4.03 GB
16	Road freight calculation system	solaris10/Oracle 10g	DOT NET	IIS Application server	Road freight calculation system	Vijaipur	2 MB

17	Hospital Management system	solaris10/Oracle 10g	DOT NET	IIS Application server	Hospital Management system	Vijaipur	50 MB
18	MR section reporting System	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	MR section reporting System	Vijaipur	20 MB
19	NDT /LAB Reporting system	solaris10/Oracle 10g	DOT NET	IIS Application server	NDT /LAB Reporting system	Vijaipur	41 MB
20	Consumable item management system	solaris10/Oracle 10g	D2K(Forms & Reports)	Oracle Application Server	Consumable item management system	Vijaipur	2 MB

### **Panipat Unit**

Sl. No.	Name of the Application	OS/Database with version	Front End Application	Middle Tier Application	Business Purpose of the application	Located at	Estimated volume of data to be migrated in ERP (Approximate size)
1	Dispatch Management System	Solaris v 10 with oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on windows PC	Urea / Bentonite Sulphur / Ammonia / Fly Ash / Liq.Nitrogen Despatch	Panipat	315 MB
2	Financial Accounting Systems	Solaris v 10 with oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on Windows PC	Financial Accounting Systems	Panipat	120 MB

3	Financial Management System	Solaris v 10 with oracle 10g	JSP and Servlet , JavaScript , XML,XSLT & CSS Style sheets	Server as Apache Tomcat installed on Windows PC	Advice Generation,Form-C,Bank Gaurantee,GS TR-2 Data Verification and generation of various reports related to Finance	Panipat	
4	Inventory Management System	Solaris v 10 with oracle 10g	JSP and Servlet , JavaScript , XML,XSLT & CSS Style sheets	Server as Apache Tomcat installed on windows PC	Inventory Management System including Inventory Processing	Panipat	560 MB
5	Payroll Management System	Solaris v 10 with oracle 10g	Mixture of Java / JSP with struts 2 framewor k and Oracle 6i Forms & Reports	Server as Apache Tomcat and Oracle Version 6i installed on Windows PC	Online Payroll Processing with the help of web Module provided to end user of Finance Dept	Panipat	130 MB
6	Time Office	Solaris v 10 with oracle 10g	JSP and Servlet , JavaScript , XML, CSS Style sheets in Struts 2 framewor k	Server as Apache Tomcat installed on Windows System	Attendance and Leave Management System & Time Office Processing	Panipat	80 MB
7	Computer Complain Management System	Solaris v 10 with oracle 10g	JSP and Servlet , JavaScript , XML, CSS Style sheets in Struts 1 framewor k	Server as Apache Tomcat installed on Windows PC	Online Computer Complain Management System for effective maintenance of PC and management of IT assets	Panipat	80 MB

8	Medical Bill	Solaris v 10 with oracle 10g	JSP and Servlet , JavaScript , XML, CSS Style sheets in Struts 1 framework	Server as Apache Tomcat installed on Windows PC	Entry for Medical Bill	Panipat	65 MB
9	PMS (Personnel Management System)	Solaris v 10 with oracle 10g	JSP and Servlet , JavaScript , XML,XSLT & CSS Style sheets	Server as Apache Tomcat installed on Windows PC	Human Resource for maintaining Employees Information	Panipat	50 MB
10	Hospital Management system	Solaris v 10 with oracle 10g	JSP and Servlet	Server as Apache Tomcat installed on Windows PC	Generation of OPD Slip and Various report related to Hospital	Panipat	80 MB
11	PF	Solaris v 10 with oracle 10g	JSP and Servlet , JavaScript , XML, CSS Style sheets in Struts 2 framework	Server as Apache Tomcat installed on Windows PC	PF Processing	Panipat	70 MB
12	Income Tax	Solaris v 10 with oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on Windows PC	Income & Earning Statements and generation of Form16	Panipat	70 MB
13	Website	Solaris v 10 with oracle 10g	JSP and Servlet	Server as Apache Tomcat installed on Windows PC	Local Intranet Site	Panipat	120 MB

14	Daily Report	Solaris v 10 with oracle 10g	Oracle 6i Forms and Reports	Server as Oracle Version 6i installed on windows PC	Generation of Daily Production Report	Panipat	104 MB
15	Gatepass Generation System	Solaris v 10 with oracle 10g	JSP and Servlet	Server as Apache Tomcat installed on Windows PC	Generation of Visitor Pass and various reports related to gate entry	Panipat	70 MB

### **Corporate Office, Noida**

Sl. No.	Name of the Application	OS/Database with version	Front End Application	Middle Tier Application	Business Purpose of the application	Located at	Estimated volume of data to be migrated in ERP (Approximate size)
1	Marketing Management Information System (MMIS)	Oracle 12c	Oracle Developer 12C	Weblogic	Marketing	C.O. Noida	7GB
2	Financial Accounting System	Oracle 12c	Oracle Developer 12C	Weblogic	Finance	C.O. Noida	1GB
3	Time Office System	Oracle 12c	Oracle Developer 12C	Weblogic	Finance	C.O. Noida	1GB
4	Payroll, Income Tax, Medical & TA Module	Oracle 12c	Oracle Developer 12C	Weblogic	Finance	C.O. Noida	2GB
5	On-line visitor/contractor/employee pass	Oracle 12c	Oracle Developer 12C	Weblogic	HR	C.O. Noida	900MB
6	On-line hardware complaint system	Oracle 12c	Oracle Developer 12C	Weblogic	IT	C.O. Noida	30MB
7	Intranet Portal	Oracle 12c	JSP	Tomcat Webserver	HR	C.O. Noida	20MB

8	PF Module	Oracle 12c	Oracle Developer 12C	Weblogic	Finance	C.O. Noida	0.5GB
9	Daily Performance Module	Oracle 12c	Oracle Developer 12C	Weblogic	MS	C.O. Noida	900MB
10	Employees Self Services (ESS) Module	Oracle 12c	JSP	Tomcat Webserver	HR	C.O. Noida	2GB
11	Vigilance clearance system	Oracle 12c	JSP	Tomcat Webserver	HR	C.O. Noida	3.5GB
12	Human resource Management System	Oracle 12c	JSP	Tomcat Webserver	HR	C.O. Noida	10MB
13	Online APAR Module	Oracle 12c	JSP	Tomcat Webserver	HR	C.O. Noida	5GB
14	Online Bidding System for Commercial Papers	Oracle 12c	JSP	Tomcat Webserver	Finance	C.O. Noida	2GB
15	GST Module	Oracle 12c	Oracle Developer 12C	Weblogic	Finance	C.O. Noida	2GB
16	Bometric Attendance System	Inbuilt	Webbased	Inbuilt	HR	C.O. Noida	900MB
17	Unutilized Asset System	Oracle 12c	JSP	Tomcat Webserver	HR	C.O. Noida	10MB

## List of applications:

### List of application of Nangal Unit

S.No.	Applications running in NFL Nangal	Database Server	Application Server	Front End software
1	Centralized Dispatch Management System (CDMS)	Oracle 10g	Application Server 10g	Oracle Developer Suite 10g
2	Balance Sheet & Profit/Loss System	Oracle 10g	Apache Tomcat	Java
3	Financial Accounting System	Oracle 10g	Oracle 6i	Oracle Developer 6.0
4	Material Management System	Oracle 10g	Oracle 6i	Oracle Developer 6.0
5	Time Office System	Oracle 10g	Application Server 10g	Oracle Developer Suite 10g
6	Payroll, Income Tax, Medical & TA Module	Oracle 10g	Application Server 10g	Oracle Developer Suite 10g
7	On-line visitor/contractor/employee pass	Oracle 10g	Oracle 6i	Oracle Developer 6.0
8	Lab Analysis System	Oracle 10g	Oracle 6i	Oracle Developer 6.0
9	On-line hardware complaint system	Oracle 10g	Oracle 6i	Oracle Developer 6.0
10	NDT Module	Oracle 10g	Application Server 10g	Oracle Developer Suite 10g
11	Intranet Portal	Oracle 10g	Tomcat	Java
12	PF Module	Oracle 10g	Oracle 6i	Oracle Developer 6.0
13	Daily Performance Module	Oracle 10g	Application Server 10g	Oracle Developer Suite 10g

### List of application of Bathinda Unit

S.No.	Applications running in NFL Bathinda	Database Server	Application Server	Front End software
1	Financial Accounting/ Cost Sheet Compilation System	Oracle 10g	<b>Application Server</b>	Oracle/D2K
2	Sales Section (DMS/FMS/RO Module)	Oracle 10g	<b>Application Server</b>	Oracle/D2K

3	Store Accounting/Inventory Management Systems - PSL Generation	Oracle 10g	Application Server	Oracle/D2K
4	Time Office/Leave Management System	Oracle 10g	Application Server	Oracle/D2K
5	Establishment/Payroll/Wage Revision/Income Taz etc.	Oracle 10g	Application Server	Oracle/D2K
6	Coal & Invoice System	Oracle 10g	Application Server	Oracle/D2K
7	Online Inventory Management System-Up to SRV/ SIV Generation	Oracle 10g	Tomcat	Oracle/Java/jsp
8	Local Website- Maintenance & Updation	Oracle 10g		Oracle/D2K
9	Dispatch Mangement System (DMS)	Oracle 10g	Application Server	Oracle/D2K
10	Personnel Bio Data related jobs and reports	Oracle 10g	Application Server	Oracle/D2K
11	Hospital mangement System	Oracle 10g	Application Server	Oracle/D2K
12	Estate Bills Module for F&A	Oracle 10g	Application Server	Oracle/D2K
13	Gate Pass Management System	Oracle 10g	Application Server	Oracle/D2K
14	Time office, PF/EPS	Oracle 10g	Application Server	Oracle/D2K
15	Medical Bills NFL & CISF Employees	Oracle 10g	Application Server	Oracle/D2K
16	Loans as per Indian Accounting System	Oracle 10g		Oracle/D2K
17	Traffic - Railway Receipt related jobs	Oracle 10g		Oracle/D2K
18	ETDS Return Forms (24Q.26Q/27EQ)	Oracle 10g	Application Server	Oracle/D2K

### List of application of Panipat Unit

S.No.	Applications running in NFL Bathinda	Database Server	Application Server	Front End software
1	<b>Inventory Management System (IMS)</b>	Oracle 10g (Sun Solaris OS).	Tomcat	JSP and Servlet , JavaScript, XML,XSLT & CSS Style sheets, JDK version 1.4
a	Item Maintenance (Add,Modify,Delete Items)			

b	Vendor Maintenance (Data of vendor for procurement)			
c	Indenting (Material Purchase requisition)			
d	Notice Inviting Tender (NIT)			
e	Purchase order Processing			
f	Material Management (Material Receipt, Material Inspection and Final Receipt at store)			
g	Material Issue			
h	Material return			
i	Price Store Ledger			
j	SRV Valuation and Inventory Processing			
<b>2</b>	<b>Timeoffice &amp; Attendance Management System</b>	Oracle 10g (Sun Solaris OS).	Tomcat	JSP and Servlet , JavaScript, XML, CSS Style sheets, JDK version 1.7, Struts 2 framework
a	Centralized Time-Attendance Management of Multiple Locations			
b	Time-Attendance System for Real-time Monitoring			
c	User-wise Attendance Marking and Processing			
d	Manage Multiple Shifts and Overnight Shift Effectively			
e	Instant Notifications on Exceptions			
f	Schedule Various Reports related to Leave, CO, Attendance, EL Encashment etc for Convenience			
g	Generate Customized Reports for Next Action			
<b>3</b>	<b>Payroll System</b>	Oracle 10g (Sun Solaris OS).	Tomcat	JSP and Servlet , JavaScript, XML, CSS Style sheets, JDK version 1.6, Struts 1 framework
a	TA-Payment			
b	Salary-Advance			
c	EL Encashment			
d	Electricity Processing			

e	PF settlement & processing			
f	Process Monthly Slaary and generation of Various reports required by payroll section of F&A			
4	<b>Dispatch Management System (DMS)</b>	Oracle 10g (Sun Solaris OS).	Application Server	Oracle Forms and Reports in 6i
5	<b>Financial Accounting System (FAS)</b>	Oracle 10g (Sun Solaris OS).	Application Server	Oracle Forms and Reports in 6i
6	<b>Personnel Record Management System</b>	Oracle 10g (Sun Solaris OS).	Tomcat 6.0.20	JSP and Servlet , JavaScript, XML, CSS Style sheets, JDK version 1.6, Struts 1 framework
a	Employee Details			
b	Experience details			
c	Dependent details			
d	Nomination details			
e	Seniority Order			
f	ESRS Details			
g	ACR Detail			
h	Briefcase details			
i	Quarter Updation			
j	Medical Policies			
k	BP & Glucometer Device Allocation			
l	Service Sheet			
m	Seniority List			
n	Category Wise List			
o	Dept Wise List			
p	Minority List			
q	List of Manpower Classified under age, gender, sterilization, Statewise etc.			
r	Retirement and Transfer Employee list			
s	Dependent List, Group Wise List, Nominations List, ACR List			

t	Medical Policy Details , Salary Slip details, Pension details and various reports as per requirements of Personnel dept.			
7	Computer Complaint Management System	Oracle 10g (Sun Solaris OS).	Tomcat	JSP and Servlet , JavaScript, XML, CSS Style sheets, JDK version 1.6, Struts 1 framework
8	Gate-Pass System	Oracle 10g (Sun Solaris OS).	Tomcat	JSP and Servlet , JavaScript, XML, CSS Style sheets, JDK version 1.7
9	Hospital Management System	Oracle 10g (Sun Solaris OS).	Tomcat	JSP and Servlet , JavaScript, XML, CSS Style sheets, JDK version 1.7

#### **List of application of Vijaipur Unit**

S.No	Applications running in NFL Vijaipur	Database Server	Application Server	Front End software
1	Intranet Portal	Oracle 10g	Internet Information Server	HTML/JSP/ASP/.NET
2	Dispatch Management System (DMS)	Oracle 10g	Oracle 6i	Oracle Developer 2000
3	Inventory Management System(IMS)	Oracle 10g	Apache Tomcat	Java
4	Financial Accounting System	Oracle 10g	Oracle 6i	Oracle Developer 6.0
5	Maintenance Management System	Oracle 10g	Internet Information Server	HTML/JSP/.NET
6	Time Office System	Oracle 10g	Oracle 6i	Oracle Developer 2000
7	Payroll, Income Tax, Medical & TA Module	Oracle 10g	Oracle 6i	Oracle Developer 2000
8	On-line visitor/contractor/employee pass	Oracle 10g	Visual Studio	Visual Basic
9	Daily Report Program	Oracle 10g	Internet Information Server	ASP/.NET

10	Hospital Management System	Oracle 10g	Internet Information Server	ASP/.NET
11	Grievance Report for HR Dept	Oracle 10g	Internet Information Server	HTML/JSP/.NET
12	Lab Analysis System	Oracle 10g	Internet Information Server	HTML/JSP/.NET
13	PF/Loan Module	Oracle 10g	Oracle 6i	Oracle Developer 2000
14	NDT Analysis System	Oracle 10g	Internet Information Server	HTML/JSP/.NET
15	Personal Information System	Oracle 10g	Oracle 6i	Oracle Developer 2000

### **List of application of C.O Noida**

S.No.	Applications running in C.O. Noida	Database Server	Application Server	Front End software
1	Marketing Management Information System (MMIS)	Oracle 12c	Weblogic	Oracle Developer 12C
2	Financial Accounting System	Oracle 12c	Weblogic	Oracle Developer 12C
3	Time Office System	Oracle 12c	Weblogic	Oracle Developer 12C
4	Payroll, Income Tax, Medical & TA Module	Oracle 12c	Weblogic	Oracle Developer 12C
5	On-line visitor/contractor/employee pass	Oracle 12c	Weblogic	Oracle Developer 12C
6	On-line hardware complaint system	Oracle 12c	Weblogic	Oracle Developer 12C
7	Intranet Portal	Oracle 12c	Tomcat Webserver	JSP
8	PF Module	Oracle 12c	Weblogic	Oracle Developer 12C
9	Daily Performance Module	Oracle 12c	Weblogic	Oracle Developer 12C
10	Employees Self Services (ESS) Module	Oracle 12c	Tomcat Webserver	JSP
11	Vigilance clearance system	Oracle 12c	Tomcat Webserver	JSP
12	Human resource Management System	Oracle 12c	Tomcat Webserver	JSP

13	Online APAR Module	Oracle 12c	Tomcat Webserver	JSP
14	Online Bidding System for Commercial Papers	Oracle 12c	Tomcat Webserver	JSP
15	GST Module	Oracle 12c	Weblogic	Oracle Developer 12C
16	Bometric Attendance System	Inbuilt	Inbuilt	Webbased
17	Unutilized Asset System	Oracle 12c	Tomcat Webserver	JSP

### **For RFCL:-**

Sl. No.	Name of the Application	OS/Database with version	Front End Application	Middle Tier Application	Business Purpose of the application	Located at	Estimated volume of data to be migrated in ERP (Approximate size)
1	Payroll & financial accounting	Windows 2012 R2/Oracle 9i	D2K	Application Server 6i	Financial	Delhi	1 GB
2	Inventory Data	MS Excel	MS Excel	MS Excel	MS Excel	Delhi	500 MB

### **Network Connectivity**

#### **Wide Area Network (WAN) Connectivity:**

a. NFL Corporate office at Noida is connected to all units of NFL (Plants & Regional Offices). These units are:

- Nangal Unit, Naya Nangal, Punjab
- Panipat Unit, Gohana Road, Panipat, Haryana
- Bathinda Unit, Sibian Road, Punjab
- Vijaypur Unit-1, Distt. Guna, Madhya Pradesh
- Vijaypur Unit-2, Distt. Guna, Madhya Pradesh

Other zonal offices like Chandigarh, Bhopal & Lucknow are connected over VPN and a new zonal office has been opened at Hyderabad.

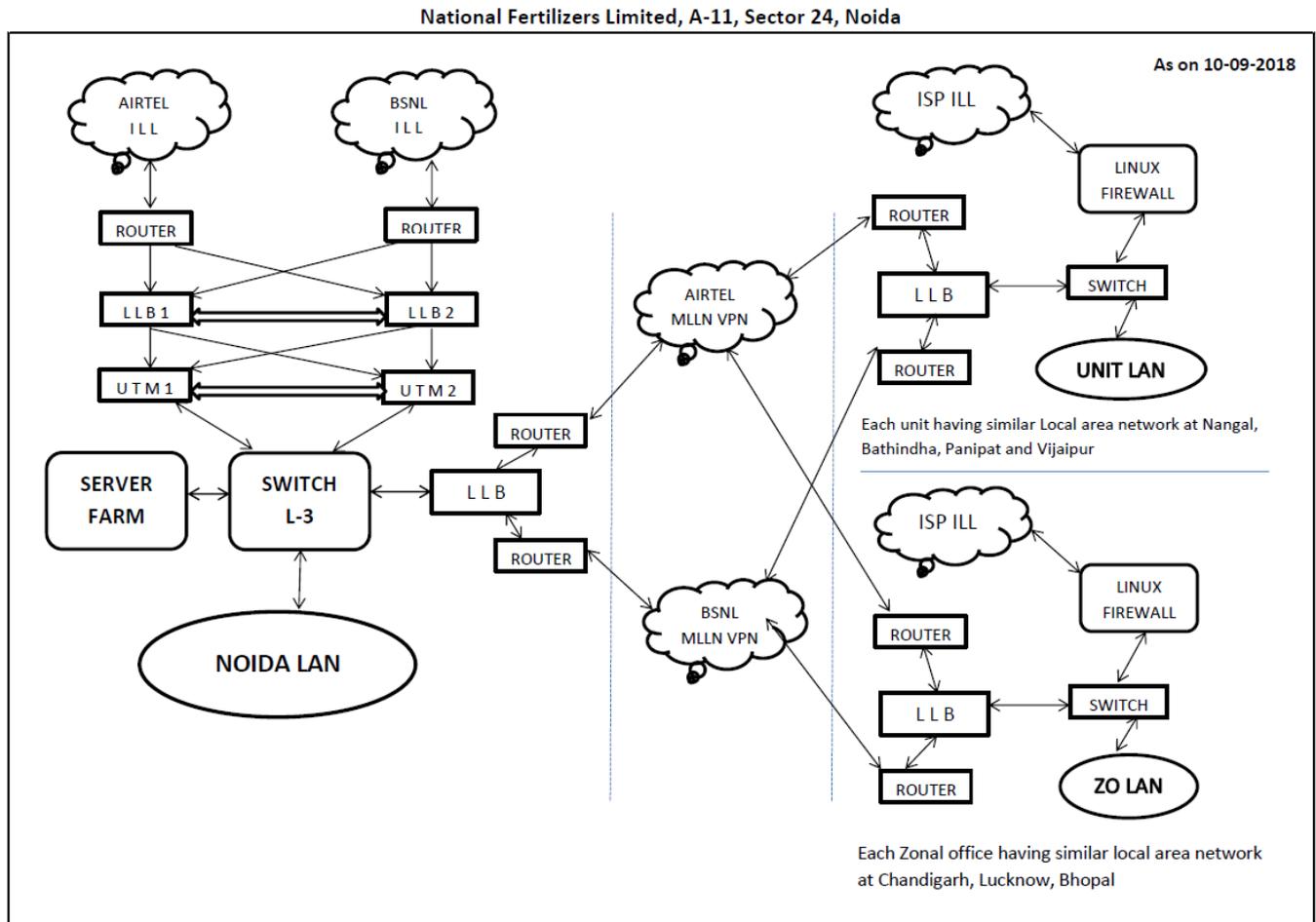
S. No.	Location	Service Provider	VPN (Primary)	VPN (Secondary)	Internet (Primary)	Internet (Secondary)
1	NFL corporate Office, Noida	BSNL / Airtel	8 Mbps VPN Gold (1:1)	8 Mbps MPLS	20 Mbps	20 Mbps
2	Bathinda Unit	BSNL / Airtel	2 Mbps VPN Gold (1:1)	2 Mbps MPLS	8 Mbps	-
3	Nangal Unit	BSNL / Airtel	2 Mbps VPN Gold (1:1)	2 Mbps MPLS	10 Mbps	-
4	Panipat Unit	BSNL / Airtel	2 Mbps VPN Gold (1:1)	2 Mbps MPLS	8 Mbps	-
5	Vijaipur Unit	BSNL / Airtel	2 Mbps VPN Gold (1:1)	2 Mbps MPLS	4 Mbps	-
6	Chandigarh ZO	BSNL / Airtel	1 Mbps VPN Gold (1:1)	1 Mbps MPLS	30 Mbps	-
7	Lucknow ZO	BSNL / Airtel	1 Mbps VPN Gold (1:1)	1 Mbps MPLS	10 Mbps	-
8	Bhopal ZO	BSNL / Airtel	1 Mbps VPN Gold (1:1)	1 Mbps MPLS	Up to 40 Mbps	-
9	Hyderabad ZO	-	-	-	-	-

**b. RFCL corporate office is at Delhi and having single unit:**

- Ramagundam Unit, Telangana

S. No.	Location	Service Provider	VPN (Primary)	VPN (Secondary)	Internet (Primary)	Internet (Secondary)
1	RFCL Corporate Office, Delhi	Airtel	-	-	20 Mbps	-
2	Ramagundam Unit	Airtel/Zytel	-	-	25 Mbps	-

## WAN Connectivity Diagram



WAN Connectivity Diagram (NFL, Noida)

### 4. Vision of NFL

"To be a leading Indian company in fertilizers and beyond, with commitment to all stakeholders."

### 5. Consultant's Roles & Responsibilities

Company has appointed Deloitte Touche Tohmatsu India LLP herein referred to as 'Deloitte/Consultant' as the project management consultant for the ERP implementation project. Deloitte shall play the role of project management office and also be responsible for formulating a quality assurance program for the project to facilitate the smooth implementation of ERP. Deloitte will work with the quality review team of the system integrator for assessing all the deliverables forming part of the implementation process including but not limited to the implementation plan, Blue Print documents, Milestone reviews, Data Migration readiness assessment, Testing, Go-live review etc.

### **Roles & Responsibilities:**

- a. Provide project management consultancy through the various stages of the project implementation.
- b. Assist NFL & RFCL information of core teams, cross-functional teams and other committees as required for successful implementation, by providing guidelines for team formation and defining their tasks/targets/authority.
- c. Co-ordinate with the system integrator to facilitate interactions with process owners and relevant stakeholders to have the system integrator collect and record necessary information relating to the business processes at NFL& RFCL.
- d. Assistance in the technical evaluation of bids and recommendation for selection of the system integrator.
- e. Assistance in contract signing with the system integrator.
- f. Vetting the hardware and network specifications prepared by the system integrator for DC, DR, networking and other infrastructural requirements.
- g. Review of project plan submitted by the system integrator.
- h. Review the Change Management Strategy report submitted by the system integrator.
- i. Review the Solution Design document prepared by the system integrator.
- j. Provide supervision & monitoring during implementation including certification of work carried out by the system integrator with respect to quality and quantity, based on finalized strategy & methodology.

### **6. Objective of the Bid**

Company is inviting the bids from the bidders for the implementation of proposed COTS ERP solution at NFL & RFCL. The scope would include development along with the customization and interfaces (as required), comprehensive testing, installation, commissioning, data migration & validation, training, post Go-Live stabilization support and two year Annual Maintenance Contract (AMC) for COTS ERP application and six years support for cloud infrastructure. Bidder shall also highlight their methodology to implement best COTS ERP practices including as suggested by the COTS ERP Product Vendor (OEM) and all the other activities mentioned under "Scope of Work".

By virtue of submitting a bid, bidders are acknowledging the following:

- This NIT is a request for selecting the system integrator with the proposed/offered COTS ERP Solution for NFL & RFCL's project "Implementation of ERP Solution at NFL & RFCL";
- Offered ERP product is a Commercial off the Shelf product (COTS), which means the software that is ready made available to the general public/clients and tailored to meet the specific requirements of a particular functionality/ applications and can be used with little or no modifications. However, minor customization/development to the core process can be done to meet NFL's & RFCL's specific requirements beyond the standard features available in the COTS process.
- The COTS ERP product should offer all the core functions like opportunity to collection including marketing Logistics & Dealer Management, Procure to Pay, Materials & Inventory Management including e-tendering solutions & logistics, Plant Operations & Maintenance, Financial Accounting & Management Reporting, Project Management, Quality Assurance,

Production Planning & control, Human Capital Management including Payroll as natively integrated products and not part of the multiple or entirely custom developed product.

- Proposal shall be complete in all respects and shall be free from any ambiguity.
- NIT and the responses shall automatically become part of the Contract.
- Company has the right to seek references from the industry/ user community independently.
- The terms & conditions mentioned in this NIT will prevail and are presumed to be accepted upon receipt of an offer.

The intent of the tender specification & requirements is to ensure furnishing of required details to enable the bidder to submit their best offer for Implementation of COTS ERP solution at NFL & RFCL within the stipulated time frame, as per scope of work and other details described in subsequent clauses of this tender.

## **7. Objective of ERP Implementation at NFL & RFCL**

The key objectives envisaged by an integrated COTS ERP solution are:

- a) COTS ERP based **Integrated Software Solution** Implementation in NFL & RFCL.
- b) **Real-Time Information Availability –COTS ERP** system shall provide the stakeholders with real time information regarding receipts, stock availability, outstanding customer/vendor wise balances etc.
- c) **Faster and real-time availability** of seamless information with minimal manual interventions, across all functions, based on user rights and authorizations.
- d) **Single Source of Information** – NFL & RFCL shall facilitate capturing of the data at the source of origin and eliminate data redundancy & duplication of efforts through ERP system.
- e) **Stakeholder Convenience** –COTS ERP system shall enhance the convenience of all stakeholders, especially employees & pensioners, by providing better facilities and online data/ information sharing. The facilities included would be employee self-service, online payment of **various** taxes/ fees, etc.
- f) **Standardization of Business Processes** through IT application, in line with the leading available practices/procedures in the use and standardization of information-capture and report templates across all functions and customization as per the requirements of business need.
- g) **Minimal Reconciliations** - COTS ERP system shall facilitate automatic reconciliation of receipt and expenditure balances maintained at respective departments. It shall also facilitate automated reconciliation with banks etc.
- h) Availability of **MIS & dashboards** for quick & better decision making across organization's hierarchy
- i) **Financial Discipline** - COTS ERP system shall facilitate effective financial discipline in terms of more accurate budget preparation and effective expenditure control, better cash flow management, etc.
- j) Establishment of **automated and integrated single platform** for different business processes of organization.
- k) Cloud based **state of the art IaaS hosting** to facilitate smooth transition of COTS ERP and uninterrupted business operations thereafter.

- l) **Speed and Certainty in Service Delivery** –COTS ERP system shall facilitate speedy and transparent delivery of services such as faster payment of invoices/ claims of vendors/ employees, speedy refund, computerized acknowledgement etc.



Objectives of "ERP Implementation"

### **8. Implementation Approach & Strategy**

Company intends to implement a separate COTS ERP instance for each of the organization (NFL & RFCL). The system integrator shall standardize and harmonize the business processes based on standard and global best practices to achieve process standardization across NFL & RFCL.

The bidder shall consider using proven methodologies for the implementation of COTS ERP Solution. The methodology must consist of at least the following phases covering the COTS ERP implementation cycle from inception to stabilization of the solution –

- Project Planning
- Solution Design
- Build & Testing
- Preparation/ Harmonization

- Go-Live and Support

As important as it is to choose a right COTS ERP product, it is equally important to have a right implementation strategy to facilitate the overall success of an ERP implementation. COTS ERP implementation strategy that need be considered are:

- **Big Bang** - COTS ERP implementation happens as one single event (at all locations with all processes) on a scheduled date/Go-Live date. All the COTS ERP processes would be live and running from this scheduled date for the entire organization, cutting across various business functions.

## **Section II - Instructions to Bidders (ITB)**

### **1.1 Scope of Bid**

In support of the NIT published, NFL & RFCL, as indicated in this section, issues this Bidding Document for the design, supply, installation, configuration/development, testing, operation & maintenance of COTS ERP solution for NFL & RFCL along with required licenses thereto as specified in the Section III: Scope of Work through e-tendering process.

### **1.2 Eligible bidders**

The bidding process is open to the System Integrator (SI) of COTS ERP Solution along with the capability of Implementation of IaaS hosting on Cloud model (IaaS) either individually or in consortium. The bidder shall be responsible for design, supply and implement COTS ERP Solution along with required IaaS hosting required for COTS ERP application and provide post implementation operation & maintenance (O&M) Services for COTS ERP solution & IaaS hosting as described in Section III: Scope of Work (SOW), while meeting the defined mandatory Qualifying Requirements given in clause No.1.4 of this section.

### **1.3 Pre-Bid Meeting**

- a) The bidder's authorized representatives are invited to attend the pre-bid meeting at their own cost which would take place at the venue and time as stipulated above in clause 'schedule of tender'.
- b) The purpose of the meeting would be to clarify queries on any matter related to the NIT and the project.
- c) The bidders are requested to submit any query against this tender through e-mail at [smvashisht@nfl.co.in](mailto:smvashisht@nfl.co.in) / [vpkason@nfl.co.in](mailto:vpkason@nfl.co.in) / [skchauhan@nfl.co.in](mailto:skchauhan@nfl.co.in) at least 7 days prior to closing date of the tender. Any queries received after the indicated date and time will not be entertained.
- d) The bidders shall submit their queries in the specified format as mentioned in this NIT (Volume - III / Form - 7).
- e) Only authorized representatives (maximum two persons) of the bidders will be allowed to participate in the pre-bid meeting.
- f) Not attending the pre-bid meeting will not be a cause for disqualification.

### **1.4 Pre-Qualification Requirement**

The following criteria needs to be met by the bidder (SI/OEM/IaaS provider) to merit any further review of their response to NFL & RFCL. Failure to provide related documentary proof for the following would lead to rejection of the bid.

### 1.4.1 COTS ERP OEM Parameters

S.No.	Mandatory Qualification Description	Supporting Documents Required
1.	Proposed COTS ERP Product vendor (OEM) should be registered under the Companies Act in India and should be in operations for at least 7 years ending last day of the previous month, in which NIT has been issued.	Certificate of registration and certificate of Incorporation duly self-attested by the authorized signatory of the bidder must be provided.  + Self-declaration of last 7 years operations in India as per annexure in Volume III - Form 12.
2.	Average annual financial turnover of proposed COTS ERP OEM in India during last 3 years ending 31 <sup>st</sup> March 2018 should not be less than INR 1000 Cr.	Copies of last 3 years audited annual financial reports ending 31-03-2018  Or Financial statement of last 3 years ending 31-03-2018 certified by a practicing Chartered Accountant.
3.	Proposed COTS ERP product should have been implemented in at least 10 organizations each with minimum 500 licensed users in India during last seven years ending last day of the previous month, in which NIT has been issued.	The bidder shall submit documentary evidence <ul style="list-style-type: none"> <li>Completion certificates (Go Live) from the client</li> </ul>

S.No.	Mandatory Qualification Description	Supporting Documents Required
4.	<p>At least one implementation of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li>• Financial Accounting &amp; Management Reporting</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal</li> <li>• Project Management</li> <li>• Quality Assurance</li> <li>• Production and Operations</li> </ul> <p>with minimum 500 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p> <p style="text-align: center;"><b>Or</b></p> <p>Two implementations of proposed COTS ERP in fertilizer industry in India should be live with at least 4 processes out of the 8-core areas i.e.</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li>• Financial Accounting &amp; Management Reporting</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal</li> <li>• Project Management</li> <li>• Quality Assurance</li> <li>• Production and Operations</li> </ul> <p>with minimum 300 licensed users during last seven years ending last day of the previous month in which NIT has been issued.</p>	<p>Documentary evidences from the Customer for each completed implementation. The implementation documentary evidences should provide clear information on the scope of work undertaken by the bidder, functions/processes implemented, number of licenses &amp; date of implementation</p>

S.No.	Mandatory Qualification Description	Supporting Documents Required
5.	OEMs for the proposed COTS ERP solution whose products have been offered in the bid shall have local Technical Assistance Centre (TAC) based in India for offering post-sale support. Proposed COTS ERP OEMs should have their own/local office in India manned with their own product support professionals. Documentary proof for the same should be provided by the proposed COTS ERP OEMs and submitted by the bidder. NFL & RFCL may decide to visit the TAC support centers during the evaluation of the bids.	The proposed COTS ERP OEM should submit documentary evidence through self-attested certificate covering Address and contact details of TAC Centers along with number of professional shall be submitted along with the bid.
6.	Proposed COTS ERP OEM should not have been Debarred and / or blacklisted by any organizations of Govt. of India / State Govt. / PSUs at time of submission of bid.	Self-Declaration/Certification by the authorized signatory of the bidder
7.	Proposed COTS ERP OEM product should have support availability for at least next 7 years in India ending last day of the previous month, in which NIT has been issued.	Self-certified documented roadmap of COTS ERP OEM product
8.	Proposed COTS ERP OEM should have at least 5 CMMI level 5 authorized implementation partners in India.	Supporting documents with period of validity

### 1.4.2 System Integrator Parameters

S.No.	Mandatory Qualification Description	Supporting Documents Required
1.	The bidder should be a registered firm or a company in India and should be in existence for last 7 Years ending last day of the previous month, in which NIT has been issued.	Certificate of registration and Certificate of Incorporation duly self-attested by the authorized signatory of the bidder must be provided.  + Self-declaration of last 7 years operations in India.
2.	The bidder should have valid PF Code, PAN, ESI registration no (if applicable), Permanent GST Registration Certificate and must be operating in India since last 7 years ending last day of the previous month, in which NIT has been issued.	All the supporting documentary evidences for the mentioned criteria, self-attested by the authorized signatory of the bidder, must be provided, wherever applicable.
3.	The bidder must meet all the criteria stated below: a. Average annual turnover of at least INR 1000 Crores in last 3 financial years. The turnover should be from business operations and services performed in India. b. Average annual turnover of at least INR 150 Crores from IT and ERP related business in the last 3 financial years in India.	Audited financial statements for the last three financial years i.e. FY 2015-16, FY 2016-17, FY2017-18  In case the financial statement does not show IT and ERP related business turnover, the breakdown of turnover should be provided for each year through a statement certified by a practicing Chartered Accountant.

S.No.	Mandatory Qualification Description	Supporting Documents Required
4.	<p>The bidder should have successfully completed same or similar (proposed COTS ERP implementation including IT infrastructure) works with current or earlier version of proposed COTS ERP product in India during last 7 years ending last day of the previous month, in which NIT has been issued., should be either of the following:</p> <p>a) One similar* completed work of not less than 1450 user licenses</p> <p style="text-align: center;"><b>OR</b></p> <p>b) Two similar* completed works of not less than 900 user Licenses each.</p> <p style="text-align: center;"><b>OR</b></p> <p>c) Three similar* completed works of not less than 550 user Licenses each.</p>	<p>The party shall submit documentary evidence</p> <ul style="list-style-type: none"> <li>• Work Order + Completion Certificates from the client;</li> </ul>
5.	The bidder must have valid CMMI level 5 certification	Relevant and valid CMMI certificate(s), self-attested by the authorized signatory of the bidder.
6.	The bidder should not have been Debarred and / or blacklisted by any organizations of Govt. of India / State Govt. / PSUs at time of submission of bid.	Self-Declaration/Certification by the authorized signatory of the bidder
7.	Proposed COTS ERP OEM should certify that they comply with the functional requirement specifications (FRS) mentioned in this NIT (Volume II).	Self-declaration approved by proposed COTS ERP OEM

S.No.	Mandatory Qualification Description	Supporting Documents Required
8.	<p>Bidder should be either proposed COTS ERP OEM or its Authorized Service Provider (ASP) with at least 5 implementations of the proposed COTS ERP product with minimum 500 licensed users in each implementation in India during last 7 years ending last day of the previous month, in which NIT has been issued.</p>	<p>MAF (Manufacturer Authorization Form) to be submitted by bidder.</p> <p>+</p> <p>Undertaking from proposed COTS ERP OEM for completion with 500 users</p> <p>+</p> <p>The party shall submit documentary evidence</p> <ul style="list-style-type: none"> <li>• Work Order + Completion Certificates from the client;</li> </ul>

S.No.	Mandatory Qualification Description	Supporting Documents Required
<b>1.4.2 (A) ERP Implementation Experience</b>		
1.	<p>At least one implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li>• Financial Accounting &amp; Management Reporting</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal</li> <li>• Project Management</li> <li>• Quality Assurance</li> <li>• Production and Operations</li> </ul> <p>with minimum 500 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p> <p><b>OR</b></p> <p>Two implementation of proposed COTS ERP in Fertilizer/Petro-chemical/continuous process industry in India should be live with at least 4 processes out of the 8 core areas i.e.</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li>• Financial Accounting &amp; Management Reporting</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal</li> <li>• Project Management</li> <li>• Quality Assurance</li> <li>• Production and Operations</li> </ul> <p>With minimum 300 licensed users in last 7 years ending last day of the previous month, in which NIT has been issued.</p>	<p>All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder such as:</p> <ul style="list-style-type: none"> <li>• Work Order + Completion Certificates from the client;</li> </ul>

S.No.	Mandatory Qualification Description	Supporting Documents Required
2.	<p>The bidder should have implemented at least one project of proposed COTS ERP in public sector/govt. of India/state Govt. in last 7 years ending last day of the previous month, in which NIT has been issued in India where at least 4 out of 8 core areas are implemented –</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li>• Financial Accounting &amp; Management Reporting</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal</li> <li>• Project Management</li> <li>• Quality Assurance</li> <li>• Production and Operations</li> </ul> <p>in which implementation of Procure to pay cycle, Financial Accounting &amp; Management Reporting are mandatory.</p>	<p>All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder such as:</p> <ul style="list-style-type: none"> <li>• Work Order + Completion Certificates from the client;</li> </ul>

S.No.	Mandatory Qualification Description	Supporting Documents Required
3.	<p>Bidder should have the implementation experience of proposed COTS ERP in India of all the 8 processes either in individual project or in combination of multiple projects, covering each process in at least 3 implementations in last 7 years ending last day of the previous month, in which NIT has been issued. Processes in scope are:</p> <ul style="list-style-type: none"> <li>• Procure to Pay, Material &amp; Inventory Management including Taxation, e-tendering</li> <li>• Financial Accounting &amp; Management Reporting</li> <li>• Opportunity to Collection including marketing and dealer management</li> <li>• Plant Operations &amp; Maintenance</li> <li>• HR &amp; Payroll Management including enterprise portal</li> <li>• Project Management</li> <li>• Quality Assurance</li> <li>• Production and Operations</li> </ul>	All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder
<b>1.4.2 (B) General Parameters</b>		
1.	The bidder should have at least 7 customers base of proposed COTS ERP in India with user licenses of at least 500 users in last 7 years ending last day of the previous month, in which NIT has been issued. Out of these 7 at least 2 implementations are to be in the organizations of Govt. of India / State Govt. / PSUs.	Self-certificate from the bidder and proposed COTS OEM declaration.
2.	The bidder should have experience of similar* kind of proposed COTS ERP IT Infrastructure as a Service (IaaS) project covering commissioning followed by operation & maintenance for a multi-location project during the last 3 years ending last day of the previous month, in which NIT has been issued.	Valid order copy / completion certificate from client.
<b>1.4.2 (C) Human Capital Strength</b>		

S.No.	Mandatory Qualification Description	Supporting Documents Required
1.	The bidder must have at least 100 full time IT/ERP professionals (covering all the processes/ areas of proposed COTS ERP as per scope) on its payroll in India.	Self-certificate signed by HR Head/Company Secretary (providing name and designation) and the bidder's authorized signatory
2.	The bidder should have at least one own/ authorized training centers /Center of Excellence for Fertilizer/Petro-chemical/continuous process industry in India, operational for last 3 years ending last day of the previous month, in which NIT has been issued.	Self-certificate signed by HR Head (providing name and designation) and the bidder's authorized signatory

### 1.4.3 Cloud Service Provider (IaaS provider) Parameters

S.No.	Mandatory Qualification Description	Supporting Documents Required
1.	CSP should have average annual turnover of minimum Rs. 200 Cr. for last 3 years ending 31-03-2018, from Data center and Cloud services in India.	Audited Financial Statements along with certificate from statutory auditor certifying the turnover from services for Data Center and Cloud Service Provider during last 3 financial years.
2.	CSP should be a registered firm or a company in India and the proposed Data Centers (DC & DR) should have jurisdiction in India  CSP should be MEITY empaneled and offer all services from India only as per guidelines of MEITY.	Certificate of registration and Certificate of Incorporation to be enclosed.  + Copy of valid STQC/MEITY empanelment certificate and undertaking for jurisdiction by CSP
3.	Neither the current organization nor the holding company should have been Debarred and / or blacklisted by any organizations of Govt. of India / State Govt. / PSUs at time of submission of bid.	Self-Declaration/Certification by the authorized signatory of the bidder
4.	Proposed DC and DR should be in two different seismic zones, which should be at least 500 km apart from each other in India.	Declaration by CSP and bidder
5.	DC and DR should be Tier III or above for better availability of cloud services and certified under: a) TIA 942/ Uptime Institute Certification b) IS1893:1984 for seismic protection	Copy of Certificate from approved certifying body duly valid on the date of submission
6.	Cloud Service Provider should have all relevant certificates (like Database management Services, Hosting Services, Cloud Services etc.) for proposed COTS ERP Software	Copy of COTS ERP OEM certificate

S.No.	Mandatory Qualification Description	Supporting Documents Required
7	The CSP must have on its payroll at least 100 technically qualified professionals (BE/B.Tech./MCA) in the ICT domains i.e. Cyber security, networking, system software, systems integration, storage, cloud solution etc. who have prior experience in providing the Data Center Infrastructure and maintenance services in India ending last day of the previous month, in which NIT has been issued.	Certificate from bidder's HR Head for the number of Technically Qualified professionals employed by the company. Certificate should capture the following details of the employees in a tabular format:  1. Employee Name 2. Qualification 3. Total Experience
8	CSP must have DC Certifications for proposed DC and DR: i) ISO/IEC 27017:2015 ii) ISO/IEC 27018:2014 iii) ISO 27001-2013	Valid certification to be submitted
9	CSP should have its own NOC Setup in India to Monitor/ Manage the DC-DR IT and WAN setup	Self-Declaration, giving location details of the NOC
10	CSP should have experience of managing Cloud Data centre services of at least 3 Govt. of India/ PSU/ State Govt. in India in last 5 years ending last day of the previous month, in which NIT has been issued.	Self-Declaration with details of services being offered with relevant documents
11	Proposed DC and DR should be SOC-II certified.	Certification from respective governing body

**Note:**

1. The term Similar work (\*) refer to same type of implementation (COTS, ERP Licenses procured on the name of the company and BIG BANG Approach having at least two different units/plants) covering processes as per the scope defined in this NIT.
2. Date of implementation → Go-live date + Stabilization period
3. All supporting documents/self-certificates must be signed, sealed and dated by the authorized signatory, unless specified otherwise.
4. Credentials of a parent company of bidders/OEM/CSP would not be considered.
5. One implementation for multiple subsidiaries would be considered as single implementation.
6. Technical upgrades & roll out projects shall not be considered as implementation.

7. Internal Implementations including implementation in subsidiary companies of bidder will not be considered as required qualifying credentials.

The bidder should have the credentials to meet all of the above mandatory criteria to become eligible bidder. In case any of the conditions listed above is not met, the bidder will be disqualified . Only proposals which meet all of the above pre-qualification requirement would be considered further for techno commercial stage.

### **1.5 Corrupt and Fraudulent Practices**

NFL & RFCL require that bidders, contractors and suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, NFL & RFCL:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NFL & RFCL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive of the benefits of free and open competition;
- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of NFL & RFCL.

### **1.6 Canvassing of Bids**

Tenders shall be deemed to be under consideration after opening of tender/bid and until such time official announcement of order is made. During this period, the bidders, their authorized representatives, or other interested parties are advised strongly in their own interest, to refrain from contacting by any means any of NFL & RFCL personnel or representative on matters relating to this tender. The company, if necessary, will obtain clarification about technical or commercial terms by requesting for such information from any or all of the bidders in writing.

### **1.7 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bids including post bid discussions and the Purchaser will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

## **1.8 Documents constituting the e-bid**

The e-bid prepared by the bidder shall comprise the following components:

### **Techno-commercial bid – Techno-commercial electronic bid shall comprise of:**

- I. Tender Fee Details – Scanned copy of RTGS with transaction ID certified by the same bank or copy of demand draft must be enclosed along with the techno-commercial proposal of e-bid.
- II. EMD Details – Scanned copy of RTGS with transaction ID certified by the same bank or copy of demand draft or copy of bank guarantee towards EMD must be enclosed along with the techno-commercial proposal of e-bid.
- III. Eligibility Details - Includes copies of required documents in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and the bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the pre-qualification and fulfill all the conditions of the contract.
- IV. Technical Documents - Include copies of required documents in PDF format along with required information as outlined in Technical Evaluation Parameters in this NIT and fulfills all the technical conditions of the contract.
- V. The documentary evidence of bidder's qualification to perform the contract if its e-bid is accepted shall be as per qualification requirements specified in e-bid document.
- VI. All the documents submitted by the bidder shall be signed by authorized signatory and shall also put company's/authorized signatory's seal.

### **Price Bid – The Price Electronic Bid shall include following:**

Price Quote: in the prescribed BoQ (xls/xlsx file) available for download on "<https://tenderwizard.com/NFL>"

## **1.9 Errors & Omissions**

Each bidder should notify NFL & RFCL for any error, omission, or discrepancy found in this NIT document within 7 days from the issuance of date of the tender.

## **1.10 Arbitrary Submission by the bidder**

After commencement of bid opening process any correspondence by bidder in arbitrary manner which may affect the sanctity of tendering will not be accepted and may lead to rejection of bid of such bidder.

## **1.11 Extension of bid Opening Date**

Purchaser on its own discretion may extend the timeline of bid opening date; hence bidders are advised to regularly visit websites as mentioned in clause 'Mode of Tendering'.

### 1.12 **Valid Gate Passes**

The bidder shall make timely request to NFL & RFCL authorities for issue of valid gate passes for their personnel for attending meetings etc. related to this tender at NFL & RFCL premises.

### 1.13 **Address of NFL & RFCL**

NFL & RFCL Corporate Office	
National Fertilizers Limited Corporate Office A-11, Sector-24, Noida- 201301 (UP) FAX No: 0120-2412397	Ramagundam Fertilizers & Chemicals Ltd. 4, Mohta Building, 4TH Floor, Bhikaji Cama Place, New Delhi 110066

### 1.14 **Detailed Notice of Request for Proposal and Key Dates**

The prospective bidders can view the detailed Notice of Request for Proposal / Notice Inviting Tender (NIT) and the time schedule (key dates) for the instant NIT on the E-Procurement Portal <https://tenderwizard.com/NFL>, <https://eprocure.gov.in>, <http://www.nationalfertilizers.com> & <http://www.rfcl.co.in/>.

The bidders are strictly advised to follow dates and times as indicated in the Notice of NIT. The dates and times shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the times of the respective stage as defined in the online Notice of NIT.

## 1.15 Content of Bidding Documents

The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:

### **Volume -I**

- Section I - Preface
- Section II - Instructions to Bidders (ITB)
- Section III - Scope of Work (SOW)
- Section IV - General Conditions of Contract (GCC)
- Section V - Special Conditions of Contract (SCC)

### **Volume – II**

- Section I- Functional Requirement Specifications for NFL
- Section II- Functional Requirement Specifications for RFCL

### **Volume – III**

#### **Appendix, Forms and Annexures:**

- Appendix A – Reporting Requirement
- FORM # 1 Profile of the Bidder
- FORM # 2 Details of Projects Implemented
- FORM # 3 Details of the Personnel to Be Deployed
- FORM # 4 CV of the Team Members
- FORM # 5 Deviations /Exclusions Schedule
- FORM # 6 Bid Submission Form
- FORM # 7 Pre-Bid Queries Submission
- FORM # 8 Techno-Commercial Bid Proposal Submission
- FORM # 9 Declaration
- FORM # 10 Power of Attorney
- FORM # 11 OEM Authorization and Support Form
- FORM # 12 Well Established Presence in India
- FORM # 13 DSC Authorization Letter
- FORM # 14 Bid Security Form - Bank Guarantee Bid Security Deposit/EMD (For NFL)
- FORM # 15 Proforma for Security Deposit-Cum-Performance Bank Guarantee (For NFL)
- FORM # 16 Performance Bank Guarantee (for RFCL)
- FORM # 17 Integrity Pact (for NFL)
- FORM # 18 Integrity Pact (for RFCL)
- FORM # 19 Price Bid Schedule
- ANNEXURE I – Proforma of Letter of Undertaking (For NFL)
- ANNEXURE II – Proforma of Letter of Undertaking (For RFCL)
- ANNEXURE III – Proforma for Indemnity Bond (NFL)
- ANNEXURE IV– Proforma for Indemnity Bond (For RFCL)
- ANNEXURE V - Proforma for Contract Agreement (for NFL)
- ANNEXURE VI - Proforma for Contract Agreement (for RFCL)
- ANNEXURE VII - Proforma for Extension of Bank Guarantee (for NFL)
- ANNEXURE VIII - Proforma for Extension of Bank Guarantee (for RFCL)

The bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of its bid.

#### **1.16 Clarification on Bidding Documents**

- i. A prospective bidder requiring any clarification to the bidding documents may notify NFL & RFCL through e-mail at [smvashisht@nfl.co.in](mailto:smvashisht@nfl.co.in) / [vpkason@nfl.co.in](mailto:vpkason@nfl.co.in) / [skchauhan@nfl.co.in](mailto:skchauhan@nfl.co.in). NFL & RFCL will respond to any request for clarification or modification of the bidding documents that it receives no later than date as specified by NFL & RFCL in ITB. NFL & RFCL will post the clarifications on e-tender website and bidders can view these clarifications once they are posted on e-tender website. Bidders shall be notified through e-mail regarding posting of clarification on e-tender website. Bidders are also advised to regularly check on e-tender website regarding posting of clarification, if any
- ii. The bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain all relevant information (including current IT infrastructure) on its own that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities as per scope of work in NIT. The costs of visiting the site shall be borne by the bidder fully.
- iii. The bidder and any of its personnel or agents will be granted permission by NFL/RFCL to enter upon its premises and land for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify NFL/RFCL and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

#### **1.17 Amendment of Bidding Documents by Purchaser**

- i. At any time prior to the deadline for submission of bids, NFL & RFCL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding documents.
- ii. Amendments (if any) will be posted on portals for viewing by the bidders. The amendments will be binding on bidders and it will be assumed that the information contained therein will have been taken into account by the bidder in its bid. Bidders are also advised to regularly check portals regarding posting of amendment, if any.
- iii. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, NFL & RFCL may, at its discretion, extend the deadline for the submission of bids.

#### **1.18 Confidentiality of bid documents**

This NIT and any other documents released, information provided, discussions, etc., as part of the

selection process, are strictly confidential and should not be divulged to anyone who is not directly involved in preparation of the response. Additionally, all information within this proposal or gained during the NIT or other processes will be kept confidential by the bidder. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the company.

The bidder/contractor, contractors and the personnel of either of them shall not, either during the term or beyond, disclose any proprietary or confidential information relating to the project, the works/ services, of this contract or NFL & RFCL's / NFL & RFCL JV's business or operations without the prior written consent of NFL & RFCL .

### **1.19 Language of Bid**

The bid prepared by the bidder and all correspondence and documents related to the bid exchanged between the bidder and NFL & RFCL shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern

### **1.20 Local Conditions**

- i. It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under this Tender/NIT Document and specifications. NFL & RFCL shall not entertain any request for clarifications from the bidders, regarding such local conditions.
- ii. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under this Tender/NIT document and specifications will be entertained by NFL & RFCL. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by NFL & RFCL, which are based on the lack of such clear information or its effect on the cost of the services/ works to the bidders.

### **1.21 Documents Accompanying the Bid**

- i. The bid and accompanying documents shall be signed and stamped on each page by the person duly authorized to bind the bidder to the contract.
- ii. Documentary evidence for each pre-qualification criterion should be provided
- iii. The bid shall contain no erasures, overwriting or interlineations.
- iv. All Documentary evidence in support of claims must clearly be marked as to against which criteria the document is submitted.
- v. The bid shall be in two parts.

Part 1: Techno-Commercial Bid

Part 2: Price Bid

- vi. A covering letter indicating the submission of the bid as per Form (Form 6, Volume III) should be signed by an authorized person holding the power of attorney of the bidder company.
- vii. Bidders should submit a certificate as per the pro forma given in Form at the time of submission of bids confirming that the stipulation of clauses mentioned in this NIT are acceptable to them and they have not taken any deviation to these clauses.
- viii. All the relevant forms of Volume III should be duly filled and submitted.
- ix. Unpriced copy of the price bid confirming with the word "QUOTED" against each item of price sheet is to be submitted by the bidder(s) along with Technical Bid.

### **1.22 Scope of Proposal**

- i. The scope of the proposal shall be on the basis of a single bidder's responsibility (in this case primary bidder i.e. ERP OEM /SI of COTS ERP), completely covering all the products, solution and services specified under the accompanying NIT documents.
- ii. Bids not covering the entire scope of works may be treated as incomplete and hence will be rejected.
- iii. Since proposal is the key to the evaluation and selection, the bidders have to ensure that the bid is prepared in line with instructions and the NIT. The bid/ proposal quality will be a reflection of the bidders' capabilities and interest in the project.

### **1.23 Information required with the proposal**

- i. The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item (Hardware & Software) of equipment proposed to be furnished and commissioned. The bid should also contain drawings and descriptive materials indicating general dimensions, equipment proposed to be deployed, and method of installation.
- ii. The above information shall be provided by the bidder in the form of separate sheets, drawings, enclosed etc.
- iii. Oral statements made by the bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered
- iv. The bidder shall clearly specify the list of sub-vendors from whom the bought out items are being supplied. Such details shall be accompanied by their list of previous supplies made, performance reports, etc.

- v. Standard catalogue pages and other documents of the bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- vi. The Bidder, along with his Proposal, shall submit a list of recommended erection/installation equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the contract.
- vii. In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the techno-commercial deviation schedule.

## **1.24 Techno-Commercial Bid**

- **Documents constituting**

- A forwarding letter on company letterhead of the bidder indicating the submission of the bid signed by an authorized person holding the power of attorney.
- Tender Fee Details – Scanned copy of RTGS with transaction ID certified by the same bank or copy of demand draft must be enclosed along with the techno-commercial proposal of e-bid.
- Bill of Material (BoM) (if any) should include tentative hardware, software, networking requirements for the project needed for bidder's proposed solution. This should include details of quantity and configuration of all line items.
- Summary of profile of key personnel.
- CVs of the personnel planned to be deployed for this project as per Form - 4 in Volume III. (Format for Submitting Profiles of key resources).
- Details of past projects implemented by the bidder as per Form - 2 in Volume III (Details of Past Projects Implemented by bidder).
- EMD Details – Scanned copy of RTGS with transaction ID certified by the same bank or copy of demand draft or copy of bank guarantee towards EMD must be enclosed along with the techno-commercial proposal of e-bid.
- Eligibility Details - Includes copies of required documents in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and the bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the pre-qualification and fulfil all the conditions of the contract.
- Self-Declaration by the bidder.
- Manufacturer's authorization form(s) from all third party software / hardware (if any) / COTS products (as per format form no. 11 given in Volume III)

- Undertaking on Exit Management and transition.
- Signing of Integrity Pact (as per the format form no. 17 and 18 provided in Volume III).
- COTS ERP Solution Compliance Sheet.
- Project Approach & Methodology.
- High-level description of the proposed system.
- Project Implementation Plan.
- Training Schedule – including resources required for conducting the training.
- Operations and Maintenance Plan.
- Technical Documents - Include copies of required documents in PDF format along with required information as outlined in technical evaluation parameters in this NIT and fulfils all the technical conditions of the contract.
- Bid Form (Techno-Commercial Bid) duly completed and signed by the bidder together with all attachments.
- Data Requirement Sheets, duly filled in and signed by the bidder and any other submission, in line with technical specification.
- Copy of any amendments/addenda/corrigenda/errata/clarification to the bidding documents issued by NFL & RFCL, duly signed on each page.
- Any other relevant form(s) and document(s) in compliance to the NIT requirements.
- Unpriced copy of the price bid confirming with the word " QUOTED" against each item of price sheet is to be submitted by the bidder(s) along with Technical Bid.

**Note: The above-mentioned contents should be provided for COTS ERP solution Implementation, IaaS hosting and other components as per relevance.**

Bidders must positively complete online e-tendering procedure as indicated in Tender Details section of this NIT at the designated websites.

- **Preparation**

For preparing the techno-commercial proposal, the bidders are advised to thoroughly examine this NIT in detail. Material deficiencies in providing the information requested may result in rejection of the proposal/e-bid.

While preparing the techno-commercial proposal, the bidder must give particular attention to the following:

- Understanding of scope of work
- Features of the proposed system
- Architecture envisaged for the solution including information security measures

- Approach and methodology for implementation and roll-out
- Project plan
- Training plan
- Number and suitability of personnel planned to be deployed for this project. It is desirable that these personnel be permanent employees of the firm or has an extended and stable working relation with it.
- Maintenance and Support.

The techno-commercial proposal shall not include any financial information. Bid which encloses price bid information/ part of price bid in the techno-commercial bid shall be rejected outright by NFL & RFCL as being non-responsive.

- **Submission**

Bidders must positively complete online e-tendering procedure at the website indicated in notice of NIT.

They shall have to submit the following documents online in the website:-

- Their complete techno-commercial offer containing detailed description of work, material, specifications and all commercial terms & conditions. This document should not contain any price part.
- Techno-commercial information in the form of questionnaire and schedule of Annexure (downloaded from website and filled as per instructions). Submission of duly filled questionnaire and schedule of Annexure is mandatory. Terms & conditions filled in questionnaire shall be treated final. Requisite documents as per Notice of NIT i.e. Credential/PQR related to financial status/ past experience of work, supply items and as per questionnaire should only be uploaded.
- The bidder shall furnish, as part of its techno-commercial e-bid, documents establishing the bidder's qualification to perform the contract if its e-bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

Note:-

1. All the documents submitted by the bidder shall be signed by authorized signatory and shall also put company's authorized signatory's seal.
2. The documentary evidence of bidder's qualification to perform the contract if its e-bid is accepted shall be as per qualification requirements specified in e-bid document.

## 1.25 Price Bid Proposal

- Price bid shall include the following document:

Sr. No.	Document Type	Document Format
1.	Price Quote	In the prescribed BoQ (xls/xlsx file) provided at e-tender portal

- Bidders shall give a break-up of the prices in the manner and detail as asked for in Price bid form, failing which NFL & RFCL may reject the bid.
- The bidder as part of its price bid should account for all out of pocket and other expenses including all permits, approvals, travel cost and licenses etc. that may be required for completion of all items as mentioned in the scope of work of this NIT document.
- The price bid proposal should clearly identify as separate amounts, GST to be incurred under the applicable law. The final quoted prices shall be inclusive of all the taxes.
- The price bid proposal will be evaluated on actual tax corresponding to prevalent rates for HSN/SAC codes as submitted by bidder on date of bid submission.
- The prices/rates quoted by the bidder shall remain firm (fixed) during the entire contract period and shall not be subject to any variation on any account except in case of GST. A bid submitted with a variable price quotation will be treated as non-responsive and hence shall be liable to be rejected.

## 1.26 Price Bid

The price bid is to be submitted online through e-tendering mode only in Main Screen of Bid Invitation and shall comprise of following components:

### **A) Item Data**

The bidder shall fill applicable line item in Table A, B, C and D in the base price section and GST percentage in GST rate in %age section. The total bid price can be viewed through "Summary of Price Schedule" table.

### **B) Attribute in General Data**

The attributes, if mentioned in General Data, requiring any confirmation/information are to be ticked/filled up suitably.

### **C) Documents to be uploaded in Main Screen of Bid Submission**

The bid form (price bid form), duly completed together with the following attachments and price schedules shall be uploaded in general data through 'Attachment' link provided in "Unpriced Bid" tab:

(Bidders may note that bid form (price bid) together with its attachment and price schedule should not be uploaded in techno-commercial folder)

The price bid submitted by the bidder shall comprise of the following documents:

- Bid form (price bid form) duly completed in all respects by the bidder together with all price schedules identified in ITB.

**D)** The price bid submitted by the bidder should be without any deviations and strictly in conformity with the provisions of all bidding documents and amendments/ addenda/ corrigenda/ errata/ clarification issued by NFL & RFCL to the bidding documents prior to opening of Price Bid.

**A conditional Price Bid shall be liable for rejection.**

**E)** Price bid should not contain any matter in respect of technical and / or commercial aspects other than the details specifically sought by NFL & RFCL.

**F)** Each bidder shall submit with its bid the following attachments:

**a. Attachment 1: Bid Security / EMD**

**[To be submitted with techno-commercial bid]**

Bid security shall be furnished, Bids not accompanied by the requisite bid security, or bids accompanied by bid security of inadequate value, shall not be entertained and in such cases, bids shall be rejected without being opened.

**Attachment 1A: Extension of Bid Security / EMD**

**[To be submitted with techno-commercial bid]**

Extension of bid security (if applicable) in the form of..... (Please fill in the alternative chosen) for a sum

of.....

. (Amount in words & figures) valid for extended bid opening period.

**b. Attachment 2: Power of Attorney**

**[To be submitted with techno-commercial bid]**

A power of attorney, duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and that the bid is binding upon the bidder during the full period of its validity. The authority of the person issuing the power of attorney shall also be submitted.

**c. Attachment 3: Bidder's Qualifications**

**[To be submitted with techno-commercial bid]**

Documentary evidence establishing that the bidder is qualified to perform the

contract, if its bid is accepted.

The documentary evidence of the bidder's qualifications to perform the contract, if its bid is accepted, shall establish to NFL & RFCL's satisfaction that the bidder has the financial, technical, production, procurement, installation and other capacities and capabilities necessary to perform the contract and meets the experience and other criteria outlined in the Bid Data Sheet.

The bidder shall provide satisfactory supporting documents that he and/or, where applicable, his collaborator/associate:

- I. Adequate technical knowledge and relevant experience for undertaking the type of work specified in the bidding documents.
- II. Does not anticipate a change in ownership during the proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined).
- III. Adequate financial stability and status to meet the financial obligations pursuant to the works covered in the bidding documents. (The bidders should submit a copy of their profit & loss account and balance sheet for the last three (3) financial years).

**d. Attachment 4: Electronic Fund Transfer Authorization Form [To be submitted with techno-commercial bid]**

Authorization form for release of payments through Electronic Fund Transfer System duly filled in by the bidder.

**e. Attachment 5: Integrity Pact**

**f. Attachment 6: Check List of documents**

**[To be submitted along with techno-commercial bid]**

Bidder shall have to submit the Price bid document downloaded from website and uploaded as per instructions therein. **Physical submission of price bid will not be considered.** The price bid of techno- commercially qualified bidders shall be opened online on the notified date at the website indicated in Notice of NIT. Bidders can view the price bid opening date from the web-site.

**1.27 Documents establishing the conformity**

- i. The bidder shall furnish as part of its bid, documents establishing the conformity to the bid submitted.
- ii. The documentary evidence of the bidding documents shall be in the form of written descriptions, literature, diagrams, certifications, agreement copy, client certificates, customer orders, e-mail from company mail etc.

- iii. Project methodology shall consist of standardized methodology / templates, approach, tools, monitoring mechanisms and quality frameworks that the bidder will use to ensure successful implementation for COTS ERP solution for the purchaser.
- iv. The Development and Implementation Plan shall contain "Contract Implementation Schedule" showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the contract successfully.

### **1.28 Taxes & Duties**

- i. The prices quoted by the bidder are inclusive of all taxes, duties and statutory levies excluding GST. All taxes & duties payable by the bidders in respect of the transaction between the bidders and their vendors/ suppliers while procuring any products and Services shall be included in the total bid price and no claim on this behalf will be entertained by NFL & RFCL.
- ii. GST in respect of the transactions between NFL/RFCL and the vendor under the contract, if any, should be indicated separately wherever applicable in the Bid Proposal Sheets and same shall also be included in the quoted Total Bid Price.
- iii. Statutory variation in rate of GST in India during the contractual period, except the extended period of contract & extension due to the reasons attributable to vendor, shall be to the purchaser's account.
- iv. As regards the income tax, surcharge on income tax and other corporate taxes the bidder shall be responsible for such payment to the concerned authorities.
- v. A bid shall not be considered unless accompanied by GST registration certificate.
- vi. GST Registration Nos.
  - a. NFL: 09AAACN0189N1Z2 (UP)
  - b. RFCL: 07AAHCR2335P2ZY (Delhi)
- vii. Terms of Payment  
The payment to the Vendor under the contract will be made by the purchaser in line with the terms and conditions of payment given in Payment section II of this NIT.

### **1.29 Time Schedule**

- i. The compliance to the work completion schedule shall be one of the major factors in consideration of the bids. Bids with deviation in the timeline mentioned in the NIT shall be liable for rejection.
- ii. The completion schedule is the commissioning and final roll-out of COTS ERP solution & IaaS hosting solution implementation that includes time required for mobilization, system study, customization, development, deployment as well as testing, rectification, if any, retesting,

acceptance testing and completion in all respects to the entire satisfaction of NFL & RFCL.

- iii. The purchaser reserves the right to request for a change in the work schedule during pre-award discussions with system integrator.

### **1.30 Validity period of bid**

- i. Bid shall remain valid for a period of One Hundred & Eighty (180) days from tender opening date. Purchaser shall reject a bid valid for a shorter period as being non-responsive.
- ii. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail. The bid security (EMD) provided shall also be extended by the same period as the extension in the validity of the bid.

### **1.31 Alternate Proposals / Multiple Bids**

Alternate proposals/ multiple bid submission are not permitted. If alternate proposals/ multiple bids are submitted then NFL & RFCL, at its sole discretion, may reject all of the proposals/ bids submitted by that bidder.

### **1.32 Deviations/ Exclusions**

The bidder must read the NIT carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the Form (Volume III – Form# 5), which shall be examined by NFL & RFCL. If the deviation statement in Form submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the bidder, for any change, shall be accepted by NFL & RFCL at a later stage.

Bidders are required to furnish such undertaking as per format provided in the "Self-Certificate for NIL Deviation" in Volume III – Form# 5, indicating their compliance to the provisions of the above clauses. If there is any other deviation, it is to be clearly mentioned in the "Deviation Sheet" to be submitted with response.

### **1.33 E-Tendering**

- i. For participation in e-tendering module of NFL & RFCL, it is mandatory for prospective bidders to get registered on website indicated in the NIT. Therefore, it is advised to all prospective bidders to get registered by making on line registration fees payment at the earliest.

- ii. NIT documents can be downloaded from website indicated in NIT.
- iii. Service and gateway charges shall be borne by the bidders.
- iv. The bid including all documents attached shall be digitally certified using Class-III signature by a duly authorized representative of the bidder to bind him to the contract.
- v. Since the bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest.
- vi. For further information regarding issue of digital signature certificate, the bidders are requested to visit website indicated in Notice of NIT. Please note that it may take up to 7 to 10 working days for issue of digital signature certificate. NFL & RFCL will not be responsible for delay in issue of digital signature certificate.
- vii. If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance
- viii. Bidders are requested to visit our e-tendering website regularly for any clarifications, corrigendum and/or due date extension.
- ix. Bidders must positively complete online e-tendering procedure at website indicated in NIT.
- x. NFL & RFCL shall not be responsible in any way for delay/ difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- xi. The bidder who so ever is submitting the bid by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter to submit offer on behalf of the firm.
- xii. Bidder should note that no zip file is to be uploaded online. Further file related to particular attachment/schedule including their annexures/ appendices, if any, shall be given name of that attachment/schedule only.

### **1.34 Submission Procedure**

- i. Tender will be submitted online.
- ii. It shall be duty of the bidder to ensure that he categorically mentions that the terms & conditions laid in the NIT are acceptable to him, even if he has no comments against any of the particular terms & conditions stipulated by NFL & RFCL, failing which it shall be presumed that terms & conditions are acceptable to bidder as specified.

- iii. The bidder shall also ensure that prices/rates are given strictly in accordance with the pro forma and the information as sought for is furnished as per terms & conditions of the NIT.

### **1.35 Earnest Money Deposit (EMD)**

- i. An EMD of Rs. 50,00,000 (INR Fifty Lakhs) shall be submitted online through NEFT/RTGS or in the form of crossed Bank Draft (DD) /Pay Orders (PO)/ Banker's Cheque (BC) of Nationalized/ Scheduled Bank excluding Grameen/Co-operative banks payable at Delhi drawn in favor of National Fertilizers Limited OR by Bank Guarantee (BG) as per NFL's prescribed format.
- ii. The validity of BG towards EMD shall be one hundred & eighty days (180) with a claim period of another ninety (90) days i.e., total Two Hundred and Seventy (270) Days from the tender opening date.
- iii. If EMD is being submitted in the form of Bank Guarantee, it is the responsibility of bidder to submit the same strictly in prescribed format only failing to which offer may not be considered.
- iv. Text of bank guarantee must be typed on non-judicial stamp paper of prescribed value.
- v. Bank Guarantee should be signed by two witnesses at the end.
- vi. Any typographical mistake, omission or mismatch compared to NFL & RFCL's standard bank guarantee format may make bank guarantee unacceptable.
- vii. No offer will be accepted without valid earnest money deposit.
- viii. The bid security will be liable for forfeiture in favor of NFL:-
  - a) If a bidder withdraws its bid during the period of validity specified in 'Schedule of Tender'.
  - b) If a bidder modifies its bid in any manner after its opening but before the validity of the bid specified in 'Schedule of Tender'.
  - c) Fails to accept the purchaser's corrections of arithmetic errors in bidder's bid (if any).
  - d) Submit false /fake documents or
    - a. Makes misrepresentation or does wrongful declaration/ presentation of qualifying data and other facts; or
    - b. Makes any modifications in the terms & conditions of the bid which are not acceptable to the Purchaser.
  - e) In case System Integrator fails to :

- Accept the work order  
**AND/OR**
- Sign the contract in accordance with contract agreement mentioned in Annexure V and VI.  
**AND/OR**
- Furnish Contract Performance Guarantee in accordance with Form 15 and 16 – Volume III.

### **1.36 Credentials/PQR**

- i. A power of attorney, duly notarized, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity, shall be submitted in hard copy.

After opening of the Tender fee & EMD, the submitted file of credentials/PQR documents will be opened. The offers received without pre requisite credential /PQR documents shall not be considered further for opening of their e-tender. Decision of NFL & RFCL in this regards shall be final.

- ii. The bids received without pre-requisite credentials shall not be considered. The tender fee shall, however not be refunded.

### **1.37 Withdrawal of Bids by Bidder**

A bidder wishing to withdraw its bid shall notify the purchaser in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall be addressed to the purchaser at NFL's Corporate Office and bear the bidder name, NIT number and the words "Bid Withdrawal Notice" on bidder's letter head duly signed by authorized signatory who has submitted and signed the bid. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a valid submitted bid.

### **1.38 Instructions to Bidders to avoid rejection of bid**

- i. First get enrolled on NFL's e-tender portal <https://tenderwizard.com/NFL>.
- ii. Obtain class-III Digital Signature Certificate (DSC) by the name of authorized person of your firm to upload the bid.
- iii. After above two activities bidder can participate in tender of NFL & RFCL.
- iv. Credentials required for fulfilling pre-qualifying conditions i.e. copy of orders received for the works carried out by the bidder shall be uploaded towards eligibility DOCUMENT DESIRED BY WEBSITE at the time of downloading of NIT document.

- v. Upload scanned self-certified copies of credential documents against respective bid as specified in Notice of NIT.
- vi. Upload scanned self-certified copy of EMD document as per Notice of NIT (Demand Draft/ Bank Guarantee/ Pay Order)
- vii. Electronically submit all bidding documents such as techno-commercial bid, price bid.
- viii. Ensure filling each field with requisite information and do not leave any field blank in techno-commercial bid.
- ix. At the end of electronic submission of bid, bidder will get electronically generated acknowledgement.

**NOTE: - FIRST UPLOAD ALL THE ABOVE REQUISITE DOCUMENTS IN DOCUMENT LIBRARY, VISIBLE AFTER LOGIN TO DESIGNATED WEBSITE BY YOUR USER ID (PREFER PDF FILES OVER WORD FILES).**

**ATTACH THE DOCUMENTS ONE BY ONE FROM DOCUMENT LIBRARY TO REQUIRED/SPECIFIED LOCATION WHILE SUBMITTING THE BID.**

**Submission of bid (EXCEPT PRICE BID):**

- ❖ Submit self-certified copies of electronically submitted credential / PQR documents.
- ❖ A power of attorney, duly notarized, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity shall be submitted.
- ❖ DSC authorization letter, the letter issued by respective firm (indicating the DSC details) that the person whose DSC is used for uploading the offer is authorized person of the firm.

Remember the points mentioned below otherwise your offer may be rejected:

- ❖ Ensure that you have **NOT SUBMITTED** price bid in physical form.
- ❖ Bidder must fill their name at the respective column/cell/location wherever directed.

**1.39 Date & Time of Opening of Bids-Changes**

Offers shall be opened on the due date and time as notified, in the presence of the bidders or their authorized representative (not more than two) who may be present. In case of failure of e-tender portal and if the due date of opening/submission of bid documents is declared a holiday by the Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The bid opening shall be continued on subsequent days in case the opening of all the bids is not completed on the day of opening. It may please be noted that the due date/time of opening can be altered/extended, if desired by NFL & RFCL, without assigning any reason thereof. However, due intimation shall be given in such a case.

#### **1.40 Opening of bids by purchaser**

- i. Bids received before or on the dead line of the submission of the bid will be opened on the date and time of opening mentioned in Notice of NIT. Bidder's representatives wishing to be present at the time of such opening shall bring their authority letter duly signed by the bidder. No electronic recording devices will be permitted during bid opening.
- ii. The bids shall be opened in the following sequence:
  - A. Tender Fees, Bid Security (EMD)
  - B. Techno-Commercial Bid (T&C Bid).
- iii. Pursuant to the successful qualification on the pre-qualification criteria as mentioned in Clause 1.4 of Section II of the NIT, the Bidders will be short-listed for the techno-commercial evaluation.
- iv. On the basis of techno-commercial evaluation, eligible bids will be finalized. Price bids for all eligible techno-commercial bids will be opened on a suitable date.
- v. The date of opening of the price bid will be intimated to techno-commercially qualified bidders and they shall be requested to be present at the time of opening of price bid.
- vi. The purchaser will evaluate the bids as detailed in Clause 1.43 of Section II.
- vii. Withdrawal notices shall, however, be read out at the deadline time of the submission of the bids, and the corresponding bid shall not be opened for evaluation.

#### **1.41 Preliminary Examination of bids**

- i. The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities (EMD amount) have been furnished, whether the documents have been properly sealed & signed, and whether the bids are generally in order. The purchaser will ensure that each bid is from an eligible Bidder.
- ii. Computing/non-conformity/Arithmetical errors will be rectified on the following basis.
  - o If, in price structure quoted for the required good, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by quantity), the unit price shall prevail and the total price corrected accordingly
  - o If there is an error in total corresponding to the addition or subtraction of sub-total, the sub-total shall prevail and total shall be corrected; and
  - o If there is discrepancy between words and figures, the amount in words shall prevail.
  - o Such a discrepancy in offer should be conveyed to the bidder asking him to respond by a target date and if the bidder does not agree to NFL and RFCL observations, the tender is liable to be rejected.

- iii. The purchaser may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. However, the purchaser may ask the bidders for any additional clarification or supporting documents required for the fulfillment of the NIT evaluation in writing.
- iv. Prior to the detailed evaluation, the purchaser will determine whether each bid is complete, and is substantially responsive to the bidding documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:-
  - a. One that limits in any substantial way the scope, quality, or performance of the desired system; or
  - b. One that limits, in any substantial way that is inconsistent with the bidding documents, the purchaser rights or the system integrator's obligations under the Contract; and
  - c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
  - d. Bid submitted having validity less than One Hundred & Eighty (180) Days from bid opening date.
- v. If a bid is not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The purchaser's determination of bid responsiveness will be based only on the contents of the bid submitted and subsequent clarifications, if sought by the purchaser.
- vi. The aim of the entire evaluation exercise is to arrive at the most suitable solution that meets NFL & RFCL's needs. The exercise will also allow NFL & RFCL to choose a bidder that can implement the proposed solution in an effective, efficient manner, and within the specified time frame, as well as offer comprehensive service and upgrades, when required.
- vii. In case the 'Bid Proposal' contradicts NIT requirements, the NIT requirements will prevail, unless otherwise brought out clearly in the techno-commercial deviation schedules.
- viii. To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the price proposals.
- ix. If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection.

- x. Satisfactory evidence of authority of the person signing on behalf of the bidder shall be furnished with the bid.

#### **1.42 Bid Evaluation Procedure**

To establish the bidder's competency and capabilities, it is proposed that the evaluation of the bids will be done in two stages as mentioned below:

##### **Stage-1:**

- Evaluation of pre-qualification proposal to establish the eligibility claim.
- Evaluation of techno-commercial proposal

##### **Stage-2:**

- Evaluation of price bid proposal

***On each of these parameters, the bidders would be required to meet the qualification/ evaluation criteria as detailed in subsequent sections.***

- All those bids meeting the pre-qualification criteria would progress to the next level of evaluation i.e. techno-commercial bid evaluation.
- Post techno-commercial evaluations, only the techno-commercially qualified bids would progress to next level of evaluation i.e. price bid evaluation.

#### **Stage-1 of Evaluation of Techno-commercial Proposal**

At this stage, only pre-qualification and techno-commercial proposal would be considered. Price bids/proposals would not be opened at this stage.

- **Evaluation of Pre-qualification Proposal:**

An "Evaluation Committee" would perform an initial review of the pre-qualification proposals and they shall be scrutinized for the responsiveness as set in the prequalification criteria, and for the completeness of required supporting documents as required to establish the eligibility claim.

- **Evaluation of Techno-commercial Proposal:**

Techno-commercial evaluation of only eligible bidders would be carried out in the following manner:

- a) The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the NIT and bidder is required to provide details on the proposed solution adopting the **evaluation criteria** mentioned in NIT.
- b) **Proposal Presentations:** The committee if required, may invite each bidder to make a presentation to NFL & RFCL at a date, time and locations determined by NFL & RFCL.

The purpose of such presentations would be to allow the bidders to present their **proposal solutions to the committee and the key points in their proposals.**

- c) The evaluation committee may undertake written clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.
- d) Depending on the evaluation methodology mentioned in point a, b and c, above each Techno-commercial bid will be assigned a “Techno-commercial Score” out of a **maximum of 100 marks.**
- e) The bidders who score minimum marks in each of evaluation criteria in techno-commercial bid as per table mentioned in section below, will qualify for the evaluation of the price bid.
- f) The bidder with the highest marks in techno-commercial bid will be awarded 100% “Techno-commercial Score” and subsequently others bidders will also be awarded “Techno-commercial Score” relative to the highest techno-commercial marks for the final composite score calculation purpose e.g. if the highest techno-commercial marks is 90 then “Techno-commercial Score” is  $(90/90) \times 100 = 100\%$ , hence the bidder with highest techno-commercial marks will score 100% “Techno-commercial Score”. Similarly another bidder who scored 80 points, will get  $(80/90) \times 100 = 88.88\%$  “Techno-commercial Score”. Following formula will be used for the “Techno-commercial Score” (TS) calculation:

$$TechnicalScore (TS) = \frac{(Bidder's\ Technical\ Marks\ (BTM))}{(Highest\ Technical\ Marks\ (HTM))} \times 100$$

- g) The details of techno-commercial evaluation parameters are provided in clause 1.43 of section II of this NIT.

### **Stage-2 Evaluation of Price Bid Proposal**

The price bids of only technically qualified system integrator(s) whose bids have scored 60 or more marks in aggregate (subject to minimum marks scored in each of evaluation criteria in techno-commercial bid as per table mentioned in section below) will be opened by the committee. The evaluation will be carried out if price bids are complete and computationally correct. The lowest price bid will be awarded 100% “Price bid score”. The “Price bid score” of other bidder(s) will be computed by measuring the price bids against the lowest Price bid. Following formula will be used for calculating “Price Bid Score”:

$$\text{Price Bid Score (PBS)} = \frac{\text{Lowest PriceBid (LPB)}}{\text{Bidder's PriceBid (BPB)}} \times 100$$

### **Stage-3 Computation of Composite Bid Score**

The "Composite Bid Score" is a weighted average of the techno-commercial and price bid scores. The ratio of techno-commercial and price bid scores is 70:30 respectively. The Composite Bid Score will be derived using the following formula:

$$\text{Composite Bid Score} = ((\text{TS} \times 0.70) + (\text{PBS} \times 0.30)) \%$$

The responsive bidder(s) will be ranked in descending order according to the composite bid score, which is calculated based on the above formula. The highest-ranking bidder as per the composite bid score will be selected for award of contract.

### **Site Visit by NFL & RFCL**

As part of the evaluation process, NFL & RFCL and/or any agency selected by NFL & RFCL shall be allowed to visit and examine/ verify the bidder's system capabilities as defined in the techno-commercial proposal. The bidder, if asked by NFL & RFCL, shall arrange and facilitate such visit. The cost of such visits to the Sites shall be at NFL & RFCL's expense.

### **Best Value Determination and Final Evaluation**

- i. Only those bidders who qualify the Stage-I evaluation shall be considered for Stage-II evaluation. Price bid proposals will be opened for the bidders who cleared Stage-I evaluation. Minimum score required for any bidder to be qualified for opening of price bid is "Techno-commercial score: 60% of the total marks and minimum marks in each of evaluation criteria as per table mentioned below".
- ii. Price bid evaluation will be done on total landed prices (NFL and RFCL) as per Table E - Summary of Price Schedule in price bid i.e. inclusive of all taxes, duties, cess and levies including GST. Base Price shall be loaded with GST quoted, for evaluation and ordering purposes. It is for the bidder to assess and ascertain the rates of applicable GST for Supply of Goods & Services under the Bid Documents. It is clearly understood that NFL/RFCL will not have any additional liability towards payment of applicable GST as a result of Bidder's wrong assessment/interpretation of applicable GST.
- iii. Evaluation of price bid shall be done on considering AMC period of 6 years for licenses.
- iv. Proposals will be evaluated on the basis of Quality cum Cost based Selection-(QCBS).
- v. The bid having the highest QCBS factor will be selected for the project.
- vi. If there is any discrepancy between words and figures, the amount in words shall prevail.

### **1.43 Evaluation & Comparison of Bids**

The bids shall be evaluated on Combined Quality Cum Cost Based System (QCBS) that applies 70 (Seventy) percent weightage to techno-commercial proposal and 30 (Thirty) percent weightage to price bid.

#### **(Bid Security/Earnest Money Deposit and Pre-Qualification Criteria Evidences)**

- ❖ The purchaser will examine the bids to determine whether required securities (EMD amount) have been furnished. No offer will be accepted without valid and requisite earnest money deposit, as per the NIT.
- ❖ The bid including all documents shall be digitally certified using Class-III signature by a duly authorized representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney and shall be submitted in Hard copy prior to date & time for opening of bid.
- ❖ Bid Security, tender fee and Power of Attorney shall be submitted in physical form before stipulated bid submission time at the address specified. The purchaser shall not be liable for loss/non-receipt/late receipt of above documents in postal transit. In the event of the specified date for submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.
- ❖ Pursuant to the successful qualification on the criteria for eligible bidders and pre-qualification requirement, the bidders will be short-listed for the techno-commercial evaluation.

The opening of the bids in the e-tendering process would commence after having been found to be in accordance to the above which would be followed by a 2-step process of evaluation, as elaborated below:

#### **Techno-Commercial Evaluation Methodology**

- ❖ The bids of the short-listed qualified bidders would be considered for the techno-commercial evaluation.
- ❖ The techno-commercial evaluations of these bids shall be done using the following methodology:-

#### **COTS ERP Solution (ERP):**

The bidder's technical solution proposed for COTS ERP in the techno-commercial bid document will be evaluated as per the requirements specified in the NIT and by adopting the following evaluation criteria:

- ❖ The solution offered by the bidder shall have to comply all the requirements specified in the Functional Requirement Specifications (FRS) given in Volume II of this NIT which are mandatory and any non-compliance to any of the functionalities would result in disqualification of the bidder.
- ❖ Each bidder will be assessed & given marks on the parameters of evaluation criteria as mentioned in the table below and as detailed in the sections below:-

S. No.	Evaluation Criteria Sections	Minimum marks required	Maximum Marks
1.	Project Implementation Experience	15	25
2.	Team Composition of COTS ERP implementation	10	15
3.	Response to Functional Requirement Specification (FRS)	20	35
4.	Proof of Concept (POC)	15	25
<b>Total Marks</b>		<b>60</b>	<b>100</b>

Techno-commercial Scoring Matrix for COTS ERP solution

- The summation of marks obtained by the bidder for each parameter will give the total techno-commercial score of the bidder. The bidder needs to secure minimum marks in each evaluation criteria section mentioned in above table, to be techno-commercially qualified.
- Preference to the solution proposed will also be given in the following order for the purpose of marking:

Preference	Solution Proposed
1 <sup>st</sup>	Standard Product
2 <sup>nd</sup>	Customization / Developed
3 <sup>rd</sup>	Supported by third (3 <sup>rd</sup> ) party solution

### **Project Implementation Experience (25 Marks) [COTS ERP Solution]**

<b>S. No</b>	<b>Parameter</b>	<b>Marks to be allotted based on Implementation experience</b>	<b>Evidences</b>	<b>Maximum Marks</b>
1.	At least one implementation of proposed COTS ERP in fertilizer/petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay , material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal with minimum 500 licensed users	<p>The bidder shall get 6 marks for providing 1 citations of minimum 500 licensed users in a project or 2 citations of minimum 300 licensed users in a project having at least 4 out of 8 core processes mentioned in the parameter.</p> <p>The bidder shall get 7 marks for providing 2 citations of minimum 500 licensed users in a project or 4 citations of minimum 300 licensed users in a project having at least 4 out of 8 core processes mentioned in the parameter.</p> <p>The bidder shall get 8 marks for providing 3 ( and above) citations of minimum 500 licensed users in</p>	<p>All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder such as:</p> <ul style="list-style-type: none"> <li>• Work Order + Completion (Go Live) certificates from the client;</li> </ul>	8

S. No	Parameter	Marks to be allotted based on Implementation experience	Evidences	Maximum Marks
	<p>having core processes in a project.</p> <p><b>Or</b></p> <p>Two implementations proposed COTS ERP in Fertilizer/Petro chemical/continuous process industry in India in last seven years ending last day of the previous month in which NIT has been issued having minimum 300 licensed users should be live with 4 out of 8 core areas i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material &amp; inventory management including taxation, e-tendering and logistics, financial accounting &amp; management reporting, HR &amp; payroll management</p>	<p>a project or 6 (and above) citations of minimum 300 licensed users in a project having at least 4 out of 8 core processes mentioned in the parameter.</p>		

S. No	Parameter	Marks to be allotted based on Implementation experience	Evidences	Maximum Marks
	including enterprise portal.			
2.	The customer base of proposed COTS ERP in India should be at least 500 transactional users across multiple processes and multiple locations with at least 7 customers out of which at least 2 are to be in the organizations of Govt. of India / State Govt. / PSUs during last 7 years ending last day of the previous month, in which NIT has been issued.	<p>The bidder shall get 4 marks for providing at least 2 citations of offered COTS ERP in the Govt. of India / State Govt. / PSU sector each with user base of at least 500 transactional users</p> <p style="text-align: center;"><b>Or</b></p> <p>The bidder shall get 5 marks for providing at least 3 citations of offered COTS ERP in the Govt. of India / State Govt. / PSU sector each with user base of at least 500 transactional users</p> <p style="text-align: center;"><b>Or</b></p> <p>The bidder shall get 6 marks for providing at least 4 citations of offered COTS ERP in the Govt. of</p>	<p>All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder such as:</p> <ul style="list-style-type: none"> <li>• Work Order + Completion (Go Live) certificates from the client;</li> </ul>	6

S. No	Parameter	Marks to be allotted based on Implementation experience	Evidences	Maximum Marks
		India / State Govt. / PSU sector each with user base of at least 500 transactional users		
3.	Implementation experience of 8 core processes in India in last seven years ending last day of the previous month in which NIT has been issued i.e. production and operations, plant operations and maintenance, quality assurance, project management, opportunity to collection including marketing/logistics and dealer management, procure to pay, material & inventory management including taxation, e-tendering and logistics, financial accounting & management reporting, HR & payroll management including enterprise portal	<p>The bidder shall get 6 marks for providing citation of implementation of at least 4 out of 8 core processes in a single implementation</p> <p style="text-align: center;"><b>Or</b></p> <p>The bidder shall get 7 marks for providing citation of implementation of at least 6 out of 8 core processes in a single implementation</p> <p style="text-align: center;"><b>Or</b></p> <p>The bidder shall get 8 marks for providing citation of implementation of all 8 core processes in a</p>	<p>All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder such as:</p> <ul style="list-style-type: none"> <li>• Work Order + Completion (Go Live) certificates from the client;</li> </ul>	8

S. No	Parameter	Marks to be allotted based on Implementation experience	Evidences	Maximum Marks
		single implementation		
4.	Large implementation experience in India in last seven year ending last day of the previous month in which NIT has been issued.	<p>The bidder shall get 1 mark per citation related to the implementation of the offered COTS ERP product in India with at least 1500 licenses in each of the implementation.</p> <p><i>Note: - The bidder can provide maximum of 3 such citations.</i></p>	<p>All the appropriate supporting documentary evidences for the mentioned criteria must be provided by the bidder such as:</p> <ul style="list-style-type: none"> <li>• Work Order + Completion (Go Live) certificates from the client;</li> </ul>	3

### **Team Composition for COTS ERP implementation (15 Marks) [COTS ERP Solution]**

S. No	Minimum Qualification and Experience	Minimum Personnel Required for NFL & RFCL (50% for each)
1.	<p><b>Project Manager (7 Marks)</b></p> <p>Minimum Qualification: B.E/B.tech &amp; ME/M.Tech/MBA or equivalent</p> <p>Mandatory professional qualification: COTS ERP certification by OEM in at least one core functional (Finance/Materials/Human Capital/Maintenance) process of the proposed COTS ERP for which the resource has been proposed</p> <p>Certification in PMP/Prince2</p> <p>Minimum Required Experience: More than 8 years of relevant experience, including COTS ERP program management experience of minimum 5 Projects (Out of which minimum 1 projects of proposed COTS ERP solution).</p> <p>Implementation experience in minimum 5 COTS ERP end-to-end lifecycles (of more than 8 months each), which includes at least 1 implementation experience in the fertilizer/petro chemical/continuous process industry in Govt. of India/PSU/State Govt. sector in India.</p>	2
2.	<p><b>Functional Team (4 Marks)</b></p> <p>Minimum Qualification: B.E/ B.tech. / M. Tech. or equivalent</p> <p>Mandatory Professional qualification: Out of 16 ERP professionals, at least 8 professionals should be ERP certified in the relevant functional process of the proposed COTS ERP for which the professional has been proposed</p> <p>Minimum Required Experience: Minimum 6 years of relevant professional experience including functional lead experience of minimum 2 COTS ERP end to end implementation projects (Out of which at least 1 project of proposed COTS ERP solution)</p> <p>Implementation experience of minimum 3 COTS ERP end-to-end implementation lifecycles, which includes at least 1 India localization experience in the relevant processes.</p> <p>The experience should include minimum 1 COTS ERP project</p>	16

S. No	Minimum Qualification and Experience	Minimum Personnel Required for NFL & RFCL (50% for each)
	implementation in the Fertilizer/Petro chemical/continuous process sector in India.	
3.	<p><b>Technical Team (4 Marks)</b></p> <p>Minimum Qualification: B.E/ B.tech / M.Tech or equivalent</p> <p>Mandatory professional qualification: ERP certification in the relevant technical process of the proposed COTS ERP for which the professional has been proposed</p> <p>Minimum Required Experience: Minimum 6 years of experience in the technical domain including Technical Lead experience of minimum 2 COTS ERP end to end implementation projects (Out of which at least 1 project of proposed COTS ERP solution)(more than 6 months each)</p> <p>Implementation experience of minimum 3 COTS ERP implementation cycle experience (end to end and more than 6 months each).</p>	6

**Note: -** Profiles submitted at the time of bidding must match with the on-boarding team. Either same or similar profile resource should be deployed. In case of any mismatch bidder could be penalized.

**Detailed evaluation criteria of team composition is given below.**

**Project Manager (7 marks):**

S. No	Parameter	Marks to be allotted based on the Parameter	Max marks
1.	Program Management experience for 5 projects of similar COTS ERP end to end implementation lifecycles, (Out of which at least 1 project of proposed COTS ERP solution) and at least 1 implementation project experience in the fertilizer/petro chemical/continuous process industry in Govt. of India/PSU/State Govt. sector in India.	1	3
	Program Management experience for 5 projects of similar COTS ERP end to end implementation lifecycles (Out of which at least 1 project of proposed COTS/ERP solution) and at least 2 implementation project experience in the fertilizer/petro chemical/continuous process industry in Govt. of India/PSU/State Govt. sector in India.	2	
	Program Management experience for 5 projects of similar COTS ERP end to end implementation lifecycles (Out of which at least 1 project of proposed COTS/ERP solution) and at least 3 implementation project experience in the fertilizer/petro chemical/continuous process sector in India.	3	
2.	Total experience of min 8 years up to 10 years in relevant field one month prior to tender release date	1.5	2
	Total experience of more than 10 years in relevant field one month prior to tender release date	2	
3.	Professional qualification:- Certification in PMP/Prince2	1	1
4.	Professional qualification:- ERP certification in any of the proposed COTS product	1	1

### **Functional Team (4 Marks)**

<b>S. No</b>	<b>Parameter</b>	<b>Marks to be allotted based on the Parameter</b>	<b>Max marks</b>
1.	Experience as Functional lead with at least 1 proposed COTS ERP implementation projects (end to end) in the fertilizer/petro chemical/continuous process sector in India	1.5	2
	Experience as Functional lead in more than 1 proposed COTS ERP implementation projects (end to end) in the fertilizer/petro chemical/continuous process sector in India	2	
2.	Implementation experience in 3 proposed COTS ERP implementation projects (end to end) which includes at least 1 implementation project in the fertilizer/petro chemical/continuous process sector in India	0.75	1
	Implementation experience in 3 proposed COTS ERP implementation projects (end to end) ) which includes more than 1 implementation project in the fertilizer/petro chemical/continuous process sector in India	1	
3.	Total work experience of min 6 years up to 8 years in relevant field.	0.75	1
	Total work experience of more than 8 years in relevant field.	1	

### **Technical Team (4 Marks)**

<b>S. No</b>	<b>Parameter</b>	<b>Marks to be allotted based on the Parameter</b>	<b>Max marks</b>
1.	Experience as Technical lead in 1 proposed COTS ERP implementation projects (end to end), which includes at least 1 implementation project experience with at least 500 user base in India.	1.5	2
	Experience as technical lead in more than 1 proposed COTS ERP implementation projects (end to end) which includes more than 1 implementation project experience with at least 500 user base in India.	2	
2.	Total experience of min 6 years upto 8 in relevant field.	1	2
	Total experience of more than 8 years in relevant field.	2	

## Response to Functional Requirement Specifications (FRS) (35 Marks)

Sr. No	Response to Functional Requirement Specifications (FRS)	Marks (35)	
1	<b>Award of marks for Functional Requirement Specifications (FRS)</b>	35	<b>Certified by COTS ERP Product OEM</b>
	<ul style="list-style-type: none"> <li>Average FRS score between 80% to 100%: 35 Marks (25 to 35)</li> <li>Average FRS score between 70% to 79%: 24 Marks (17 to 24)</li> <li>Average FRS score between 60% to 69%: 16 Marks (9 to 16)</li> <li>Average FRS score between 50% to 59%: 8 Marks (1 to 8)</li> <li>Less than 50%: 0 Marks</li> </ul>		

### Note:

- a. The bidder has to give adequate response, for each of the functional requirement and the bidder response shall be any of the following four (4) options:

Description (For Marking)	Bidder's Response	Response Marks
Standard Product Feature	S	8
Customization/Development	C	3
Supported by a third (3 <sup>rd</sup> ) party solution	T	2
Not Available	NA	0

- b. Percentage score = {Total response marks obtained by the Bidder/Maximum marks possible} X 100} (adjusted to 2 decimals)
- c. Finally, percentage scores arrived at point 'b' above shall be taken for awarding marks.
- d. The FRS response of the Bidder has to be certified by the COTS ERP product vendor w.r.t. the coverage through standard solution, customization/development or 3<sup>rd</sup> party solution.
- e. Scoring with respect to FRS will be done on the consolidated basis for all tables mention for NFL and RFCL mentioned in Volume – II.

## **Proof of Concept (25 marks)**

Each Bidder shall be invited by NFL & RFCL for demonstrating the Proof of Concept (POC) at a date, time & venue determined and communicated in advance. The evaluation shall be carried out by NFL & RFCL's designated committee / group. The weightage assigned to POC is **25 marks**. The detailed list of activities for POC are mentioned below:

### ❖ **Guidelines and instructions for demonstration**

- As part of the process of selecting the most suitable COTS ERP solution and an OEM for NFL & RFCL, the key requirements have been translated into indicative demonstration scripts for key processes applicable at NFL & RFCL that will be used as the basis for scoring a bidder's ability to meet functional and technical needs of the organization.
- The total marks for the POC is 25 for the Technical Assessment. The below is the breakup of the marks.
- POC scripts will be shared with all the participating bidders along with date & time at later stage over the call or e-mail (as shared by bidder).

<b>PRESENTATION / PROOF OF CONCEPT (POC)</b>	<b>Total Marks (25 Marks)</b>
Understanding of NFL & RFCL requirements	<b>5</b>
Preparation of data and solution environment	<b>5</b>
Demonstration of solution	<b>10</b>
Resolution of Question & Answers	<b>5</b>
<b>Note:</b> Each qualified bidder shall be invited by company for demonstrating the Proof of Concept (POC) at a date, time & venue determined and communicated in advance.	

### POC Evaluation Criteria

- To facilitate scoring, it is important that the demonstrations adequately address the process needs of the purchaser and follow the scripts included in this document.
- It is suggested that the bidder use a 'Process map/Process flow' as a guide during the entire demonstration process. We wish to ensure a smooth and meaningful representation of the solution by aligning demonstration with a clearly documented 'process flow/map'. The bidder should use this information, and reference it, when performing the demonstration but in the context of the process flow.
- The bidder should make a reasonable judgement about the level of details to be included and by what process to proceed, while covering each script.
- The evaluation committee expects that each script item is individually addressed.
- Please note that the purchaser will not entertain process demonstrations in the form of simulations or recording. Participating bidders are expected to provide live demonstration of demo scripts through the use a live COTS ERP environment. Necessary internet provisions to help the bidder to connect with their COTS ERP environment shall be facilitated by the purchaser to the extent feasible.
- The demonstration needs to be articulated with the active participation of the proposed project manager for the COTS ERP implementation, as proposed by the bidder in the NIT

response.

#### ❖ **Demonstration Software**

- NFL & RFCL expects that each bidder will provide demonstration of an 'Integrated Solution'. This means that if certain transactions affect information in another process or trigger another transaction elsewhere in the system, the bidder should demonstrate the impact or effect of these particular transactions have on any other component of the system being demonstrated, spanning across business functions.
- The solution used in the demonstration must be the same as that included in the response to the NIT.
- If certain requirements described in these scripts are provided by third-party software as part of the solution proposal, the bidder is expected to demonstrate the third party product proposed in the response and indicate clearly during the demonstration.
- The technical evaluation committee will also need to be informed of such software's proprietary details and the proposed version. Bidders may only demonstrate production software and not solutions in beta state.
- Only products included in the proposal should be used in the demonstration.
- Any user defined fields such as user exit code or other changes to the base product should be identified during the demonstration and provided in writing at the beginning of the demonstration.
- The POC script is not intended to serve as a limitation to the proposed solution. The bidder is expected to enrich the demonstration content on the basis of their experience in similar implementations and leading industry practices for fertilizers.

#### ❖ **Demonstration Themes**

The following is a set of general "themes" that the software bidders should identify, but not limited to, throughout the demonstrations:

- **Workflow Enablement**

The bidders should demonstrate workflow abilities wherever appropriate within the context of the scripts.

- **System Integration**

- System Integration is an important factor and wherever appropriate, the bidder shall demonstrate solutions that will enable system integration, as might be required for processes spanning across functions.
- Web-enabled processes such as those related to employee services or stakeholder interactions shall be demonstrated explaining how the solution transitions between the COTS ERP and a browser driven environment to help NFL & RFCL understand the execution and impact of a transaction.
- The bidder should also demonstrate, where appropriate, its ability to support mobile computing (including for approval process) either through a web-enabled interface or a detached interface with synchronization.

#### ❖ **Location for POC**

The demonstration will be conducted at NFL, A-11, Sector 24, Noida, Uttar Pradesh, 201301.

❖ **Process details:**

S.No	Process	Description
1.	Material & Inventory Management	The proof of concept process should intend to demonstrate the complete procure to pay cycle starting from Purchase Indent covering the tendering process to Goods Received and Inventory Management. In addition to that there should be provision to demonstrate the integration of Material Management process with Finance and Sales & Distribution wherever required.
2.	Financial Accounting & Management Reporting including Budgeting Management and subsidy	<p>The proof of concept process should intend to demonstrate the creation of the organization structure and General Ledger Transactions. The bidder should also demonstrate the processing of accounts receivables and accounts payables for its customers and vendors respectively and Cash/Bank reconciliation for the same. In addition to that, the bidder will be responsible to demonstrate the process for Asset Depreciation, Retirement/Replacements and Cost Accounting.</p> <p>The proof of concept for calculation of subsidy From system considering variable factors (Energy consumption and bags etc.) and fixed factors (manufacturing cost etc.) to be checked against invoice generated from FICC for POS sales by:</p> <ol style="list-style-type: none"> <li>1. Option to upload the invoice data directly into COTS ERP system</li> <li>2. Clearing of system calculated subsidy against the subsidy invoice received from FICC to generate the difference report.</li> </ol>
3.	Operations & Maintenance Management	The proof of concept process should intend to demonstrate the capabilities of the system to provide simulation, capturing, monitoring and alerting capabilities for operation and maintenance of various equipment across NFL & RFCL's plants. Costing and budgeting for plant and equipment operations & maintenance should also be demonstrated.
4.	Dispatch and logistics	<p>The proof of concept for dispatch and logistics should intend to demonstrate the whole process in below mentioned workflow.</p> <ol style="list-style-type: none"> <li>1) Requirement</li> <li>2) Dispatch Instruction Flow</li> <li>3) Transportation activities</li> <li>4) Preparation of gate pass</li> <li>5) Rake and Truck placement</li> <li>6) Dispatch Instruction</li> <li>7) Out gate pass</li> <li>8) E-Way bill linking</li> <li>9) Intimation of PR number to distribution</li> </ol>

S.No	Process	Description
		10) Rake receipts generation by area office on mobile application mentioning cut and torn and material in transit.
5.	E-office solution	1) Document Management System 2) File creation and tracking 3) Workflow automation 4) Record Management

- **Assumptions**

Bidder may make and state assumptions in line with the scenario discussed here. Dummy data and standard formats can be used wherever necessary.

- **Preparations for Demonstration**

The bidder should ensure adequate preparation before arriving for the Proof of Concept presentation. The bidder should thoroughly understand NFL & RFCL's business process scenarios and prepare necessary system and data elements to facilitate a smooth presentation:-

- Creation of a representative organization structure
- Creation of master data relevant across functions such as human resources, finance, materials, sales, production, maintenance, quality, chart of accounts, vendors, dealers, assets, plants etc.
- Setup a representative repository of data
- Annual plans and budgets
- Opening balances where needed to complete transactions
- Initial set of transactions to enable representation of reports where necessary
- Create a representative e-procurement portal for publishing tender enquiry and receipt of bids.
- Organizational units with suitable hierarchy to establish relationship and flow of information.
- Approval workflows applicable at different critical stages as per leading practices. Demonstrate approval procedures based on the Delegation of Authority Matrix.
- Any other dependent data required to demonstrate the scripts end to end

- **Bidder Demonstration (Indicative)**

Details of the processes are mentioned as per below:

## **1. Material & Inventory Management**

### **a. Tendering Process**

- Demonstrate the capability of the system to capture the purchase indent raised by the user and display the details of the indents sent by the users along with the indent originators name & details.
- The system should also show the approval process for the PR.
- Demonstrate the provision to define various purchase levels (workflow) with relevant authority and permissible limits.
- Demonstrate the capability of the system to prepare budgets of all items on the basis of last available rates and past item consumption history.
- Demonstrate how a reverse auction can be conducted on the portal where about 5-6 bidders participate and purchase order is generated after the end of auction.
- Demonstrate the provision where system shall support supplier registration including basic registration details, request for empanelment and empanelment renew/up-gradation. Demonstrate the provision where system should provide the comparison of the rates for same items procured in the past.
- Demonstrate the provision to issue the Purchase Order from system and ability to enter the details in the PO manually. Ability to raise purchase orders in local or foreign currency and Categorizing imported items for processing PO in their respective currencies.
- Provisions of e-tendering, generation of comparative reports and recommendation thereof.
- Provisions of monitoring of placed purchase orders.
- Provisions to monitor the release of payment against placed orders.
- Provisions to monitor the receipt of the material against placed orders.
- Provisions to link with other processes such as: - Finance, Projects etc.
- Provisions to accommodate various levels of approval as per DOP of NFL & RFCL.

### **b. Vendor Management**

- Demonstrate the ability to assess vendor performance and assign a rating for the same.
- Demonstrate the ability to categorize One Time Vendor and Regular Vendor.
- Demonstrate the ability to make payments to the vendor and maintain the transaction in the system for each Vendor. Discounts, credit limit, advance payment, and partial payments should also be considered when making the payment.

### **c. Goods Received Management**

- Demonstrate the ability to record the receipt of material information in the system and verification of material received against Purchase Order/Release Order and also recording the rejected material received after necessary inspection.
- Demonstrate the ability to capture and calculate the time period for which the rejected material is lying at the store site and liability to be borne by the vendor for the same.
- Demonstrate the provision to monitor status of :
  - Pending GRN (Good Receipt Number).
  - Pending MRC (Material Receipt Certificate).
  - Pending cases of rejected materials and its follow up action by the order placing authority.
  - Pending advance payment account balances and its clearance.

### **d. Inventory Management**

- Demonstrate the provision to define multiple physical stores, locations and BIN locations including the description.
- Demonstrate the provision of the system
  - To provide information & workflow on minimum safety stock/re-order point/min-max inventory levels.
  - Ability to track and record inventory status as obsolete, scrapped, restricted use, blocked, in transfer, under repair, available for issue, special project stock, reserved stock, vendor consignment stock.
- Demonstrate the provision in the system to transfer material from one location to another and tracking the same.
- Demonstration of codification methodology to be used. New code allotment should be capable to avoid duplicity for a material based on similarity of main group, subgroup, description and technical parameters etc.;
- Demonstration of Identification of regularly consumed items and EOQ (Economic Order Quantity) for these items based on consumption pattern and lead time to keep tracking of inventory maintenance.
- Demonstration of valuation of inventory items or stock items periodically by FIFO/LIFO and weighted average basis
- Demonstration of items declared as obsolete / scrap and preparation of disposable lot and subsequent disposal
- Demonstration of creation of new stores.
- Demonstration of procedure and to incorporate details in standard format for physical verification and maintenance of SVS, Non Moving, XYZ & ABC items.
- Demonstration of accounting of all materials considering taxes, discount etc. and as per standard procedure.

## **2. Finance accounting and management reporting with subsidy**

### **a. General Ledger**

- Demonstrate the provision to post all the necessary transactions from other processes (vendor payments, payroll etc.) to the relevant GL. The bidder should also be able to demonstrate posting of transaction in foreign currency.
- Demonstrate the provision to consolidate the accounts and balances for specific period and specific transactions.

### **b. Accounts Payable**

- Demonstrate the ability of the system to maintain Vendor Master data and post all the relevant transactions in the vendor account considering the terms and conditions agreed i.e. Discounts, Credit Limit, and Taxations etc. The accounts payable should be integrated with the relevant GLs.
- Demonstrate the ability of the system to book the relevant transactions (Vendor Advance, EMD, and Security Deposit) in a separate GL.
- Demonstrate the ability of the system to verify invoice at the time of payment also calculating the adjustments at time of invoicing.
- Demonstrate the provision for different payment runs i.e. NEFT, RTGS, cheque, demand drafts.
- Demonstrate the provision to record outstanding project loan against the specific project.

### **c. Accounts Receivable**

- Demonstrate the ability of the system to maintain customer master data (Name, Address, Customer Group, Payment Method, Payment Terms and Bank Details) and post all the transactions in the customer account. The Accounts Receivable should be integrated with the relevant GLs.
- Demonstrate the provision of generating the customer invoice with all the details including taxes, posting the payment against the customer invoice and adjustments against the customer accounts. Credit adjustments and write - offs should be considered.
- Demonstrate the ability of the system to post the receivables for sale of Urea based on pre-determined rules.

### **d. Cash and Bank Operations**

- Demonstrate the ability of the system to define in-house banks through which the organization does all their banking operations, and define the mode of payment (Petty Cash, Cheque, Bank Draft, RTGS, and NEFT). The bidder would be responsible to run the automatic payment program using the above mode of payments.
- Demonstrate the automatic reconciliation of transactions for receipts and payments with respect to the bank statement.
- Demonstrate the ability of the system to disburse fixed funds on monthly basis from the HO entity to the subsidiary plants as per the requirement.
- Demonstrate the ability of the system to generate printed cheque maintain cancelled

payment, track bounced cheque and maintain the account entries for the same.

- Demonstrate the ability of the system to trigger automated emails for payment dues (dunning) of more than 3 months.

#### **e. Asset Accounting**

- Demonstrate the ability of the system to maintain Asset Master containing all the relevant details of the asset and sub-assets wherever applicable. In addition to that transfers between any organizational unit and asset class.
- Demonstrate the ability of the system to process multiple depreciation runs for different depreciation methods (Straight Line Method, Declining Base Method, etc.) .The integration aspect of asset accounting with the respective GLs should also be considered in the demonstration.
- Demonstrate the following scenarios along with relevant transaction posting:
  - Asset Sale
  - Asset Retirement
  - Asset Scrap
  - Asset Import (consider the landing cost and currency exchange value when deprecating the asset.)
- Demonstrate the provision to capitalize spares as per companies act in the system.

#### **f. Year End Closing**

- Demonstrate the ability of the system to generate P&L statement week wise, month wise and yearly and carry forward the previous balance on the next fiscal year.
- Demonstrate the provision to generate financial statements (format available with the bidder) and generate reports like (but not limited to) trial balances, transaction lists, financial statements at various levels etc.

#### **g. Subsidy**

- Demonstrate the ability of the system to integrate the COTS ERP system with FICC website to record the subsidy invoices
- Demonstrate the ability of system to clear the sales invoice with subsidy invoices received in order to check the subsidy due
- Demonstrate the ability of system to integrate with FICC system in order to bring the dealer-retailer-farmer network in COTS ERP system for sales planning and consumption details.

### **3. Operations & Maintenance Management**

#### **A. Operations Management**

##### **a. General Features**

- Demonstrate the ability of the system to maintain a database of technical design of urea plants (with details such as diagrams of boilers, turbines, generators, conveyers, accessories, layouts etc.) and monitoring the same on various parameters such as efficiency and comparison of the same with predefined targets and norms.
- Demonstrate the system's capability to generate reports giving a comparison on

the performance of similar equipment of similar units. Computation of various KPI such as Plant Availability Factor, Heat Rate, Fuel Consumption, Energy Consumption etc. should also be demonstrated by the bidder based on simulations and dummy data.

- Chronological reporting (i.e. previous year's data on DPR).
- Equipment health/age monitoring (equipment replace/repair alert based on the age/performance).

#### **b. Costing and Budgeting**

- Demonstrate ability of the system to maintain data required for operating cost computation and computation of the same.
- Demonstrate the ability of the system in supporting the preparation of budgets for preventive and annual maintenance. The bidder should also demonstrate the ability to keep track of the amount allocated to each unit against the work in progress.

### **B. Maintenance Management**

#### **a. Maintenance Planning**

- Demonstrate ability of the system to plan various activities for the equipment including overhauling (capital, annual, etc.).
- Demonstrate ability of the system to support different types of maintenance including Preventive, Predictive, and Breakdown etc.
- Demonstrate ability of the system to generate a recommended schedule / shift pattern on the basis of due dates, work priorities / criticality, resource availability. Also, ability to automatically schedule down to work crew level triggered preventive maintenance work.
- Demonstrate ability of the system to allocate resources based on various parameters.
- Demonstrate ability of the system to graphically depict and manipulate online schedules in the form of GANTT charts by multiple variables.
- Demonstrate ability of the system to forecast such as material requirement, tool requirement and generating indents automatically for tendering acquisition of the same.

#### **b. Work Requisitions and Orders**

- Demonstrate creation of work requisitions, lookup for relevant spares based on the equipment BOM and reservation of the same.
- Demonstrate ability of the system to create a work order for all types of work by estimating the job duration, resource requirements, material requirements, and contractor requirements and allocate a work priority. The work order shall also identify the labor type and/or crew (s) allocated to the work, description of the work and the duration of the work. It is likely that for Emergency work, the Work Order details could be provided via an electronic interface email / SMS.

- Demonstrate the ability of the system to link a Work Order to Financial account code and closing of the Work Order accordingly.
- Demonstrate automatic raising of requisitions for material, contractor etc. once the work has been scheduled and closing of the Work Orders once the last of the scheduled activities has been completed.

**c. Cost Control**

- Demonstrate system's ability to cost internal maintenance and contractor hours accordingly as per the predefined standard charge rate or established agreement with the contractor respectively.
- Demonstrate ability of the system to reconcile the hours invoiced by the contractor against those appearing in the Work Order.

**d. Safety and clearance permits or Work permits**

- Demonstrate ability of the system to undertake various activities, which form part of the safety clearances and work permits.

**4. Dispatch and logistics**

Demonstrate the dispatch and logistic process for below mentioned workflow:

- 1) Requirement collection from zonal marketing offices
- 2) Dispatch instructions as per input from sales office team for daily dispatches from unit
- 3) Transportation activities, H & M contract for rakes, trucks, movement plan preparation.
- 4) Preparation of gate pass for transportation vehicles
- 5) Rake and Truck placement
- 6) Out gate pass for outbound delivery
- 7) E-Way bill linking with invoices
- 8) Intimation of PR number to distributors and tracking of shipment
- 9) Rake receipts generation by area office on mobile application mentioning cut, torn, and material in transit.
- 10) Control of direct sale from rake point and warehouses being managed by dealer on behalf of NFL

**5. E-office solution**

Demonstrate the E-office solution for below mentioned scenarios:

- 1) Document Management System User Interface
  - Search, Viewing, Editing and Versioning of a Document
  - Detailed Audit Trail visibility to admin of the Document
  - Dashboard for the activities performed
  - Annotations on the document
- 2) File Creation and Tracking
  - File Creation

- File Movement to multiple participants
  - Addition of Annexures to moving file
- 3) Workflow Automation
- Workflow Designer
  - Web Form Designer
  - Serial and Parallel Workflow
- 4) Records Management
- Retention Policies Configuration
  - Physical Records Management

#### **1.44 Contacting the Purchaser**

- i. From the time of bid opening to the time of contract award, if any bidder wishes to contact the purchaser on any matter related to the bid, he shall do so in writing.
- ii. If a bidder tries to influence the purchaser directly or otherwise, interfere in the bid evaluation process and the contract award decision, his bid will be rejected.

#### **1.45 Purchaser's Right**

- i. The purchaser reserves sole right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to contract award without giving any information, reason whatsoever and will not be liable to any of such bidders in any form.
- ii. NFL & RFCL can extend the time for submission of all proposals at its own discretion.
- iii. The purchaser reserves sole right to negotiate on any terms of contract agreement with the Bidder who becomes eligible for award of the contract.
- iv. NFL & RFCL can interview the personnel being deployed on the project.

#### **1.46 Notification of Award**

- i. Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing that its bid has been accepted.
- ii. The notification of award will constitute the formation of the contract.

#### **1.47 Signing of Contract**

- i. Contract agreement incorporating all agreements between the parties has to be signed within Thirty (30) Days from the date of issue of work order.
- ii. The Contract Agreement (Refer Annexure V & VI – Volume III) has to be signed in English language in two original copies, one each for Purchaser and Vendor.
- iii. Subject to fulfillment of all clauses, separate work orders for NFL & RFCL shall be issued by NFL & RFCL to the system integrator. In case of any unforeseen circumstances if work order is not issued within bid validity period, the bidder has to extend the bid validity as desired by the purchaser. Both the contracts will be mutually exclusive of one another and would not have any implication whatsoever inter-se. Contractor and NFL/RFCL as the case may be, shall

- be responsible to each other independently in respect of their obligations as per their respective contracts.
- iv. Failure of the system integrator to sign the contract agreement shall constitute sufficient grounds for the annulment of the award, in which event purchaser may at its sole discretion make the award to the next best value bidder(s) or call for new proposals and invoke the EMD of the system integrator.
  - v. Upon system integrator's furnishing of Contract Performance Guarantee (CPG), NFL & RFCL will promptly notify each unsuccessful bidder and will return its bid security.
  - vi. Bidder shall be signing the separate contract agreement and submitting the Separate Contract Performance Guarantee (CPG) to NFL and RFCL.
  - vii. The contract performance guarantee to be provided by the bidder shall be 10% of total Contract Price (excluding GST) separately for NFL and RFCL as per respective work orders.
  - viii. The contract performance guarantee shall be submitted to the purchaser as per the Volume - III within 30 days of date of work order. The contract performance guarantee should be valid for a period till completion of 6 months after the expiry of entire contract period (72 months) from the date of signing of contract agreement, with total period being 78 months and renewable thereafter throughout the duration of the contract.
    - a. The bid security of unsuccessful bidders will be returned after issue of work order to the system integrator by the purchaser, signing of the contract agreement and submission of Contract Performance Guarantee (CPG) by the system integrator.
    - b. The bid security (EMD) of the system integrator will be returned after signing of contract agreement and submission of required contract performance guarantee by the system integrator.
    - c. No interest shall be payable by the purchaser on the aforesaid bid security.
    - d. Performance Guarantee will be refunded after satisfactory completion of O&M period against issue of written certificate in this regard by NFL & RFCL.
    - e. The Performance guarantee shall cover additionally the following guarantees to NFL & RFCL
      - The system integrator guarantees the successful and satisfactory operation of the equipment furnished and installed under the contract, as per the specifications and documents.
      - The system integrator guarantees the total package for COTS ERP Solution & IAAS infrastructure are equipped with necessary hardware, software and sufficient number of licenses as required by the complete solution. Installed software and hardware required for successful, efficient and robust operation of the COTS ERP Solution + IaaS hosting are working smoothly and are free from any type of defect or issue which may adversely affect the working of the entire solutions..
      - The system integrator further guarantees that complete COTS ERP solution & IaaS hosting supplied, installed, configured, tested and commissioned by him/his sub vendors shall be free from all defects in design, material and workmanship. In case of any issue arising due to defects in design, material and poor workmanship, the system integrator shall fully remedy the issues free of expenses to NFL & RFCL upon receipt of written notice from NFL & RFCL during the entire period of contract,.
    - f. There will be separate contract performance guarantee for both NFL & RFCL as per the separate contracts.

The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Grameen/Co-operative Bank in the form specified by NFL against Security Deposit for the faithful and proper fulfillment of the contract. The Bank Guarantee should be valid for a period of 72 months plus 6 months claim period from the date of signing of contract agreement. The Bank Guarantee should be submitted by Bankers directly to NFL & RFCL in a sealed cover and not through supplier. The Party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to:

- a. NFL - SBI, Corporate Accounts Group Branch, 4th & 5th Floor, Red Fort Capital, Parsvanath Towers, Gole Market New Delhi-110001, IFSC - SBIN0017313
- b. RFCL – SBI, Commercial Branch, Nehru Place, Delhi (110019), IFSC – SBIN0004298

#### **1.48 Change in Name of the Bidder**

If due to mergers, acquisitions, divestitures or any other circumstances, if the name of the bidder is changed at any time from the submission of bid to selection of bidder, the bidder must inform NFL & RFCL with all required documents within thirty (30) days of its name change.

#### **1.49 Enforcement of terms**

The failure of either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not Preclude or prejudice either party from exercising the same or any other right.

## 1.50 Payment Terms

### For NFL:-

The payment schedules for the implementation of COTS ERP Application and Operations & Maintenance phase are as follows:

Project Milestones	Hosting (IaaS)	COTS ERP Application License	COTS ERP Implementation Cost	Timelines From date of Work Order- (T0)
<b>License</b>				
COTS ERP License Cost and AMC for Year 1 On installation (Table A: 1 – a, 2- a of price schedule – 80 Licences		100%		T0 to 1 month
E-office License Cost and AMC for Year 1 On installation (Table A: 1 – b, 2- b of price schedule – 40 Licences		100%		T0 to 1 month
Other Licenses and AMC apart from Core ERP functions and E-office solution (If any) (Table B – 6, 7) – in the same ratio of COTS ERP Licenses		100% of 1 <sup>st</sup> Year		T0 to 1 month
<b>Implementation Phase</b>				
Successful completion of current state assessment, gap analysis and business design sign off	20% of 1 <sup>st</sup> year cost		10% of Implementation cost	T0 to Up to 3 months
Master Data Sanitization and codification of Item Codes	20% of 1 <sup>st</sup> year cost		15% of Implementation cost	T0 to 6 months
Successful completion of UAT			20% of Implementation cost	T0 to 8 months
Go Live of COTS ERP	20% of 1 <sup>st</sup> year cost		15% of Implementation cost	T0 to 9 Months
Successful completion of stabilization period (T1)	20% of 1 <sup>st</sup> year cost		20% of Implementation cost	T0 to 12 months
<b>Operations &amp; Maintenance Phase</b>				
First Quarter from the Implementation date			20% of Implementation cost	T1 + 3 Months

Eight quarterly installments over two (2) years from the Implementation (COTS ERP application support-ATS), each installment depending upon the quarterly performance level assessed on the basis of SLAs defined in this NIT for Implementation support to be paid at end of quarter.			12.5% of total ATS charges of 2 years post implementation	T1 to 24 Months
First Quarter from the Implementation date	20% of 1 <sup>st</sup> year cost			T1 + 3 Months
Twenty quarterly instalments over five (5) years from the Implementation date, each installment depending upon the quarterly performance level assessed on the basis of SLAs defined in this NIT (SI-Overall) to be paid at end of quarter.	5% of total hosting charges of 5 years post implementation			After 1 year of commissioning of IaaS + 5 years
a. COTS ERP License Cost – 1420 Nos. b. E-office License Cost – 460 Nos. c. Other Licenses apart from Core ERP functions and E-office solution (If any) for remaining Licenses		100%		T1
a. AMC pro-rata Payment of Licenses (1420) till completion of year. b. E-office AMC – 460 Nos. till completion of year. c. AMC of Other Licenses apart from Core ERP functions and E-office solution (If any) for remaining Licenses till completion of year		100% of respective period		T1
a. Yearly AMC Payment of ERP Licenses (1500), over remaining years as per contract.		100% of respective year		After 1 year of license procurement + 5 years

b. Yearly AMC Payment of E-office Licenses (500), over remaining years as per contract.				
c. Yearly AMC of Other Licenses apart from Core ERP functions and E-office solution (If any)				
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>72 Months</b>

#### **Payment Terms for SDWAN and Bandwidth**

<b>Milestones</b>	<b>SDWAN Subscription</b>	<b>Bandwidth</b>	<b>Timelines From date of Work Order (T0)</b>
Quarter 1- Deployment of SDWAN Solution	8% of total 6 years	8% of total 6 years	3 Months (Q1)
23 quarterly installments over Six (6) years from deployment of SDWAN Solution	4% Each Quarter of total 6 years	4% Each Quarter of total 6 years	Q1 to 23 Quarters
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>72 Months</b>

### **For RFCL:-**

The payment schedules for the implementation of COTS ERP Application and Operations & Maintenance phase are as follows:

<b>Project Milestones</b>	<b>Hosting (IaaS)</b>	<b>COTS ERP Application License</b>	<b>COTS ERP Implementation Cost</b>	<b>Timelines From date of Work Order (T0)</b>
<b>License</b>				
COTS ERP License Cost and AMC for Year 1 On installation (Table A: 1 - a, 2 - a) of price schedule – 40 Licences		100%		T0 to 1 Month
E-office License Cost and AMC for Year 1 On installation (Table A: 1 – b, 2- b of price schedule – 20 Licences		100%		T0 to 1 Month
Other Licenses and AMC apart from Core ERP functions and E-office solution (If any) (Table C – 6, 7) – in the same ratio of COTS ERP Licences		100% of 1 <sup>st</sup> Year		T0 to 1 Month
<b>Implementation Phase</b>				
Successful completion of current state assessment, gap analysis and Business Design sign off	15% of 1 <sup>st</sup> year		10% of Implementation cost	T0 up to 2 Months
Master Data Sanitization and codification of Item Codes	15% of 1 <sup>st</sup> year		15% of Implementation cost	T0 to 4 Months
Successful completion of UAT			20% of Implementation cost	T0 to 6 Months
Go Live of COTS ERP	15% of 1 <sup>st</sup> year		15% of Implementation cost	T0 to 7 Months
Successful completion of stabilization period (T1)	15% of 1 <sup>st</sup> year		20% of Implementation cost	T0 to 9 Months
<b>Operations &amp; Maintenance Phase</b>				

First Quarter from the Implementation date			20% of implementation cost	T1 + 3 Months
Eight quarterly installments over two (2) years from the Implementation (COTS ERP application support- ATS), each installment depending upon the quarterly performance level assessed on the basis of SLAs defined in this NIT for Implementation support to be paid at end of quarter.			12.5% of total ATS charges of 2 years post implementation	T1 to 24 Months
Quarterly instalment of 1 quarter from the Implementation date, each installment depending upon the quarterly performance level assessed on the basis of SLAs defined in this NIT to be paid at end of quarter	20% of 1 <sup>st</sup> year cost			T1 + 3 months
First Quarter from the Implementation date	20% of 1 <sup>st</sup> year cost			T1 + 3 Months
Twenty quarterly instalments over five (5) years from the Implementation date, each installment depending upon the quarterly performance level assessed on the basis of SLAs defined in this NIT (SI-Overall) to be paid at end of quarter	5% of total hosting charges of 5 years post implementation			After 1 year of commissioning of IaaS + 5 years
a. COTS ERP License Cost – 285 Nos. b. E-office License Cost – 80 Nos. c. Other Licenses apart from Core ERP functions and E-office solution (If any) for remaining Licenses.		100%		T1

<p>a. AMC pro-rata Payment of Licenses (285) till completion of year.</p> <p>b. E-office AMC – 80 Nos. till completion of year.</p> <p>c. AMC of Other Licenses apart from Core ERP functions and E-office solution (If any) for remaining Licenses till completion of year</p>		100% of respective period		T1
<p>a. Yearly AMC Payment of ERP Licenses (285), over remaining years as per contract.</p> <p>b. Yearly AMC Payment of E-office Licenses (80), over remaining years as per contract.</p> <p>c. Yearly AMC of Other Licenses apart from Core ERP functions and E-office solution (If any)</p>		100% of respective year		After 1 year of license procurement + 5 years
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>72 Months</b>

#### **Payment Terms for SDWAN & Bandwidth**

<b>Milestones</b>	<b>SDWAN Subscription</b>	<b>Bandwidth</b>	<b>Timelines From date of Work Order (T0)</b>
Quarter 1- Deployment of SDWAN Solution	8% of total 6 years	8% of total 6 years	3 Months (Q1)
23 quarterly installments over Six (6) years from deployment of SDWAN Solution	4% Each Quarter of total 6 years	4% Each Quarter of total 6 years	Q1 to 23 Quarters
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>72 Months</b>

### **Payment Terms for mail messaging and Antivirus**

<b>Categories</b>	<b>Mail Messaging Solution</b>	<b>Anti-Virus Solution</b>	<b>Timelines From date of Work Order (T0)</b>
Quarter 1 – After Deployment of Mail messaging and Anti-virus solution	8% of total 6 years	8% of total 6 years	3 Months (Q1)
23 quarterly installments over Six (6) years from T1 (Deployment of Mail messaging and Anti-virus solution)	4% * 23 Quarters	4% * 23 Quarters	Q1 to 23 Quarters

<b>Payment Terms - Instructions</b>	
<b>Sl. No.</b>	<b>Important Notes</b>
1	Implementation of COTS ERP solution services including Design, Configuration, Developments (RICEF), Testing, Training, Knowledge transfer, Documentation, change management as per the phase wise deliverables.
2	Payment will be made as per the schedule mentioned in above table
3	Additional Costs for rendering any work which is not part of the scope of work - Payment will be based on actual man-days utilized as certified by the company within 30 days from the submission of invoice, complete in all respects with documentary evidence.
4	Payment for licenses shall be made as and when supplied to the company on written confirmation by SI within 30 days from the submission of invoice, complete in all respects with documentary evidence.
5	IaaS hosting related services for each quarter would be paid at end of each quarter starting post implementation.
6	Milestone based payments will be done after successful completion of milestone. In case of any delay in achieving any milestone (i.e. beyond contractual delivery date) invoice shall be raised after reducing the invoice value on account of price reduction as per Clause No. 2, Section V of the NIT regarding "Delayed Delivery".
7	Payments related to post implementation support (ATS) shall be paid quarterly upon successful completion of the obligations related to each quarter under consideration. This shall mean the successful documentation and completion of all related support activities for the quarter under consideration, including relevant deliverables.
8	All other AMC/Subscription payments except ERP license will be paid at the end of respective period.
9	All payments under the contract wherever referred in the NIT will be released within 30 days from the submission of invoice, complete in all respect with supporting documents.

## **1.51 Other General Terms and Conditions**

### **Relationship between the Parties**

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between 'NFL & RFCL' and the 'Bidder'. The bidder, subject to this contract will have complete charge of its personnel (and third parties, if any), performing the services under this project from time to time. The bidder shall be fully responsible for the services performed by them or on their behalf hereunder.

### **Standards of Performance**

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to NFL & RFCL. The bidder shall always support and safeguard the legitimate interests of NFL & RFCL, in any dealings with the third party. The bidder shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country and conform to the standards laid down in this NIT document, in totality.

### **Delivery and Documents**

- i. The contractor shall submit all the deliverables on due date as per the delivery schedule. The bidder shall not without NFL & RFCL's prior written consent disclose the contract, drawings, specifications, plans, patterns, samples to any person / agency other than an entity employed by NFL & RFCL for the performance of the contract. In case of termination of the contract, the entire document(s) used by contractor in the execution of project shall become property of NFL & RFCL.
- ii. The contractor shall also provide other necessary documentation like user manuals, license certificates, brochures (as applicable) as part of the deliverables.
- iii. The contractor shall provide all necessary support whenever requested by NFL & RFCL during the period of pilot implementation.

### **Governing Language**

The contract shall be written in 'English Language'. English version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

### **Suspension**

NFL & RFCL may, by written notice to contractor, suspend all payments to the contractor hereunder if the contractor fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension-

- a) Shall specify the nature of failure.
- b) Shall request the contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the contractor of such notice of failure.

## **Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the Contract Agreement.

## **Progress of the Project**

The contractor would be required to intimate the progress of the project to NFL & RFCL in a frequency and manner as may be prescribed post mutual consultation and agreement with the bidder after the award of contract.

## **Forfeiture of Performance Bank Guarantee**

- i. In case of a system integrator, the PBG submitted by the bidder shall be forfeited under the following conditions:
  - a) If the SI violates any terms and conditions of the contract.
  - b) If the SI indulges any such activities as would jeopardize the interest of NFL & RFCL in timely completion of contract.
- ii. The decision of NFL & RFCL regarding forfeiture of PBG shall be final and not be called upon question under any circumstances. A default in such a case may involve black listing of the bidder.

## **Probity & Publicity**

NFL & RFCL shall require all the bidders to:

- a) Declare any actual or potential conflict of interest.
- b) Not collude with any other bidder or any other contractor who is a potential bidder.
- c) Comply with all laws in force in India applicable to the bidding procedure.
- d) Not attempt to influence the outcome of the bidding procedure by offering any employment, payment or any other incentive to or in any way seek to improperly influence any person employed/ engaged by NFL & RFCL.
- e) Not make any press releases or responses to media enquiries and questions pertaining to this process or the subsequent selection process without NFL & RFCL's written approval.

If the bidders act contrary to these requirements, NFL & RFCL reserves the right to:

- A) Terminate negotiations
- B) Terminate consideration of the bid and

C) Terminate any contract that may have been executed by NFL & RFCL with such bidder without any obligation on NFL & RFCL to make any payments to the bidder.

### **Reservation of Rights**

NFL & RFCL reserves the right to:

- i. Extend the closing date for submission of the bids.
- ii. Amend the bid requirements at any time prior to the closing date, provided that the amendment is notified to prospective bidders.
- iii. Seek information from or negotiate with one or more of the bidders on any issue at any time and to continue to negotiate with one or more of the bidders.
- iv. Discontinue negotiations at any time with any bidder.
- v. Terminate or abandon this procedure or the entire project before or after the receipt of bids.
- vi. Seek the advice of external consultants to assist NFL & RFCL in the evaluation or review of bids.
- vii. Make enquiries of any person, company or organization to ascertain information regarding the bidder and their bid.
- viii. Reproduce for the purpose of this procedure the whole or any portion of the NIT document despite any copyright or other intellectual property right that may subsist in the NIT document.

### **Breach of Statutes**

The system integrator shall indemnify NFL & RFCL against all damages and liabilities of every kind of breach of any statutes, ordinance, rules and regulations or by-laws as may be applicable for and in the execution of the contract.

### **Waiver**

Any waiver by NFL & RFCL of any breach of the terms or conditions of the contract shall not constitute waiver of any subsequent breach of the same.

### **Project Timelines**

Please refer NFL & RFCL envisaged timelines for the execution of this project. Bidders are required to submit a detailed work plan indicating phase wise activities and timelines to complete each activity as listed. Bidders should also indicate any dependencies in any of these activities, which may result in any considerable delays/ deviations from the work plan.

### **Miscellaneous**

The product of the work assignment carried out by the bidder, in any form, will be the sole property of NFL & RFCL.

**Note:- In the event the bidder's company or the concerned division of the company is taken over/ bought over by another company, all the obligations under the agreement with NFL & RFCL, should be passed on the compliance by the new company/ new**

**division in the negotiation for their transfer.**

### **Section III – Scope of Work**

#### **1. General Scope of Work**

The SI under this project would be engaged on a turnkey basis for implementing the solution and providing complete support in its functioning for the stipulated time-period. The system would be implemented for all departments of NFL & RFCL.

The successful implementation of this project requires the SI to provide quality and timely services to NFL & RFCL. All the activities performed by the SI during different phases of the project shall be closely monitored. The SI is strongly advised to carefully read the Schedule of Services and quote accordingly.

The broad schedule of services for the SI during the period of contract/ engagement would include (but not limited to):

##### **a) For NFL:-**

- Supply of COTS ERP product licenses to cater to 1500 users (80 Licenses in First Quarter and rest of 1420 after go-live) of NFL.
- Responsible for supply, design, configuration/development, testing and installation of selected COTS ERP solution along with required licenses.
- Study existing IT infrastructure including WAN, LAN at all locations, IT Security, Server, Hardware, Network infrastructure, IT management solutions, DC & DR strategy and specifications and recommendations on requirement of hardware & networking to operate the COTS ERP environment.
- Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of NFL.
- Design, develop and implement change management Plan in a phased manner in line with the COTS ERP implementation plan.
- Installation of offered COTS ERP solution & related software at NFL.
- Installation and commissioning of infrastructure in Cloud Platform (IaaS) end to end for catering the need of NFL users and proposed processes .
- Periodic technology refresh (Hardware) as per industry best practices.
- Monitor & report project status every week.
- Process specific COTS ERP training to NFL COTS ERP core team (Train the trainer).
- Training in COTS ERP solution to NFL function specific process owners.
- End User Training manuals for COTS ERP for the company business users.
- Integration with NFL's engineering software and support applications, wherever applicable.
- Customization & Developments to enable business specific process requirements.
- Development of day to day monitoring Reports and management dashboards.

- Preparation of Solution design document/workflows.
- Design review by product vendor (OEM).
- Testing: Unit Testing, Integration Testing, Performance Testing, and User Acceptance Testing.
- Data Migration: Master Data & Cut-Over Data migration strategy, Master Data Sanitization and Unique Codification of items for plants, Data Migration.
- Complete signoff from business process owners and top management.
- User creation, authorizations, risk review matrix.
- Final implementation review by product vendor (OEM).
- Provide annual maintenance support (AMC) including the implementation of latest upgrades, service packs, enhancements and patches to the offered COTS ERP product and other products during the 5 years AMC period post the implementation.
- Provide support services including full-fledged help desk solution post-implementation until end of ATS (2 years post implementation).
- Provide post implementation technical & functional support services, which include the rectification of all the latent or identified defects, bugs and improvements for two years from the end of implementation period.
- Periodic tool based SLA monitoring and reporting.
- Provide required assistance to the company and other associated agencies during finalization of disaster recovery strategy finalization and disaster recovery site setup.
- E-Office/Document Management System- Integrated file and records management system that allows employees to manage content, search for data internally and collaborate. It should also enable the electronic management, storage, movement & tracking of files, along with archival and retrieval of data. E-office management solution includes Document Management System and proposals including green note sheet (Work flow for office note approvals) integrated with COTS ERP being offered.
- Portal for dealers and suppliers along with enterprise portal
- E-tendering solution through supplier portal.
- Mobile applications (iOS & Android) for management for work flows & dashboards.
- Receipt of fertilizer subsidy being important aspect, it is re-emphasized that in the proposed COTS ERP, it should be possible to integrate and generate data for uploading on Dept. of Fertilizers IFMS (Integrated Fertilizers Monitoring System) and there should be provision in COTS ERP for creating dealer/ retailer wise memoranda details of sale and stock position based on the data retrieved from DoF's website such as IFMS.
- Deployment and Installation of Link Load Balancer (existing or new), which should be from Gartner's leading quadrant as per latest Gartner report.
- Deployment and Installation of SD-WAN. The objectives of implementing SD-WAN solution is as following:
  - i. To build a transport independent overlay network to connect all the units/plants/offices using all available transport options including MPLS, Internet (broadband, leased line etc.), Cellular (4G/3G) and LTE.
  - ii. To provide a secure and encrypted overlay independent of the transport layer and have the ability to offload Internet destined traffic closer to the edge of the network.
  - iii. To allow for load sharing of traffic across multiple WAN connections in an efficient and dynamic fashion that can be based on business and/or application policies.
  - iv. Ability to monitor quality parameters like round-trip delay, jitter, packet drop etc. and route critical applications on the link with better characteristics.

- v. Visibility of traffic flowing across all the links.
- vi. Bandwidth optimization: visibility on application-wise bandwidth consumption and use all available bandwidth in optimal way
- vii. To simplify the complexity associated with management, configuration and orchestration of WAN.

#### Summary of Proposed SD-WAN Solution

- i. SD-WAN solution should employ centrally managed WAN edge devices placed in units/plants/offices to establish logical connections with other branch edge devices across the physical WAN. These logical connections should create secure paths across multiple WAN connections and carriers, such as hybrid Internet, LTE and Multiprotocol Label Switching (MPLS) architecture. SD-WAN solutions should allow for load sharing of traffic across multiple WAN connections in an efficient and dynamic fashion that can be based on business and/or application policies. SD-WAN solution should dramatically simplify the complexity associated with management, configuration and orchestration of WANs.
- ii. The proposed solution should also provide self-service capabilities, which gives configuration access to Bank, and the on-site engineers deployed by the service providers at the site(s).
- iii. The proposed solution should support distributed cloud gateway architecture to facilitate the communications between sites on private WAN (MPLS or ILL) and public Internet.
- iv. The proposed SD-WAN solution should have the following minimum features: Application visibility and Analytics, Centralized Orchestration & Policy Management, Transport Independent Overlay Solution, Application Aware Routing, Performance based App Aware Routing & Load Sharing, Segmentation & Dynamic Topologies, Application Based QoS, Local Internet Break out, Path Brownout, Security & Encryption, Managed service offering, Self Service Portal etc.

#### **b) For RFCL:-**

- Supply of COTS ERP product licenses to cater to 325 users (40 Licenses in First Quarter and rest of 285 after go-live) of RFCL.
- Responsible for supply, design, configuration/development, testing and installation of selected COTS ERP solution along with required licenses.
- Study existing IT infrastructure including WAN, LAN at all locations, IT Security, Server, Hardware, Network infrastructure, IT management solutions, DC & DR strategy and specifications.
- Recommendations on requirement of hardware & networking to operate the COTS ERP environment.
- Study and commissioning of bandwidth solution (end to end) at corporate office, each plant location and all the zonal offices mentioned under section "Geographic Scope" for catering the need to regular as well as ERP users. This scope will be covering MPLS or ILL requirements as per applicability at all the mentioned locations of RFCL.
- Design, develop and implement change management plan in a phased manner in line with the COTS ERP implementation plan.
- Installation of offered COTS ERP solution & related software at RFCL.

- Installation and commissioning of infrastructure in Cloud Platform (IaaS) end to end for catering the need of RFCL users and proposed processes.
- Periodic technology refresh (Hardware) as per industry best practices.
- Monitor & report project status every week.
- Process specific COTS ERP training to RFCL's COTS ERP core team (Train the trainer).
- Training in COTS ERP solution to RFCL's function specific process owners.
- End User Training manuals for COTS ERP for the company business users.
- Integration with RFCL's engineering software and support applications, wherever applicable.
- Customization & developments to enable business specific process requirements.
- Development of day to day monitoring Reports and management dashboards.
- Preparation of solution design document/workflows.
- Design review by product vendor (OEM).
- Testing: Unit Testing, Integration Testing, Performance Testing, and User Acceptance Testing.
- Data Migration: Master data & Cut-Over data migration strategy, Master Data Sanitization and Unique Codification of items for plants, Data Migration.
- Complete signoff from business process owners and top management.
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- Final implementation review by product vendor (OEM).
- Provide annual maintenance support (AMC) including the implementation of latest upgrades, service packs, enhancements and patches to the offered COTS ERP product and other products during the 5 years AMC period post the implementation.
- Provide support services including full-fledged help desk solution post-implementation until end of ATS (2 years post implementation).
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- Portal for dealers and suppliers along with enterprise portal.
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- Mobile applications (iOS & Android) for management for work flows & dashboards.
- Receipt of fertilizer subsidy being important aspect, it is re-emphasized that in the proposed COTS ERP, it should be possible to integrate and generate data for uploading on dept. of fertilizers IFMS (Integrated Fertilizers Monitoring System) and there should be provision in COTS ERP for creating dealer/ retailer wise memoranda details of sale and stock position based on the data retrieved from DoF's website such as IFMS.
- Deployment and Installation of Link Load Balancer (if required), which should be from

Gartner's leading quadrant as per latest Gartner report.

- Deployment and Installation of SD-WAN. The objectives of implementing SD-WAN solution is as following:
  - i. To build a transport independent overlay network to connect all the units/plants/offices using all available transport options including MPLS, Internet (broadband, leased line etc.), Cellular (4G/3G) and LTE.
  - ii. To provide a secure and encrypted overlay independent of the transport layer and have the ability to offload Internet destined traffic closer to the edge of the network.
  - iii. To allow for load sharing of traffic across multiple WAN connections in an efficient and dynamic fashion that can be based on business and/or application policies.
  - iv. Ability to monitor quality parameters like round-trip delay, jitter, packet drop etc. and route critical applications on the link with better characteristics.
  - v. Visibility of traffic flowing across all the links.
  - vi. Bandwidth optimization: visibility on application-wise bandwidth consumption and use all available bandwidth in optimal way
  - vii. To simplify the complexity associated with management, configuration and orchestration of WAN.

#### Summary of Proposed SD-WAN Solution

- i. SD-WAN solution should employ centrally managed WAN edge devices placed in units/plants/offices to establish logical connections with other branch edge devices across the physical WAN. These logical connections should create secure paths across multiple WAN connections and carriers, such as hybrid Internet, LTE and Multiprotocol Label Switching (MPLS) architecture. SD-WAN solutions should allow for load sharing of traffic across multiple WAN connections in an efficient and dynamic fashion that can be based on business and/or application policies. SD-WAN solution should dramatically simplify the complexity associated with management, configuration and orchestration of WANs.
  - ii. The proposed solution should also provide self-service capabilities, which gives configuration access to Bank and the on-site engineers deployed by the service providers at the site(s).
  - iii. The proposed solution should support distributed cloud gateway architecture to facilitate the communications between sites on private WAN (MPLS or ILL) and public Internet.
  - iv. The proposed SD-WAN solution should have the following minimum features: Application visibility and Analytics, Centralized Orchestration & Policy Management, Transport Independent Overlay Solution, Application Aware Routing, Performance based App Aware Routing & Load Sharing, Segmentation & Dynamic Topologies, Application Based QoS, Local Internet Break out, Path Brownout, Security & Encryption, Managed service offering, Self Service Portal etc.
- Implementation of Mail Messaging solution and Anti-Virus solution at RFCL with minimum below specifications:

#### **Antivirus Solution:**

- 1) Antivirus solution must be a COTS solution from a leading OEM.
- 2) All-inclusive protection. This means protection against the following types of threats like Viruses, Trojans (Horses) Worms, Spyware, Rootkits, Ransomware, Web threats.

- 3) Provide reliable protection without causing conflicts with other programs installed on the computer, protect its processes from unwanted termination, provide up to date protection & automate security scans.
- 4) Be fast in scanning computer for threats.
- 5) Automatic signature update mechanism.
- 6) 24/7 Support over the call, mail and live chat.

#### **E-mail solution:**

- 1) Proposed Mail Messaging solution must be a COTS product with Global recognition and acceptance.
- 2) Email hosting with minimum of 50 GB mailbox.
- 3) Custom email domain address.
- 4) Web based versions of word processor, spreadsheet application & slideshow presentation maker as a built in features for easy collaboration of work.
- 5) File storage and sharing with minimum of 50 GB.
- 6) Online meetings and video conferencing support.
- 7) 24/7 phone and web support.
- 8) Web as well as mobile support.

The COTS ERP solution should address the diverse needs of the business, and the specific requirements of fertilizers related processes.

1.1. **Business Process Analysis:** SI shall study the business processes to supplement the understanding gathered from the high level business processes included in this NIT document. Therefore, SI's objective should be to develop comprehensive understanding of the existing business processes of NFL & RFCL before designing/ proposing the COTS ERP solution.

The system integrator shall be responsible for gap identification and resolution during COTS ERP implementation at NFL & RFCL. The system integrator will provide the detailed analytical reports pertaining to the functional or technical gaps along with the necessary solutions to overcome the gaps and the time frames. The system integrator will seek and incorporate any suggestions made by the company and the consultant to the gap report. The system integrator shall resolve gaps by proposing a suitable workaround or customizing the proposed solution by way of modifications/enhancements, as necessary, to the proposed software solution.

1.2. **Design and Develop the Inception Report:** The detailed project plan for the implementation is to be prepared at the commencement of the project. The COTS ERP implementation at NFL & RFCL will require a strong program management office and change management. The overall project management of the implementation shall be performed by the ERP Consultant (Deloitte). However, the system integrator shall be responsible for the planning and completion of tasks in a timely manner, manage the team and track the progress of the implementation. Necessary project management support, including issue trackers and risk indicators shall be prepared by the system integrator and shared with the consultant and the company every week. Any delays in the project shall be the sole responsibility of the system integrator, unless specifically related to decisions or actions assigned to the company through written communication.

**1.3. Requirement Study and Preparation of Business Blueprint & Design:** SI shall also carryout detailed requirement study for preparing the Business Blueprint Document along with Design Documents for implementation of COTS ERP application and web portal.

Preparing the Project Implementation Plan is also an essential part of the project, hence it is expected from the SI to perform following task very meticulously before finalizing the project implementation plan.

- a) Although, an indicative FRS has been provided, the bidder is responsible to carry out an independent system study at NFL & RFCL Corporate office and plants to thoroughly understand the functional and operational processes by:
  - i. Interacting with concerned officials and understanding the whole purpose
  - ii. Reviewing the existing systems, process, and existing application software
  - iii. Detailing various use cases scenarios
  - iv. Understanding/ assessment of data migration requirement and strategy
  - v. Understanding/ assessment of data inputs and outputs requirements by collecting all input forms, registers and report formats of NFL & RFCL
  - vi. Understanding/assessment of existing applications from prospective of integration with proposed application
- b) Conducting a detailed assessment of the functional, technical and operational requirements.
- c) Identify the core application processes/ sub-processes proposed to be implemented/ developed and rolled out under this project.
- d) The SI shall carry out the study of the existing IT systems for the exact requirement of interfacing/ integration with the existing legacy application.
- e) SI shall also be required to assess hardware and networking requirement for NFL & RFCL i.e. desktops/ laptops for internal users, upgradation of existing network etc. for the successful usage of COTS ERP system without facing any bottleneck from hardware and network capacity side. The SI shall submit the assessment report to NFL & RFCL along with COTS ERP requirement study so that NFL & RFCL could take required measures well within time.
- f) For the study of requirement, all incidental expenses like travelling, lodging-boarding, local conveyance etc. will be borne by bidder only.
- g) Bidder will be provided with limited access to office premises and internet access wherever applicable.
- h) Based on the above study, preparing the Business Blueprint Document clearly highlighting the gaps and the best practices available in the proposed solution. The document will indicate the additions/ modifications that need to be made to the business processes in view of the NIT implementation. The SI shall obtain the sign-off on Business Blueprint Document from NFL & RFCL.
- i) Based on the approved Business Blueprint Document, finalize the design documents, based on the principles of Enterprise Architecture (EA).
- j) Preparation and submission of Project Implementation Plan.

#### 1.4. **Develop detailed scope of functionalities to be implemented:**

The detailed scoping of the project to be implemented has to be finalized by the system integrator in association with NFL & RFCL management and the consultant. For an indicative list (but not limited to) of business requirements please refer Volume – II “Functional Requirement Specification” and “Technical Requirement Specification”.

The company will identify the functional heads/owners for each process. They would be responsible for review, comments and sign-off of the following which are to be prepared by the system integrator during implementation of COTS ERP at NFL & RFCL which includes, but may not be limited to:

- a. Functional Specification Document (FS)
- b. Technical Specification Document (TS)
- c. Configuration Documents

The leading practices/best industry practices would be proposed and incorporated in the business design, FS and TS by the system integrator wherever applicable. In addition to this, any statutory requirements or amendments directed by the government and any other regulatory body during the currency of the project shall be incorporated in FS/TS by the system integrator.

The system integrator shall provide and install a COTS ERP solution (including development/customization /configuration/workarounds) and related software licenses based on the final bill of quantities (BOQ). The development/configuration/customization process should ensure that the standards specified during the design phase are adhered to during the entire cycle. A standard methodology shall be adopted for Software Engineering, covering the entire SDLC (Software Development Life Cycle).

The system integrator shall also provide a relevant web portal developed as per the requirement of the company and should have inter-alia following contents –

- Employee Self Service portal for NFL & RFCL
- Access to All COTS ERP application through enterprise portal
- E-office management
- Supplier Portal
- Dealer Portal (for NFL only)
- E-tender portal
- Recruitment Portal

Based on the approved design, FS & TS, the system integrator shall be responsible for installation and configuration of the proposed COTS ERP solution including any required customization/development/interfaces.

#### 1.5. **Implementation of COTS ERP Application:**

- a) Implementation of COTS ERP Application: this includes design, customization, configuration, deployment and commissioning of COTS process(s)/ sub-process(s)/

functionalities to comply with the business needs of NFL & RFCL. The implementation shall be based on the approved business blueprint and design.

- b) The COTS ERP application will be based on the configuration/ customization of COTS product.
- c) During the implementation and commissioning of the COTS ERP application, circumstances may arise when at NFL & RFCL, most of the functions get computerized but some may still remain manual. The SI shall state how NFL & RFCL would function in such a scenario and how interfacing would be done between computerized system and manual processes, and vice-versa.
- d) Identify and Integrate with all internal and external systems and services as per the requirement of the proposed system.
- e) The bidders must submit the COTS ERP solution details along with the techno-commercial bid as per the details provided in this NIT.
- f) Access to specific elements of the application. The audit trail should provide a facility to trace the path of changes in the COTS ERP application.
- g) Configuring the specific system processes and third party applications.
- h) The Bidder is required to recommend the Database and design the System in line with specifications enlisted in this NIT.
- i) The SI will also be responsible for hosting the system on cloud platform on IaaS model.
- j) Carryout testing of the COTS ERP application including unit testing, integration testing, and system testing etc. along with User Acceptance Testing.
- k) Conducting various testing including Load Testing, Performance Testing etc. and making necessary changes in the proposed application based on such test results.
- l) All tools required for load testing and performance testing should be standard. In case any third Party tools are required, the same are to be arranged by the SI for this project.
- m) Any other work required to complete the proposed COTS ERP application as per the requirement of NFL & RFCL.
- n) The SI will provide detailed profile of the team proposed for implementation phase in the techno-commercial bid. A format for submitting the profiles of the proposed team is provided at Volume III of this NIT.

- 1.5.1. **Development:** Developments shall be in the nature of enhancements to existing applications, additional applications, additional reports and form changes etc. The system integrator shall validate and confirm the need for any such developments that are required in order to meet the functionality of processes. The system integrator has to undertake the following tasks:-
- a. Prepare a fitment analysis to identify suitable solutions that are required to meet business requirements, which cannot be met from a COTS ERP standard functionality or through a workaround.
  - b. Documenting the functional and technical specifications for enhancement, development and reporting requirements.
  - c. Prioritization of the development efforts and the estimates for reporting/ enhancement requirements.
  - d. Testing of developments.

- e. Document the procedures for implementing and minimizing the temporary/permanent developments, enhancements.
- f. Prepare a detailed procedure outlining the steps to be taken to ensure the smooth transition of these objects during periodic upgrades to newer versions of the COTS ERP solution.
- g. Elaboration of some of the applications to be interfaced with COTS ERP are provided in the following table.
- h. The system integrator shall also provide open standard interfaces to enable connecting the COTS ERP solution with statutory & regulatory agencies that require automated transactions over web/browser driven environments with other application software installed by external stakeholders including, but not limited to:

Application/Website	Proposed interface with offered COTS ERP Product
<a href="https://www.gst.gov.in/">https://www.gst.gov.in/</a>	ASP/GSP for Return Filing
<a href="https://ewaybill.nic.in/">https://ewaybill.nic.in/</a>	Eway Bill Filing
<a href="http://peso.gov.in/">http://peso.gov.in/</a>	Petroleum and explosive Safety
<a href="https://tin.tin.nsdl.com/">https://tin.tin.nsdl.com/</a> , <a href="https://contents.tdscpc.gov.in/">https://contents.tdscpc.gov.in/</a>	TDS
<a href="http://mfms.nic.in/">http://mfms.nic.in/</a>	Mobile Fertilizer Management System
<a href="http://www.pollutioncontrolboard.com">www.pollutioncontrolboard.com</a>	Pollution Control Board

The above list is indicative in nature and the system integrator may provide a different and better plan for the interfacing and integrations as applicable.

Interface/ Integration management and testing should be as per the standard of Open Systems Interconnection Model (OSI Model). This shall include development of exhaustive test scenarios and necessary corrections based on the testing results and feedback. The system integrator shall ensure completeness of the interfacing/ integration testing with the desired quality and schedule. NFL & RFCL shall provide full support to the system integrator in this connection. The system integrator shall be responsible for the documentation of interfacing/ integration process & test results.

- 1.5.2. **Testing:** The software deliverables under this contract shall be tested as per leading practices (Unit testing, Integration testing, Stress testing, Functional testing, User acceptance testing etc.) during installation. The system integrator shall submit a detailed testing procedures including test cases/scripts for review and acceptance by the company and the consultant. The system integrator shall maintain necessary log in respect of the results of the test. In the event of software or software module failing to pass testing, the system integrator will rectify the defects and re-perform the above mentioned testing before go-live. Any cost incurred to perform the above mentioned testing would be borne by the system integrator.

- a) Acceptance testing and certification intends to verify that the COTS ERP application and all of the components meets stated requirements, standards, specifications and performance. The following are parameters against which acceptance testing would be conducted:

- i. Functional requirements
  - ii. Technical requirements
  - iii. Infrastructure (hardware and software) compliance review
  - iv. Availability of the desired/ prescribed services at the defined locations
  - v. Quality review of migrated data and data generated by the COTS ERP application
  - vi. Performance testing including load testing
  - vii. Security testing
  - viii. Manageability of COTS ERP application
  - ix. SLA monitoring and reporting system
  - x. Project documentation and strategy/ plan for periodic updates
- b) SI shall be required to submit following before notifying the department for acceptance testing:
- i. Preparation and submission of detailed User Acceptance Testing (UAT) plan.
  - ii. Prepare and share various UAT use cases, scenarios and results.
  - iii. Submit system test cases with results to NFL & RFCL for review and verification at the time of UAT.
- c) SI shall notify NFL & RFCL formally to begin the UAT of the proposed COTS ERP application.
- d) UAT shall be done separately for NFL & RFCL with help of SI and appointed consultant. SI shall assist NFL & RFCL in carrying out UAT of COTS ERP application.
- e) Rectifying the COTS ERP application issues/ bugs reported during the testing up to the satisfaction of NFL & RFCL.
- f) NFL & RFCL may reject any process/ system or any part thereof that fails to pass any test or do not conform to the specifications of NFL & RFCL requirements. The SI shall rectify such rejected item/ process or parts thereof or make alterations necessary to meet the specifications and shall again perform the testing, all these activities shall be performed at no additional cost to NFL & RFCL.
- g) NFL & RFCL will provide full co-operation to the SI in conducting the testing. User acceptance testing shall be carried out for both on the development server.
- h) Final approval/ user acceptance of the COTS ERP application shall be given by NFL & RFCL after successful implementation and testing. This is the responsibility of the SI to obtain the UAT approval from NFL & RFCL.
- i) The security audit shall cover the following aspects of the project:
- A. Vulnerability assessment of the critical servers and network devices
  - B. Penetration testing of the systems and networks (external and internal)
  - C. Security assessment of newly implemented COTS ERP application

1.5.3. **Data Migration:** All specifications that are needed to populate the data into the proposed COTS ERP system need to be defined. The system integrator, with the assistance of NFL & RFCL's COTS ERP core team, shall develop the templates and facilitate the migration of legacy and new data elements to the proposed COTS ERP system.

This shall include the following tasks:

- Establish the required data elements relevant for NFL & RFCL.
- Development of data upload formats/templates including validation required for data quality. This would be performed for all type of data – master, transactional & business rules validations.
- Preparation of required data upload/download programs.
- Populate and migrate the legacy/ raw/new data elements to the COTS ERP.
- Train the company's COTS ERP core team/ key end users with information related to data elements and data migration.
- Review of upload data to ensure data quality and integrity.
- Integration testing of the configured system using the populated master and transaction data.
- Assist NFL & RFCL in establishing suitable master data management procedures.
- The SI shall develop a migration strategy for migration of data from existing application software and from other available sources to the database of proposed COTS ERP application.
- SI shall ensure migration of data correctly in to COTS ERP solution.

**Scope of Data Migration:** Opening & closing balances of financial data for the previous five years from the date of migration

- All open transactions and all transactions from the start of financial year of Go-Live
- Master data such as vendor/suppliers, customers, material, work breakdown structures, equipment, preventive maintenance, work specifications, cost data etc. as applicable for the COTS ERP solution.
- Production Statistical Data
- Archival data which will include documents such as transactions or any other relevant document required for pattern or trend analysis or statutory/legal requirements etc.
- Employee Master Data as on date of Go-Live
- Employee Payroll data from 01.01.2017 till Go-Live date to take care of wage revision.

Further to past 5 years legacy data migration, important production statistics since inception such as production of main items, performance parameters are required to be migrated to meet requirements of audit and other queries.

The system integrator's responsibility shall be to ensure that data migration is complete in all aspects, within time so that the requirements of the implementation are fulfilled. The system integrator shall prepare and provide detailed procedure system for master data management.

#### **Companies Responsibility for Data Migration:**

- NFL & RFCL shall cleanse, rationalize and validate the data with the system integrator's assistance.
- NFL & RFCL shall provide accurate, reliable information as on the relevant date of migration.

1.5.4. **Training:** The system integrator shall conduct training need assessment of NFL & RFCL's core team members as per the requirements of the implementation project. Training needs should be continuously refined and frequently reconfirmed with the end –user community & the core team as the project progresses. It is expected that this training will be conducted in multiple sessions and shall be completed along with the implementation. All training costs should be included in the Total Bid Price quoted (in Form No 6 of Volume III) and no separate/ extra charges shall be entertained. Training plan details need to be provided as part of the overall solution and response to this NIT.

- i. **Training Plan:** The selected bidder shall provide comprehensive and detailed training plan describing the proposed approach & methodology, calendar/ timelines, course contents, course duration, training materials, training tools, training logistics, etc.
- ii. **Training tools and training materials:** Use of recommended training tools/software for providing various training is essential. Adequate training material (in English language only), which includes training manuals quick reference cards etc., should be provided during the training sessions. The recommended training material should be provided in both paper and in electronic media.
- iii. **Core team training:** This is the training of core team members of the company for COTS ERP implementation. The core team will comprise of members of Business and IT functions. This training should enable core team users to be able to manage and maintain the COTS ERP in the post implementation stages.
- iv. **End User training:** All the end-users to be trained for the smooth functioning of COTS ERP, the system integrator shall submit the detailed training plan for all the end users.
- v. **Assessment of Training Effectiveness:** Evaluate effectiveness of training programs and workshops by obtaining formal feedback from each participant after completion of each training program/ workshop. The SI will be responsible for re-conducting the training of the whole batch in case the average score is less than 70% and the additional cost of such re-training sessions shall be borne by the selected bidder himself.
- vi. SI should also provide online help corner for the users and upload user manuals, self-running demo videos, save and maintain FAQs online so that users can obtain system specific technical/ functional help online as and when required
- vii. The cost incurred on carrying out the training at NFL & RFCL prescribed location(s) shall be borne by the SI which includes trainer's and other support team member's fees/ salary along with all incidental expenses like travelling, lodging-boarding, local conveyance etc.

1.5.5. **Go-Live:** The system integrator is required to undertake the following at NFL & RFCL's premises:

- a. Preparation for migration and cut over
- b. Review readiness for cut over

- c. Manning the central help desk for any queries
- d. Restore technical and functional related issues for offered COTS ERP Solution,
- e. Define the requirements towards the phasing out of legacy system, if required
- f. Review the usage and performance of COTS ERP system till it stabilizes
- g. Documentation of the issues/ problems that come up and solutions thereof
- h. Data migration
- i. Switch over to production environment
- j. Set up an onsite COTS ERP service desk supported by offshore technical team

#### 1.6. **Post Go-Live Support:**

##### **Stabilization Support:**

The system integrator shall be responsible for project implementation and satisfactory functioning of the COTS ERP solution at NFL & RFCL plants/offices. The system integrator shall provide handholding/stabilization support services to the company to ensure the efficient day-to-day functioning of the COTS ERP for a period of three months from the date of Go-Live.

- a. During stabilization period of first three months (24/7 – 3 Months), minimum resources at any point of time as part of stabilization Support should be

Corporate Office (NFL)	- 3 Resources (1 resource in each shift)
Corporate Office (RFCL)	- 1 Resource (General shift)
Bathinda	- 3 Resources (1 resource in each shift)
Panipat	- 3 Resources (1 resource in each shift)
Nangal	- 3 Resources (1 resource in each shift)
Vijaipur	- 3 Resources (1 resource in each shift)
Bhopal	- 1 Resource (General shift)
Lucknow	- 1 Resource (General shift)
Chandigarh	- 1 Resource (General shift)
Hyderabad	- 1 Resource (General shift)
Ramagundam	-3 Resources (1 resource in each shift)

#### 1.7. **Miscellaneous:**

##### 1.7.1. **Master Data Sanitization and Codification of items**

The system integrator, with the assistance of NFL & RFCL's COTS ERP core team, shall define and implement the codification structure to carry out sanitization of item codes and all other codes being used for various activities by NFL & RFCL. There are approximately 1,80,000 (NFL – 1,50,000 & RFCL – 30,000) item codes which are being used presently by NFL & RFCL.

The following tasks shall include as part of Scope of Master Data Sanitization and Codification:

- Supply of materials catalogue codification software for codification of new items for material master data preparation
- Collection of all plant equipment parts catalogues of different projects from the individual project
- Material Master Data preparation
- Material codification & cataloging

- Material Master Cleansing & remove duplication
- Material Master Data restructure & enrichment
- The system integrator will collect any other relevant details of the existing materials from material department & concerned user departments of different projects
- The system integrator shall visit projects for data enrichment to have more clarity and as per situational needs.
- The system integrator shall appraise itself with the existing materials codification system in different projects to achieve the targets of allotment of unique codes.
- The system integrator will cleanse, standardize and enrich the existing material codes and will detect duplicate items within the plants and common items between the plants of different projects through tools like noun-modifier based description, attribute based specification etc.,
- The system integrator shall develop detailed scheme for allotment of codes based on the codification philosophy approved by NFL & RFCL and will allot unique codes for the same. These unique codes must be compatible with the COTS ERP system.
- For plant, NFL & RFCL shall provide existing parts and components details in soft copy
- The codification philosophy is to be provided by the implementation partner and shall be approved by NFL & RFCL
- The system integrator shall provide a report indicating the details such as existing material code, existing material description, new material code, new description and Unit of Measurement.
- The implementation partner will provide cataloguing of all the material as per requirements in soft copy as well as hard copy (15 Nos)
- Any other activity though not specifically brought out above but reasonably implied for successful completion of Material Master Data cleansing will be considered to be included in the scope of work.
- The scope of work under master data sanitization and codification for item codes is to be completed within 6 months from the date of award of contract and the complete set of material codes to be provided within 9 months from the date of award of contract.

#### 1.7.2. **Technical Support:**

The system integrator shall undertake the following:

- Formulate all policies and procedures with respect to best industry practices being followed, related to system administration, database management, application management, data archival, network management, security, controls and backup.
- Prepare and document requisite system landscape and procedures for smooth implementation.
- Provide documented recommendations on system architecture, networking and design.
- Server sizing and network architecture for datacenter and disaster recovery (for production, quality, development and any other server desired for COTS ERP implementation with detail specification).
- Installation of necessary software components for smooth functioning of the COTS ERP environment.
- Provide detailed design with information on bandwidth and networking requirements suitable to operate the system across all sites of the company including the corporate office and various project (plant) sites.
- Performance testing and monitoring during implementation of project.

- Assistance in installation of server operating system and database.
- Assist the project team to perform all authorization related activities till the offered COTS ERP solution stabilizes.
- Prepare a detailed system administration manual, data administration manual,
- Prepare detailed user manual, which can be used by employees to run offered COTS ERP solution.
- Prepare requisite plan for disaster recovery management and fail over system plan.
- Support for trouble shooting in functional and technical area as per scope of work.
- Version control should be maintained for all manuals in line with any upgrades that are performed during the tenancy of the agreement.
- Prepare a detailed plan and document relevant maintenance procedures to ensure that the COTS ERP environment can function smoothly without any significant disruption to business.
- To transfer the licenses, applications, all software's and data on the IT infrastructure of the company.

#### 1.7.3. **Warranty:**

- a) The SI shall warrant that the infrastructure supplied to NFL & RFCL for this project shall have no defects arising from design or workmanship or any act or omission of the SI.
- b) Warranty of proposed hardware shall be 5 years onsite from the date of installation.
- c) The SI shall replace any parts/ components of the IT infrastructure supplied for the project if the components are defective during entire warranty period.
- d) The SI shall apply latest upgrades for all the hardware components after appropriate testing during the entire warranty period. NFL & RFCL will not pay any additional costs separately for warranty, and the overall IT infrastructure cost quoted by the SI shall include the same.

#### 1.7.4. **AMC Support:**

In addition to clause above, the system integrator is required to provide post implementation (AMC) technical & functional support services which include the rectification of all the latent or identified defects, bugs and improvements for two (2) years from the end of implementation at a price to be quoted separately for this work in the Price Bid. The support team of minimum 10 members should be based full time (8.00 AM to 5.30 PM for 7 days a week) at NFL (5) & RFCL (5) to facilitate timely resolution of issues. All the enhancements, patches, latest version upgrades, service packs etc. (as applicable) are to be installed within 3 months of release of a stable version in consultation with the company. Each upgrade should be accompanied by a detailed document containing the step by step procedure for effecting the changes to the system by following an established change management process.

Scope of Post Implementation Support shall be as given below:

- Helpdesk Support (24 by 7)
- Provision of software upgrades and patches and resolution of software bugs
- Training of new support personnel
- Training including training documents for NFL & RFCL's personnel on installing future upgrades whenever upgrades as a part of Annual Technical Support (ATS) becomes available

- Support to NFL & RFCL's users through provision of access to hot-line/telephone/mobile/fax/e-mail/Video conferencing
- Logging and resolution of problems through deployment of onsite personnel
- Assistance with recovery from operator errors, system errors, hardware failures and/or other application issues
- Operational assistance with special processing events (period end closing activities (every quarter and annually, tax reporting, regulatory compliance etc.)
- Enhancements & bug fixing as identified or necessary based on the knowledge of the system integrator.
- Resolving issues related to application, modifying/enhancement of reports

For the services to be rendered during this period, the system integrator shall deploy following resources:

Resource Profile	Resource Requirement
Functional and Technical Consultants	Helpdesk shall be available on a 24x7 basis for all the users of Corporate Office, all units and its department with At least 5 Resources to be deployed onsite in general shift (8.00 AM to 5.30 PM, 7 days a week) at NFL and RFCL corporate offices each.

Above resources shall also be deployed at NFL & RFCL's offices/sites as required, and the profile of the resources should be at a minimum as specified in this NIT.

#### 1.7.5. **Change Request**

- NFL & RFCL may at any time, by a written order given to the SI, make changes within the general scope of the agreement i.e. designs, specifications, requirements which software or service to be provided under the agreement, are to be specifically developed and rendered for NFL & RFCL.
- The change request/ management procedure will follow the following steps:
  - Identification and documentation of the need for the change: The information related to initiator, initiation date and details of change required and priority of the change will be documented by NFL & RFCL.
  - Analysis and evaluation of the change request: Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the SI.
  - Approval or disapproval of the change request: NFL & RFCL will approve or disapprove the change requested including the additional payments (as per the quoted man month rate), after discussion with SI on the impact of the change on schedule.
  - Implementation of the change: The change will be implemented in accordance to the agreed cost, effort, and schedule by the SI.

- v. Verification of the change: The change will be verified by NFL & RFCL on implementation of the change request.
- vi. All changes outside the scope of schedule of services agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of NFL & RFCL. In the event that the consent of NFL & RFCL is not received then the change will not be carried out.
- vii. While approving any change request, if required, NFL & RFCL may ask the SI to deploy the required resources on-site.

#### 1.7.6. **Progress Reporting**

The SI shall submit the monthly report to NFL & RFCL, which shall include major activities carried out by different deployed teams, attendance of the deployed team members, detailed report generated from HMS and EMS along with SLA calculations etc. The detailed format of the report shall be discussed and finalized by the SI in consultation with NFL & RFCL before entering the AMC phase.

#### 1.7.7. **Project Management:**

- a) The SI shall deploy a full-time project management team for this project and a "Project Manager" who would be the single-point of contact (SPOC) for NFL & RFCL each for monitoring day to day progress on the Project.
- b) SI shall also deploy a domain experts from COTS ERP consulting for review of the solution being implemented. These experts will be deployed for the entire duration of implementation and will be responsible for ensuring the optimal design, development, configuration and testing of these processes.
- c) The Project manager would be required to interact regularly with NFL & RFCL to address issues or provide updates regarding project progress. To facilitate this interaction, a Program Management Unit (PMU) would be constituted by NFL & RFCL top management. The project manager will interact with the PMU for any issue related with Project or cooperation for the success of the project.
- d) The SI is required to give access to NFL & RFCL officials / PMU on the project management tool which will be used by the SI for their internal project management purpose. This will help NFL & RFCL/ PMU to get real time actual updates/ status of the project implementation.
- e) SI shall ensure timely delivery of all the deliverables related to proposed COTS ERP application and web portal.
- f) SI shall supervise and ensure implementation and commissioning of COTS ERP application as per the BOM supplied with the techno-commercial bid.
- g) The project manager/ project management team shall co-ordinate with various internal as well as external stakeholders.
- h) SI shall ensure that day-to-day issues related to the implementation of proposed COTS ERP application are handled and resolved immediately.

- i) SI shall also monitor risk management related aspects and possible delays in project implementation.
- j) NFL & RFCL will provide necessary infrastructure and support including sitting space for the entire implementation period.

**1.7.8. Change of Project Team:**

The bidder shall not change any member of the Project Team during the entire implementation of the project without prior written confirmation from NFL & RFCL. However, in the unlikely event of a change being required/ inevitable, the procedure for replacement of personnel as given below shall be followed:-

- i. Any personnel withdrawn from Project Team shall be replaced with an equally qualified and competent substitute after necessary approval from NFL & RFCL.
- ii. The replacement request shall come from bidder's Project Director for necessary approval of NFL & RFCL.
- iii. Bidder will provide the detailed justification for the request.
- iv. Bidder will provide the alternative CV(s) along with the request to the designated Project Manager of NFL & RFCL.
- v. Final decision shall be taken by the designated competent authority of NFL & RFCL.
- vi. Bidder will ensure that the resource replacement and knowledge transfer shall not impact the quality and timeline of the project.
- vii. After NFL and RFCL's consent and approval, Bidder will inform the designated Project Director or Project Manager of NFL & RFCL at least 1 week in advance of such resource replacements along with the deployment schedule and knowledge transfer plan.

**1.7.9. Project Monitoring and Reporting:**

- a) The bidder shall describe the proposed project monitoring and reporting methodology in the techno-commercial bid of this NIT.
- b) During implementation stage, SI shall submit a written project progress report every fortnight to NFL & RFCL for review of the progress made in the project. The frequency of report submission can be modified mutually during critical phases of the project.
- c) SI shall report exceptions and issues that require immediate attention of NFL & RFCL on a regular basis.
- d) The SI's project management team will be responsible for updating the Program Management Unit (PMU)/ Steering committee of NFL & RFCL in progress review meetings to be held at periodic intervals.

**1.7.10. Supply of Software/ Licenses:**

- a) The SI shall supply all the software with adequate number of licenses, required for the proposed COTS ERP system. All system software, licenses etc. have to be procured in the name of NFL & RFCL.

- b) The licenses should be perpetual. The software licenses shall not be restricted based on location and NFL & RFCL should have the flexibility to use the software licenses for other requirements (if required).
- c) The software provided should have the OEM support for a period of not less than 5 years from the date of implementation.
- d) Tools, software for implementation, data migration, testing etc. shall be part of the offered solution.
- e) All support services including updates, upgrades and patches for all COTS ERP processes shall be provided by the SI till the end of the warranty/ AMC period.

1.7.11. **Authorization, Security and Access:**

- a) The SI shall assist NFL & RFCL in formulating appropriate security/ authorization, control policy to prevent unauthorized access to the COTS ERP application components e.g. programs, data, screens and outputs.
- b) SI shall build adequate access rights and control mechanism into the proposed COTS ERP system.

1.7.12. **Disaster Recovery and Back-up Policy**

- a) The SI shall formulate an effective data back-up strategy and disaster recovery plan and take sign-off from NFL & RFCL.
- b) The SI shall be responsible for implementing the approved data back-up and disaster recovery plan during the contract period.
- c) The SI shall revise/ update the backup policy, keeping pace with the technological advancement.
- d) The SI shall test the effectiveness of the back-up strategy.

1.7.13. **Knowledge Transfer & Handholding:** For smooth running of the system & day-to-day functioning, it is of paramount importance that adequate transfer of knowledge to the core team members of the company takes place. Towards this, the system integrator should mentor a group of core team members who will be responsible for doing any configuration change independently. The objective of this exercise is to ensure that the company builds in-house competencies to maintain the implemented COTS ERP solution in the long term without dependency on the system integrator.

1.7.14. **Project Documentation:** The SI shall ensure preparation of complete documentation of all configuration settings, other activities steps/ stages involved in the implementation with the support of the core team. The system integrator in close co-ordination with the core team shall prepare the business process document, technical manuals, operations manual, administrator's manual & end- user manuals and training documents in the jointly agreed templates. Two (2) set of hard copy along with one set of softcopies of the finalized documents in CD shall be submitted to the company. Such enhancements will be deemed to include all modifications to the Software, which increase the speed, efficiency or ease of operation of the

software, or add additional capabilities to or otherwise improve the functions of the software. In this respect, the system integrator shall provide to the company, without additional charge, documentation revised to reflect the enhancements. Project documentation would include but not limited to the following:-

- Project plan and inception reports
- Design documents & to be process documentations
- Functional specification and technical specification documents
- Customization/development requirement reports including source code documentations
- Functional and technical design documents including configuration documents, training documents and manuals
- End user manuals
- Testing manual (unit testing, integration testing etc.), test procedure, test scripts, test case, test results and other change management related documents as per leading practices
- System architecture document
- Network and communication specification
- Hardware sizing specification and other documentations
- Data-migration strategies, templates, results and sign-offs
- COTS ERP administration manuals
- Security and access controls documentation including segregation of duty matrix (as per the delegation of powers for NFL & RFCL)
- Project go-live checklist report
- Updated technical and business process design documents.
- Disaster recovery document and back-up plan.
- Planned and unplanned Disaster Recovery (DR) drills process documents
- Any other document necessary during the entire course of the project.

## **2. Functional Scope**

Functional Scope will broadly cover the below listed primary functions of the company for making the implemented system fully functional at all its units, plants and offices.

Below mentioned list is indicative but not exhaustive and are given to provide a broad overview of the system and its requirements to the system integrator.

- Production and operations,
- Plant operations and maintenance,
- Quality Assurance,
- Project Management,
- Opportunity to Collection including marketing/Logistics and dealer management,
- Procure to Pay, Material & Inventory Management including Taxation, e-tendering and Logistics,
- Financial Accounting & Management Reporting,
- HR & Payroll Management including enterprise portal

The detailed functional scope is mentioned in FRS (Volume II).

The scope shall also cover services and support as deemed necessary and proper, and which are consistent to the proposal set forth in the subject document.

However, during the study of COTS ERP processes to be implemented, if any addition/modifications of any functionalities are felt necessary, the same shall be suggested for implementation. NFL & RFCL reserves the right to add more functions to or exclude some functions from the above mentioned list, based on the design discussions and workshops conducted by the system integrator.

In order to support the primary functions, the COTS ERP solution shall also cover the following:

- Employee Self Service Portal for NFL & RFCL
- Access to all COTS ERP application through enterprise portal
- E-Office Management
- Supplier Portal
- Dealer Portal (for NFL only)
- E-tender Portal
- Recruitment Portal

The offered COTS ERP solution shall be designed for access across various device formats including but not limited to hand held devices, mobile devices, laptops, desktops, tablets and PDA devices. The solution should be available for relevant stakeholders through browser based environments as well.

The scope and characteristics of the COTS ERP solution to be proposed by the system integrator for meeting NFL & RFCL requirements shall cover the following aspects:

- a. Process coverage of the functional units of NFL & RFCL
- b. User base of the company
- c. Solution Capabilities and features
- d. Process capabilities for public sector organizations, fertilizer industry requirements, as established by internal practices and leading practices
- e. Future proofing of the solution based on market trends
- f. Strategic control over technology, usage, deployment and support services

NFL & RFCL intend to expand the usage of the COTS ERP platform to cover all the requirements of NFL & RFCL. The system integrator is expected to propose the COTS ERP solution with the capabilities, which may include, but are not limited to, the following:

- a. The capability for managing the fertilizer manufacturing operations.
- b. An e-procurement feature & solution to manage the two part bid system with digital signature & encryption, for public sector procurement in India. This should also address functionalities such as reverse auction.
- c. File management capability suitable for PSUs for managing files, noting with workflow.
- d. The capability to maintain assets, depreciation and address the requirements related to the operations of the maintenance yard/workshop.
- e. The best practices available in COTS ERP, especially with respect to some of the key requirements of the operations of a public organization.
- f. Best practices as applicable to a similar fertilizer industry manufacturing company and

project management.

- g. Provision to facilitate backdated revision of payroll related information based on pay revisions or other similar changes.

The FRS and TRS processes, as compiled by the consultant, would also be shared with the system integrator. FRS & TRS study was conducted to record and understand current business practices at NFL & RFCL. NFL & RFCL management has already identified core processes such as Sales Co-ordination, Materials Management, Finance and Accounting, Plant Maintenance, Production Planning, Quality Management, Human Capital Management and Project Management, as part of the COTS ERP solution.

The functionalities, which are not mentioned in the shared FRS & TRS process but are required for completeness of the optimal integrated solution shall form the part of the functional scope and have to be provided at no additional cost to the company.

**Note on Scope of Work:** An effort has been made to ensure adequate description and coverage of functions and business requirements for fertilizer industry in the document through the use of FRS & TRS summary. However, bidders need to note that the final requirements shall only be captured by them during the design phase of the implementation project.

### 3. **Geographic Scope**

NFL & RFCL are diverse organization with multiple business units spread across many geographical locations.

The geographical scope of the project will comprise of the following locations:

- Nangal Unit, Naya Nangal, Punjab (Around 1057 Employees)
- Panipat Unit, Gohana Road, Panipat, Haryana (Around 534 Employees)
- Bathinda Unit, Sibian Road, Punjab (Around 561 Employees)
- Vijaypur Unit, Distt. Guna, Madhya Pradesh (Around 691 Employees)
- Central Marketing Office, Noida including Zonal Offices Located at Chandigarh, Lucknow, Bhopal and Hyderabad, (Around 399 Employees)
- NFL Corporate Office, Noida, Uttar Pradesh (Around 188 Employees)
- RFCL Corporate Office, Delhi (Around 36 Employees)
- RFCL Ramagundam Plant, Telangana (Around 424 Employees)

Currently, implementation scope covers only the stated and defined offices and operations of the company businesses within the territorial boundaries of India.

### 4. **Number of Users**

Concurrent number of users for the proposed COTS ERP solution is given below for the company:

Organization	Total number of users	Concurrent number of users
NFL	1500 (80 + 1420)	900

RFCL	325 (40 + 285)	195
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- Product Vendor License – The software for the selected COTS ERP product shall be procured by the system integrator directly from the product vendor. The product vendor will grant to NFL & RFCL a fully paid-up, irrevocable, full use perpetual licenses without any geographical limitations to access and use the software.
- The custom software and the database licenses provided by the system integrator herein to be in perpetuity.

## 5. Licenses

The system integrator should provide the requisite types of licenses for selected COTS ERP application, related database, middle-ware, any additional bolt-on third party tools (if proposed) and all other required tools and/or applications with sufficient number of user and product licenses. The solution shall be deployed at the data center and replicated at the DR site. License requirement shall cover all the software to be installed in DC and DR. The supplied licenses should be valid for the latest/current version as on the date of actual procurement. The licenses should be supplied only on the basis of written confirmation from NFL & RFCL.

The system integrator shall carefully consider the functional and technical scope of work and nature of businesses to provide a suitably licensed solution and suggest an appropriate licensing arrangement that best meets NFL & RFCL's requirements at an optimal cost. The bidders shall be expected to negotiate the most economic pricing plan to meet NFL & RFCL's requirements.

The bidder should propose all the required processes/functions from a single COTS ERP suite to meet NFL & RFCL requirements. In case any specific function(s) are not available in the proposed standard COTS ERP suite, bidder may propose additional COTS ERP product vendor processes or third party bolt-on tools. Bidder will ensure that the entire solution is seamlessly integrated and users should be able to perform their business roles through a single sign-on.

Licenses shall be procured around end of Solution Design/Blueprint phase upon written request made by the company.

The company has identified the indicative type of users & numbers and their system usage profiles of COTS ERP users as follows:

- Transaction Users:** A Transaction user has the profile of a data entry user & batch \processing user including full functionality.
- Report/Approval Users:** For reporting/querying and workflow/approvals having role-based access through portal. Reports viewing/querying should be cutting across functions/processes, add-on processes and third party software.
- Business Partners:** For access to business partners such as vendors, customers, etc. for input/output of information through web-based, mobile portals enabling extra-net functionality.
- The licenses should in no way restrict the users of the department in terms of view/write/modify rights.

- e. In the event that any additional solutions are proposed as part of the implementation, the licenses related to their use shall also be provided and shall be perpetual in nature.

The table is an indicative summary of the need for licenses and their broad nature. Note that this is an estimate based on NFL & RFCL's understanding and the final BOM shall be as proposed by the bidder in their proposal to ensure adequacy and suitability for the final solution environment to ensure the smooth conduct of business using the proposed COTS ERP solution.

Description	Number of Users (NFL)	Number of Users (RFCL)	Total Number of Users
Transaction Users	1500 (80 + 1420)	325 (40 + 285)	1825
Payroll Users	4000	500	4500
Employee Self-Service	4000	500	4500
Development/Technical Users	3	3	6
Smart Phone Device Users	200	50	250

#### **COTS E-office Solution:**

Organization	Total number of users	Concurrent number of users
NFL	500 (40+460)	100
RFCL	100 (20+80)	20

Licenses for the offered COTS ERP product should comply with the following:

- Ensure data security and data integrity.
- Support delegated administration or creation of local administrators for user management.
- Should work on a browser without installing any software.
- Should provide for a drag and drop GUI based tool for configuring and customizing workflows.
- Should in no way restrict the users in terms of view/write/modify the rights. All licenses quoted should provide the complete rights to all the users.
- Should support the use of around 50 for RFCL and 200 for NFL 'Smart Phone device' users.
- Should support 'Paperless File Management' functions and should cover all transactional users (i.e.100 for RFCL and 500 for NFL)

The system integrator needs to provide a detailed BOQ indicating the solution components and nature of licenses. BOQ should also include unit prices of components in the proposed solution and the various types of licenses for the users. If for providing required FRS and TRS functionality, any additional licenses or solution components are required, that should be clearly specified in the BOQ with unit, quantity and unit rate etc.

**Note:** NFL & RFCL reserves the right to acquire additional licenses during the course of this implementation project at the cost offered in the proposal. While the pricing of the bid shall be based on 1500 + 325 licenses, the line item cost of the licenses shall remain valid through to the end of the Project.

## **6. Hardware and Infrastructure Sizing**

The system integrator will be required to undertake the following tasks related to Hardware and Infrastructure Sizing:

- 6.1.** The system integrator will be responsible for Data Centre and Disaster Recovery solutions strategy along with the server, storage and network sizing for the COTS ERP Integrated Solution. A preliminary solution architecture including network and server related details needs to be submitted along with the response to the NIT.
- 6.2.** The system integrator would have to identify infrastructure requirement specification including requirement for business continuity as well. The sizing needs to be done keeping in mind NFL & RFCL's requirement for performance, response time and scalability, latest state-of-the-art, virtualization & guaranteed uptime during its entire lifespan with uninterrupted services. Such lifespan shall not be less than six (6) years. The entire infrastructure should be designed with 150% scalability considering the total number of users as specified.
- 6.3.** Bidders need to consider vertical and horizontal scalability as the suggested infrastructure needs to scale based on user or business volumes, on the same infrastructure with additional components such as processors, memory etc.
- 6.4.** The system integrator would be responsible to conduct necessary site visits to prepare bill of material with detailed specifications for IT infrastructure, required for the proposed COTS ERP Solution.
- 6.5.** The system integrator shall prepare a detailed BOM including the specifications required for IT/Non-IT infrastructure and Data Centre (DC) & Disaster Recovery (DR) site after studying the existing hardware inventory across NFL & RFCL's premises.
- 6.6.** The system integrator should review the network already laid out as well as additional network laying as required for connecting all the relevant units of NFL & RFCL with redundant connectivity including NFL & RFCL plants, offices and all other NFL & RFCL locations that would be using the Integrated Solution.
- 6.7.** The system integrator also needs to provide proposed Network Architecture.
- 6.8.** The system integrator will come with two separate implementation solutions required for NFL & RFCL either individually or in consortium with other vendor for setting up infrastructure and services required for DC & DR on cloud model (IaaS).
- 6.9.** All the recommendations of the system integrator have to be duly reviewed by the OEM COTS ERP Product Vendor before being accepted by NFL & RFCL.
- 6.10.** The system integrator shall arrange the necessary hardware (SDWAN/LLB) as per part of SDWAN subscription required to establish the IT environment needed for the COTS ERP implementation project, internet services at various offices as per scope. It shall be the system integrator's responsibility to deploy suitable hardware for the duration of the contract. The facility should include adequate capacities for establishing a sandbox, development, testing & training environment necessary for the project.

## **7. Technical Scope**

Following are some of the important requirements of the company with respect to the optimal Integrated Solution, which have to be ensured by the system integrator.

### **7.1. Technical Requirements**

The techno-commercial proposal for COTS ERP Solution should contain details of the solution components proposed along with how each of the solution components would meet the requirements of the company. Technical requirement specification of this bid document and technical specifications have to be met by the integrated solution as envisaged by the system integrator.

### **7.2. Accounting Architecture**

The integrated solution should be capable of generating consolidated as well as unit wise financial/cost statements. The Integrated Solution should be able to generate financial statements under 'Ind AS' and Indian GAAP seamlessly at any point of time with detailed reconciliation between the two as reconciled through the integrated solution.

### **7.3. Project Management Architecture**

The Integrated Solution should be able to generate consolidated as well as project wise/unit wise customer wise status reports and all the other reports which are applicable as per the requirement of Government of India, and other regulatory bodies.

### **7.4. Data Access and Security**

Data security is to be addressed by the system integrator from two perspectives:

- To restrict access to/sharing of confidential data, and
- To ensure that data is not changed or destroyed, either inadvertently or intentionally, by any user/administrator or an external party.

The system integrator should ensure the following:

- Only authorized person can access the solution,
- Authorized person shall have access only to the data which is relevant to them, and
- Access to the relevant data is further restricted to either read or update depending on the responsibility.

Data access and security of the integrated solution shall be as per the principles outlined in the ISO 27001:2013 (or as revised version) and similar information security standards.

### **7.5. Data Archival**

In order to meet statutory and MIS requirements, archiving and easy retrieval of data along with supporting documents/ attachments is required. The system integrator must ensure that the Integrated Solution provides a data archiving capability, with support for implementing archival policies. The integrated solution should also be able to access archived data for on-line inquiry and reporting as and when required. The system integrator should provide a policy document for archival along with the solution.

### **7.6. Audit Trail**

The system integrator shall ensure that the integrated solution must have extensive audit trail facility. Any addition, deletion or modification to an existing record, whether master or transaction, must bear the date and time stamp, the name of the log-in user who made the change and the node/ terminal from which the change was made. It should also be possible to maintain details of the original record and subsequent changes to the same. Standard audit trail reports should also be available. Proper access should be planned for audit trail reports.

### **7.7. Workflow**

The solution should be capable of replacing the current physical flow of documents with the flow of electronic data. The proposed COTS ERP solution shall have the component to support Hierarchy-based document review and approval system. For instance, if an indent generated by an employee is to be approved by his superior, the process should seamlessly move through the system with safeguard of passwords and with alert intimation.

### **7.8. Auditor Access**

The integrated solution should be capable of enabling the audit (internal, statutory, cost audit and CAG) through the system.

### **7.9. Modularity**

The system integrator shall ensure that the integrated solution should be modular in nature, i.e. it should be possible for the company to implement processes/ add-ons, which are not implemented as part of this project, at a later date, without any technical difficulties. Integration between such processes with the processes already implemented should be seamless and should not require any development effort.

### **7.10. Scalability**

The system integrator shall ensure that the integrated solution must be easily scalable, in terms of number of users, entities, organization structure, transactions, functionalities, new processes, add-ons from the same COTS ERP suite etc. The integrated solution should be scalable to handle increased volume of data load and increase in the number of users without compromising response time or efficiency of operations.

### **7.11. Statutory Requirements**

The solution should meet all Indian statutory requirements such as GST, TDS etc. The integrated solution should be Ind AS compliant and should generate financial reports in expected formats. Given that the taxes and other statutory requirements keep changing from time to time, the solution should be able to timely adapt to such changes without any technical difficulties and extra cost to the company.

### **7.12. Process Change**

The system integrator must ensure that any functionality specific to the company or otherwise,

where not covered in the integrated solution, is addressed through a suitable workaround solution, process change or suitable interfaces as applicable. The suggested solution or workaround needs to be reviewed with the company and approved before being implemented.

### **7.13.24x7 Operations**

The integrated solution should support 24x7 operations since the plants work on multiple shifts and shipments from the stockyard/ plants / Port may happen at any time of the day.

### **7.14. Alerts/ Notifications**

The integrated solution should generate alerts/ notifications in various processes in the Integrated Solution. These alerts/ notifications could be time based or event based.

### **7.15. COTS E-office and Document Management**

Integrated file and records management system that allows employees to manage content, search for data internally and collaborate. It should also enable the electronic management, storage, movement & tracking of files, along with archival and retrieval of data. E-office management solution includes document management system and proposals including green note sheet (Work flow for office note approvals) integrated with COTS ERP being offered.

The integrated solution shall have the provision to link all the documents stored in Document Management System (DMS) and provision for accessing the same from the Solution. The system integrator shall explicitly provide an integrated solution architecture including redundancy and scalability so that the infrastructure is suitable for easy access of information to the business.

### **7.16. Corrective Actions**

All corrective actions arising out of review of hardware/infrastructure sizing, project progress, solution quality review, solution expert consulting, etc. by COTS ERP product vendor, should be promptly attended concurrently by the system integrator by augmenting its resources, as may be required, without any additional cost.

## **8. Configuration, Customization & COTS**

The system integrator shall ensure that the functional requirements forming part of the standard COTS ERP product features (as factored in the response to the FRS & TRS) are implemented.

NFL & RFCL prefer to have standard functionalities in the COTS ERP Solution. Wherever customization/ configuration/ workaround is required and undertaken, the system integrator will hand over the source code and all documentation to the company. The title, rights and the Intellectual Property Rights (IPR) over such customization will be passed on to the company as soon as such customizations becomes part of production environment.

Preferably, changes should be kept as minimal as possible to the COTS ERP core processes. This is important to ensure that future upgrades, enhancements and bug fixes are not impacted. Any customization as may be necessary should be done only after confirmation from COTS ERP product vendor of non-availability of standard functionality and obtaining prior written approval from the company. Every custom development must be documented in detail and the script ownership

should be passed on to the company as soon as this becomes part of production environment. Given the complexity of the implementation and the cross functional requirements across business units, the system integrator may be required to customize critical and complex screens, reports, interfaces and other developments across all components of the Integrated Solution. The specific distribution of reports to be customized amongst various processes will be finalized during the implementation stage.

Development of custom bolt-on solution over COTS ERP must follow well-defined methodology. A brief description of the methodology employed when developing custom applications/ reports should be included in the bid. At the minimum, every request for custom development must be documented in a pre-defined format and supported by a business case prepared by the company while requesting for development. Every custom development must be documented in terms of the person developing, the reference request in response to which it is being developed, the script and other technical specifications. Basic guidelines with respect to all custom developments, naming convention etc. must be agreed with the company well in advance of commencing any customization effort.

In addition, the system integrator is required to train NFL & RFCL's core/technical team members on the methodology of building custom bolt-on, so that the company can take up the additional development as and when required. The system integrator should endeavor to have minimal use of third party bolt-on applications. This should be done if the functionalities covered by such applications are not available in the core COTS ERP product. However, where use of such applications becomes unavoidable, the same will be implemented without changing any code in COTS ERP software. The system integrator should provide a detailed bolt-on application usage report.

The system integrator shall identify, design and develop components/functionalities that are not covered within the specified solution. The system integrator shall provide the design of the bespoke component along with schedule for development. The development & implementation of the bespoke component will however be under taken only after it is reviewed by the COTS ERP product vendor and subsequently by the company. The system integrator shall supply the following documents for all third party bolt-on applications and bespoke components:

- Business process guides;
- Program flow descriptions;
- Data model descriptions;
- Sample reports;
- Screen formats;
- Frequently asked question (FAQ) guides;
- Any other documentation required for usage of implemented solution

In case of customizations, the development and design should factor the upgrade considerations and ensure that customizations do not hinder or fail through periodic upgrades.

An impact assessment of the changes adapted to the system, related to patch management and upgrades. The system integrator shall also provide a detailed step by step guide for making updates/installing patches as applicable. All developments should be part of Solution Design as gaps.

## **9. Quality Assurance**

The system integrator shall develop a Quality Assurance Plan for the execution of this project. The quality parameters should be defined specifically, tangibly and practically for all the project phases like project management, functional coverage, support services and documentation. The quality parameters should be regularly monitored and reported to the company.

In addition, system integrator should ensure that product vendor (OEM) of the proposed COTS ERP Solution shall review and certify the proposed solution at the end of the solution design phase and also review and certify the final COTS ERP solution at Pre Go-Live stage of the project.

The Quality Assurance Plan shall be finalized during the project preparation phase.

## **10. Project Monitoring and Reporting**

The system integrator shall provide written progress reports at regular intervals to the company, which have been defined below.

- **Weekly:** The system integrator shall submit to the company a written progress report of the Project every week. The system integrator shall also report exceptions and issues that require action along with proposed effective solutions and timelines for implementing such solutions to remedy such issues.
- **Monthly:** The system integrator shall attend monthly project execution team meetings that shall be held at NFL & RFCL's premises. The date and time of the meeting shall be decided mutually between the parties.

The system integrator shall provide a written report on the following:

- Progress against the Project Management Plan
- Status of all risks and issues
- Status of testing
- **Ad-hoc:** Other than the planned meetings, in exceptional cases, the company may call for project execution team meeting with prior notice to the system integrator.

The formats and contents of the weekly and monthly progress reports will be finalized at the start of the project preparation phase. NFL & RFCL reserves the right to ask the system integrator for the project review reports other than the standard weekly review reports.

## **11. Organization Change Management**

For Organization Change Management (after it is approved by the company), the system integrator shall focus on building awareness among the company employees on benefits of COTS ERP Implementation project, changes (if any) in their current roles and responsibilities, processes, changes in dashboard screens & its solution addressing the employee's concerns and apprehensions w.r.t. implementation of COTS ERP Project.

The system integrator is required to conduct the change management workshops for relevant employees in a phased manner in line with the COTS ERP implementation plan defined in this document. These workshops shall be conducted at the respective workplaces/units of the company. The Change Management Workshops shall be conducted concurrently for three levels (Junior, Middle & Top management) of officials/employees in the organization as defined by the company which will be communicated to the system integrator at the time of planning the workshops.

The workshop content and material shall be designed with specific focus on the requirements of each of these levels. The system integrator shall conduct minimum two workshops for each group of employees at each unit/ office of the company (the system integrator to finalize the actual number of sessions in consultation with the company). Further, there shall be separate workshop for Top Management of the company. The necessary infrastructure for conducting the workshops shall be provided by the company such as systems etc.

However, the system integrator has to provide the required material for the workshops including presentations, training material etc. in paper and electronic forms. Total number of workshops to be conducted towards change management are likely to be around 14 for each, each of one day with expected batch size of about 40 to 50 users.

Following outlines key activities/approach to be adopted by the system integrator for designing and execution of change management plan for COTS ERP Implementation Project:

- **Impact Assessment** – The system integrator shall perform the impact assessment, in light of COTS ERP Implementation Project, to identify the changes to the current functions, organization structure, roles & responsibilities, current capacities (existing resources or deployment of additional resources) etc.
- **Assess change readiness** – The system integrator shall perform an assessment, based on the Impact Assessment, to identify to what extent the company is currently equipped for the change, what are the key potential blockers and enablers within the structure, processes and staff for implementing the changes.
- **Design the change management approach** – The system integrator shall perform an assessment and advise on the optimal way of getting the company from As-Is to where it needs to be, for successful implementation of COTS ERP project and to mitigate all the project risks. This will include the approach to change including but not limited to the issue of time frames required and when benefits are expected to accrue.
- **Develop the change plan** – The system integrator shall design a road map to effectively achieve/implement all the changes, which are essential for success of the project. The plan shall at all times be more than a mere implementation plan; and shall contain change milestones based on the change vision, benefits milestones, benefits tracking mechanisms, actions to build commitment and actions to ensure business continuity.
- **Define change governance** – including appropriate decision making and review structures.
- **Implementation of Change Management Plan** – The system integrator shall implement all the necessary services for successful and flawless implementation of the change management plan developed by the system integrator & approved by the company. The system integrator shall be responsible for all the costs involved in design and implementation

of the change management plan for COTS ERP implementation project.

The system integrator shall proactively work with the company and the consultant to address the project needs and gain buy-in and involvement of all the stakeholders in achieving the change. During the whole exercise, stakeholders' awareness, understanding and commitment to new ways of working should be raised. Stakeholders should also be encouraged, where appropriate, to contribute to or participate in the project to engender a joint sense of ownership.

The scope & methodology of change management needs to be proposed by the system integrator and will be implemented only after acceptance by the company after discussion with the consultant and the system integrator.

## **12. Risk and Issue Management**

The system integrator shall develop a Risk Management Plan and shall identify, analyze and evaluate the project risks, and shall develop cost effective strategies and action plans to mitigate those risks. The system integrator shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with NFL & RFCL's program management office. The system integrator shall monitor report and update the project risk profile. The risks should be discussed and a mitigation plan be identified during the project review meetings with the program office. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

## **13. Training**

The system integrator shall organize the requisite training for NFL & RFCL's users. Cost towards travel expenses, boarding, lodging etc. (if any) for NFL & RFCL's personnel shall be borne by the company and any such expense for the system integrator's personnel shall be borne by the system integrator. Such trainings shall be conducted concurrently, if required by the company, at NFL & RFCL's premises as per pre-agreed plan.

### **13.1. Training Support**

NFL & RFCL believe that key to successful implementation will be the system integrator's ability to train NFL & RFCL's staff in the operation of the proposed business solutions.

As a part of the training strategy, the system integrator should provide the following information:

- The facilities, support materials and program including mode of training (standard/ self-paced) provided for training the users in using the system.
- List of training areas for training to be provided to core team, end users and technical users.
- Training infrastructure required and expectations from the company, if any.
- Duration and frequency of training.

The training support should be designed to provide COTS ERP training to the personnel

identified by the company at various locations on the various Transactions, Workflows, Project Technical Design & Implementation, Data Base Design, Application Design, Program Libraries and System Configuration. Company will measure the effectiveness after the completion of the training through training feedback forms.

### **13.2. Company teams to be trained**

The system integrator must provide training to the following:

- **COTS ERP Functional Core Team:** COTS ERP core team members at NFL & RFCL represent different functions within the scope of the project. They bring with them knowledge of existing processes, critical requirements, constraints, relevant management policies, information requirements etc. They will assist/participate in various activities during implementation such as business process study, solution design, testing, etc. and also in help desk activities post go-live. To be able to assist in these activities, it is necessary to train them adequately on the COTS ERP product functionalities including configuration steps and the impact each step has on the solution. Since the Functional core team members will drive the effectiveness of the COTS ERP implementation within the company, it is essential that requisite knowledge and skills are transferred to them by the system integrator.
- **COTS ERP Technical Core Team:** Technical core team at NFL & RFCL comprises of officials from IT & other departments. These representatives bring with them knowledge of existing applications, interfaces, constraints, information requirements etc. COTS ERP training needs of these team members will be in areas such as technical configuration, interfaces, report customization, operating system, database administration, access control, helpdesk etc.
- **Unit Functional Team:** The unit functional team members represent different functions within the scope of the project at each Unit. They will assist/participate in various activities during implementation, roll-out, and also in post go-live activities.
- **End Users:** End Users at NFL & RFCL will represent different functions to be covered under the solution. These users will actually use the system in different functional areas. These users will need to be trained on how to use the solution before going live. Comprehensive guidelines on how to accomplish tasks in the solution in specific context of the company processes must be provided to users as part of the end-user training.
- **Leadership:** This team comprises of Head of the departments and Directors. These users will actually use the system for approvals of business transactions and real-time information in terms of reports.
- **IT Admin:** This team consists of IT team who is responsible for granting access in COTS ERP application.

### **13.3. Type of Training**

Adequate training of NFL & RFCL employees is a key success factor for the COTS ERP implementation and usage. Out of the overall NFL & RFCL team envisaged to be trained, the number of participants to be trained for either product would be decided at the time of planning

phase of the project. The training would cover broadly the following aspects including the provision of required number of hard copies, training materials which include two extra sets for COTS ERP Library:

- **Training for COTS ERP Core Team (Functional, Technical):** Each member shall be trained in relevant function/process of COTS ERP product. The training will be required to be given to approximately 20-30 team members as per the agreed upon training curriculum. The system integrator should share appropriate training materials and practice exercises for the team. The system integrator should obtain training feedback after each session and address inadequacies if any. This training should be conducted by a trainer certified by the product vendor of the offered COTS ERP Product. Each core team member should receive a minimum of 10 days of training in total during the implementation period and additional 5 days of training during AMC. Bidder as part of their response should provide full details of types of training proposed for the core team, content and duration of each such training.
- **Functional Training for Unit Functional Team (lecture & hands-on mode):** Business processes and features of COTS ERP product in respective processes which have been included in the scope for the company. Both transactional data entry and process setup/configuration aspects should be covered. The system integrator should share appropriate training materials and practice exercises for the team. The system integrator should obtain training feedback after each session and address inadequacies if any. This training should be conducted by a trainer certified by the Product Vendor of the offered COTS ERP Product. Each functional team member should receive a minimum of 10 days of training in total during contract period. Bidder as part of their response should provide full details of types of training proposed for the functional team, content and duration of each such training
- **Technical Training for Unit Technical Team (lecture & hands-on mode):** It should cover aspects of development of reports, interfaces, customization, forms, and workflows etc. using COTS ERP tools as applicable. It should also cover COTS ERP product system administration aspects. The system integrator should share appropriate training materials and practice exercises for the team. The system integrator should obtain training feedback after session and address inadequacies if any. This training should be conducted by a trainer certified by the Product Vendor of the offered COTS ERP Product. Each technical team member should receive a minimum of 10 days of training in total during contract period. Bidder as part of their response should provide full details of types of training proposed for the technical team, content and duration of each such training
- **Training for End Users (lecture & hands-on mode):** End-user training to be delivered a select set of end users. Training should cover specific functional/process aspects of the system relevant for different end-user segments. Training should enable end-users to know which are the relevant reports /MIS in his/her respective area of work. The end-user trainings would be conducted in the 'Train the Trainer' mode. Here the system integrator would train key core and power end-users of the system directly who will further be the trainers. The system integrator shall submit a detailed training plan. The training will be required to be given to approximately 300 end users. The training would be conducted at NFL& RFCL's units/offices. End user should receive a minimum of 15 days of training in total during contract period. Bidder as part of their response should provide full details of types of training proposed for

the end user, content and duration of each such training

- **Helpdesk Training (lecture & hands-on mode):** Training to chosen helpdesk team (resources of the company and the system integrator) on maintaining and managing a COTS ERP helpdesk with the aid of appropriate tools during post go-live stabilization support.

The system integrator, in accordance with their respective scope of works in this area will be responsible for preparation & submission to the company in adequate bound volumes of the training material and end user manuals. End user manuals should cover “how to use” concepts for all processes of the solution being implemented.

The price of all the above listed trainings shall be a part of the implementation price.

#### **13.4. Training Server**

The system integrator shall establish his own training server of the offered COTS ERP product for the company to have hands-on experience of the configured and standard processes of the product.

#### **14. Central Knowledge Management portal**

The system integrator shall establish an on-site central knowledge management portal for storing COTS ERP implementation project related documents like processes and their structures, configuration details, development code, test plans, test cases, outputs, queries & resolution. This should help in easy roll-out during different phases and locations (if required).

#### **15. Project Governance**

NFL & RFCL has constituted Project Governance Framework for successful implementation of COTS ERP solution.

It includes representation from top management, various functions and units.

- a) **Steering Committee:** Steering committee comprises of representation from top management. Responsibility of steering committee includes:
  - Monitor and review project Ensure project objectives are aligned with business goals
  - Provide strategic guidance Allocate and align resources
- b) **Plant COTS ERP Team:** This team shall be formed at each plant consisting of senior management of the plant. The plant COTS ERP team shall be kept informed of the COTS ERP implementation project and shall support in COTS ERP rollout in their respective plants. Responsibility of Plant COTS ERP Team includes:
  - Monitor and review COTS ERP Rollout in respective plant
  - Allocate and align resources to ensure smooth rollout
  - Communicate with core team and IT team till the successful rollout at their unit
- c) **Project Management Office:** This team may comprise of NFL & RFCL’s internal team or third

party agency appointed by NFL or both. Responsibility of project management office shall be:

- Day to day monitoring of project
  - Ensure delivery of project as per defined scope and schedule
  - Enable allocation of resources, resolve/highlight issues if any
  - Circulate weekly status report to stakeholders
  - Periodic reporting of project progress and highlighting risk areas
  - Seek necessary approval from steering committee for required resource allocation
- d) **Core Team:** This team shall be responsible for the design and implementation of the COTS ERP across locations and shall also serve as core users post the COTS ERP implementation. Responsibility of core team includes:
- Core team shall ensure that business process which are proposed to be automated are implemented by the successful bidder
  - The core team will take decisions on minor business process changes on account of the COTS ERP Implementation.
  - Core team shall be part of User Acceptance and System Acceptance team from NFL & RFCL
  - Day to day interaction with project management office and implementation partner (System integrator)
- e) **IT Team:** The IT Team shall support the COTS ERP initiative for the technical aspects of the COTS ERP Implementation.

System integrator should propose the governance structure which will be interacting with NFL & RFCL along with the escalation matrix and time duration of the response by the concerned personnel.

## **16. System Administration**

The system integrator shall perform system administration activities for offered COTS ERP Solution landscape:

- Installation, configuration, administration, trouble shooting and performance tuning of all servers (database, applications etc.)
- Database software installation, memory allocation and usage monitoring
- Backup, recovery and all other DBA related activities
- Providing access to users as per the assigned roles
- Installation of applications and related tools
- Database/COTS ERP/3rd party software patch/services update
- All authorization related activities till the Integrated Solution stabilizes
- Assimilating knowledge through a proper knowledge transfer methodology, ensuring that NFL & RFCL team can take care of system administration tasks.
- Prepare system administration manual.
- Prepare end user manuals for all employees accessing the Integrated Solution production environment.
- Prepare system configuration that takes into account disaster recovery scenario.

The system integrator is responsible to identify and inform the company about pre-cutover requirements like database setup, application patching techniques, operating system patching, database tuning and database synchronization etc.

The system administration for the entire offered COTS ERP solution responsibility would be with the system integrator till the end of post go-live stabilization support period. The system integrator shall extend all necessary support as required by the company.

### 17. Project Schedule, Deliverables and Timelines

#### Phase wise activities and timelines for NFL:-

Phase wise activities and timelines from the date of work order	1	2	3	4	5	6	7	8	9	10	11	12	AMC Period (2)
<b>Phase – I Project Planning/Preparation Phase</b>													
Kick off meeting, signing of the contract, finalization of process owners & stakeholders, arrangement of co-location facilities for project team, establish repositories for documentation & records, submission of inception report & project plan document by the system integrator and acceptance by NFL & RFCL management, conduct Steering Committee meeting													
Establish repositories for documentation & records, submission of inception report & project plan document by the system integrator and acceptance by NFL & RFCL management													
<b>Deliverables :-</b> <ul style="list-style-type: none"> <li>• Project Plan and Inception reports</li> <li>• Project Goals &amp; Objectives document.</li> <li>• Project Organisation, Standards and committee.</li> <li>• Implementation Strategy document.</li> <li>• Project Charter</li> <li>• Kick-off presentation document</li> <li>• Project Preparation sign-off document.</li> <li>• Detailed Project Work Plan/Inception Report for Design, Development &amp; Implementation of COTS ERP product based at NFL &amp; RFCL.</li> <li>• Installation of offered COTS ERP Instance to facilitate the implementation (mail confirmation from the company upon completion of the activity).</li> </ul>													
<b>Phase – II Solution Design/Business Blueprint Phase</b>													
Current State assessment, finalization of process tree, list of business processes, finalize solution design scope, structure and templates, solution template sign-off, establish servers & facilities, installation of COTS ERP software template, installation of COTS ERP Software – Solution Manager, installation of development server – establish baseline information (the system integrator would be responsible for establishing their own hardware which would be required for COTS ERP implementation till go-live).													
Preparing data center and disaster recovery solutions strategy, conduct necessary site visits to prepare bill of material and all specifications for required IT/Non-IT infrastructure and Data Centre (DC) and Disaster Recovery (DR) site after studying the existing hardware inventory across NFL & RFCL premises for reuse/economical solution, as feasible, sign-off of the solution proposed for DC & DR and bill of material prepared for procurement of required IaaS hosting.													
Data Preparation and Review - Identify master data requirements, map COTS ERP masters with legacy systems/business needs, identify cut-over data requirement, circulate master data templates, prepare master upload programs, circulate cut-over data templates													







Phase – VI Post implementation Support														
Post implementation Support														
<b>During AMC period :-</b> <ul style="list-style-type: none"><li>• Weekly update</li><li>• Monthly Performance Report</li><li>• Quarterly Performance Report</li><li>Annual Performance Summary</li></ul>														



For RFCL :-

Phase wise activities and timelines from the date of work order	1	2	3	4	5	6	7	8	9	AMC Period (2)
<b>Phase – I Project Planning/Preparation Phase</b>										
Kick off meeting, signing of the contract, finalization of process owners & stakeholders, arrangement of co-location facilities for project team, establish repositories for documentation & records, submission of inception report & project plan document by the system integrator and acceptance by NFL & RFCL management, conduct Steering Committee meeting										
Establish repositories for documentation & records, submission of inception report & project plan document by the system integrator and acceptance by NFL & RFCL management										
<b>Deliverables :-</b> <ul style="list-style-type: none"> <li>• Project Plan and Inception reports</li> <li>• Project Goals &amp; Objectives document.</li> <li>• Project Organisation, Standards and committee.</li> <li>• Implementation Strategy document.</li> <li>• Project Charter</li> <li>• Kick-off presentation document</li> <li>• Project Preparation sign-off document.</li> <li>• Detailed Project Work Plan/Inception Report for Design, Development &amp; Implementation of COTS ERP product based at NFL &amp; RFCL.</li> <li>• Installation of offered COTS ERP Instance to facilitate the implementation (mail confirmation from the company upon completion of the activity).</li> </ul>										
<b>Phase – II Solution Design/Business Blueprint Phase</b>										
Current State assessment, finalization of process tree, list of business processes, finalize solution design scope, structure and templates, solution template sign-off, establish servers & facilities, installation of COTS ERP software template, installation of COTS ERP Software – Solution Manager, installation of development server – establish baseline information (the system integrator would be responsible for establishing their own hardware which would be required for COTS ERP implementation till go-live).										
Preparing data center and disaster recovery solutions strategy, conduct necessary site visits to prepare bill of material and all specifications for required IT/Non-IT infrastructure and Data Centre (DC) and Disaster Recovery (DR) site after studying the existing hardware inventory across NFL & RFCL premises for reuse/economical solution, as feasible, sign-off of the solution proposed for DC & DR and bill of material prepared for procurement of required IaaS hosting.										
Data Preparation and Review - Identify master data requirements, map COTS ERP masters with legacy systems/business needs, identify cut-over data requirement, circulate master data templates, prepare master upload programs, circulate cut-over data templates										
Documenting system requirement specification, finalize To-be process scenarios, organization structure discussion and documentation, solution design work shop with process owners & core team member, preparation of solution design document, gap analysis, remediation action plan, solution design modifications, review final solution design documents, solution design document sign off by CTM & PO, conduct steering committee meeting, leadership approval										

<p><b>Deliverables :-</b>          Organisation Structure Document</p> <ul style="list-style-type: none"> <li>• Solution Design Manual</li> <li>• Solution Design/Business Blueprint Document for the complete solution.</li> <li>• Test server Installation Manual</li> <li>• Development server Installation Document</li> <li>• Level 1 Training with Documentation</li> <li>• List of Gaps and Developments Document</li> <li>• Change Management Document</li> <li>• Customization/development requirement reports including source code documentations</li> <li>• Network and communication specification.</li> <li>• Hardware sizing specifications</li> <li>• Product Vendor report with recommended solutions.</li> <li>• Sign Off of To-Be Documents</li> </ul>												
<p><b>Phase – III Realization/Build &amp; Testing Phase</b></p>												
<p>Baseline configuration and confirmation, configure processes and functions, create base line process base data, review of baseline configurations, development/customization of COTS ERP product based solution (including integration with other stakeholders), unit testing, resolve issues if any,</p>												
<p>Conduct core team training - level 1 &amp; level 2, facilitate trainings, preparation of training documents</p>												
<p>Data Migration testing, plan for integration testing, write scripts for integration testing, perform integration testing, review issues &amp; challenges, adapt changes to configuration, review test results, obtain approvals, conduct steering committee meetings</p>												
<p><b>Deliverables :-</b></p> <ul style="list-style-type: none"> <li>• Project documents, containing, but not limited to:             <ul style="list-style-type: none"> <li>- User interface designs;</li> <li>- Customization/development requirement reports including source code documentations.</li> <li>- Functional and technical design documents including configuration documents training documents and manuals;</li> <li>- System Architecture Document;</li> <li>- RICEF list and relevant details</li> </ul> </li> <li>• Successful completion of unit testing &amp; related documentation</li> <li>• Successful completion of integration testing &amp; related documentation</li> <li>• Successful completion of performance testing &amp; related documentation</li> <li>• UAT Scripts</li> <li>• Quality server installation document</li> <li>• Production server installation document</li> <li>• Master Data Sanitization and codification of Item Codes</li> <li>• Issue Log &amp; Resolution document</li> <li>• Realisation Phase sign-off document</li> <li>• Functional &amp; Technical specifications for customizations</li> <li>• Level 1 and 2 training with documentation</li> </ul>												



Phase – IV Final Preparation(UAT)											
Delivery & deployment of the required IT equipment (including software, hardware & network devices) for DC, DR & each site locations.											
Operational acceptance by the company, user acceptance testing and sign-off for the same.											
Preparation of production environment, transport final configuration, maintain the company specific data, review production server and network details, COTS ERP Solution audit by the consultant,											
User creation in COTS ERP solution, finalize list of users for production environment, prepare roles & authorization matrix, create production users,											
<b>Deliverables :-</b> <ul style="list-style-type: none"> <li>• UAT scripts with results and business sign off</li> <li>• End user training with document</li> <li>• End user Manual</li> <li>• COTS ERP Configuration Manuals</li> <li>• Roles and Authorization Matrix document</li> <li>• Matrix for Segregation of Duties</li> </ul>											
Phase – V Go-Live											
Conduct end user training, prepare end user manuals.											
Data preparation and upload, collection of final masters, upload master data in production client, collect final cut-over data, check and validate uploaded data,											
Define Help Desk procedure, establish help desk team											
<b>Deliverables :-</b> <ul style="list-style-type: none"> <li>• Project go-live checklist report</li> <li>• Data Migration strategies, data migration templates, Cut-Over document, data migration results and sign-offs</li> <li>• Help Desk support document</li> <li>• Product Vendor report with recommended solutions.</li> <li>• Final preparation sign-off document</li> </ul> Go-Live sign-off document											
Phase – VI Stabilization Phase											
Stabilization Phase											
<b>Deliverables:-</b> Issue Log Sheet with resolution document. <ul style="list-style-type: none"> <li>• Security and access controls documentation</li> <li>• COTS ERP administration manuals.</li> <li>• Disaster recovery document and back-up plan.</li> <li>• Performance Monitoring Reports for the company.</li> <li>• Annual Certification stating all patches/ upgrades/service releases have been properly installed.</li> </ul>											
Phase – VI Post implementation Support											
Post implementation Support											
<b>During AMC period :-</b>											



**Note:** The above schedule can be modified at the sole discretion of the company in consultation with the system integrator.

Consultant for the COTS ERP Implementation project will review each deliverable of the system integrator for each phase as part of its Scope of Work

Any other reports/deliverables as may be necessary considering the Scope of work.

## **18. Service Level Agreement (SLA)**

Service Level Agreement (SLA) defines the quality and timeliness of service delivery during the Operations and Maintenance (O&M) phase of a project. SLA helps NFL & RFCL sustain the planned business outcomes from the solution deployed on a continued basis over a sustained period of time.

### **18.1. Purpose of this Agreement:**

- a) The purpose of this SLA is to clearly define the service level standards in terms of availability, performance quality and timelines, to be provided by SI and further enforce it on SI. SLA in this project shall be in effect for the entire contract period (5 years from the day of Implementation and any extension thereof).
- b) The SLA is designed to:
  - i. Define unambiguously the service level standards expected from the SI and also ensure that the desired/ agreed level of services are rendered by the SI to NFL & RFCL.
  - ii. Motivate SI to ensure the service standards are up to the mark.
  - iii. Draw the urgent attention of SI in case there is any issues in the service levels or service level falls below the agreed/desired level.
  - iv. Provide a tool to NFL & RFCL to control and ensure the service levels provided by SI.
  - v. Avoid imposing damages on SI without valid reason.

### **18.2. Escalation Mechanism**

The SLA provides the Levels of support to be provided by the SI along with other important information like criticality of reported incident, incident escalations, responsible office(s) and expected time to resolve the incident. The following characteristics are used to identify the severity of an incident.

- a) Business and financial exposure
- b) Work outage
- c) Number of end-users affected
- d) Workaround
- e) Acceptable resolution time

A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the incident. The designated officer and SI's helpdesk staff may jointly determine the initial severity rating for the report.

*Table: Escalation Matrix*

Escalation Level	Escalation Criteria	Responsible Officer
Level 1	Lower Performance	1) SI's helpdesk executive/ SPOC for the COTS ERP project 2) Manager of System Department, NFL & RFCL
Level 2	Non-compliance	1) Project Manager of COTS ERP project 2) Senior Executive of System Department, NFL & RFCL
Level 3	Issues/ Non-compliances are persisting time and again	1) Project Director for COTS ERP project 2) Administrative Head of System Department, NFL & RFCL

**18.3. Service levels – SI Overall**

- 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 related damages. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below.
- b) The matrix specifies three levels of services namely, baseline, lower performance and non-compliance.
- c) The marks earned for each SLA parameter after adjustment of lower preference and noncompliance deductions for each parameter during each quarter will be added to compute the net score out of 100 (in percentage). This percentage will be applied to the quarterly payment to arrive at the amount payable to the SI for cloud hosting charges for that quarter.
- d) In case marks obtained at point C above is less than 80% in any quarter, NFL and RFCL may treat this a breach of SLA and may initiate the termination of contract as per termination clause of this NIT.

Sr No	SLA Description	Measurement Methodology	Target	Marks
<b>Availability of COTS ERP Application, Web Portal and Infrastructure</b>				
1	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. COTS ERP application, web portal, cloud platform, content management System etc.)  The services shall be measured on 24x7x365.	<u>Baseline:</u> >=99%  <u>Lower Perf.:</u> <99% and >= 98%  <u>Non-compliance:</u> <98%	<u>Baseline:</u> 16  <u>Lower Perf.:</u> 5 marks will be debited quarterly from baseline marks  <u>Non-compliance:</u> 10 marks will be debited quarterly from baseline marks
2	Recovery Time Objective (RTO)	Measured during the regular planned/ unplanned or DC / DR outage	<u>Baseline:</u> <= 4 hrs  <u>Lower Perf.:</u> <=8 hrs and >4 hrs  <u>Non-compliance:</u> Default of the Lower	<u>Baseline:</u> 10  <u>Lower Perf.:</u> 0.125 (1.25%) marks for each instance will be debited from baseline marks  <u>Non-compliance:</u> 0.25 (2.5%) marks for each instance will be debited from baseline marks
<b>Performance of COTS ERP Application and Web Portal</b>				
3	Time to load login page or any other page of the portal that can be viewed by the users without logging into the system (publicly accessible pages)	The time includes the cumulative time of sending the request from a dedicated NFL & RFCL machine over internet to the cloud platform till the time the page fully loads on the machine. The pages will be defined by NFL & RFCL based on the criticality and number of visits to the page.	<u>Baseline:</u> >=95% of the transactions take less than or equal to 3 sec  <u>Lower Perf.:</u> <95% and >=90% of the transactions take less than or equal to 3 seconds  <u>Non-compliance:</u>	<u>Baseline:</u> 10  <u>Lower Perf.:</u> 0.125 (1.25%) marks for each instance will be debited from baseline marks  <u>Non-compliance:</u> 0.25 (2.5%) marks for each instance will be debited from baseline marks

			<90% of the transactions take less than or equal to 3 seconds	
4	Request-Response Time of various forms used by users through portal	<p>The time is the elapsed time between the time requests (submission of form including attachments) is submitted and the time response (acknowledgement) is received back.</p> <p>Irrespective of the transaction type, payment gateway and any third party/ 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 cloud platform environment between the first entry and last exit point.</p>	<p><u>Baseline:</u> &gt;=95% of the transactions take less than or equal to 7 seconds</p> <p><u>Lower Perf.:</u> &lt;95% and &gt;=90% of the transactions take less than or equal to 7 seconds</p> <p><u>Non-compliance:</u> &lt;90% of the transactions take less than or equal to 7 seconds</p>	<p><u>Baseline:</u> 16</p> <p><u>Lower Perf.:</u> 0.2 (1.25%) marks for each instance will be debited from baseline marks</p> <p><u>Non-compliance:</u> 0.4 (2.5%) marks for each instance will be debited from baseline marks</p>
5	Request-Response Time for services accessed by the users (e.g., login and loading of dashboard (default page), Search, view applicant details, Establishment & Finance functions)	<p>The time is the elapsed time between the time requests is submitted to the time the response is received at NFL &amp; RFCL.</p> <p>Irrespective of the transaction type, payment gateway and any third party/ external agency transaction times will be subtracted from the total elapsed time.</p> <p>Measurement will be on real time transactions. The</p>	<p><u>Baseline:</u> &gt;=95% of the transactions take less than or equal to 4 seconds</p> <p><u>Lower Perf.:</u> &lt;95% and &gt;=90% of the transactions should be less than or equal to 4 seconds</p>	<p><u>Baseline:</u> 14</p> <p><u>Lower Perf.:</u> 0.175 (1.25%) marks for each instance will be debited from baseline marks</p> <p><u>Non-compliance:</u> 0.35 (2.5%) marks for each instance will be debited from baseline marks</p>

		response time will be measured at NFL & RFCL machines.	<u>Non-compliance:</u> <90% of the transactions take less than or equal to 4 seconds	
6	Request Response Time for workflow interaction/ workflow based transactions of the services accessed by users	<p>The elapsed time between the time at which request is submitted and the time at which response is received at NFL &amp; RFCL.</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 NFL &amp; RFCL machines.</p>	<p><u>Baseline:</u> &gt;=95% of the transactions should be less than or equal to 4 seconds</p> <p><u>Lower Perf.:</u> &lt;95% and &gt;=90% of the transactions should be less than or equal to 4 seconds</p> <p><u>Non-compliance:</u> &lt;90% of the transactions take less than or equal to 4 seconds</p>	<p><u>Baseline:</u> 10</p> <p><u>Lower Perf.:</u> 0.125 (1.25%) marks for each instance will be debited from baseline marks</p> <p><u>Non-compliance:</u> 0.25 (2.5%) marks for each instance will be debited from baseline marks</p>

7	Request-Response Time for transaction with document retrieval and rendering services through portal for users	<p>The time elapsed between the time at which request is submitted and the times at which first page of the document is retrieved and rendered at NFL &amp; RFCL machine.</p> <p>Measurement will be on real time transactions. The response time will be measured at NFL &amp; RFCL machines.</p>	<p><u>Baseline:</u> &gt;=95% of the transactions should be less than or equal to 10 seconds</p> <p><u>Lower Perf.:</u> &lt;95% and &gt;=90% of the transactions should be less than or equal to 10 seconds</p> <p><u>Non-compliance:</u> &lt;90% of the transactions take less than or equal to 10 seconds</p>	<p><u>Baseline:</u> 4</p> <p><u>Lower Perf.:</u> 0.05 (1.25%) marks for each instance will be debited from baseline marks</p> <p><u>Non-compliance:</u> 0.1 (2.5%) marks for each instance will be debited from baseline marks</p>
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**Performance of Support**

8	Resolution of tickets logged by NFL & RFCL user (except tickets for generation of custom/ ad-hoc reports)	<p>Measurement of time taken in resolution, from ticket logging time at HMS till the resolution is provided. The tickets include turnaround time for repairs or replacements, infrastructure</p> <p>Level 1: Operational issues / show stopper Level 2: available Level 3: Modifications or bug fixes</p>	<p><u>Baseline:</u> a. &gt;=95% of Level 1 tickets should be resolved within 4 working hours, remaining 5% within 8 working hours; b. &gt;=95% of Level 2 tickets should be resolved within 1 working days, remaining 5% within 2 working days; and c. &gt;=95% of Level 3 tickets should be</p>	<p><u>Baseline:</u> 10</p> <p><u>Lower Perf.:</u> 0.125 (1.25%) marks for each instance will be debited from baseline marks</p> <p><u>Non-compliance:</u> 0.25 (2.5%) marks for each instance will be debited from baseline marks</p> <p>resolved within 2 working days and remaining 5% within 4 working days;</p> <p><u>Lower Perf.:</u> a. &gt;=95% of Level 1 tickets should be resolved within 8 working hours, remaining 5% within 1 working day; b. &gt;=95% of Level 2 tickets should be resolved within 2 working days, remaining 5% within 4 working days; and</p>
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				<p>c. <math>\geq 95\%</math> of Level 3 tickets should be resolved within 4 working days and remaining 5% within 6 working days;</p> <p><u>Non-compliance:</u> Default of the Lower</p>
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**Service Level for Change Request**

9	Analysis, Evaluation and Implementation of Change Request	Measurement of time taken in analysing, evaluating and implementing the Change Request.	<p><u>Baseline:</u> Analysis and evaluation of Change Request from the date of receiving the request from NFL &amp; RFCL <math>\leq 7</math> days</p> <p>Change Requests should be completed within 15 days from the date of approval from NFL &amp; RFCL (or as accepted by NFL &amp; RFCL)*</p> <p><u>Lower Perf.:</u> Analysis and evaluation of Change Request from the date of receiving the request from NFL &amp; RFCL <math>\leq 14</math> days and <math>&gt;7</math> days</p> <p>Delay by 7 days in completing the implementation of Change Requests from the approved timeline (within 15 days from date of approval from NFL &amp; RFCL or timeline as accepted by NFL &amp; RFCL)*</p> <p><u>Non-compliance:</u> Default of the Lower</p> <p>*The commercial implications, if any, of the change request will be determined as per the Schedule of Services in the NIT.</p>	<p><u>Baseline:</u> 10</p> <p><u>Lower Perf.:</u> 0.125 (1.25%) marks for each instance will be debited from baseline marks</p> <p><u>Non-compliance:</u> 0.25 (2.5%) marks for each instance will be debited from baseline marks</p>
			<b>Total</b>	<b>Baseline Total: 100</b>

### **A. SLA Supervision**

- a) Reporting Procedures: The SI shall prepare the SLA compliance reports of each quarter in an agreed upon format by the 10<sup>th</sup> calendar day of subsequent quarter. The reports will include details of each and every incident reported to SI i.e. date and time of receiving call/ email, date and time of response/ acknowledgement email, date and time of resolution provided for the reported problem, name of the process/ functionality which not working upto the mark. Total number of incident reported, total number and % of compliance to the service levels, total number and % of noncompliance to the service level etc. The reports along with all the documentary proofs i.e. report from EMS about up & down time, response time etc., report from HMS with details of all the incident reported through phone call/ emails, acknowledgement email/ communication, resolution email/ communication, user feedback (if any) etc. and will be submitted to NFL & RFCL in hardcopy as well as softcopy format. However actual reporting mechanism, format and list of supporting documents will be discussed and finalized by the SI with NFL & RFCL before entering into AMC phase.
- b) Monitoring and Auditing: Nodal officer of NFL & RFCL or its authorized representative (consultant appointed by NFL & RFCL) will be responsible for monitoring the performance of SI against the SLA parameters each quarter, or at any periodicity defined in the contract document/ mutually decided by the both the parties. The review/ audit report prepared based on the performance report, will form basis for any action relating to imposing damages or breach of contract. Any such review/ audit can be scheduled as and when required. The results will be shared with the SI as soon as possible. NFL & RFCL reserves the right to ask SI to provide performance report anytime during the contract period and to appoint a third-party auditor to validate the SLA.

### **B. SLA Change Control**

- a. The present SLA has been worked out on the basis of current business needs of NFL & RFCL. However, as the system evolves over the time, NFL & RFCL's business needs also evolve over the course of the contract period. In view of this requirement of changing the SLA may also arise.
- b. Any request for change in the service levels provided during the term of this agreement shall be documented and negotiated in good faith by both parties. Either party can request for a change. Changes will be documented as an addendum to SLA and consequently the contract.
- c. If in case there is any confusion or conflict between Final NIT document and the contract, the contract and subsequent amendments, if any, shall prevail.

### **C. SLA Change Process**

- a. Both the parties may amend this SLA by mutual agreement in accordance.
- b. Changes can be proposed by either party.
- c. Normally the forum for negotiating SLA changes will be NFL & RFCL's review meetings.

### **D. Version Control**

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

### **E. Issue Management Process**

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between NFL & RFCL and SI. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

- a) Either NFL & RFCL or SI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b) NFL & RFCL will determine which committee or executive level should logically be involved in resolution.
- c) A meeting or conference call may be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- d) SI will provide a temporary work around for critical issues if needed. Permanent solution for the problem at hand will be provided as per defined SLA. The SI will then communicate the resolution to all interested parties.
- e) In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

### **F. Issue Escalation Process**

- a. All issues would be raised to the project management team, which is completely responsible for the day to day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.
- b. If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented by the IT team.
- c. In case one or both the parties are unsatisfied with the decision of the top management of NFL & RFCL, the dispute will be resolved as specified in this NIT.

### **G. Risk and Cost Factor**

In the event of termination of contract on the basis of non-performance by the SI as per SLA, SI will be solely responsible for risk and cost factor thereon. In such an event, the performance bank guarantee furnished by the SI will be encashed and will stand forfeited.

### **H. Breach of SLA**

In case the SI does not meet the service levels and sum of marks of lower performance and/or non-compliance exceeds 20 (twenty) marks in the given quarter, NFL & RFCL will treat it as a case of breach of Service Level Agreement and may go for termination of contract as per the termination clause of this NIT.

### **I. Exclusions**

The SI will be exempted from any non-compliance/delays/slippages on SLA parameters arising out of following reasons:

- a) Delay in execution due to delay (in approval, review etc.) from NFL & RFCL's side. Any such delays will be notified in written to NFL & RFCL
- b) Force Majeure
- c) The network links will be provided by a third party (not part of the consortium as per the contract) and the SI will monitor and report any problems on behalf of third party. If SI notifies and NFL & RFCL approves that the delay or fault was due to the third party link services then such loss will not be considered for tracking SI's SLA parameters (Also reduced from total service time).

#### **18.4. SLA specific to helpdesk and AMC (ERP Implementation Support):**

##### **A. Help Desk Support:**

- The system integrator is required to create and maintain a dedicated onsite Help Desk/Hotline/Service Desk that will ensure problems resolution raised by business users on the implemented COTS ERP solution. The Help Desk/Hotline/Service Desk will be operational at the end of Go-Live phase till the end of 2 year of AMC period.
- It is expected that helpdesk shall be available on a 24x7 basis for the first 90 days of the project stabilization period and subsequently 24x7 availability for each location and all respective departments throughout the 2 years of COTS ERP support of NFL and RFCL. It is expected that help desk support shall be provided to all the users of Corporate Office, all units, zonal offices, area offices, field offices and its department.
- The Bidder's response and resolution time will be the basis for meeting and measuring the expectations of service level agreements and its associated penalties etc.
- During stabilization period of three months (24x7 – 3 Months), Bidder will ensure following minimum number of resources at any point of time as part of the Help Desk Support;
  - a. Corporate Office (NFL ) - 3 Resources
  - b. Corporate Office (RFCL) - 1 Resource
  - c. Bathinda - 3 Resources
  - d. Panipat - 3 Resources
  - e. Nangal - 3 Resources
  - f. Vijaipur - 3 Resources
  - g. Ramagundam -3 Resources
- During the support period of 2 Years – 24x7 support for the corporate office and all the units of NFL and RFCL. At least 5 Resources to be deployed onsite in general shift (8.00 AM to 5.30 PM, 7 days a week) at NFL and RFCL corporate offices each.  
As part of the Service Desk operations, Bidder will establish and set up an IT Service Management (ITSM) tool to provide support to NFL & RFCL users either inbuilt in proposed COTS ERP or any other third party tool as agreed between NFL & RFCL and the system integrator. The system integrator's responsibility will include, but not limited to:
  - a. Establish leading practices of Service Desk
  - b. Prepare detailed help desk methodology and processes
  - c. Prepare help desk structure and escalation matrix
  - d. Prepare help desk manuals
  - e. Provide training and training documents to NFL & RFCL on help desk management ITSM Tool
  - f. Deploy resources for help desk management as per scope and requirements laid out in the NIT
  - g. The help desk support will include the following activities, but not limited to:

- Provide basic menu/screen level support, addressing general queries of users, logging requests, assigning requests to specific help desk individuals
  - Log user calls (through system or verbal communication) and give them a unique ID number
  - Assign severity level to each calls/ issues
  - Track each call to resolution as per agreed SLAs
  - Escalate the calls, to NFL & RFCL if necessary, as per approved escalation matrix.
  - Provide feedback to callers.
  - Analyze the call statistics
  - Creation of knowledge base on frequently asked questions to aid users.
  - Present monthly reports to NFL and RFCL management showcasing issues raised/ issues closed/ compliance to SLAs etc
- Schedule for planned outages of hosting environment should be provided to the company at the starting of each Financial Year/Calendar Year.
  - In case of emergency outages, prior notice of at least 1 working day before, should be given.

### **B. Supervision of SLA**

The company will review the performance of the system integrator against the SLA at any given time or duration. The supervision report about the performance of any services pursuant to this SLA by the system integrator or any other agency as appointed by the company shall form the basis for imposing damages for breach of contract. The results of said review will be shared by the company with the system integrator. Based on the instructions of the company, the findings shall be accepted and addressed by the system integrator with the consultation of the company.

### **C. Reporting Procedures**

The system integrator's representative will prepare and distribute SLA performance reports in the format prescribed by the company in consultation with the system integrator by the first working day of every month for the entire term (including renewal, if any, thereof) of the contract. These reports shall include "actual versus target" SLA performance, a variance analysis, discussion of appropriate issues or significant events, Root cause analysis document, future prevention plan document etc. The system integrator will design the SLA reporting formats (daily, weekly, monthly and quarterly) and get sign off on these formats from the company. The SLA report should be generated through a tool and there should not be any manual intervention. Any breach should be informed via mail to the company with root cause analysis and future prevention plan.

### **D. Issue Management Procedures**

The issue management process for resolution of any issues arising under this SLA during the entire term (including renewal, if any, thereof) of the Contract shall be as set forth. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels. All damages mentioned in this SLA are independent of each other and will have cumulative effect.

### **E. Issue Management Process**

The issue management process under this SLA, briefly stated, would be as under:

- Either the system integrator or the company may document any issue(s) which arises/noticed at any time during the performance of this SLA (the "Issue(s)") and communicate the same to the other Party hereto within 7 days of it arising;
- A meeting will be conducted between the Parties and the issue resolution authority to resolve the issue(s) in a timely manner. The documented issue(s) will be distributed to the participants at least 24 hours prior to the discussion if the issue(s) is not of an

- emergent nature requiring immediate attention;
- The selected issue resolution authority will resolve the issue(s) and communicate the same to the Parties; and
  - In the event any significant business issue(s) is still unresolved, either Party may have recourse to the Dispute Resolution Procedure of the contract.

#### **F. Management Escalation Procedures**

- The escalation matrix will be decided mutually by both parties.
- The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementation of this procedure will ensure that the company and the system integrator are communicating at the appropriate levels. It is agreed that escalation should take place on an exception basis and only if successful Issue resolution cannot be achieved in a reasonable time frame. Also proper escalation matrix needs to be shared with the company.
- If both the parties, i.e. the company and the system integrator are unable to resolve an issue amicably, the Issue would be escalated to the project steering committee with options/risks detailed for decision. The company will make decisions based on the options/risks presented by the project steering committee.

This SLA is supplemental to and not in derogation of the contract and shall be construed accordingly and in the event of any conflict between provisions of this SLA and the contract, the provisions of this SLA will prevail only with respect to the Services pursuant to SLA and save and except as aforesaid the provisions of the contract will prevail.

#### **G. Annual Maintenance Contract (AMC) Phase**

- The AMC shall commence from the date of completion of stabilization phase; and certified in accordance with the terms of this contract and shall run for a period of two (2) years unless terminated as provided herein.
- Robust incident management solution outlining various levels of support aligned to the terms of the SLA agreed shall be established to record, measure and report performance against various key parameters to establish performance of the system integrator.
- It is expected that, there shall from time to time be a need for emergent requirements of the business. These requirements could have a potentially disruptive effect on business operations and the system integrator shall make specific provisions to meet such requirements minimizing any potential disruption.
- The support team of minimum 5 members each should be onsite in general shift (8.00 AM to 5.30 PM, 7 days a week) at NFL & RFCL to facilitate timely resolution of issues.
- The system integrator's representative will prepare and distribute SLA performance reports in the format prescribed by the company in consultation with the system integrator by the first of every month for the entire month. These reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events.
- Monthly entitlement of the system integrator will be calculated for the services provided during the month based upon the performance against SLAs agreed in the contract agreement. Entitlements for the month will be made in consultation and agreement with the company.
- Quarterly entitlement will be the sum total of the monthly entitlements for that quarter.
- Payment of the AMC Services will be made by the company as per the Clause 1.51 of Section II.

### SLA Response Time

Support Category/Severity	Criteria	Response Time	Resolution Time (From Ticket Generation)
Priority 1 (Critical)	The system cannot be used for normal business activities. There is certainty of financial loss to the company.	30 Minutes	Resolved within 90 Minutes
Priority 2 (High)	There is a problem with part of the system, which impacts on NFL & RFCL decision making. No viable workaround is available. There is a likelihood of financial loss.	45 Minutes	Resolved within 4 Hours
Priority 3 (Medium)	The efficiency of users is being impacted, but has a viable workaround.	4 Hours	Resolved within 2 days
Priority 4 (Low)	A low impact problem that affects the efficiency of users but has a simple workaround.	5 Hours	Resolved within 5 days

## SLA Performance Metrics

### Damages for non-adherence to Helpdesk SLA parameters

Severity of Violation	Measurement										
Priority 1 (Critical)	<p>The Critical defects should be resolved within 90 Minutes from the time of reporting full details. For the calculation of damages, the company will calculate the number of violations by the system integrator every month. The calculation will be done as per the following table:</p> <table border="1"> <thead> <tr> <th>% defects resolved within 90 Minutes</th> <th>No. of Violations considered</th> </tr> </thead> <tbody> <tr> <td>&lt;=100% &amp; &gt;=95%</td> <td>0</td> </tr> <tr> <td>&lt; 95% &amp; &gt;= 90%</td> <td>1</td> </tr> <tr> <td>&lt; 90% &amp; &gt;= 85%</td> <td>2</td> </tr> <tr> <td>&lt; 85%</td> <td>3</td> </tr> </tbody> </table>	% defects resolved within 90 Minutes	No. of Violations considered	<=100% & >=95%	0	< 95% & >= 90%	1	< 90% & >= 85%	2	< 85%	3
% defects resolved within 90 Minutes	No. of Violations considered										
<=100% & >=95%	0										
< 95% & >= 90%	1										
< 90% & >= 85%	2										
< 85%	3										
Priority 2 (High)	<p>The High defects shall be resolved within 4 Hours from the time of reporting full details. This service level will be monitored on a monthly basis. For calculation of damages, the company will calculate the number of violations by the system integrator over the Quarter. The calculation will be done as per the following table:</p> <table border="1"> <thead> <tr> <th>% defects resolved within 4 Hours</th> <th>No. of Violations considered</th> </tr> </thead> <tbody> <tr> <td>&lt;=100% &amp; &gt;=95%</td> <td>0</td> </tr> <tr> <td>&lt; 95% &amp; &gt;= 90%</td> <td>1</td> </tr> <tr> <td>&lt; 90% &amp; &gt;= 85%</td> <td>2</td> </tr> <tr> <td>&lt; 85%</td> <td>3</td> </tr> </tbody> </table>	% defects resolved within 4 Hours	No. of Violations considered	<=100% & >=95%	0	< 95% & >= 90%	1	< 90% & >= 85%	2	< 85%	3
% defects resolved within 4 Hours	No. of Violations considered										
<=100% & >=95%	0										
< 95% & >= 90%	1										
< 90% & >= 85%	2										
< 85%	3										
Priority 3 (Medium)	<p>The Medium defects shall be resolved within 2 days from the time of reporting full details. This service level will be monitored on a monthly basis. For calculation of damages, the company will calculate the number of violations by the system integrator over the quarter. The calculation will be done as per the following table:</p> <table border="1"> <thead> <tr> <th>% defects resolved within 2 Days</th> <th>No. of Violations considered</th> </tr> </thead> <tbody> <tr> <td>&lt;=100% &amp; &gt;=90%</td> <td>0</td> </tr> <tr> <td>&lt; 90% &amp; &gt;= 80%</td> <td>1</td> </tr> <tr> <td>&lt; 80%</td> <td>2</td> </tr> </tbody> </table>	% defects resolved within 2 Days	No. of Violations considered	<=100% & >=90%	0	< 90% & >= 80%	1	< 80%	2		
% defects resolved within 2 Days	No. of Violations considered										
<=100% & >=90%	0										
< 90% & >= 80%	1										
< 80%	2										
Priority 4 (Low)	<p>The Low defects shall be resolved within 5 days from the time of reporting full details. This service level will be monitored on a monthly basis. For calculation of damages, the company will calculate the number of violations by the system integrator over the quarter. The calculation will be done as per the following table:</p> <table border="1"> <thead> <tr> <th>% defects resolved within 5 Days</th> <th>No. of Violations considered</th> </tr> </thead> <tbody> <tr> <td>&lt;=100% &amp; &gt;=85%</td> <td>0</td> </tr> <tr> <td>&lt; 85% &amp; &gt;= 70%</td> <td>1</td> </tr> <tr> <td>&lt; 70%</td> <td>2</td> </tr> </tbody> </table>	% defects resolved within 5 Days	No. of Violations considered	<=100% & >=85%	0	< 85% & >= 70%	1	< 70%	2		
% defects resolved within 5 Days	No. of Violations considered										
<=100% & >=85%	0										
< 85% & >= 70%	1										
< 70%	2										

**Note:**

1. Monthly performance evaluation will be conducted by the company.
2. Damages Calculations - The framework for damages, as a result of not meeting the Service Level Targets is as follows:
  - a. The performance will be measured monthly for each of the defined service level metric against the minimum/target service level requirements and the violations will be calculated accordingly.
  - b. The number of violations in the reporting period for each level of severity will be added and used for the calculation of damages.
  - c. Damages applicable for each of the Critical, High, Medium and low severity violations is INR 10,000 (INR Ten thousand) per violation will be deducted from ATS payable quarterly.
  - d. For violation calculation every month, the defects closing date in that particular month will be considered.

**SLA Exclusions on response and resolution time:**

The time lost due to any of the following causes shall not be included in calculating "Resolution Time":

- a. Time lost due to power or environmental failures.
- b. Time taken to recover the equipment because of power or environmental failures.
- c. Time taken for scheduled maintenance/troubleshooting (including backup and restore times) either for preventive purposes or improvement in function or other purposes.
- d. Time taken for reconfiguration or other planned downtime situations.
- e. Scheduled shutdowns as required by the company. The system integrator may also request the company for a shutdown for maintenance purpose, which request will not be denied unreasonably by the company.
- f. Time taken for booting the systems.
- g. Time taken to get approval from all stakeholders for the exclusive availability of system for support activities where the prospective solutions can be tested prior to promotion into production.
- h. Time taken for the company to approve the workaround or fix.
- i. Time taken by the third-party vendors (not part of the consortium as per the contract) and service providers for fixing a product related fault/defect, replacement of part(s), or responding to clarifications.

In the event, NFL & RFCL users are not defining the support category/severities, the system integrator's team will analyse the problem and will set appropriate support category/severity to the problem. In case if the system integrators support team does not agree with support category/severity defined by NFL & RFCL user then all such disagreements will be discussed with Project Manager from the company.

## **Section IV - General Conditions of Contract (GCC)**

### **1. General Conditions of Contract**

#### **1.1 Definitions**

The following words and expressions shall have the meanings hereby assigned to them:

- (b) "Applicable Law" shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (c) "Bid document" shall mean written solicitation that conveys to the bidder, requirements for products/ services that the company intends to buy and implement.
- (d) "Bidder" shall mean the organization submitting the response and bidding for this NIT.
- (e) "Bid/Proposal" shall mean the offer by the Bidder to fulfil the requirement of the company for an agreed price. It shall be a comprehensive techno-commercial and price bid response to the NIT.
- (f) "Company" and " purchaser" shall mean NFL, having its registered office at A-11, Sector 24, Noida, Uttar Pradesh- 201301, India (A Government of India Enterprise) and RFCL 3rd & 4th Floor, Mohta Building 4, Bhikaji Cama Place, New Delhi - 110 066 India and shall include its legal representatives, successors and permitted assigns. NFL and RFCL shall have the same meaning as the "Company".
- (g) "Contract" shall mean this NIT together with all appendix/annexures as referred to in this document, work order, corrigendum/addendum issued by NFL and other documents/correspondence, if any, mutually agreed for making part of contract.
- (h) "Contract Price" shall mean the sum of money stated in the price schedule (refer Form No.6 of Volume III), subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract.
- (i) "Effective Date" means the date on which this contract comes into force and effect pursuant.
- (j) "Foreign Currency" means any currency other than the currency of NFL & RFCL country.
- (k) "GCC" means these General Conditions of Contract.
- (l) "Government" means the Government of India and State government.
- (m) "In writing" means communicated in written form with proof of receipt.
- (n) "Local Currency" means the Indian Rupee (INR).
- (o) "Member" means any of the bidder or bidder's representative entities.
- (p) "Month" shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- (q) "Party" means the company or the system integrator, as the case may be, and "Parties" means both of them.
- (r) "Personnel" means persons hired by the system integrator and assigned to the performance of the Services or any part thereof.
- (s) "Project Leader (COTS ERP)" shall mean the officer appointed by NFL & RFCL to act as Project Leader (COTS ERP) from time to time for the purpose of this contract/ specific work.
- (t) "SCC" means the Special Conditions of Contract.
- (u) "Services" means the work to be performed by the system integrator pursuant to this Contract.
- (v) "The System Integrator (SI)", "Contractor" and "Vendor" means Bidder whose Bid has been accepted by the company for the award of the Contract and shall include their legal representatives, successors and permitted assigns.

#### **1.2 Governing Law**

The contract including the arbitration proceedings shall be governed by and interpreted in accordance with laws of India. The Indian laws shall govern the contract. The system integrator shall execute the work observing the rules and regulations of all governing laws. Any representation with respect to this NIT and an ensuing contract needs to be made within the

jurisdiction.

### **1.3 Consortium**

For the execution of this NIT, consortium is limited to maximum one for each: IaaS provider, E-office solution provider, mail messaging, SDWAN, bandwidth and anti-virus only. OEM authorized ERP implementation partner of the proposed COTS ERP product and other consortium partners are permitted as per the following conditions:-

- i. The OEM authorized ERP implementation partner of the offered COTS ERP Product should be the lead partner of the consortium.
- ii. Response to the bid has to be submitted only by the OEM authorized COTS ERP implementation partner of the offered COTS ERP product and it would be designated as the bidder for the purpose of the bid.
- iii. Response to the bid must contain a written declaration by the competent authority of all the consortium members that :-
  - a. They have collectively agreed to respond to the bid.
  - b. They have nominated the named entity (name of OEM Authorized COTS ERP implementation partner of the offered COTS ERP product) as the leader of the consortium and his nomination will be evidenced by submitting a deed of agreement signed by legally authorized signatories of all the members of consortium.
  - c. The consortium leader is authorized to receive instructions/communications from NFL and RFCL, authorized to incur liabilities and deliver all the provisions of the contract on behalf of the consortium members.
  - d. The leader (SI) of the consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire scope of work including establishment of the performance guarantee under the agreement.
  - e. It will be the responsibility of the OEM Authorized COTS ERP implementation partner of the offered COTS ERP product /Lead Partner to certify the work completed by the consortium partner.
  - f. Lead partner shall be exclusively liable for each and every responsibilities and liabilities for complete implementation of the job on the part of the contractor mentioned in the contract. Simultaneously, NFL/RFCL shall also not be responsible contractually towards any partner of consortium in any way except to the lead partner.
  - g. The consortium partners may see for their back to back agreement with lead partner in their own interest subject to terms of the present NIT/Contract as NFL/RFCL will not entertain any other partner for anything.
- iv. Payments shall be released only to the OEM Authorized COTS ERP implementation partner of the offered COTS ERP product /lead partner against his invoices as per price schedule.

- v. The bidder should provide a declaration from all the consortium members that they have full property right or requisite right to use all the intellectual property / tool they propose to supply or use in the course of the project.
- vi. The offer shall include all the information required for a bid as described in the Bid Document including the eligibility criteria, for each consortium member.
- vii. The offer shall be signed by the OEM authorized COTS ERP Implementation Partner of the offered COTS ERP product /lead partner only.
- viii. The offer submitted by one bidder shall not be permitted to be transferred to another bidder.

#### **1.4 Subcontracting**

- 1.4.1. The system integrator would provide all the services through its own company or the consortium and in no case, the bidder shall subcontract or sublet any portion of the work without explicit written consent of NFL and RFCL. However, if sub-contracting for specialized work is required, the system integrator will take prior permission from NFL and RFCL by giving details of work to be subcontracted, subcontractor profile and experience, and value of the subcontract.
- 1.4.2. In any case, the system integrator shall be solely responsible to ensure compliance of all obligations under the contract.

#### **1.5 Scope of the Agreement.**

The scope of the agreement is as per Section – III scope of work.

#### **1.6 Interpretation**

##### **i. Language**

All correspondence and communications to be given and all other documentation to be prepared and supplied under the Contract shall be written in English, and the contract shall be construed and interpreted in accordance with English language.

##### **ii. Singular & Plural**

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

##### **iii. Headings**

The headings, footnotes and marginal notes in the general conditions of contract as well as in any other part of the contract documents are included for ease of reference, and shall neither constitute a part of the contract nor affect its interpretation.

##### **iv. Persons**

Words importing persons or parties shall include firms, corporations, companies, joint ventures and government entities.

##### **v. Incoterms**

Unless inconsistent with any provision of the contract or Indian law, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by INCOTERMS 2010.

INCOTERMS means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Course Albert 1er, 75008 Paris, France

**vi. Entire Agreement**

The contract constitutes the entire agreement between the company and the system integrator with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

**vii. Amendment**

No amendment or other variation of the contract shall be effective unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party hereto.

**viii. The system integrator**

The system integrator shall be an independent entity performing the contract. The contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the contract, the system integrator shall be solely responsible for the manner in which the contract is performed.

All employees, representatives engaged by the system integrator in connection with the performance of the contract shall be under the complete control & supervision of the system integrator and shall not be deemed to be employees of the company, and nothing contained in the contract awarded by the system integrator shall be construed to create any contractual relationship between any such employees, representatives and the company.

**ix. Waiver**

- i. No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the contract, nor shall any waiver by either party of any breach of contract operate as waiver of any subsequent or continuing breach of contract.
- ii. Any waiver of a party's rights, powers or remedies under the contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- iii. Neither the inspection by the company or the project leader or any of their officials, employees or agents or any order by the company or the project leader for payment of money or any payment for or acceptance of, the whole or any part of the scope of work by the company of the Project Leader, nor any extension of time, nor any possession taken by the Project Leader shall operate as a Waiver of any provision of the contract, or of any power herein reserved to the company, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.

**x. Severability**

If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.

**xi. Commencement of Services:**

The system integrator shall begin carrying out the services not later than seven working days after the effective date of the contract.

**xii. Expiration of Contract:**

Unless terminated earlier, this Contract shall expire at completion of contract period.

**xiii. Modifications or variation:**

Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. However, each party shall give due consideration to any proposals for modification or variation made by the other party.

**1.7 Notices**

Unless otherwise stated in the contract, all notices to be given under the contract shall be in writing, and shall be sent by personal delivery, post/airmail post, special courier, telefax, email to the address of the relevant party, with the following provisions:

Any notice sent by telefax, email shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the contract.

Either party may change its postal, telefax, email address or addressee for receipt of such notices by 10 (ten) days' notice to the other party in writing.

Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

**1.8 Location**

The Services shall be performed at all NFL & RFCL plants/sites/offices as are specified in in this NIT, where the location of a particular task is not so specified, at such locations, whether in the country or elsewhere, as the company may approve.

**1.9 Fraud and Corruption**

If the company determines that the system integrator has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the contract, then the company may, after giving 15 days" notice to the system integrator, terminate the contract, . Should any personnel of the system integrator be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the contract, then that personnel shall be removed immediately.

For the purposes of this sub-clause, the terms set-forth below are defined as follows:

- (i) "Corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or

recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) "Collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of supporting documents material to the investigation or making false statements to investigators in order to materially impede a company investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of NFL & RFCL inspection and audit rights.

## **2. Commencement, Completion, Modification, Termination of contract etc.**

### **2.1. General**

- If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
  - Electricity will be provided free of cost as per requirement of the job in the premises of NFL and RFCL.
  - During the course of execution of the contract, if the bidder has to travel to units, suitable accommodation may be provided for the Bidder or his authorized representatives on chargeable basis if available as per company rule. However this facility will not be extended when the visitor visit the Corporate Office & Zonal Offices since NFL & RFCL do not have its own Boarding & Lodging Facility.
  - The work of the bidder is subject to inspection by the core team and the Bidder has to carry out the work to the entire satisfaction of the core team.
  - If the bidder has put in extra working hours, in order to meet the time schedules, no extra claim/ overtime will be payable on this account. The normal working hours at corporate office are 9:45 am to 5:30 pm and 5 days a week, at Units the working hours are 8:00 am to 5:00 pm and 6 days a week.
- a) **Award of Contract:** The terms and conditions as embodied in the contract shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the Bidders. The terms & conditions given in the tender documents shall also form part of Work Order.
  - b) **Cancellation of the contract:** NFL & RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.
  - c) **Clear understanding:** When a Bidder submits his tender in response to these tender documents, he will be deemed to have understood fully about requirements terms and conditions. No claim from bidder shall be entertained whatsoever on the plea that the bidder did not have a clear idea on any particular point and or a clause of the tender.
  - d) **Blood Relation:** If the Bidder has a relation whether by blood or otherwise with any of the employees of NFL & RFCL, the Bidder must disclose the relation in the self-declaration form, at the time of submission of tender failing which NFL & RFCL may at its discretion reject the Tender of rescind the contract.
  - e) **Issue of Material from NFL & RFCL:** Any issue of materials from NFL & RFCL (if readily available) not covered in NFL & RFCL obligation will be issued and charged on NFL & RFCL issue rate + 25% + All applicable Taxes. The issue of such material will be sole discretion of NFL & RFCL. The System integrator shall make his own arrangement for transportation of the material to the site of work and to the place of erection etc. at his own cost. For making temporary stores / work sites, NFL & RFCL may indicate an area at its own discretion for putting up of a temporary shed.

- f) **Project/Engineer-in-charge:** The Project/Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Project/Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the system integrator may appeal to the Engineer-in-charge whose decision shall be final and binding.
- g) **Workmen Compensation:** The bidder will be solely responsible for any liability of his workers in respect of any accident, injury arising out of and / or in the course of the bidder's employment. To meet the aforesaid obligation under the Workmen Compensation Act, the bidder will obtain an Insurance Cover Note under Workmen's Compensation Policy from any of the insurance company in respect of persons employed by him for carrying out his work and obligations under the agreement. The premium payable for the aforesaid insurance policy shall be borne by the bidder. The bidder shall ensure that the said Insurance Policy remain valid till the expiry of the contract. Photocopy of the above insurance cover is required to be submitted by the bidder to NFL & RFCL immediately after the issue of LOI but before the start of work. Payment against the work done will not be released to the bidder until and unless photocopy of insurance cover is submitted to the company. If any clause in which by virtue of the provisions of Section 12, Sub Section (1) of the Workmen Compensation Act, 1923 or any other Law for the time being in force, NFL & RFCL are obliged to pay compensation to a workman employed by The bidder in execution of work, NFL & RFCL will recover from The bidder the amount of compensation so paid.
- h) **Agreement:** System integrator shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with NFL & RFCL separately within 30 days from the date of work order. The agreement to be executed will be in the Agreement Performa as specified by NFL & RFCL and enclosed in Volume III. The cost of stamp paper will be borne by the system integrator.
- i) **Secrecy:** Any information delivered or otherwise communicated by NFL & RFCL to the bidder in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of NFL & RFCL, be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.  
The Contractor must be registered with PF authorities and have their own PF code number under the Employees Provident Fund and Misc. Provisions Act, 1952. In case of non-compliance with any of the conditions/or provisions contained in E.P.F. and Misc. Provision Act 1952 as amended from time to time. NFL & RFCL reserves the right to provisionally retain 25 % of the contractor's payment towards employee and employer's contribution.
- j) **Laws governing contract:** The system integrator shall ensure that all formalities/permissions /licenses required are completed/complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement/employment of laborers.
- k) **Taxes:** The prices quoted by Bidder are inclusive of all Taxes, duties and other statutory levies excluding GST or which may become applicable / leviabale in future or from time to time during the pendency of the contract. Unless specified to the contrary in the bid, all present and future taxes & other statutory levies shall be borne and paid for by the bidder. Payment of taxes shall be the responsibility of bidder and shall not be payable by NFL & RFCL and the bidder shall not raise any dispute in this regard at a later stage. Rates quoted by bidder and agreed finally by NFL & RFCL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof.

- l) **GST:** GST at applicable rates shall be paid extra. GST Tax shall be shown separately on the schedule of rates and invoices.
- m) **TDS:** TDS as per provisions of Income Tax act 1961 and its amendments from time-to-time, shall be deducted from your bills.
- n) **GST-TDS:** GST-TDS as per provisions of GST Law and its amendments from time-to-time, shall be deducted from your bills.

## **2.2. Effective Date of Contract**

The effective date of contract shall be the award date of work order.

## **2.3. Modifications or variation**

Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. However, each party shall give due consideration to any proposals for modification or variation made by the other party.

## **2.4. Force Majeure**

Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect. Should one or both parties be prevented from fulfilling their contractual obligation by state of force majeure lasting continuously for a period of 15 days, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

## **2.5. Settlement of Disputes and Arbitration**

### **Settlement of Disputes**

- I. Except as otherwise specifically provided in the contract all disputes concerning questions of facts arising under the contract shall be decided by NFL & RFCL, subject to a written application by the system integrator to NFL & RFCL, whose decision shall be binding to the parties hereto.
- II. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided below.

## **2.6. Arbitration**

- a) "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating

to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Chairman & Managing Director, National Fertilizers Limited/ CEO, RFCL (as applicable) for appointment of arbitrator.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The Arbitration & conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.”

- b) “It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI 1 Year MCLR applicable to NFL & RFCL on the date of issue of work order.
- c) The seat of Arbitration shall be at Delhi.

## **2.7. Extension of Timelines**

If the system integrator requires any extension of time for completing the work under the CONTRACT, bidder must apply to NFL & RFCL within seven days from the date of the occurrence of the event, on account of which he desires such extensions and NFL & RFCL may, if it thinks such request reasonable, grant such extension of time as he may think necessary.

The time(s) for completion as specified in this NIT may be considered for extension by NFL & RFCL, if the system integrator has delayed or impeded in the performance of any of its obligations under the contract by reason of any of the following:

- a. Any change in the offered COTS ERP solution.
- b. Any occurrence of Force Majeure.

The system integrator shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the contract.

## **2.8. Termination**

The contract is liable to be terminated/fore-closed if the contractor:

- 1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets
- 2) makes an arrangement with or assignments in favor of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- 3) abandons the work; or
- 4) persistently disregards the instructions of NFL & RFCL; or
- 5) fails to adhere to the agreed schedule of work; or
- 6) assigns or sublets the work in whole or in part thereof without prior written consent of NFL & RFCL; or
- 7) defaults in the performance of the contract; or
- 8) at any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by NFL & RFCL; or
- 9) if the contractor obtains the contract with NFL & RFCL as a result of ring tendering, or with illegal measures;
- 10) Information submitted by the contractor is found to be incorrect.

Such termination shall be by 15 days’ notice in writing and no claim/compensation shall be

payable by NFL & RFCL as a result of such termination.

## **2.9. Consequences of Termination**

If NFL & RFCL terminates the contract for reasons detailed above or for any other reasons whatsoever:

- a) NFL & RFCL shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract plus 25% as administrative charges without prejudice to any other remedies/rights/claims etc. that may be available to NFL & RFCL.
- b) Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited with applicable GST thereon which shall be recovered from the contractor.
- c) The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- d) All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NFL & RFCL as a consequence of termination of the contract.
- e) Apart from above, NFL/RFCL reserves the right to delist/blacklist the contractor.

This is without prejudice to other legal rights of NFL and RFCL.

## **2.10. Fore-closure**

"Company/Purchaser/ NFL/RFCL may at any time and for any reason may terminate the said Contract at Owner's convenience through written notice. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract.

Upon such termination, Contractor shall be entitled to payment only as follows:

1. The actual cost of the work completed in conformity with this Agreement; plus,
2. Such other costs actually incurred by Contractor as are permitted and approved by Purchaser/Company/NFL/RFCL Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

## **2.11. Suspension of Scope of Work**

- 2.11.1. Company reserves the right to suspend and reinstate any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works will be issued by the company to the system integrator in writing. The time of completion shall then be extended by a period to be mutually discussed and agreed.
- 2.11.2. Any necessary and demonstrable costs incurred by the system integrator as a result of such suspension of the works will be paid by the company, provided such costs are substantiated to the satisfaction of the company. Company shall not be responsible for any liabilities if suspension or delay is due to some default on part of the system integrator.
- 2.11.3. If the COTS ERP implementation activity is subsequently revived by the company at any time during the pendency of the contract, the system integrator shall resume the work within 30 days from the date of such intimation at the same rate, terms & conditions of the contract. Accordingly, the validity of the relevant Bank Guarantee should be extended by the system integrator. However, if this calls for system integrator's work beyond the original period of completion, the escalation @ (5)% per year of the fee for the balance

works to be executed during the extended period of the contract shall be payable as given below:

- a) 1st year – 100 + (5)%
- b) 2nd year – 100 + 2 X (5)%
- c) 3rd year – 100 + 3 X (5)% and so on.

## **2.12. Continued Performance**

The system integrator shall not stop working in case of any dispute pending before arbitrator / court / tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the system integrator shall be considered a breach of contract and NFL & RFCL shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

## **2.13. Provisions of Contract Labor**

The system integrator shall comply with the provisions of Contract Labor (Regulation & Abolition) Act, 1970 and rules framed there under as amended from time to time. The system integrator shall abide by all the laws / acts / rules / regulations including labor laws related to PF, Wages, Holidays, Leave, overtime etc.

## **2.14. Make Good Of Any Losses / Damages**

It is understood by the contract that in the event of any losses/damages caused to NFL & RFCL due to the reasons whatsoever within his control and the same losses/ damages are approved by NFL & RFCL, the System integrator has to make good all the consequential damages / losses to NFL & RFCL without any protest and demur. The damages/losses shall be apart from other claims/damages to which NFL & RFCL is entitled under the contract or in the course of Law.

## **2.15. Compliance of existing laws of India**

The system integrator shall ensure that all formalities/permissions/licenses required are completed/complied under the existing laws of India and amendments thereof time to time for and in connection with this contract including engagement/employment of laborers.

## **2.16. Indemnity**

The system integrator shall indemnify NFL & RFCL and keep indemnified for any loss or damage, cost or consequences that NFL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the bidder. The system integrator shall always remain liable to NFL & RFCL for any Losses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not)) suffered by NFL & RFCL due to any technical error or negligence or fault on the part of the bidder, and the bidder also shall indemnify NFL & RFCL for the same. The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.

## **2.17. HSN/SAC CODES**

The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN/SAC code of item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). A proper invoice in the form and manner prescribed under relevant section of GST

Act shall be provided by the bidder.

Bidder / Supplier shall have valid GSTIN / GST, Provisional ID and provide invoice and all other documentation in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL & RFCL to claim input tax credit set off, rebate or refund in relations to payment of GST.

## **2.18. Integrity Pact.**

Bidders will sign the Integrity Pact with NFL & RFCL separately as per enclosed format which is an integral part of the tender documents, failing which the bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding the name & e-mails address of IEMs for NFL are as under:

- Sh. Pramod Deepak Sudhakar [sudhakarpd2@gmail.com](mailto:sudhakarpd2@gmail.com)
- Sh. Ajai Kumar [ajai.kumar3@gmail.com](mailto:ajai.kumar3@gmail.com)

The name & e-mails address of IEMs for RFCL are as under:

- Sh. Rakesh Chopra [chopra.rakesh@gmail.com](mailto:chopra.rakesh@gmail.com)
- Sh. Chandra Prakash [chandraprakash@gargs.com](mailto:chandraprakash@gargs.com)

Kindly upload duly signed copy of Integrity pact along with other documents.

## **2.19. MSMED Declaration**

In case bidder is registered as MICRO, SMALL Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide notification dated 16/06/2006, bidder shall indicate the relevant category in his offer enclosing the following documents, if applicable:

- a) A copy of UAM (Udyog Aadhar Memorandum) / relevant certificate as applicable under MSMED.
- b) Please also indicate whether the MSE owned by SC/ST Entrepreneurs. If yes, attach relevant category certificate issued by authorities concerned.

The above documents should be submitted failing which the bidder shall not be entitled for the benefit under MSMED Act. However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.

## **2.20. Jurisdiction**

The Court(s) at Delhi shall have exclusive jurisdictions to try all the disputes arising out of this contract, subject to arbitration clause of this NIT.

## **3. Obligations of the System integrator**

This section outlines the responsibilities of the system integrator during the entire project duration from project launch to project post-implementation support. The key responsibilities are:

### **3.1. General**

**Standard of Performance:** The system integrator shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, qualified professionals, safe and effective equipment, machinery, materials and methods. The system integrator shall always act, in respect of any

matter relating to this contract or to the services, as faithful advisers to the company.

Subsequent sub-letting/offloading of full or part of the work and supply of third-party software, unless otherwise specified in the contract or with due permission by the company will not be allowed.

All the assistance extended to the system integrator in the form of land, building, equipment, water, and power etc. (as applicable) to be utilized economically and in proper manner. After completion of the work these shall be handed over by the system integrator in good/working condition to the respective authorities. In case of loss or damage, the cost/repair cost will be recoverable from the system integrator.

The system integrator will have to make their own arrangements for the travel and residential accommodation for his employees/other personnel working on their behalf. All expenses on these incidentals are to be borne by the system integrators.

The system integrator shall communicate to NFL & RFCL and submit each deliverable to NFL & RFCL for review and approval. All communications shall be routed through NFL & RFCL with copy to Consultant.

### **3.2. Confidentiality**

The system integrator shall maintain strict confidentiality of all documents and other technical information supplied to them by the company or prepared by them in respect of the works under this contract and shall not pass on any information to any other agencies/organizations without the written approval of the company.

### **3.3. Insurance**

The insurance and safety of all men and material of the system integrator at NFL & RFCL's locations shall be compulsory and responsibility of the system integrator at its own cost until the end of contractual period.

### **3.4. Loss of or damage to Property; Accident or Injury to Employees; Indemnification**

3.4.1. The system integrator shall indemnify and hold harmless the company and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the offered COTS ERP solution whether accepted or not), arising in connection with the supply and installation of the offered COTS ERP Solution and by reason of the negligence of the system integrator, or their employees, or agents, except any injury, death or property damage caused by the negligence of the company, its employees, or agents.

3.4.2. If any proceedings are brought or any claim is made against the company that might subject the system integrator to liability, the company shall promptly give the system integrator a notice thereof and the system integrator may at its own expense and in NFL & RFCL name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the system integrator fails to notify the company within fifteen (15) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the company shall be free to conduct the same on its own behalf at the risk of the system integrator. The company shall, at the system integrator's request, afford all available assistance to the system integrator in conducting such proceedings or claim, and shall be reimbursed by the system integrator for all expenses incurred in so doing.

### **3.5. Reports & Dashboards**

One of the key objectives of this implementation is to facilitate the provision of suitable reports and dashboards for various levels of executives and management of NFL & RFCL. The system integrator shall provide all necessary reporting functionalities to meet the indicative requirements mentioned in the NIT. However, the final collection of reporting and dashboard requirements shall be prepared by the system integrator through consultation with the company during the design phase.

### **3.6. Documents Prepared by the System integrator to be the Property of the Company**

All plans, specifications, designs, reports, other documents and software submitted by the system integrator under this contract shall become and remain the property of the company, and the system integrator shall, not later than upon termination or expiration of this contract, deliver all such documents to the company, together with a detailed inventory thereof.

The system integrator may not retain a copy of such documents and software.

### **3.7. Accounting, Inspection and Auditing**

The system integrator shall permit the company and/or persons appointed by the company to inspect its accounts and records relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the company if required by the company. The system integrator's attention is drawn that acts intended to materially impede the exercise of NFL & RFCL inspection and audit rights provided constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the system integrator Guidelines).

The company will not seek to audit of any confidential information or documents such as internal costing model, profit margins or overhead costs etc. The company will be intimating the system integrator 30 days prior to the execution of audit. Any confidential information relating to the bidder's employees, or minutes of its Internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature shall be sought only to the extent that the information is relevant to this contract.

### **3.8. Program Management Structure**

The Program Management Structure for this engagement consists of the following stakeholder groups:

- **Steering Committee** consisting of representatives of the company, the consultant & the system integrator;
- **Program Management Office** consisting of Project Leader & Project Manager from the company, the consultant & the system integrator;
- **Core group** consisting of functional experts, technical experts and infrastructural experts provided by the system integrator & COTS ERP Product Vendor, technical resources (IT) and functional resources (core and business users) from the company;
- **Non-Core Group** consisting of the end users/power users in the company, and the Helpdesk team (resources from both the company and the system integrator).

### **3.9. Defect Liability**

- 3.9.1. The system integrator shall warrant that the offered COTS ERP solution or any part thereof shall be free from defects in the design, architecture, and development and testing of the COTS ERP solutions supplied and of the work executed.
- 3.9.2. The Defect Liability Period shall be Twelve (12) months from the date of implementation. If during the Defect Liability Period any defect be found in the design, architecture, development and testing of the COTS ERP solutions supplied and of the work executed by the system integrator, the system integrator shall promptly, in consultation and agreement with the company and at the cost of the system integrator, repair, replace or otherwise make good such defect as well as any damage to the company caused by such defect.
- 3.9.3. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Solution or any part thereof, the company may give to the system integrator a notice requiring that tests of the defective part of the Solution shall be made by the system integrator immediately upon completion of such remedial work, whereupon the system integrator shall carry out such tests. If such an element fails the tests, the system integrator shall carry out further repair, replacement or making good (as the case may be) until that part of the Solution passes such tests. The tests shall be agreed upon by the company and the system integrator. If the system integrator does not commence the rectification either by repair or replacement of such defects within 7 (seven) working days from the date of notice by the company or does not complete the rectification with due diligence and within a reasonable time, the company may, at its option, rectify the defects at the system integrator's expense. The company shall, in such case, deduct from payment due to the system integrator the expenses incurred by the company for remedy of such defects without prejudice to the other rights of the company under the Contract.
- 3.9.4. If the solution or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the offered COTS ERP solution or such part, as the case may be, shall be extended by a period equal to the period during which the Solution or such part cannot be used by the company because of any of the aforesaid reasons.

### **3.10. Patent Indemnity**

- 3.10.1. The system integrator shall, subject to NFL & RFCL compliance, indemnify and hold harmless the company and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the company may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing by reason of the installation of the Solution by the system integrator. Such indemnity shall not cover any use of the Solution or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, any infringement resulting from the use of the solution or any part thereof pursuant to this contract agreement.
- 3.10.2. If any proceedings are brought or any claim is made against the company arising out of the matters, the company shall promptly give the system integrator a notice thereof, and the system integrator may at its own expense and in NFL & RFCL name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the system integrator fails to notify the company within Fifteen (15) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the company shall be free to conduct the same on its own behalf at the risk & cost of the system integrator. The company shall, at the system integrator's request, afford all available assistance to the system integrator in conducting such proceedings or claim, and shall be reimbursed by the system integrator for all expenses incurred in so doing.

3.10.3. The company shall indemnify and hold harmless the system integrator and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the system integrator may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided by the company.

### **3.11. Limitation of Liability**

Except in cases of criminal act, negligence or willful misconduct,

- a. the system integrator shall not be liable to the company, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and
- b. the aggregate liability of the system integrator to the company, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the contract price provided that this limitation shall not apply to any obligation of the system integrator to indemnify the company with respect to copyright, patent infringement, workman compensation.

## **4. The System integrator's Personnel**

### **4.1 Description of Personnel**

The system integrator shall employ and provide such qualified and experienced personnel as are required to carry out the services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the services of the system integrator's Key personnel are described below:

#### **4.1.1. Team Profile**

The system integrator should deploy on- site team of resources specialized & experienced in Implementations of offered COTS ERP product to ensure successful and timely completion of the project with the specified experience and skill set as defined in this NIT.

#### **4.1.2. Minimum Resource Deployment**

The system integrator shall deploy full time, onsite human resources across the functional and technical areas, as specified in this NIT, for the mentioned phases of the project. At no point in time, the system integrator's number of resources shall fall below the minimum numbers as defined in this NIT, apart from their concurrent availability at all times. The system integrator should ensure that the team specified as per NFL & RFCL requirement defined in this NIT should be at the ground for the specified operations.

### **4.2 Removal and/or Replacement of Personnel**

Except as the company may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the system integrator, such as retirement, death, of Personnel medical incapacity, among others, it becomes necessary to replace any of the key personnel, the system integrator shall provide as a replacement a person of equivalent or better qualifications which would be approved by the company.

If the company finds that any of the personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the system integrator shall, at NFL & RFCL written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the company.

The system integrator shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the Company**

### **5.1 Services**

The company shall make available to the system integrator the services and Facilities listed below:

- a. NFL & RFCL project coordinator to facilitate discussion with the system integrator's officials at both, Management and Operating levels
- b. Office space and internet connectivity may be provided by NFL & RFCL within office buildings during the onsite visits conducted by the system integrator.
- c. Company to facilitate meetings with authorized personnel when requested by the system integrator to discuss the user acceptance process, where necessary.

## **6. Payments to the System integrator**

### **6.1 COTS ERP Product Based Development/Customization**

This includes the payment for COTS ERP product based development/customization (including preparation of specifications, solution design document, documentation, etc.) and deployment (including UAT, Change Management, etc.) of Application Software and Services. This also includes the payment for licenses, if any that the system integrator proposes to procure for the implementation of the system.

### **6.2 Currency of Payments**

Contract prices is payable in local currency i.e. Indian Rupees.

### **6.3 Terms and Conditions of Payment**

Payments will be made to the account of the system integrator according to the payment schedule stated in the clause 1.50 of section II. Payment shall be made upon submission of the invoice to the company specifying the amount due. Payment shall be made within 30 days from the date of invoice submitted to NFL/RFCL complete in all respects, provided the deliverables have been submitted and accepted/approved by the company. The system integrator shall provide necessary documents to avail Input Tax Credit (ITC) by the company.

It is understood and agreed that no extra payments shall be admissible to the system integrator, consequent on any alleged misunderstanding or miscalculation or arising of any other mistake or factor not specifically provided in the contract.

### **6.4 Payment for Additional services**

For the purpose of determining the remuneration due for additional services as may be agreed.

## **7. Exit Management**

### **7.1. Purpose**

This clause sets out the provisions, which will apply on expiry or termination of this contract agreement.

In the case of termination of the contract the parties shall agree at that time whether, and if so during what period, the provisions of Exit Management Clause mentioned herein shall apply. The parties shall ensure that their respective associated entities (which, in any manner, are involved, in execution of the Project) carry out their respective obligations set out in exit management clause.

### **7.2. Transfer of Project Assets**

The company shall be entitled to serve notice in writing on the system integrator at any time during the exit management period as detailed hereinabove requiring the system integrator to provide the company with a complete and up to date list of the project assets within 30 days of such notice. The company shall then be entitled to serve notice in writing on the system integrator at any time prior to the date that is 30 days prior to the end of the exit management period requiring the system integrator to transfer/handover of the Project Assets to the company or at its nominated agencies, as appointed by it.

Upon serving of a notice, the following provisions shall apply:

Until last date of the exit management period, all risks shall lie with the system integrator for loss of or damage to the whole of part of any project asset. All risk in the project assets to be transferred to the company shall be transferred to the company, on the last day of the exit management period.

### **7.3. Cooperation and Provision of Information**

During the exit management period:

The system integrator will allow the company and/or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the company to assess the existing services being delivered;

On request by the company, the system integrator shall promptly provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this contract (whether provided by the Supplier appointed by the system integrator). The company shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered, performance data, etc. The system integrator shall permit the company and/or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the company to understand the methods of delivery of the services employed by the system integrator and to assist appropriate knowledge transfer.

### **7.4. Confidential Information, Security and Data**

On the commencement of the exit management period, the system integrator will promptly supply to the company the following:

- Information relating to the current services rendered performance data relating to the performance of any external agencies, if any, in relation to the services;
- Documentation relating to Project's Intellectual Property Rights;
- Project data and confidential information;
- All current and updated project data as is reasonably required for purposes of Project;

- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the company or its nominated agencies, to carry out due diligence in order to transition the provision of the services to the company or its nominated agencies.

Before the expiry of the exit management period, the system integrator shall deliver to the company all confidential data, except that the system integrator shall be permitted to retain one copy of such materials for archival purposes only. In case the company notices that the confidential data have been shared by the personnel of the system integrator with any third party, then the company will have the right to take legal action against the system integrator.

Before the expiry of the exit management period, unless otherwise provided under this Contract Agreement, the company shall deliver to the system integrator all forms of the system integrator confidential information, which is in the possession or control of the company or its users.

### **7.5. Transfer of Certain Agreements**

On request by the company, the system integrator shall effect such assignments, transfers, licenses and sub-licenses in favor of the company, or its nominated agencies in relation to any equipment lease, maintenance or service provision agreement between The system integrator and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the company or its nominated agencies.

### **7.6. Rights of Access to Premises**

At any time during the exit management period, if any of the Project Assets are located at the system integrator's premises, the system integrator will be obliged to give reasonable rights of access to (or, in the case of Project Assets located on a third party's premises/Managed services location, procure reasonable rights of access to) the company, and/or its nominated agencies in order to make an inventory of the Project Assets.

The system integrator shall also give the company or its nominated agencies right of reasonable access to the system integrator's premises and shall procure the company or its nominated agencies rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of this contract as is reasonably necessary to migrate the services to the company or its nominated agencies.

### **7.7. Skill Set Requirement**

The system integrator shall design a comprehensive team/organization structure for the company to manage the system. The system integrator shall carry out an analysis of the skill set requirement for the company to manage system and carry out the training & knowledge transfer required to manage system.

### **7.8. Project Documents and other artifacts & SOP**

The system integrator shall complete updating of all the project documents including Standard Operating Procedures and other artifacts and handover the same to the company before transition.

### **7.9. General Obligations of the System integrator**

The system integrator shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the company or its nominated

agencies and which the system integrator has in its possession or control at any time during the exit management period. The system integrator shall commit adequate resources to comply with its obligations.

#### **7.10. Exit Management Plan**

The system integrator shall provide the company with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to this contract as a whole.

- A detailed program of the transfer process including details of the means to be used to ensure continuing provision of the services throughout the transfer process and till the time the proper arrangements are made by the company for provision of services to the stakeholders
- (if applicable) plans for the communication with such of the system integrator's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- (if applicable) proposed arrangements for the segregation of the system integrator's networks from the networks employed by the company and identification of specific security tasks necessary at termination;
- Plans for provision of contingent support to the company and/or its nominated agencies for a reasonable period after transfer.

The system integrator shall re-draft/ update the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the system integrator to and approved by the company or its nominated agencies. In the event of termination or expiry of this contract, each Party shall comply with the Exit Management Plan. During the exit management period, the system integrator shall use its best efforts to deliver the services.

## **Section V - Special Conditions of Contract**

### **1. Sister/group/associates Company/Concern**

The prospective bidders having any common proprietor/partners/ directors/managing partners etc. shall be considered as sister/group/associates company/concern. In such cases, only one of them will be eligible for participation in the tender. Bidders have to submit a declaration on letter head along with the techno-commercial bid that:

- a) No other firm/sister concern/associate belonging to the same group is participating /submitting this tender.
- b) That the bidders, their associates, sister concern, etc. have not been black listed by any institutional agency/Govt. Dept./Public Sector as on bid submission date.

In case of concealment of any fact, if detected later on, such bidders will be debarred from all future dealings with NFL & RFCL as well as cancellation of their bid for this tender.

### **2. Delayed Delivery**

#### **For NFL:-**

In case of delay in delivery of goods/services beyond the contractual delivery date, System Integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of NFL. However, in case of delay in delivery of complete package i.e. implementation period of 12 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (1500 nos.) + 1st Year AMC of ERP licenses + E Office License cost (500 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).

#### **For RFCL:-**

In case of delay in delivery of goods/services beyond the contractual delivery date, system integrator shall claim payment against any milestone, after reducing the invoice value on account of Price Reduction Schedule (PRS) due to delay in delivery @ one percent (1%) per week or part thereof, for the respective milestone payments, defined under Heading Licenses and Implementation Phase under Payment Terms of RFCL. However, in case of delay in delivery of complete package i.e. implementation period of 9 months, price reduction schedule (PRS) shall be applicable @ 1% per week or part thereof, subject to maximum of 10% of Corresponding Contract Value comprising of total License Cost (325 nos.) + 1st Year AMC of ERP licenses + E Office License cost (100 nos.) + 1st Year AMC of e-office licenses (if applicable) + implementation cost + Cloud Hosting Charges ((IAAS) for the 1st Year + cost of other licenses apart from core ERP functions and e-office solution (if any) including its 1st year AMC (if applicable) after adjusting PRS, already applied, if any, during milestone payment(s).

### **3. INTELLECTUAL PROPERTY RIGHTS**

The title, rights and Intellectual Property Rights (IPR) for all the deliverables, source code specific to NFL & RFCL solution, Configurations, etc. delivered by the system integrator as a part COTS ERP Implementation will be the sole property of the company.

## Abbreviations

This list of abbreviations is compiled from terminology that is used in this publication:

Abbreviations	Full Forms
AMC	Annual Maintenance Contract
AP	Accounts Payable
API	Application Programming Interface
AR	Accounts Receivable
ATS	Annual Technical Support
BOM	Bill of Material
BOQ	Bill of Quantity
COTS	Commercial Of The Shelf
CO	Corporate Office
CPG	Contract Performance Guarantee
CSP	Cloud Service Provider
Company	NFL and/or RFCL
DC	Data Center
DOP	Delegation of Power
DR	Disaster Recovery Centre
DMS	Document Management System
EMD	Earnest Money Deposit/Bid Security
ERP	Enterprise Resources Planning
FRS	Functional Requirement Specification
FRSM	Functional Requirement Specification Manual
FY	Financial Year
GCC	General Conditions of Contract
GL	General Ledger
GRN	Goods Received Note
GST	Goods and Services Tax
GSTIN	GST Identification Number
ITB	Instructions to Bidders

Abbreviations	Full Forms
ITIL	Information Technology Infrastructure Library
LAN	Local Area Network
LOA	Letter of Award
MIS	Management Information System
MSME	Micro, Small & Medium Enterprise
MSMED	Micro, Small & Medium Enterprises Development (MSMED) Act
NIT	Notice Inviting Tender
NFL	National Fertilizers Limited
O&M	Operation & Maintenance
OEM	Original Equipment Manufacturer
PO	Purchase Order
PoC/POC	Proof of Concept
PR	Purchase Requisition
Purchaser	NFL and/or RFCL
QCBS	Quality cum Cost Based Selection
QoS	Quality of Service
R&D	Research & Development
RFCL	Ramagundam Fertilizers & Chemicals Limited
SAN	Storage Area Network
SCC	Special Conditions of Contract
SDLC	Software Development Life Cycle
SI	System Integrator
SLA	Service Level Agreement
SOP	Standard Operating Procedure
SOW	Scope of work
SRS	System Requirement Specification
TCO	Total Cost of Ownership
TRS	Technical Requirement Specification
TRSM	Technical Requirement Specification Manual

Abbreviations	Full Forms
UAT	User Acceptance Test
WAN	Wide Area Network