# KOCHI METRO RAIL LIMITED

**(A Joint Venture Company of Govt. of India & Govt. of Kerala)**



REQUEST FOR PROPOSAL (RFP)
FOR

# Supply and Implementation of ERP Solution

RFP NO: KMRL/IT/AE(IT)2013/971

Dtae:23-06-2014

# Tender notice

| Tender Inviting Authority | Director Systems, Kochi Metro Rail Limited (KMRL) |
|---|---|
| Place of availability of Tender Documents (RFPs) | Website only http://www.kochimetro.org |
| RFP and Notice No. | KMRL/IT/AE(IT)2013/971, Dtaed18-06-2014 |
| The contact Person | Assistant General Manager(F&A)<br>Kochi Metro Rail Limited,<br>8th Floor, Revenue Tower, Park Avenue<br>Kochi. 682011. Kerala, India.<br>Phone: +91-484-2380980, +91-484-2350 355, +91-484-2350 455, +91-484-2350955<br>Fax: +91-484-2380686<br>Email: arunkumar@kochimetromail.com |
| Name of the Project Work | Supply and Implementation of an ERP Solution at KMRL and providing operational support for a period of three years. |
| List of Tender documents (RFPs) | One document - RFP for Implementation of ERP |
| Address to send Prebid queries | AGM(F&A), arunkumar@kochimetromail.com |
| Place for Prebid meeting | KMRL, Revenue Tower, 8th Floor, Park Avenue, Ernakulam -682011 |
| Place for submission of bids | Director (System), KMRL, Revenue Tower, 8th Floor, Park Avenue, Ernakulam -682011 |
| Tender Processing fees | Rs.25000/-, non-refundable, to be paid with the bids, through demand drafts/bankers cheque favouring Kochi Metro Rail Limited and payable at Kochi. |
| EMD | Rs.200000/- Refundable, to be submitted along with the bids either as DD/Bankers Cheque or BG |
| Nature of bid process | Two cover system – Technical and commercial proposals |
| Proposal Evaluation Process | Quality cum Cost Based System (QCBS) of evaluation 30:70 (30 points for technical proposals and 70 points for commercial proposals) |

**Schedule of the bidding process**

KMRL would endeavour to adhere to the following schedule:

| Event | Date – deadline |
|---|---|
| Release of RFP | 23-06-2014 |
| Last date to receive Prebid queries | 07-07-2014 |
| Date of Prebid meeting | 10-07-2014 |
| Response to prebid queries | 17-07-2014 |
| Last date and time for submission of bids | 02-08-2014, 1500 pm |
| Technical Bid opening | 02-08-2014, 1530 pm |
| Financial Bid opening | Will be informed through email. |
| Submission of Performance Security | LoI +07 days |
| Signing of Agreement | LoI+10 days |

**The tender data sheet**

| | |
|---|---|
| Overview of the project | • Propose an ERP solution to meet the requirements of KMRL<br>• Implementation of the proposed ERP solution<br>• Support the ERP solution at KMRL for three years, one year mandatory and two years of optional support. |
| Key aspects of the project | • Project management and implementation of ERP<br>• Training of users and data migration<br>• Commissioning of hardware/software for ERP<br>• Post implementation support – onsite and offsite support, one year mandatory, optional two years- extendable at every six months<br>• Setting of Center of excellence<br>• Providing technical staff for skill augmentation at site – post implementation |
| Validity of the Proposal | 180 days from the date of submission of bids |
| Mode of Submission | Technical proposal in one printed copy and two non rewriteable CDs<br>Commercial proposals in print form<br>Two Sealed covers |
| Formats for Technical Proposal | As per Annexure |
| Formats for commercial proposal | As per annexure |
| Evaluation of Technical | Evaluation of Prequalification proposal of the SI |

| proposals | Evaluation of the proposal for ERP Solution<br>Evaluation of technical proposal for implementation services |
|---|---|
| Qualification of proposed ERP Solution | 75 points out of possible 100 |
| Qualification of Technical proposal for implementation | 70 points out of possible 100 |
| Location for the project | KMRL, Ernakulam, Kerala |

## ABBREVIATIONS / DEFINITIONS

KMRL means Kochi Metro Rail limited, the tendering authority

PURCHASER shall mean the KMRL.

SUPPLIER/BIDDER/SI shall mean the person; firm an incorporated entity under provisions of companies act or corporation to whom the Purchase Order is issued.

SYSTEM Integrator (SI) shall mean individual, firm, or corporation or company which implements ERP for the corporation in KMRL and to whom the purchase order is issued. Service provider (SP) also is used to mean the same thing.

ORDER shall mean the Purchase Order and its attachments and exhibits.

Proposal or Response or bid, means the Technical Proposal and the Financial Proposal.

RFP means the Request For Proposal prepared by the Purchaser for the selection of Bidders.

Assignment / job/project means the work to be performed by the Bidder pursuant to the Contract.

Sub-Consultant means any person or entity to whom the Bidder subcontracts any part of the Assignment/job.

BG means the bank Guarantee, submitted by supplier/bidder/consultant required by KMRL

DD means Demand Draft from banks as per conditions indicated in the RFP

EMD means the Earnest Money Deposit or Bid security provided by the bidder along with the proposal as per conditions in the RFP

IT/ICT means Information and Communication Technologies, including software solutions

PBG means Performance Bank Guarantee, to be provided for contracting as per conditions in the RFP

ERP, ERP solution means Enterprise Resource Planning solution or commercially off the shelf software applications, meant for integrating the different processes of an organization on a single software platform

OEM means the original equipment manufacturer, legal owner of the ERP solution

Project or project services, means the supply and implementation of ERP solution at KMRL as elaborated in the RFP document

CoE or Centre of Excellence means the mechanism and structure to manage, develop, modify, customise or implement the ERP system, post the mandatory support period.

LOA (letter of Acceptance) or LOI (letter of Intent) means the formal communication sent by KMRL to successful bidder, post the completion of evaluation and negotiation, to proceed to the next step of signing a contract/agreement.

Contractor means the party which has signed the agreement/contract with KMRL to execute the project.

LLP means the limited liability Partnership firm as defined in the Companies act

Company or firm or LLP means the entity as defined in the Companies act

Statutory Auditor is An Auditor appointed under the Applicable Laws

Scheduled Bank is as specified in RBI Act, 1934

**DISCLAIMER**

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of KMRL or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by KMRL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by KMRL in relation to the ERP Implementation project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for KMRL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KMRL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

KMRL, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything

contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

KMRL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that KMRL is bound to select a bidder or to appoint the selected bidder, as the case may be, for the ERP Implementation Project and KMRL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KMRL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and KMRL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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# 1. INTRODUCTION

## 1.1. INTRODUCTION TO KMRL

Kochi Metro Rail Limited (KMRL) is a special purpose vehicle set up by the Government of India and Government of Kerala with equal equity shares for implementation of the Kochi Metro Rail Project. KMRL is a company registered under the Companies Act. The Kochi Metro covers a rout length of 25.6 KM from Aluva to Petta in the first phase. The project is progressing well and is expected to be completed in the scheduled time.

## 1.2. THE PROJECT OF DEPLOYMENT OF ERP

1. KMRL has conceptualized the project to deploy a proven integrated ERP (Enterprise Resource Planning) solution to automate its operations and integrate its processes

2. The key outcome of this ERP implementation project are linked to service delivery, operational excellence and transparency & Compliance

3. Service delivery to stake holders
   a. Multi-channel service delivery through portal, mobile devices etc.
   b. Consistent and efficient services across devices
   c. Convenience to stake holders in availing the services
   d. Convenience to employees of KMRL in administration and service delivery

4. Operational excellence
   a. Integration of processes –finance, HR, project management, procurement, materials etc.
   b. Utilization of resources – assets, financial resources and intellectual resources for delivering the services
   c. Quicker turnaround time for financial transactions, reporting, analysis and feedback
   d. Excellence in the Deployment of facilities & resources, planning the projects, and exploiting the internal expertise

5. Transparency and compliance
   a. Proactive and tighter adherence to regulation in the financial transactions and operations of KMRL
   b. Adherence to standard government norms in financial transactions, reconciliation and reporting
   c. Compliance to best practices in project management, customer management, and service delivery

**1.3.** **THE STRATEGY OF THE PROJECT**

There are many dimensions to the strategy of the ERP deployment project of KMRL, and they are formulated around the possibilities offered by ERP solutions.

1. Standardization – standardization of processes, records, terminology, information exchange mechanisms

2. Proven solutions - With the scale and criticality of its activities in mind, KMRL has identified that a proven ERP solution would address the following.

   a. There are many references of successful deployment of ERP solutions, in organizations like metro rail corporations, railway operations or transportation businesses

   b. The integration of processes – the ERP Solution will provide an IT platform to integrate all the processes of KMRL

   c. Best Practices – the ERP solution will bench mark with global best practices and processes in the areas of project management, financial management, procurement, materials management, government file management etc.

   d. Multi-channel service Delivery – the ERP solution facilitate transactions to be carried out through multiple devices and computer systems, thereby facilitating multi-channel service delivery to the stake holders.

3. A platform to address the evolving needs – The operational characteristics of KMRL would evolve over a period of time, as the project moves from construction stage to operations of Metro. Keeping in line with this change the requirements of KMRL from the IT system also would change. The ERP solution is expected to act as a platform with which the multiple requirements could be addressed effectively.

   a. The automation and integration of the core business operations

   b. The requirements of asset management and maintenance management

   c. The integration with ticketing operations

   d. A platform to manage some of the regulatory functions under the Unified Metropolitan Transport Authority (UMTA) for Kochi

6. The objective of KMRL in investing in ERP based applications is to:

   a. Achieve quality of service, achieve efficiency and practice better control over the financial transactions & project activities

   b. Establish uniform standards for excellence in operations, project management, human resource management, financial management and performance reporting

   c. Adopt the global best practices in different spheres of, procurement, materials management, human resource management, quality management, customer service, financial management, accounting and performance management.

    d. Phased implementation- keeping in mind the evolving nature of operations of KMRL, it has been decided to implement the ERP solution in two phases, with the first phase focusing on the basic requirements of the Metro Rail system and the second phase of the project focusing on the operational aspects of the Metro rail.

7. The expected outcome of the project

    a. With the deployment of the ERP solution, KMRL expects that different functional modules would be seamlessly integrated with each other so that data duplication doesn't happen and KMRL is able to build strong foundation for decision support system.

    b. Adopting best practices offered by ERP solutions in the key processes like finance and accounts, control, audit, asset management, materials management, human resources management, as applicable to the operations of a Metro Rail project, will lead to efficiency, transparency and informed decision making.

    c. It is expected that the ERP Solution will facilitate embedding best business practices and processes into all its operations, doing away with non-value adding/redundant processes in the various functions of the corporation to make them efficient, transparent and compliant to regulations

## 1.4. THE PROJECT OVERVIEW

1. The project is envisaged to be executed by a competent System Integrator, on a turnkey basis, with responsibility for all the aspects of the project listed in this RFP

1. The system integrator is required to assess the requirements of KMRL as listed in the RFP and propose a proven ERP solution from reputed OEMs, to meet the requirements of KMRL

2. Scope of work for the system integrator is to provide implementation services & post implementation support services, for the proposed ERP solution

3. Sizing the hardware for ERP solution based on the requirements of KMRL and installing/commissioning the ERP solution

4. KMRL will provision the necessary hardware as sized and suggested by the SI

5. Options for Hosting the ERP solution will be separately evaluated and decided by KMRL.

6. The SI is required to provide operational support for the ERP solution, at KMRL for three years.

7. The SI is also required to institutionalize the mechanisms and transfer the

knowledge under the CoE (center of Excellence) so that KMRL will be able to manage the incremental improvements and future expansions of the ERP solution, on its own.

### 1.5. PHASED IMPLEMENTATION

1. KMRL will procure the ERP solution which would best meet its requirements and implement that in two phases.

2. Phase I of the implementation of the ERP will cover the following functions

   a. Finance and accounts

   b. Asset management

   c. Human Resources, Payroll management and administration

   d. Procurement and contracting Management including e-procurement

   e. Materials management

   f. Business analytics

   g. Integration module to integrate other applications

3. Phase II of the implementation will cover the following functions

   a. Real estate management

   b. Project management

   c. Metro operations management

   d. Maintenance management

   e. Asset Maintenance

   f. Government file management

### 1.6. THE PROCESS OF PROCUREMENT

1. KMRL plans to use the services of Information Technology vendors to implement and support the ERP solution at KMRL.

2. With an understanding of the market dynamics and industry structure, KMRL has decided to procure the ERP solution and the ERP implementation services through competitive bidding process.

3. KMRL expects the SI to propose an ERP solution based on the requirements of KMRL articulated in this RFP and the deep knowledge & expertise the SI has on different ERP solutions, available in the market

4. The SI will propose an ERP solution along with technical and commercial proposals for the ERP solution, from reputed OEMs and submit the technical and commercial bids to implement the proposed ERP solution at KMRL.

5. Each bidder can propose only one ERP solution and propose the implementation services for that particular ERP solution only

6. KMRL will have the option to negotiate and procure the ERP solution proposed by the SI, directly from the OEM of the ERP solution.

7. The implementation services for the proposed ERP solution will be contracted with the successful bidder as per the RFP.

8. The implementation services procured through this bidding process will be applicable only for the first phase of the ERP implementation

9. The procurement of SI for the second phase of the ERP implementation will be done separately, through another bidding process, after stabilizing the ERP solution implemented in the first phase.

### 1.7. THE REQUEST FOR PROPOSAL (RFP)

1. This Request for Proposal (RFP) is issued to procure the services of an IT services company or System Integrator to propose an ERP solution and provide the services for implementation of the proposed ERP solution at KMRL (also called as The Project, in the subsequent sections).

2. This RFP contains the following

   a. The eligibility criteria for the System Integrator
   b. The technical requirements for ERP solution
   c. The scope of work for providing implementation services
   d. The bidding terms
   e. The response formats to provide information against eligibility criteria for the system integrator
   f. The technical proposal requirements and response formats for the ERP solution and the implementation services
   g. The commercial proposal requirements and formats for the ERP solution and the implementation services
   h. Proposal evaluation approach for the technical and commercial proposals for ERP solution as well as the implementation services

3. The Annexure of the RFP contains all the formats which are required to be used by the bidders to prepare their proposals/responses

4. For the purpose of enabling the bidders to use some of the response formats, KMRL is circulating the soft copies of the RFP documents. These softcopies contain both editable version and non-editable versions. In case of any conflicts or disputes between the content of the RFP documents, the non-editable version of the RFP documents circulated by KMRL and kept as a copy with the KMRL will be treated as the authentic version.

5. A draft contract with general terms and conditions to be signed with the successful bidder is provided in Annexure. This may undergo minor changes at the time of execution

## 1.8. THE BIDDING PROCESS

1. The bidding process for selection of the System Integrator (SI), to propose and implement the proposed ERP solution at KMRL consists of the following stages of bidding and bid evaluation

2. Prequalification of SI: The prequalification proposal of the SI will be evaluated first for compliance to the conditions listed in the RFP. The technical proposal of only those bidders who qualify in this stage will be evaluated and scored as per the procedures laid out in this RFP.

3. Evaluation of the proposed ERP solution: The technical proposal for the proposed ERP solution will be done as per the conditions in the RFP. The technical proposal evaluation for implementation services of a bidder will be carried out only if the ERP solution proposed by the bidder qualifies the technical evaluation conditions for the ERP solution as listed in the RFP

4. Evaluation of the implementation services for the proposed ERP: The technical proposal for the implementation services for the proposed ERP solution will be done as per the conditions in the RFP. The commercial proposal evaluation for implementation services of a bidder will be carried out only if the bidder qualifies the technical evaluation for implementation services, as listed in the RFP.

5. Selection of vendor based on combined technical and commercial scores: The system Integrator (SI) will be selected for providing the implementation services, by using both the technical and commercial scores described in the RFP. The technical scores for implementation services and commercial bids for implementation services will be used for deciding the successful bidder.

6. The commercial proposal for the ERP solution will be used for price discovery purpose and to negotiate with the OEM of the ERP solution, if required & direct

procurement of the ERP solution from the OEM.

7. Contract Finalization and Award for the ERP solution and the implementation services

**Section 1**

**Technical Specifications for the Project**

## 2. THE SCOPE OF SUPPLY WORK AND SERVICES

### 2.1. THE SCOPE OF THE ERP SOLUTION

The scope and characteristics of the ERP solution to be proposed by the bidders to meet the requirements of KMRL will cover the flowing aspects.

1. Process coverage or the functional units of KMRL

2. User base of the KMRL

3. Solution Capabilities and features

4. Process capabilities for public sector organizations and metro rail corporations, as established by References

5. The solution Integration

6. Future expansion and future proofing

7. Strategic control over technology, usage, deployment and support services

### 2.2. THE SCOPE OF WORK FOR THE PROJECT

The scope of ERP implementation services to be provided by the SI would include the following.

1. Configure/customize the ERP as per requirements of KMRL

2. Integrating the ERP solution with digital signature

3. Integration for banking transactions

4. Integration of the ERP system with biometric attendance system

5. Providing implementation and project management services

6. Sizing the hardware for ERP solution and installing the ERP solution

7. Data Migration of the materials data, project data, employee data, etc.

8. Training the users and facilitating the adoption of the ERP solution by the users/employees of KMRL

9. Providing application support for three years after completing the implementation of the ERP Solution.

10. Setting up the center of excellence (CoE)

11. Providing skilled staff to augment the capacity of KMRL in continuous improvement/adoption of the ERP solution.

### 2.3. THE SCOPE OF WORK FOR IMPLEMENTATION

The scope of work for implementation of the ERP solution are defined by using all the Following areas in conjunction with each other

1. The solution modules of the proposed ERP Solution

2. The best practices and statutory requirements as applicable to public sector operations in India.

3. The best practices as applicable to operations of metro rail corporation.

4. The solution features/capabilities of ERP solution

5. The functional units of KMRL

6. The processes of KMRL

7. The solution users

8. The current systems/Integration requirements

9. The implementation phases, activities, methodology and standards of implementation of ERP

### 2.4. THE FUNCTIONAL UNITS KMRL

The processes of the following functional units of KMRL will be part of the ERP Solution and the implementation, with current level of operations limited to the phase 1 modules of the ERP solutions.

1. HR and Administration

2. Finance and payroll

3. Procurement services

4. Project Management activities

5. Materials management function

### 2.5. THE USERS BASE

1. The proposed ERP solution and the implementation services are expected to cover the following user base of the organization.

2. Similarly the solution should address the processes or operations as carried out by the users listed in the user base

| Functions/divisions of KMRL | No. ERP users | Limited Access users * |
|---|---|---|
| The secretariat of the MD | 4 | 3 |
| Finance, HR & Admin | 10 | 3 |
| Directorate of Projects | 10 | 14 |
| Directorate of Systems | 10 | 12 |
| Total | 34 | 32 |

*These are the users who would carry out activities like applying leaves, checking/updating their own profiles, salary etc – the activities related themselves.

3. The total number of employees for the purpose of payroll will be less than 100 Numbers initially.

4. The number of ERP users who are expected to use the business analytics would be 10 Numbers.

## 2.6. THE SOLUTION CAPABILITIES AND BEST PRACTICES

1. KMRL intends to expand the usage of the ERP platform to cover all the requirements of KMRL, in stages, the SI is expected to propose the ERP solution with the capabilities listed in the Annexure, as well as following key features, keeping in mind the phase 1 and phase 2 ERP requirements.

    a. The capability for managing the real estate functions of a Metro Rail organization

    b. The e-procurement feature and solution to manage the two cover system with digital signature and encryption, for public sector procurement in India.

    c. The file management capability for managing the government files, with work flows

    d. The capability to maintain the assets like the rolling stock, of the metro rail corporation and address the requirements of the operations of the maintenance yard/workshop

2. The SI is expected to deploy the following during the ERP implementation

    a. The ERP solution capabilities/features listed in the annexure

    b. The best practices available in ERP, especially with respect to some of the key requirements of the operations of a public organization

    c. The best practices as applicable to a similar metro rail operations and

project management

### 2.7. THE OVERVIEW OF THE IMPLEMENTATION SERVICES

The scope of activities and services to be provided by the SI as part of the ERP Implementation are expected to be the following

1.  Solution development and implementation services

    a.  Business design or blue print based on the assessment of the operations of KMRL and the current IT applications in use

    b.  Configuration / customization of the ERP Solution

    c.  Data migration for each of the applications, functions into the ERP solution.

    d.  Data Migration of project data, contract data, finance data and employees data, etc. into the ERP solution

    e.  Formulation of cut over strategy and making the ERP solution "usage ready"

    f.  Integration with other applications if required

2.  Project Management services

    a.  KMRL intends to complete the project of implementation of ERP and complete the solution deployment, within six months of signing the contract for implementation. The SI is required to organize the project to ensure these timelines.

    b.  Deployment of a competent team of experts in the area of the ERP and specific functional areas.

    c.  Scheduling the activities so as to complete the project of implementation and ERP deployment with all the functional areas of KMRL within a span of six months of starting the project.

    d.  Deployment of resources to ensure that the project activities are carried out as per plan

    e.  Deployment of a project structure for effective monitoring, review and risk mitigation

3.  Project quality services

    a.  Deployment of experts with deep knowledge of the processes of financial operations of a government body, finance & accounting, government file management, the specific solution modules, for review, expert advice and

quality enhancement

b.  Deployment of templates and standard accepting mechanisms for the project deliverables

c.  Use of native tool like solution manager for managing project repository, and project activities

4.  Feedback, monitoring and adoption

a.  KMRL may use the services independent third party expertise to assess, review and quality control of the project artifacts and deliverables

b.  The SI will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the project timelines

c.  The SI will put together a structure and mechanism for ensuring that all the key functional areas, users of each of the enterprises are consulted, feedback adopted and key differences identified, so as to facilitate standardization as well as user adoption.

5.  Training and documentation

a.  Training all the users

b.  Preparation of user manuals and training manuals

c.  Documentation of processes

d.  Training the key executives for monitoring the performance and using the reports effectively

e.  Training of KMRL core team on selected ERP solution developmental aspects

6.  Support services

a.  Facilitating user adoption

b.  Continuous improvement and refinement of the processes, reports

c.  Operations of help desk and refresher training.

d.  Institutionalizing structures and processes for management of SLA, strategic control

7.  Technical services

a.  Sizing the hardware based on the configuration and usage requirements & suggesting the same in the technical proposal.

b. Provide support to KMRL to install and commission the hardware and the ERP at the data center

### 2.8. THE SUPPORT SERVICES

1. Help desk operations - Initial Response, Immediate telephonic response and support for usage related and other minor problems. Dial-in support for handling, minor bug fix.

2. Onsite support - On-site support for hand holding the users, database recovery and data synchronization after crash, performance tuning, bug fix, update for all critical functions.

3. Operational Support – On-site operational support after implementation

4. OEM support – Ensuring the ERP Solution OEM services for system performance, performance tuning, upgrades etc.

5. Documentation - upgrade the Documentation system on any new releases and provide any updates of technical and functional manuals

### 2.9. CENTRE OF EXCELLENCE

Establishment of centre of excellence (CoE) for ERP with the following

1. Processes and structures for continuous improvement

2. Processes and structures for solution roll out

3. Skills and expertise to maintain support and continuously improve the ERP solution

### 2.10. SKILL AUGMENTATION

1. The SI is required to deploy skilled ERP functional consultants and technical experts to work with KMRL on a man month rate basis, for specific functional areas, to be identified subsequently

2. These functional consultants will work as the members of the internal team of KMRL, during the period of their deployment, carrying out the work as per KMRL requirements.

3. The proficiency for the functional consultants to be deployed as part of the skill augmentation service has to be of the same proficiency as the functional/technical consultants required for the project team.

## 3. THE FUNCTIONS OF KMRL

These are Typical functionalities required in the ERP solution are Indicative & not exhaustive. The SI shall ensure that the proposed ERP solution covers all the requirements of the Generally Accepted Accounting Practices in India, Quality standards applicable to each functional area, statutes rules and regulations applicable to the functions and the International best practices in each discipline.

### 3.1. FINANCE AND ACCOUNTING

- Organization Structure
- General Ledger
- Accounts Receivable
- Accounts Payable
- Payments and Reconciliation
- Costing
- Cash Management
- Bank transactions including reconciliation
- Budgeting and variance analysis
- Assets accounting, physical verification and control
- Taxation, duties and levies
- Banking
- Fund Management
- Tracking of funds Utilization
- Preparation of utilization Reports
- MIS Trial Balance
- Insurance for materials and assets at various locations
- Cost Centre Accounting
- Profit Centre Accounting
- Internal Order cost controlling
- Project costing
- MIS reports
- External Consultancy

### 3.2. AUDIT FUNCTION

- Audit Trail
- Audit of transactions
- Pre audit
- Statutory audits

### 3.3. PROCUREMENT, CONTRACTS AND MATERIALS MANAGEMENT

1. **Procurement**

- Indenting
- Sourcing
- Tendering
- Placement of Order (P.O.)
- Post Order Placement Activities
- Goods receipt
- Procure to Pay - Purchase requisition, Purchase order, Receipt, Invoice entry, Vendor Payment
- Inspection
- Consignment Management
- Procurement of services
- Contract Management
- Scrap sale

2. **Vendor management**
   - Vendor registration
   - Empanelment of vendors
   - Service tax registration
   - Income tax registration – PAN,TAN,TIN etc
   - PF registration

3. **Materials management**
   - Material Master
   - Material accounting
   - Inventory Management
   - Material storage
   - Material issue
   - MIS reports

4. **Asset Management**
   - Asset maintenance
   - Asset diversion, tagging
   - Replacement, scrapping and decommissioning
   - Physical verification and reconciliation
   - Impairment and sale or disposal of assets.

- **Business Analytics**

  - MIS reports on dash board

- **Subcontracting**

The subcontracting process will cover the process of creating a subcontract purchase order to a consultant/contractor, performing quality inspections on the finished work and finally making the payment to the vendor. All material and financial accounting processes will be completely integrated with the above described subcontract process

## 3.4. PROJECT MANAGEMENT

- Materials supply management- Procurement and Logistics Management consultancy services for the projects funded by bilateral and multilateral funding (World Bank, ADB, AFD etc.) agencies as well as those funded by local Government
- Financial, business plan, advisory services (P&C)
- Design, development and implementation of information system

## 3.5. HUMAN RESOURCE MANAGEMENT, PAYROLL AND EMPLOYEE SERVICES

- Employee Master Database
- Recruitment
- Training and Development
- Retirement/ Resignation/ Termination and Death Cases
- Manpower planning
- Employee promotion, performance appraisal
- DAR (Disciplinary Action Rules) & Vigilance
- Medical facilities
- Employee Transfer & Postings and promotion
- Employee Leave Request, Approval & Leave Accounting
- Staff Advances
- Time Management (Attendance system)
- Misc. staff bill processing
- Self/ Company leasing
- Attendance recording
- Roster management
- Payroll administration and accounting
- PF transactions
- TDS and Income tax filing
- Reporting for all the statutory requirements
- Performance evaluation and reporting

### 3.6. BUSINESS ANALYTICS

- Creation of adhoc query, reporting, analysis, dashboard, and user-friendly information search and navigation functionality,
- Installation and configuration of the BI Tool
- To develop Dashboards for all the users.
- To develop and implement ad-hoc reports
- Set up the role based access for each BI user

### 3.7. ENTERPRISE INTEGRATION LAYER

- Define integration scope between the ERP solution and other application
- Set-up data movement
- Validation of data movement between source and target system

### 3.8. E-PROCUREMENT

- Procurement of goods works and services
- Preparation of tenders, indents
- e-tendering, with electronic submission of bids
- Encryption of bids, PKI
- Two cover, or prequalification (three stage) system, as per generally accepted practice of public procurement.
- Tender processing, technical evaluation, commercial evaluation and award
- Banking integration for payment of processing fees or EMD, through credit card, debit card and online banking
- Vendor accounting and online return of EMD
- Integration for electronic BG.
- Analytical reports

## 4. THE SPECIFICATIONS FOR ERP IMPLEMENTATION

The SI is required to deploy a comprehensive Methodology for implementation of the ERP Solution at KMRL to ensure that the organization is able to achieve the objectives of the project and able to harness the capabilities of the ERP solution and the best practices, completely. The implementation methodology should aim for streamlining implementations and deliver faster results to all the stakeholders of the project. At the core of the project methodology is

- The ERP solution implementation activities
- Post implementation support
- Implementation Approach and methodology
- Project plan and structure

### 5.1. THE ERP SOLUTION IMPLEMENTATION ACTIVITIES

1. The Core implementation Activities: The methodology shall be well-defined and structured in approach. It should adhere to the globally accepted best practices of ERP implementation and should cover the following broad phases or work elements

   a. Project Preparation

   b. System Study/Business  Process Design

   c. Configuration/Customization

   d. Integration, Testing & Acceptance

   e. Data Migration

   f. User and Technical training

   g. Cut over and making the ERP solution "usage ready"

   h. Post implementation support

2. Project Preparation: The project preparation will focus on creating the project charter, interfacing mechanisms, the training, the day to day action plan till the completion of the next immediate stage, familiarization of the SI team with KMRL operations and the KMRL team with the action plan of SI etc.

3. Business design and blue print: The SI is expected to formulate the business design or blue print, which will act as the key document for all the subsequent activities. The business design or blue print will cover all the processes of the organizational units listed in the RFP, and will entail detailing the processes/solution capabilities listed in the RFP. This will be carried out through activities like system study, workshop with the users to identify the processes - to agree on the process characteristics and to formulate the process designs, detailing the operations/processes of KMRL, detailing the AS-IS & TO-BE processes, analysis of AS-IS and TO-BE business processes, gaps in relation to best practices as per ERP system, etc. The business blue print as approved by KMRL only shall be implemented. The ERP solution provider shall also approve the business blue print. The SI is expected to deploy standard templates for this purpose. Some of the critical outputs of the business design phase will be

   • The  master list of processes

   • The users to the system, the activities, access rights

   • The reporting requirements, the report formats

   • The identification of interfaces, needs for integration and the scheme for

integration

- The data input requirements and formats

- The outputs/formats required

- The training and change management requirements

- The hardware sizing

- The best practices and the needs for process changes

- The needs for customization to address statutory or organization specific requirements

- The SI will also ensure the following during the implementation

   o Documenting the functional specifications for enhancement, development, interface and reporting requirements (e.g., Layout sets, daily status reports, reconciliation reports etc.), based on inputs

   o Prioritization of the development efforts and estimates for reporting / enhancement requirements.

   o Develop detailed technical design documents for all such development requirements including any data operation and security issues.

4. Based on the functionalities designed, SI shall be responsible for:

   - **Realization:** The system configuration and customization will be undertake based on the approved business design or blue prints. The key requirement will be identification of the processes to be configured and the processes to be customized. After completion of configuration / customization of the ERP solution, System Integrator shall carry out a trial run with KMRL data, and demonstrate the processes to the KMRL user team. If the need arises and the result is not up to the expectation of KMRL management/KMRL user team, further reconfiguration will be done by the System Integrator in order to close any gap left in meeting the desired objective. The SI will also identify/configure the users of the system, the activities being carried out by them and the necessary authorization/limit to access etc. Some of the other key activities will be

      o Integration of the detailed design across modules

      o Testing of configuration of Modules

o   Identification of the fields that need to be captured for the Masters and mapping of the information with the legacy systems

- **Configuration:** In order to minimize upgrade costs, KMRL would like to use standard features of the ERP Solution and the implementer is expected to make the necessary "Configuration" entries in the ERP Solution to achieve the business needs. The configuration includes small routines using User-exits and developing screen variants as needed by the business by setting fields attributes - to hide, display and make them mandatory fields.

- **Customization:**   KMRL intends to implement standard ERP Solution functionality as far as practically possible and to adopt the business processes of the standard ERP Solution and the leading practices available in the offered solution. However SI is required to undertake customization that may be needed in line with the changed, improved or specific business processes requirement prepared during Business blue printing phase of the implementation.

- **Development:** In case the SI intends to develop any application as part of the application to suite the requirements of KMRL, such a development has to be restricted to minimum and has to be necessarily be on the same platform as that proposed for the ERP application. All such applications shall be the property of KMRL.

- In cases where SI recommends that the Customization is needed through software development, KMRL reserves the option to get Expert help to resolve the Functionality gap. In case it is proved that the functionality gap can be taken care through "Configuration" without resorting to "Development Customization", then Configuration only would be the option. The cost of expert help in case of erroneous recommendations by the SI shall be deducted from the progressive payment to the SI.

5. Testing & Acceptance: The SI shall provide standard functionality test suites for testing the modules. For software the SI shall prepare the test plan and shall get it approved by KMRL. Test Data for different scenario (Test Cases) will be prepared in consultation with the users concerned for testing the modules. The pre-commissioning tests shall be carried out to assess the following but not limited to:

   a.  Conformance to the functional requirements,

   b.  Performance of the system with reference to response time and accuracy,

   c.  User friendliness.

d.  Simultaneously, the documentation will also be reviewed by the user to ensure its accuracy and clarity.

6.  System Testing: The System Integrator is required to prepare procedures detailing the steps for conducting System Tests, which are accepted by KMRL. The System Integrator shall after development and customization/configuration of the ERP Solution, conduct tests to demonstrate that the system meets all the requirements (functional and technical) specifications as brought out in this RFP and would be in accordance with the procedures detailed in approved To-Be process document.

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

    - Developing a Test Plan to support Function Testing and System/ Integration Testing and ensuring that the testing of the software is comprehensive and auditable and preparing test cases for User Acceptance Testing (UAT).

    - Testing of the entire new system, as part of system integration testing. And testing of the data conversion and migration to the new system, as part of system integration testing. Integration testing shall be carried out to ensure cross function modules are integrated and transaction data is flowing across the modules accurately.

    - Developing acceptance test procedures to ensure conformance to the required process operations response time, the integrity of the software after installation, and to eliminate any operational bugs. This will include:

        o  Fine tuning of the software, ensuring all required related component software are installed and any debugging required.
        o  At the satisfactory conclusion of these Acceptance Tests to the satisfaction of KMRL, the commissioning/ implementation of the software shall be considered to be complete for the respective location.

8.  Validation: Since the e-procurement system is the one of the most sensitive of the ERP solution component being implemented, the SI is required to get the processes, and the configuration validated by a legal expert for compliance to IT act, evidence act, CVC guidelines, contract act or any such act or guidelines which impact public procurement.

9.  Data Migration: Migration of data in the new system is responsibility of SI. KMRL

along with SI will jointly decide on what data will be migrated and KMRL will take the responsibility of collecting and making the data available in digitized form as per the format suggested by the SI. A detailed plan for data migration is expected from system implementer during the initial stages of the project, which will include data to be migrated, templates for upload of data and data collection/digitization/migration timelines.

Some of the key activities of data migration will be

- Identification & development of the data upload/download programs

- Providing data migration tools and templates to KMRL

- Populate and migrate all the legacy/ raw/new data element to the ERP system

- Training and facilitating the KMRL core team

- Assistance in Checking data quality and Integrity

- Integration testing of the configured system using the populated master and transaction data

- Assist KMRL team in Master Data management

10. The following data are expected to be migrated

- All open transactions and all transactions from the start of financial year of "Usage Ready".

- Standing or master data such as vendors/suppliers, customers, all employees, material, work breakdown structures, equipment, work specification, cost data, etc.

- Transactional data for all live projects. The live project data to be populated based on the agreed TO-BE process requirement.

- All the related Master Data and associated drawings, test results etc. as applicable

- It will be the responsibility of the SI to ensure that data migration is complete in all aspects, within time so that the requirements of the implementation are fulfilled

11. Most of the data migration will be from the existing systems for **financial management and if required from the system for HR & administration**. However wherever the data has to be captured from physical sources, that activity will be carried out and the actual work of data entry will be executed by KMRL.

12. End-User Training - The purpose of end user training is to ensure that all end users are adequately prepared and able to perform their job functions at "usage ready". Training content will depend on the function performed by the end-user; therefore several user profiles will be established.

13. Cut Over Strategy: The SI has to evolve & detail a comprehensive cut over strategy including initial data take on, sequence of data take on, set up of support helpdesk, helpdesk procedure to minimize business impact of cut over activities.

14. The SI is required to undertake the following to review readiness for "Usage Ready" of the ERP system:

    a. Facilitate in setting up central help desk for any queries

    b. Review the health, usage and performance of the system till it stabilizes

    c. Ensuring resolution / Documentation of all issues raised during implementation

    d. Final configuration/ integration, volume and stress testing

    e. Switch over to production environment.

15. Declaration of "usage ready" – the system will be declared "Usage Ready" when the following tasks/activities are accomplished satisfactorily

    a. Acceptance testing

    b. Hardware commissioning

    c. Data migration

    d. Training

    e. User creation / role identification

    f. Help desk

16. Acceptance of "Complete deployment": The ERP system is accepted as "complete Deployment" only after successfully generating at least one balance sheet for the complete operations, for one financial quarter or successfully using the system for three months after usage ready, whichever is longer.

17. User Adoption Support: The System Integrator shall provide User adoption support between the period of "usage ready" and declaration of "complete deployment", by deputing technical and functional consultants at the client site. During this period the SI will address the following.

    a. Hand holding the users to carry out their activities using the ERP system

b. Facilitating the users to use the ERP system on a daily basis

c. Training the individual users with specific processes/activities

## 5.2. TECHNICAL ARCHITECTURE SUPPORT

1. The SI shall validate KMRL's existing technical infrastructure and recommend an appropriate solution to meet KMRL's business requirements in the implementation of the ERP system.

2. The SI shall also monitor the archiving strategy, control and security aspects during implementation of ERP at KMRL.

3. The SI will then recommend the IT architecture design including hardware, and operating system for the implementation keeping in view the geographical spread & complexity of the implementation, communication infrastructure available in the country & at KMRL and Data Archival & Storage requirements. The SI shall ensure that the recommended architecture shall also provide for scalability, disaster recovery, test and production environments.

4. The SI shall assist in providing detailed specifications for the sizing of hardware to be procured by KMRL. The SI shall also validate the hardware configuration to be procured by KMRL.

## 5.3. FEEDBACK AND AUDIT

1. User feedback and internal review:

    a. The SI is expected to build adequate mechanisms to get the feedback from different users of the ERP Solution during different stages of the project. These users/stake holders for giving feedback will be identified by KMRL.

    b. The SI is expected to deploy in this project the expertise of experience of similar projects carried out by it earlier. Although it is not expected that these experts will be full time on site for the project, it is expected that all the key deliverables will go through a review with these experts. Similarly the SI is expected to deploy all the quality assurance mechanisms as per international quality standards for this project.

    c. The SI should clearly indicate up front what are the deliverables which will go through internal review, what type of expertise will be deployed for these reviews and what are the deliverables which will follow the quality assurance plans.

    d. If any of the deliverables are not acceptable to KMRL or its appointed

experts, it will have the right to seek deployment of experts from SI to review the deliverables.

2. Third party audit

    a. KMRL may appoint third party experts to review any or all of business design, configuration and the final system for the adequacy of security built into the system, keeping in mind the sensitivity of the operations of KMRL.

    b. The SI is expected to provide full cooperation to the agency appointed by KMRL for this purpose, to carry out its job professionally.

3. Mechanism to adopt feedback/audit findings: There are three types of feedback for the deliverables – from the third party experts hired by KMRL, from the users/stake holders and from the internal experts of the SI. The following is expected from the SI on these feedbacks/audit findings.

    a. All the feedback will be discussed with KMRL and based on the guidance of KMRL will be incorporated into the project

    b. Since the feedbacks/audit findings for any rework is by nature correcting the inadequacy of quality of the work produced in the first place, KMRL will not accept any change notice requests for these reworks

    c. SI has to build in adequate mechanisms to control the risks of time over runs possibly due to effort required to rework bad quality deliverables

    d. SI has to indicate in the beginning and during the start of each phase how it plans to take feedback and the mechanisms to incorporate the feedbacks into the project plan and deliverables.

    e. SI will report to KMRL how the feedbacks have been incorporated into the project deliverables and take a sign off from the designated authority of KMRL.

## 5.4. SYSTEM STABILISATION SUPPORT

1. After launching of the ERP solution or making it "complete deployment", the SI will provide three months of system stabilization services.

2. During this phase, the SI will take up the following

    a. Tasks related to bug fixing (if any) in customization made in the system

    b. Maintaining back-ups of the implemented system

    c. Coordinating with ERP Solution OEM for any base ERP solution related issues.

    d. Minor developments, improvements in the output and input formats

    e. Hand holding the users

Some of the other activities in this period will include but not limited to

    a. Formulation of Post "Complete deployment" Support Strategy

    b. Formulating the mechanisms for Post "Complete deployment" Monitoring

    c. Carrying out the Review of issues and activities carried out during user adoption and system stabilization period

    d. Monitoring and fine tuning system response

## 5.5. "USAGE READY" DEFINITION

1. "Usage Ready" means commissioning and integration of all the hardware including Data Center, Disaster Recovery Center-if applicable, and all the components of the ERP solution as per the RFP, configured, customized and used successfully by all the intended users of KMRL for successfully executing all the intended transactions as in this RFP and as per the SLAs and / or mutually agreeable levels. The "Usage Ready" shall come into effect only on approval by KMRL.

2. Declaration of "Complete Deployment"

    a. The Project Managers from the KMRL and SI will jointly initiate the notice for declaring "Complete Deployment" after satisfactory completion of all of the following:

    b. All the activities as listed in this RFP

    c. After scrutinizing all the inspection reports, audit findings, Contracts, licensing agreements etc.

    d. Satisfactory completion of closing of accounts and generation of complete balance sheet for one financial quarter, with the ERP solution and approved by the head of finance and accounts of KMRL

3. The "Complete Deployment" notice is submitted to the Steering Committee of KMRL for action.

4. Within fifteen days of receiving the notice the Steering Committee will decide on the actions to be taken on "Complete Deployment".

5. The "Complete Deployment" event comes into effect only when the Steering Committee approves the notice for "Complete Deployment".

6. In the event that Steering Committee does not approve or suggest further action,

the notices are reinitiated only after the recommended actions have been satisfactorily completed.

7. The implementation services for the ERP solution are treated as completed and the support and maintenance services or the post implementation services starts when the following are completed

   a. Completion of the of user adoption services after the "usage ready" of the ERP system

   b. Completion and declaration of "complete deployment" by the steering committee

   c. Completion of the three months of system stabilization support after "complete deployment" of the system

## 5.6. POST IMPLEMENTATION SUPPORT

1. SI shall maintain data regarding entitlement for ERP solution upgrades, enhancements, refreshes, replacements and maintenance.

2. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same should be done as part of ATS.

3. SI should carry out any requisite adjustments / changes in the configuration for implementing different versions of ERP solution.

4. Updates/Upgrades/New releases/New versions. The SI shall provide and implement from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The SI should ensure upgrades, updates & patches of the ERP Solution and tools to KMRL as and when released by ERP Solution OEM.

5. SI shall ensure patches to the licensed software including the ERP solution software, operating system, databases and other applications.

6. Software License Management. The SI shall provide services for ERP license management and control.

7. The post implementation support services will start after the completion of three months of user adoption services

8. The SI is expected to provide the mandatory support services for a period of one year, after the declaration of "Complete Deployment"

9. KMRL will have the options to extend the he post implementation support services by two more years in time buckets of six months each

## 5.7. TECHNICAL SUPPORT

1. The technical support for the ERP solution is meant to ensure OEM support – Ensuring ERP Solution OEM services for system performance, performance tuning, upgrades etc.

2. Formulation of all policies and procedures related to Basis technology, System Administration, Data Base Management, applications, archives, network management & security, back up etc.

3. Prepare requisite system landscape and procedures for smoothly implementing the ERP. This shall also take into consideration the phased pilots and rollouts.

4. The SI shall assist the KMRL team to perform all authorization-related activities (activity group, authorizations, profiles, etc.) till the ERP system stabilizes.

5. Assist KMRL to manage the legacy data interfaces, print spools, batch Jobs, printer configuration etc.

6. Prepare a detailed System administration manual, Data administration manual, operational manual, User manual which shall be used by KMRL employees to run ERP enabled production environment. This shall also include how the various parameters shall be monitored/ tuned in a live system.

7. Finalize the archival policies for all the functional areas. All necessary configurations shall be done and tested.

8. Prepare requisite system configuration for disaster recovery management and Fail Over system plan.

9. Round the clock support for trouble shooting in functional and technical area

## 5.8. CENTRE OF EXCELLENCE (CoE)

1. Before the completion of the mandatory support and maintenance period for the ERP solution, the SI  will help to create a Center of Excellence for operations management of the ERP solution at KMRL, both for technical support and maintenance of the ERP solution

2. The bidder will hand hold KMRL in institutionalizing the CoE.

3. As a part of setting up the CoE, the SI will help KMRL  in

    a. Creating the right structure for the CoE, including planning for the resources required for running it

    b. Capacity building for the CoE, by training the people on the ERP solution

    c. Formulating mechanisms and designing the processes for the CoE to function effectively.

4. The CoE when completely operational (during phase 2) is expected to deliver and focus on the following

    a. Performance analysis and reporting

    b. Continuous improvement of the business processes

    c. Knowledge repository for metro rail operations

    d. Repository for the best practices

    e. Adoption of best practices in operations of metro rail corporation

    f. Enhance the compliance and transparency of operations of KMRL

## 5.9. THE IMPLEMENTATION APPROACH

1. Adoption of best practices: Process Improvement will be done to enable KMRL to adopt some of the best practices embedded in the ERP Solution. The areas that can bring maximum benefits will be identified by SI in close coordination with KMRL process owners. SI will also bring in knowledge of the best practices adopted by other retail industries organization to the KMRL implementation. Since process improvement is a part of overall implementation plan, SI should recommend possible places of process improvement, detailed in the plan.

2. SI is required to capture all the processes in practice at all the locations of KMRL at the time of business blue printing and implementation of the ERP. Wherever possible KMRL would like to adopt the best practices and standard processes available with the ERP solution, including Reports and Forms to the extent possible.

3. The below list of objects developed or changes to standard objects shall be considered as "Configuration" and not as "Customization or development". The SI shall not expect or propose any additional charges for developing these objects. It is expected that such efforts are part of the normal effort for implementation of the ERP solution

    a. Use of ERP solution provided Customer/ User Exits to achieve specific process requirements/ expectations

    b. Configuration of Field selection and Screen Layouts

    c. Definition and assignment of User Defined statuses for various objects

    d. Definition of Authorization Controls and Assignment

e.  Configuration of standard Workflows

f.  Seamless integration across all ERP solution modules and engines or any other third party solutions proposed to meet the requirements of KMRL.

g.  Reports developed in the different functional area using Report Writer/ Report painter

h.  Reports and Variants based on different solution modules/engines along with specific reports.

i.  Change to ERP standard reports/ information systems to define and enable User Specific Variants

j.  Change to ERP standard forms to incorporate standard texts and KMRL logo and formatted to address the KMRL formats.

k.  Conversion Programs developed for migrating Master Data and Open Data for "usage ready" from existing applications.

4.  Plan for customization/development – The SI should plan for following developments as a part of the normal effort for implementing the ERP Solution.

a.  Digital signature integration

b.  Integration for different types of online payments

c.  Integration of the biometric attendance system

d.  Banking transaction integration

e.  Input and outputs to the ERP system from pdf reports

f.  Documents outputs in pdf formats

g.  All the reports required by KMRL

h.  The outputs/prints required for external interactions

5.  Documentation: The SI shall ensure preparation of complete documentation of all configuration settings, customized applications, other activities, steps / stages involved in the implementation including the source code for the customized product developed for KMRL. The SI shall prepare the business process document, end-user manual and training document.

6.  Solution Documentation - The System Integrator will provide detailed final system documentation for reference of KMRL. System Integrator shall prepare the final user manual incorporating all details of all menus and functionality provided by the system.

7. Use of the native Project management tool - The SI will use the native project management tool to record the entire activities of the project including but not limited to

   a. The business design documents with version control review comments

   b. The minutes of the meeting

   c. System documentation

   d. Issue lists, resolutions

   e. Training materials

### 5.10. THE IMPLEMENTATION METHODOLOGY

1. The methodology to be deployed by the SI to implement the ERP solution will have different work elements and activities. All these activities and the work elements should coherently focus on achieving the following key results

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

2. Critical activities of Implementation: While there are different techniques and tools available as a part of the methodology, the following are expected to be part of the implementation methodology to be adopted by the SI

   a. Workshops with different stake holders for capturing business requirements, creating awareness of best practices, communicating the changes, building consensus on process design, for signing off the deliverables etc. These need to be organized at different intervals and in different places throughout the duration of the projects as demanded by the context.

   b. Stake holder consultation other than workshops, with those stake holders who will be identified by KMRL, for the purpose of critical inputs, review, suggestions, process description etc.

   c. Review sessions with different stake holders for signing off the deliverables, walking through the deliverables for facilitating quick understanding

   d. Documentation of proceeding – recording the developments, discussions, deliverables, using standard methodology and native tools available with the ERP solution

   e. Work standards/practices for documentation, configuration, testing, data

migration etc.

f. Training the different stake holders, on a continuous basis

### 5.11. PROJECT DELIVERABLES

1. It is expected that the project will move from one phase to the next only when the deliverables of that phase are accepted. Some of the key deliverables which will signal the successful completion of each of the phases shall be as in the following table. SI is encouraged to propose any additional deliverable/s for the sake of comprehensiveness, based on their experience of delivering similar projects, which can enhance the quality of work.

| Major activity/Mile stone | DELIVERABLE |
|---|---|
| Project Preparation | • Agreed and Finalized Project Plan<br>• Inception Report<br>• Core team training completion report<br>• Team profile finalization and Mobilization Sign Off |
| Business Design | • Master list of processes<br>• "AS-IS" Process Mapping & Analysis"<br>• TO-BE" Process & Gap Analysis Report<br>• Customization Requirement Report<br>• Master Data Structures<br>• Legacy Systems Integration Report<br>• Change Management Requirement Report & Strategy<br>• Business Design Blueprint sign off |
| Configuration, customization | • Configuration Document<br>• Integration and Interface specification<br>• Authorization, Security And Access Control Specification<br>• Demonstration Report |
| Training | • Training Requirement Report<br>• Training Curriculum<br>• Training Schedule & Completion Report |
| Integration Testing | • Unit Test Report, Integration Test Report, Full Load, Stress Test Report & Sign-Off<br>• Integration testing of ERP<br>• System, User and other Manuals |
| Audit and quality control | • Quality Audit acceptance<br>• System Quality Assurance undertaking<br>• Action Taken Report |

| Data Migration | • Functional Specifications for Upload programs<br>• Data Migration Methodology & Completion Report |
|---|---|
| Cut over and "usage ready" preparation | • Functional help manual<br>• Cut over strategy report<br>• Back up strategy and Disaster Recovery Plan<br>• Fail over system plan<br>• Test Report |
| "usage ready" and support | • "Usage ready" Sign Off<br>• Action taken report<br>• Transition Quality Gate(s) Sign-Off |
| Operations and managed services | • Performance Evaluation report<br>• SLA report<br>• Action taken report<br>• Transition plan |

2. The SI is required to provide the details of the corresponding deliverables for each of the mile stones as well as the delivery of priced items at these mile stones. This mile stone to deliverables & supply listing will be the basis for payments for the corresponding priced items.

3. Deliverables acceptance criteria

   a. The acceptance criteria for each phase is the submission and acceptance of all deliverables specified for that phase. The formal acceptance by KMRL of the phase deliverables constitutes completion of the phase and approval to launch the next phase and invoice KMRL for payment if there is a payment attached to that milestone.

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

   c. SI should provide templates of proposed deliverables. At the onset of each phase, SI will meet with KMRL Project Manager to review the applicable templates, tailored to accommodate the needs of the project, and agree on the scope, format, and content of each of the major deliverables for that phase. The agreements made during this meeting will be captured in a Deliverable Review Document (DRD) for each deliverable.

   d. KMRL team will give a go ahead to move from one project milestone to the other project milestone only after the deliverables of a particular project milestone are accepted by the concerned authority. Hence, the protocol for

submission, review, revision and acceptance will be established at the beginning of the project. The SI is required to propose the details of this protocol as a part of the proposal.

4. Project Standards: SI to provide Project Standards for various activities/documentation. Following is a minimum list where standards have to be set by the SI:

   a. Test cases

   b. Test scenarios

   c. Business Process Design

   d. Functional design specs,

   e. Technical design specs

   f. Transporting objects

   g. Change control

   h. Reporting defects

5. Project Success Criteria: The finished ERP solution meets planned scope and specifications

   a. No issues pending at the end of support period

   b. "on-line" transactions of all implemented modules – No backlog / offline transaction data entry during the last month of support

   c. The project is completed on time & All Users adopt the software according to plan

6. Change Requests – since this is a fixed price project with clearly identified scope of solution and services, the SI is expected to complete the project without raising any requests for change and seeking the payments for them.  If there is a genuine change to the scope of work, KMRL will raise or accept change requests and pay for them based on the efforts estimated for them and the cost of manpower indicated by the SI in the commercial proposal. The genuineness of the change will be established based on the process, deliverables, solution capability and the validation of it by the KMRL or its advisors.

## 5.12. PROJECT PLAN

1. The work Plan: Other than the management of resources/deployment of experts and management of timeline as explained in the next sections, the project management will focus on The Work Plan containing a detailed set of phases, work

packages, activities, and tasks preferably from the standard ERP solution implementation Roadmap.

2. Issue Management:  An issue is a formally identified matter that may hinder progress on a project or program and about which no agreement has yet been reached. Often it can be difficult to determine which questions should be documented as issues and which can be resolved directly without impeding the project flow. Those items that require documentation, formal investigation and approval should be managed as issues and this Issue management methodology has to be proposed by the SI.

3. Scope Management: Scope of the project will be managed through a formal scope change management process. Project management is essential to ensure that changes to the scope of the program do not adversely affect the program objectives. Change management documentation of project scope and approval procedures provide a visible decision-making process for the project and provide a clear audit trail of scope changes and the corresponding cost benefit appraisal and has to be proposed by the SI in the Project Management Methodology.

4. Project structure: SI is required to propose a Project structure based on their own experience of successfully implementing similar solution

5. Project Steering Committee: The steering committee would form the apex body on various issues relating to finalization of Functional Policies and Procedures, Requirements Definition and other policy issues. The committee will comprise of the senior executives of KMRL. The steering committee will carry out the following activities:

   a. Mobilize the resources necessary for Project Execution

   b. Standardization of processes and procedures across the company

   c. Only authority to approve deviations in Scope, Project Time Lines and Budgets

   d. Meets monthly to review project progress & resolve issues, if any

6. Project Manager: The Project Manager assumes overall responsibility for the assignment and ensures that all resources required are made available and the engagement is carried out according to agreed plans. He shall function as the primary channel of communication for all KMRL requirements to the implementation team.

7. Functional Consultants: The Functional Consultant shall ensure total understanding of the business and ERP Solution modules implementation approach. He / She shall

effectively customize the various components of ERP Solution as per user requirements and shall also document the processes and procedures relevant to the assignment.  The SI is expected to deploy the following experts for the project

    a. Functional consultant for Project Management/contract management

    b. Functional consultant for Materials management

    c. Functional Consultant for Financial Management/Accounting/Costing

    d. Functional Consultant for Human Resource management and Payroll administration

    e. Functional consultant for public procurement and  e-procurement system

    f. Legal expert with knowledge of IT act, CVC guidelines, contract act etc, as advisor for e-procurement function

    g. Technical consultant for system deployment, commissioning, testing, development/customisation

8. Development Programmers: The primary role of Development Programmers shall be to meet the requirements as specified by the Functional Consultants. He/she shall ensure that the developmental activities are in conformity with the quality guidelines and customer specifications as mentioned in the requests. He shall also ensure thorough testing and validation of the changes proposed and supports the functional team.

9. The minimum proficiency of the experts/resources: It is expected that the key resources to be deployed by the SI would have the following minimum proficiency in the role they are proposed for the project.

    a. Project Manager: MBA with Graduation in IT, Minimum 15 years of experience, experience of managing at least two projects as project manager and proficiency across multiple modules of the ERP solution.

    b. Functional consultants: Graduates in Engineering or business administration or commerce, Minimum 10 years of experience in the functional and implementation of proposed ERP solution, experience of executing at least two projects as functional consultant for the specific functional area. In the case of functional consultant for finance, HR & payroll, experience of implementing the proposed ERP solution at a public sector enterprise or government organisation.

    c. Technical consultants: Graduates in science or Engineering, Minimum 10 years of experience in the technical areas related to the proposed ERP

solution, in terms installation, commissioning, architecting and technical developments.

**5.13. DEPLOYMENT OF NATIVE TOOL**

1. The SI is required to deploy and use the native tool available with the ERP solution for managing the implementation as well for providing application maintenance service. Some of key areas where the native tool needs to be used are:

   a. Project documentation and version control

   b. Deliverables management and version control

   c. Configuration management and version control

   d. Issues and change request tracking

   e. Providing Transparency of all software changes

2. Managing the change request

   a. Full documentation of each change: link to a Change Request and a Service Desk for each change

   b. Collection of all Requests for change

   c. Consolidating demands by bundling similar changes

   d. Scheduling changes according to priority, category and possible impact

   e. Making changes to follow a proven workflow

**5.14. MANAGEMENT OF THE PROJECT TEAM CHANGES/ATTRITION**

1. Since the continuity of the key members of the project team is essential for the success of the project, KMRL shall expect the SI to follow diligent process for ensuring this. The following persons will be considered as key members of the project team during implementation:

   a. Project Manager

   b. Functional consultant for Materials management

   c. Functional consultant for e-procurement with experience in public procurement

   d. Functional Consultant for Financial Management/Accounting/Costing

   e. Functional Consultant for Human Resource management and Payroll administration

     f.  Technical consultant for system deployment, commissioning, testing, development/customisation

2. KMRL would like to identify those persons whose profiles as listed above will be the basis for the evaluation of the competence of SI to carry out the implementation of the Project at the KMRL as the "Key personnel". It is the responsibility of SI to deploy these resources either on a full time or part time basis for the activities they have been proposed to be deployed during the entire duration of the Project as per the response to the RFP submitted by SI. The team will be on board only after KMRL accepts the profiles proposed by SI

3. In the event that the KMRL identifies any personnel of SI as "Key Personnel", then SI shall not remove or replace such personnel without the prior written consent of the KMRL, unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

4. Under any circumstances when the Key Personnel are to be replaced or removed, SI shall put forward the profiles of personnel being proposed as replacements. These profiles should be either equivalent or better than the ones being replaced. However whether these profiles are better or equivalent to the ones being replaced will be decided by KMRL or its authorized representative. KMRL or its authorized representative will have the right to accept or reject these substitute profiles.

5. In the event that any Key Personnel is to be replaced for reasons not attributed to the KMRL the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 7 Working Days from the date of exit of such personnel. If replacements do not take as stipulated here, KMRL will have the option to penalize the SI for bad delivery and material breach

6. At the project preparation stage the SI will share the profiles of the key members with KMRL and these key profiles should meet the specifications highlighted in the RFP as well as the proposal submitted by the bidder. The replacement will be on board only after KMRL accepts the replacement.

**Section 2**

**Guidelines for proposal preparation and bidding terms**

**4. GUIDELINES FOR PROPOSAL PREPARATION AND SUBMISSION**

1. Since the requirements of KMRL for implementation of the ERP Solution, terms of scope of work and expertise required for implementation are unique, KMRL intends to consider only those IT services organizations that have the requisite capability and competency, in terms of technical strengths, experience of carrying out similar project and financial stability to address the requirements of KMRL.

2. Keeping this requirement in mind KMRL has formulated the eligibility criteria to select the IT services organizations/companies who have the requisite experience, competence and financial strength

3. All the bidders will be assessed against the eligibility criteria and all the criteria listed in this section will be used for evaluation.

4. Keeping in mind the requirements laid down in the eligibility criteria, the bidders are suggested to assess their eligibility before submitting the bids.

5. The references provided by the SI for the ERP Solution has to be the same as the ERP solution the SI has proposed.

6. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below.

**4.1. THE ELIGIBILITY CRITERIA FOR THE SI**

1. The following are the eligibility criteria for qualification for bidding in this tender for the SI and all the criteria are mandatory for qualification of the SI.

2. The SI is required to use the formats and guidelines provided in the annexure to provide information on the eligibility criteria.

3. Criteria related to Incorporation of the Firm, Legal entity:

   a. The bidder must be a legal entity registered in India under the Companies Act, 1956, having registered office and operations in India.

   b. The entity should have been operational in India for at least the last three financial years i.e. entities in existence on or before 01-04-2011.

   c. The bidder must be a single legal entity and not be a consortium of firms.

4. Government Regulation

   a. The company or the bidder should not have been barred or black listed by the Central Government, Government of Kerala, the subordinate organisations or public sector undertakings of government of Kerala, a statutory authority or the public sector undertakings of the central government, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate

   b. The bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such bidder or its Associate.

   c. The company should have a Valid PAN number

   d. The company should have a Valid Service tax number

5. Criteria related to financial viability.

   a. The annual sales for each of the last three financial years (2011-12,2012-13, 2013-14) should be at least Rs.100 crores from IT services business

6. Criteria related to experience in providing services related to the ERP Implementation and support.

   a. The SI must have successfully implemented or provided support services for the proposed ERP solution at two different customers in India with each of the customer having at least 100 users for the proposed ERP solution

   b. The SI must have successfully implemented the proposed ERP solution or provided ERP support services, for a Public Sector Company/Government Organization/government Department in India having at least 100 users for the proposed ERP solution, other than the services covered under clause 6(a) above.

7. Criteria related to availability of consultants in adequate capacity

    a. The SI must have a team of at least 100 ERP consultants of the proposed ERP Solution, on its rolls having experience in implementing all the major modules/solution components of the proposed ERP Solution collectively.

8. The SI should have an active partnership agreement with the OEM of the proposed ERP solution to provide implementation services to implement the ERP solution in India.

9. The SI should have a minimum SEI-CMMi Level 5 certification as on 31.3.2014

## 4.2. GENERAL GUIDELINES FOR THE TECHNICAL PROPOSAL

1. The bidder must fully understand the scope of the ERP solution and services for implementation as outlined in the RFP. The bidders are expected to examine, understand and comply with all the instructions, formats, terms & conditions, solution and services requirements and other information in the RFP documents before submitting the bids. Failure to furnish all the information required by the RFP or submission of a proposal not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of the proposal of the bidder.

2. The bidder is required to provide in the Technical Proposal details of how it proposes the ERP solution as to provide the implementation services to address all the requirements of KMRL as listed in this RFP.

3. The bidder is expected to understand the complexity of the requirements for an ERP solution and implementation of the proposed ERP solution at KMRL, the complete solution and services footprint, the processes and functions of KMRL while preparing the Technical Proposal.

4. The bidder is expected to bid for the project with a complete understanding that, all services and deliverables listed in this RFP need to be fulfilled while executing the project.

5. While the bidder has the freedom in making any assumptions about the processes and functions of KMRL while interpreting the details given in this RFP, such assumptions cannot be the basis for any bargaining or different interpretation of

the solution capabilities of the proposed ERP solution or the processes of KMRL, during the execution of the project

6. The bidder is expected to bid for the project with a complete understanding that, all the processes and functions given in the RFP need to be implemented using the solution components of ERP, and deliver the services, solutions given in the RFP, at a fixed price, without any provisions for bargaining or for a different interpretation of the specifications in the RFP and a change in scope, while executing the project.

7. KMRL retains the right of the final say in interpreting the requirements of the ERP solution capabilities, the processes & operations of KMRL, and the scope of the Project in terms of the services and deliverables KMRL expects from the SI, as listed in this RFP.

8. Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the Business Design phase from the way they are specified in the RFP should not be considered as deviations or extensions to the original process specifications

9. The technical proposals must be complete in all respect and should cover the entire scope of ERP solution and the project as stipulated in the tender document.

### 4.3. CHECK LISTS FOR THE PROPOSALS

1. The following check lists are provided in the annexure to be filled up and submitted with the technical proposals

    a. Check list for general formats/response

    b. Check list for eligibility requirements and the proposal

    c. Check list for technical proposal for ERP solution

    d. Check list for technical proposal for ERP implementation

2. Each of these check list should be included as the top sheet of the sections on the respective proposals

3. The bidders are also requested to indicate in the check list, against the specific parameters of the eligibility requirements, whether the response qualifies/meets the requirements as per the bidder's own assessment

4. The bidders are requested to indicate in the check list for the technical proposals, the scores against the respective parameters, as per the bidder's own assessment.

## 4.4. PATENT / INTELLECTUAL PROPERTY RIGHTS / COPY RIGHTS.

5. If the bidder intends to use any third party tools or methodology or any proprietary tools, during the Project, for the purpose of the project, the bidder is required to confirm that there are no infringements of any Patent or intellectual and industrial property rights or copy rights as per the applicable laws of relevant jurisdictions. The bidder is requested to use the Form in the Annexure for providing patent right confirmation.

6. The OEM of the proposed ERP solution to declare that they are the rightful owners (copyright, patent rights or Intellectual property right, as the case may be) of the solution and have the rights/authority to license the solution to KMRL

## 4.5. CONDITIONS FOR TECHNICAL PROPOSAL

1. The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification of the proposal.

2. The Technical Proposals must be direct, concise, and complete. Any information not directly relevant to this RFP should not be included in the proposal. KMRL will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, KMRL is making available an electronic version of this RFP.

3. KMRL is also open to any suggestions that the bidder may want to render with respect to the ERP solution capabilities to be deployed, implementation of the proposed ERP solution at KMRL, its coverage, and the best practices to be adopted in the light of their expertise or experience from similar assignments.

4. Wherever the customer name is asked for, for experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.

5. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments

6. The technical proposal must not contain any price information.

**4.6. OUTLINE FOR THE TECHNICAL PROPOSAL FOR THE PROJECT**

1. The technical proposal or the technical bid should address the following points. The bidder is requested to use the formats provided in the subsequent sections, wherever applicable

2. Methodology and approach for implementation of the solution in terms of process design, solution configuration, deliverables, formats for deliverables, the project standards, the acceptance criteria for the deliverables, , data migration, testing, user adoption, cut over etc.

3. Project Plan, structure and team – the project timelines, resource loading, and expertise deployed for the project, the mechanisms for review, feedback, risk mitigation etc.

4. Support and maintenance – the approach, methodology, plan, resource loading etc.

**4.7. TECHNICAL PROPOSAL FOR ERP SOLUTION**

1. The bill of materials: The Technical proposal for ERP Solution should contain details of the solution components proposed along with how each of the solution components would meet the requirements of KMRL. The technical proposal should address the following:-

   a. Functional coverage of the solution proposed

   b. The complete landscape of the solution with modules, integration points etc.

   c. How the different processes of KMRL are integrated with the solution

d. The bill of material of the ERP solution with a list of all the modules, tools independently priced items along with metrics for licensing (pricing) and total quantity proposed

e. The rationale for the different solution components and the licensing metrics

f. The rationale for the sizing of the different modules of the ERP

g. How the solution components are sized and their relationship to licensing metrics

h. The details of third party solutions if any, their description and purpose, licensing metrics and sizing considerations

i. The bidders while proposing the ERP solution with detailed bill of materials, as per the format provided for the Technical proposal, are also required to provide definitive commitment on how each section of the processes described in the RFP are addressed by which module/components of the bill of material

2. The solution fitment: The bidders are requested to use the following guideline for indicating the capability of the ERP solution proposed, against each of the features listed in the FRS as per Annexure. Response to the each of the line item in the functional requirements specifications need to be as per the guideline listed in the table.

| Compliance | Guidelines | Response |
|------------|-----------|----------|
| Standard | The specific requirement or process is a standard feature with the ERP solution | S |
| Work Around | The requirement can be realised by modifying the process but without any development | W |
| Customization | The requirement can be realised by writing a set of software codes | C |
| Third Party | The specific requirement is realised through a third party tools | T |
| Not Possible | The requirement is not possible or not part of the proposed ERP solution | N |

a. If and only if the ERP solution proposed by the bidder is capable to support the specific functionality or the feature is a standard feature in the ERP solution, the bidder is required to mark "Standard" against the functionality/specification

b. If the specific functionality or feature could be realized by the ERP solution proposed by the bidder by modifying the process, i.e. the basic purpose of the process or feature could be achieved by modifying a standard feature, but without any customization or development, the bidder is required to mark "work around" against the functionality/specification

c. If the ERP solution proposed by the bidder can be customized or modified to support the specific functionality or the feature the bidder is required to mark customization against the functionality/specification

d. If the ERP solution proposed by the bidder is not capable to support the specific functionality or the feature is not available in the ERP solution, the bidder is required to mark not available, not supported against the functionality/specification

e. The bidder is required to use the functional requirement specification in Annexure with the RFP for providing the response on the solution fitment.

3. The licensing conditions: The bidders are requested to furnish the details of the licensing terms, the definitions and the licensing metrics for all the elements/modules proposed in the bill of materials. The bidders are requested to provide a copy of the draft licensing agreement to highlight these.

4. References: The bidders are requested to provide the references of the deployment of the proposed ERP solution for the following types of organisations/businesses by using the formats provided in the Annexure. The references should be for deployment which are less than five years old, and are currently active.

a. Deployment of the proposed ERP solution in Metro rail organizations in India

b. Deployment of the ERP solution in Railway organizations

    c.  Deployment of the ERP solution in public sector organizations or public sector enterprises, specifically for the functions of payroll, HR and finance & accounts

5.  Key technical features: The bidders are required to provide the compliance of the proposed ERP solution to the following key technical features, using the formats proved in the Annexure

    a.  Proposed application shall offer all the functionalities required as per scope – Financial Accounting, Procurement, Inventory Management as a single application solution covering real time posting.

    b.  The Proposed ERP solution should have all the core modules with required functions as natively integrated applications on a single interoperable open platform.

    c.  The ERP Solution should provide wide range of security features such as single sign-On (SSO), Multiple Authentication, Authorization and Integrated User management

    d.  The ERP solution should provide implementation, administration and operational tools seamlessly integrated with the product.

    e.  The ERP Solution should be Uni-code Compliant, support N-tier and Internet architecture, be natively built based on 64 bit operating system and support application and database clustering and load balancing

    f.  The ERP Application shall provide an application architecture which can be integrated with third party/ legacy applications using the built-in integration tools

    g.  The ERP Application should be able to generate report output directly in excel, PDF, text, XML, HTML or such other file types.

    h.  ERP Application should have single sign-on access across applications and should be intuitive, with easy-to-use user interface that can be accessed via the web interface.

i. ERP Application should have ability to provide concise overview of parameters like configuration changes, infrastructure usage, performance, required maintenance activities, potential security issues, status of business flows and diagnostic test results

j. ERP Application should provide performance statistics for the CPU/ Memory, database, Application servers

k. The ERP Application shall have a built in software to manage application software backups and restore with Source Control and the solution shall have a built in software to manage automated database backups and restore

l. The ERP Application should include tools/ mechanism for System, Database and performance measurement activities

m. ERP Application / System should have tools for administration of Configuration management, Performance tuning, System diagnostics and Capacity planning

n. The ERP solution should support multiple levels of reporting including transactional reporting, analytical reporting etc. It should support reporting on excel sheets as well as format intensive reporting, graphics and will have a facility to drill down

o. The ERP solution should come with inbuilt tools for data migration, upgrades etc.

p. The ERP solution should have provision for handling reporting through a data warehouse

q. The ERP Solution should provide application development tools to support the continuous development/refinement of application

r. The ERP solution should provide a robust set of communication and reporting tools and must be able to auto-trigger emails / SMS communications to concerned as per business rules configured in the system.

s. The ERP solution shall be in operation in at least one Metro or railway organization in India and at least two central PSUs in India.

6. Strategic requirements and business ecosystem: The bidders are requested to provide the compliance and the characteristics of the proposed ERP solution to the following requirements

   a. The ERP solution shall be implemented and maintained by System Integrators based out of India, without depending on the OEM and should have at least ten certified partners in India for implementing and maintain ace/support of ERP.

   b. The ERP solution should be able to meet the India specific requirements on service Tax, TDS etc. and has the facility to provide these changes for localization on a continuous basis

   c. The Proposed ERP Application should support – all of the Operating Systems- Microsoft Windows, UNIX, Linux, MAC etc. and the proposed ERP application should be capable of supporting all standard Databases like Sybase, SQL, Oracle and DB2

   d. The ERP Solution should be supplied with the source code and the customized source codes of the ERP solution. These Codes should be part of deliverable without any preconditions

   e. The ERP Solution OEM should have its own R&D centre in India employing more than 1000 employees on roll doing development

7. A platform for future expansion: The bidders are requested to provide how the proposed ERP solution meets the following future requirements of KMRL, with references.

   a. The need for an integrated platform with e-procurement system for public procurement as an integral part of the proposed ERP solution, with references of deployment of the e-procurement system along with the proposed ERP solution, at two public sector enterprises organisations

   b. The need for an integrated platform with the system for management of government files, as an integral part of the proposed ERP solution, with references of deployment of the system for government file management,

along with the proposed ERP solution, at two public sector enterprises or organisations

**4.8.    OUTLINE OF TECHNICAL PROPOSAL FOR IMPLEMENTATION SERVICES**

1. The technical proposal should provide references of the customers in the rail/transport sectors where the proposed ERP solution has been implemented by the bidder as a direct contractor.

2. The technical proposal should address how the ERP solution will be implemented to meet the requirements of KMRL.

3. Some of the key requirements of the Technical proposal on the implementation services will be

   a. Bill of services offered by the bidder during implementation

   b. The details of services offered during the post implementation support period to meet the requirements of KMRL

   c. Mechanisms / support for Data migration (legacy data, duration) and post implementation support

   d. Format and structure of deliverables to be produced by the project team.

   e. Training the users and the mechanisms to ensure that all the intended users can use the system effectively.

4. The project management and skills – the bidder is required to provide details on

   a. Project structure and management

   b. Project Plan and Resource loading

   c. The profile of the key resources

5. Some of the other key elements of the proposal for implementation services should include

   a. Methodology for implementation

   b. Best practices / Process redesign

    c. Expertise of the project team to be Deployed

    d. Change control and estimation

    e. Data migration services

    f. The Format of Deliverables

    g. Acceptance mechanisms

    h. Training and project artifacts

### 4.9. TECHNICAL PROPOSAL FOR SUPPORT SERVICES

The bidder is required to furnish the following details in the Technical Proposal on the application support services in terms of

1. The list of services to be delivered during the maintenance period

2. The mechanisms to source and monitor the services

3. The escalation mechanisms and the structure for resolution of issues

4. The team structure and resource loading to deliver the services, etc.

5. The resource loading for on-site and remote services

6. The mechanisms and tools to monitor the SLAs

7. The mechanism for corrective actions

8. Minor developments as continuous improvements to facilitate KMRL to get maximum benefits out of the system

9. Mechanisms to institutionalise the centre excellence (CoE) for ERP support at KMRL

### 4.10. SUGGESTIONS ON THE DRAFT CONTRACT

1. A draft contract including the standard terms and all the other terms specific to the implementation of the ERP at KMRL is included in annexure of this RFP. It is expected that the bidder will be able to execute this contract without any modifications, in case they are selected for doing so.

2. However the bidder is requested to indicate as per format Annexure, the changes the bidder desires to have and the reason for that. This is only a solicitation of suggestions for change and this must be done as part of clarifications / suggestions not later.

3. However, it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process should be construed as any commitment from KMRL to consider those suggestions.

4. The bidder should not suggest any change to the contract that has financial or commercial implications during the execution of the contract and is against the basic spirit of procuring the services for implementation of the ERP Solution.

5. The bidder is also requested not to base the commercial proposal on the assumptions that the suggestions for changes to the draft contract will be accepted by KMRL.

### 4.11. GUIDELINES FOR COMMERCIAL PROPOSAL

1. The commercial proposals for the proposed ERP solution and the commercial proposal for implementation services will be in two separate forms

2. The commercial proposal for the implementation services will be signed by the authorised signatory of the SI

3. The commercial proposal for the proposed ERP solution to be signed by the authorised signatory of the ERP solution OEM

4. The two commercial proposals will be submitted in two separate covers

5. Both the proposals for the ERP solution and the implementation services are expected to cost for the complete requirements of KMRL as per this RFP.

6. Prices shall be quoted entirely in Indian Rupees.

7. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.

### 4.12. COMMERCIAL PROPOSAL FOR ERP SOLUTION

1. The commercial proposal for the proposed ERP solution will cover all the elements or solution components proposed in the bill of materials for the ERP solution.

2. The commercial proposal will cover all the technical requirements, the functional specifications and the user base of KMRL

3. All the separately and independently priced/licensed elements or modules of the ERP solution are priced separately

4. The charges for the annual technical services or ATS also should be clearly indicated in the commercial proposal

5. As indicated earlier, KMRL will have the right to procure the proposed ERP solution directly from the OEM. The commercial proposal should clearly indicate the applicable taxes, if the ERP solution is bought directly from the OEM. It is also requested to indicate the applicable taxes if the ERP solution bought through the bidder.

6. It should be separately and clearly indicated how the local taxes will be applied for selling the ERP solution by a registered entity in India to KMRL which is headquartered at Ernakulam in the state of Kerala.

7. The payment terms for the ERP solution and the ATS should be part of the commercial proposal.

### 4.13. COMMERCIAL PROPOSAL FOR IMPLEMENTATION SERVICES

1. This is a fixed price project without any scope for varying the price during the contract period. The cost of any delay in execution of the project will be borne by the bidder

2. The quoted price must be detailed and must cover all the requirements of KMRL and the terms and conditions laid out by KMRL. The quoted price must be summarized as specified in this RFP.

8. It should be separately and clearly indicated how the local taxes will be applied for selling these services by a registered entity in India to KMRL which is headquartered at Ernakulam in the state of Kerala.

3. The bidder is required to provide the price under three separate headings, as given in the format for commercial proposal

   a. Price for Implementation including configuration and development, data migration etc. as per the RFP, till "usage ready" and completion of three months of user adoption services after "complete deployment".

   b. Price for One year support after user adoption services.

   c. Price for second and third year of support

   d. Cost of manpower –for costing change requests

   e. Cost of Man month rates for skill augmentation

4. The following elements will be used as optional elements will be used for calculating the total value of the commercial bids. However these are not used for contracting, and will be used as discovered price for managing the contract.

   a. Price for second and third year of support – will be applicable only if KMRL extends the period of support and maintenance, beyond the first year.

   b. Cost of manpower –for costing change requests – will be used for estimating the cost of change requests, which may arise during implementation

   c. Cost of Man month rates for skill augmentation – will be applicable for the resources deployed as members of the internal team members, as an when KMRL requests for them. The cost of skill augmentation service will be for the cost of the person to work at KMRL office inclusive of all costs of working at the KMRL premise, including employee reimbursable expenses, if any.

### 4.14. GENERAL CONDITIONS FOR COMMERCIAL PROPOSAL

1. For the purpose of costing, the bidders are requested to take the Head Quarters of KMRL at Ernakulam, Kerala as the project site.

2. The bidder is required to bear the cost of movement/stay of its people from its office to the Project sites during the project

3. The bidder is required to bear the cost of client side infrastructure of laptops/desktops required by the project team of the bidders, during the implementation.

4. The bidder is required to ensure that the costing covers all the costs like cost of local travel, food, stay of the project team of the bidder.

5. Expenses for all/senior executives of the bidder to attend the review meetings or meeting of the steering committee should be borne by the bidder.

6. All the communication costs between the project team at the project sites and the company offices will be borne by the bidder.

7. The bidder is expected to price fully in the commercial proposal for all the services being provided by it to KMRL. Any assumptions about possible future recovery of the under-priced items shall be at the risk of the bidder.

8. The bidder should provide all prices, quantities as per the prescribed formats. The bidder should not leave any field blank. In case the field is not applicable, bidder must indicate "0" (zero) in all such fields.

9. It is mandatory to provide breakup of all taxes, duties and levies wherever applicable and/or payable.

10. If, during the Contract Period, there is any change in the applicable Laws in India with respect to taxes and duties quoted in the commercial proposal which increases or decreases the cost incurred by the Bidder in performing the Services, then such payments, otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly. Such increase or decrease in the contract shall be valid on the invoice submitted on or after the date of such changes brought into force only.

11. KMRL reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated. Prices quoted in the bid must be firm and final and shall not be subject to any change.

12. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately as Breakdown of Cost Components.

13. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the KMRL.

### 4.15. PAYMENT TERMS FOR IMPLEMENTATION SERVICES

1. The cost of implementation services, including the cost of support for the ERP Solution, the training, data migration cost etc. will be paid based on the completion of the key milestones of the project and acceptance of the deliverables associated with the milestones, by KMRL.

2. The implementation service also includes three months of adoption support after "Complete deployment" declaration.

3. At the completion of Project Preparation phase, 15% of the cost of implementation services will be paid.

4. 35% of the cost of implementation services will be paid after the completion of the Blueprint phase

5. 25% of the cost of implementation services will be paid at the successful completion of the Realization phase

6. 25% of the cost of implementation services will be paid after one annual quarter of successful operation and successful completion of three months of user adoption services

7. The charges for the support services will be payable at half yearly periods

### 4.16. PERIOD OF VALIDITY OF BIDS

1. For the purpose of entering into a definitive contract for the PROJECT services for KMRL, as proposed by the bidder, the proposals shall be valid for a period of 6 (Six) months (one hundred and eighty days)  from the last date for submission of the proposals. A proposal valid for a shorter period may be rejected as non-responsive.

2. On completion of the validity period, unless the bidder withdraws its proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

3. In exceptional circumstances, at its discretion, KMRL may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing by email.

4. On signing of the contract, the prices quoted in the commercial proposal for different solution components will be valid for the period of the contract, executed between the successful bidder and KMRL.

## 5. BIDDING TERMS AND CONDITIONS

### 5.1. BIDDER QUERIES / CLARIFICATIONS ON RFP

1. All Requests for Clarifications (RFC) on the bidding terms or the specifications or any statement in this RFP document should be sent in the format provided in this RFP document.

2. Only those queries sent by the designated contact person of the bidder, as indicated while acknowledging the receipt of the RFP documents, will be entertained. Queries sent by anybody else from the bidder organization or its associates will be not be entertained.

3. All RFCs should be sent by email from email id of the designated contact person of the bidder from his/her official email id to the email id of KMRL on or before date / time specified in the RFP. Telephone calls or in person interviews/discussions will not be accepted/entertained. KMRL will not take the responsibility to acknowledge the receipt of the queries by email. In no event will KMRL be responsible for ensuring that bidders' inquiries have been received by KMRL.

4. KMRL will share the answers for the queries from each of the bidders, with all the bidders at the Pre-bid meeting and subsequently through an email communication to all designated representatives of the bidders.

5. KMRL will attempt to provide reasonable response/answers to all queries submitted by the potential bidders. However, KMRL makes no representation or warranty as to the completeness of any response, nor does KMRL undertake to answer all queries that have been posed by the bidders.

6. KMRL will not be responsible for any queries which any of the bidders claim to have sent and which did not reach the designated email ids of KMRL.

7. Any queries/clarifications related to the RFP should be sent to the email id listed in the RFP with the text "[The PROJECT - RFC]" may be included in the subject line.

### 5.2. PRE-BID CONFERENCE

1. Pre bid of the bidders shall be convened at the designated date, time and place. Only those bidders who have downloaded the RFP document from the Official Website of KMRL, shall be allowed to participate in the Pre bid Conference.

2. A maximum of three representatives of each bidder shall be allowed to participate on production of an authority letter from the bidder.

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

4. During the course of Pre-bid Conference, the bidder will be free to seek clarifications and make suggestions for consideration of KMRL. KMRL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

5. In case of any change in the actual date, time and venue of the Pre-Bid conference from what is indicated in this RFP, the same will be published on the website of KMRL.

6. Representatives of the qualified bidders' organization may attend the pre-bid conference at their own cost.

7. The tentative venue for the Pre-bid conference is listed in the RFP

### 5.3. BID PREPARATION AND SUBMISSION

1. The following procedure should be followed for bid preparation and submission.

| Envelope 1 : EMD and Technical Proposal | The envelope containing the Bid Security shall be sealed and super scribed "EMD –ERP – KMRL.]" |
| --- | --- |
| | The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed. |
| | The Technical Bid should be submitted in printed and soft copy |

| | |
|---|---|
| | formats - one set of printed hard copy format and one set of a non-rewritable CD format. The words "Technical Proposal –ERP – KMRL" shall be written in indelible ink on the CD. The Hard Copy or the printed copy shall have originals of the formats/declarations signed by the authorized signatory. The hard copy should be put along with the CD in the envelope and sealed. The envelope shall be super scribed "Technical Proposal – ERP – KMRL]"<br><br>This envelope *should not* contain any information about the pricing or the Commercial Proposal, in either explicit or implicit form, in which case the bid will be rejected. |
| **Envelope 2: Commercial Proposal** | The Commercial Proposal shall be submitted in a sealed envelope as per the specifications in this RFP and the forms prescribed.<br><br>The Commercial Proposal shall be submitted in the form of a printed Hard Copy, in two separate covers<br><br>• One cover with printed commercial proposal for implementation services<br><br>• One cover with printed commercial proposal for ERP solution<br><br>The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed "Commercial Proposal - ERP – KMRL (Not to be opened with the Technical Proposal)" at the top right hand corner and addressed to The Purchaser at the address specified below in this table.<br><br>Note: Unsigned Hard Copy of the Commercial Proposal *will lead to rejection of the bid.* |

| | |
|---|---|
| **Envelope 3** | All the above envelopes along with the proposal letter should be put in an envelope which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project "Request for Proposal for ERP – KMRL.]" and addressed to The Purchaser at the address specified. The package should have the bidder's name and address and the names of primary and secondary contact persons. |
| **Address** | All the sealed covers for  pre-qualification of the  bid, the technical proposal and commercial proposals (together called the bid documents) along with the outer envelope must be addressed to the address listed in the RFP |

2. It is expected that the contents in the printed version and the contents in the CD are same. In the event of any discrepancy between the printed version and the contents in the CD, , the printed version shall prevail

3. Signature: The covering letter must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations and has the power of attorney on behalf of the bidder. All obligations committed by such signatories are liable to be fulfilled and enforceable through contracts.

4. The Submissions, including complete RFP documents, Proposals etc. in original and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

    a. by a partner, in case of a partnership firm and/or a limited liability partnership; or

    b. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

    c. A copy of the Power of Attorney certified by a notary public in the form specified in the Appendix shall accompany the Proposal (if required).

5. While submitting a Proposal, the bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, bidders may format the specified forms making due provision for incorporation of the requested information.

6. Impact of Litigation: KMRL does not intend to deal with any bidders who are facing litigations or enquiry of such nature which have the potential to adversely impact the operations of the bidder and thereby pose significant risk to the implementation of the proposed ERP solution at KMRL, if such a bidder is selected to do so. Keeping this in mind, KMRL requests the bidders to give an undertaking to this effect.

7. Acknowledgement of Understanding of Terms

    a. By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules and Appendices hereto, and has fully informed itself as to all the conditions and limitations.

    b. By submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that the company is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders.

8. Visit to KMRL and verification of information: Before submitting their proposals, the bidders may visit the office of KMRL and ascertain for themselves the availability of documents and other data with KMRL, Applicable Laws and regulations or any other matter considered relevant by them. Such requests for visits may be submitted to KMRL by the official representative of the bidder, by highlighting the specific points

or information required. Based on the information sought and the availability of such information. KMRL may or may not accept such requests, and the same will be communicated to the respective bidder

9. It shall be deemed that by submitting the Proposal, the bidder has:

   a. Made a complete and careful examination of the RFP;

   b. Received all relevant information requested from KMRL

   c. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of KMRL or relating to any of the matters referred to in Section 8 above;

   d. Satisfied itself about all matters, things and information, including matters referred to in Section 8 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

   e. Acknowledged that it does not have a Conflict of Interest; and

   f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

10. KMRL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by KMRL.

11. The bidder is requested to sign the proposal covering letter as per the format to declare the understanding of the terms and acceptance of the conditions

## 5.4. THE RIGHTS OF KMRL

1. Rights of the content of proposals

   a. All proposals and accompanying documentation submitted as the bids against this RFP, once opened will become the property of KMRL and will not be returned.

   b. The information provided by the bidder, like the names of the customers of the bidder or any proprietary information about the bidder etc. will be treated as confidential information, unless asked to disclose by the orders of the court of law or the Information Commission (under the RTI Act)

   c. KMRL is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the bidder. KMRL shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

   d. KMRL has the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation

2. Right to Terminate the Process

   a. KMRL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by KMRL.

   b. KMRL may terminate the bidding process at any time and without assigning any reason. KMRL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

   c. This RFP does not constitute an offer by KMRL. The bidder's participation in this process may result in KMRL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by KMRL to execute a contract or to continue negotiations. KMRL may terminate negotiations at any time without assigning any reason.

3. Amendment of Request for Proposal - At any time prior to the deadline for submission of proposals, KMRL, for any reason, whether at its own initiative or in response to clarifications requested by any of the potential bidders may modify the RFP by the issuance of Addendum/ Amendment and posting it on the Official Website by amendment notified in writing or by facsimile or email to all bidders who have received this RFP and such amendment shall be binding on them.

4. Supplemental Information to the Request for Proposals - If KMRL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

5. The cost of the proposal and bidding process - The bidder is responsible for all costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by KMRL to facilitate the evaluation process, and in finalizing a Service Agreement or a contract or all such activities related to the bid process.

6. Number of Proposals: No bidder or its Associate shall submit more than one proposal or bid against this RFP. A bidder submitting a bid individually or as an Associate shall not be entitled to submit another bid either individually or as a member of any consortium, as the case may be

## 5.5. MISCELLANEOUS

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

2. KMRL can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this RFP.

3. KMRL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

    a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

    b. Consult with any bidder in order to receive clarification or further information;

    c. retain any information and/or evidence submitted to KMRL by, on behalf of and/or in relation to any bidder; and/or

    d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder.

4. It shall be deemed that by submitting the Proposal, the bidder agrees and releases KMRL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5. All documents and other information supplied by KMRL or submitted by an Bidder shall remain or become, as the case may be, the property of KMRL. KMRL will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

6. KMRL reserves the right to make inquiries with any of the clients listed by the bidders in their previous experience record.

7. This RFP does not commit KMRL to award a contract or to engage in negotiations. Further, no bidder is entitled for any claims for cost incurred in making the proposal cost may be incurred in anticipation of award of contract.

8. Timing and sequence of events resulting from this RFP shall ultimately be determined by KMRL.

9. No oral conversations or agreements with any official, agent, or employee of KMRL shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of KMRL shall be superseded by the definitive agreement that results from this RFP process. Oral communications by KMRL to bidders shall not be considered binding on KMRL, nor shall any written materials provided by any person other than the authorized representative of KMRL

10. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against KMRL or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

11. This RFP does not commit KMRL to enter into an agreement or similar undertaking with the bidder or any other organization and KMRL shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever.

12. No oral communication by either party will be recognized as official communication or a commitment. The only permitted mode of communication by either party will be through email id of the respective authorized persons and only those communication will be considered as commitments

### 5.6. CONDITIONS ON THE CONTENT OF THE PROPOSAL

1. Language of Proposals - The proposals, all correspondence and documents enclosed as part of the proposals should be in English.

2. The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3. Validity of the information

   a. If the information submitted by the bidder during the RFP process is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the bidding process or any time during the tenure of the contract, including the extension period if any, KMRL has the right to terminate the contract and initiate penal action against the bidder.

   b. In case of such termination and penal actions, KMRL shall reserve the right to seek penalty to cover the cost of damages including the cost of implementation and opportunity loss due to time spent on implementation.

4. Overly Elaborate Proposals - Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. KMRL's interest is in the quality and responsiveness of the proposal.

5. Non-Conforming Proposals - Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the

requirements of this RFP. Without limiting generality of the foregoing, the failure to comply with the technical requirements, and acknowledgment of receipt of amendments, will be causes for holding proposals non-conforming. In addition, KMRL will not consider for evaluation proposals that are "canned" presentations of promotional materials and that do not follow the format requested in this RFP or do not appear to address the particular requirements of KMRL as described in different sections of this RFP or do not appear to address the particular requirements of KMRL to propose and implement the proposed ERP solution.

### 5.7. THE PROCEDURAL CONDITIONS

1. Late bids

   a. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and will be rejected without opening.

   b. KMRL may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by intimating all bidders who have received the bid documents from KMRL, through email, in which case all rights and obligations of the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

2. Withdrawal and modifications of Proposals

   a. Modifications of any nature to proposal will not be allowed after the deadline for proposal submission

   b. In case the bidder submits the revised proposal, the revised proposal shall strictly comply with all the terms and conditions of this RFP.

   c. No proposal submitted by the bidders may be withdrawn either partially or fully in the interval between the deadline for submission of proposals and the expiration of the validity period.

   d. If a bidder intends to withdraw the proposal before the validity period the bidder can do so by forfeiting the EMD

   e. The responses given by the bidders to queries from KMRL during the evaluation will be considered as part of the proposal

### 5.8. CONFLICT OF INTEREST

1. A bidder shall not have a conflict of interest that may affect the Selection Process or the ERP implementation project. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, KMRL shall appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to KMRL for, *inter alia*, the time, cost and effort of KMRL including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available KMRL hereunder or otherwise.

2. The bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with KMRL. Additionally, such disclosure shall address any and all potential elements, which would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

### 5.9. DISQUALIFICATION OF BIDS/PROPOSALS

1. The proposal submitted by the bidder is liable to be disqualified under the following cases. Each of the conditions laid down here are equally important, as indicated by the consequence of the violation of the condition, which is disqualification of the entire proposal of the bidder

2. Violation of the technical process

   a. Commercial Proposal is submitted along with the Technical proposal

   b. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal

   c. Bidders may specifically note that while processing the Bid documents, if it comes to KMRLs knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this contract

   d. In case any one party submits multiple Bids , the bidders are likely to be disqualified, unless additional Bids are withdrawn

3. Noncompliance to the conditions of the bidding process

   a. The Bid documents are not signed, stamped and submitted in original as per guidelines of the RFP

   b. The required EMD has not been paid as per the guidelines.

   c. The Bid validity period is shorter than the required period

   d. The Bid is not submitted in accordance with this document

   e. During validity of the Bid, or its extended period, if any, the bidder increases its quoted prices

   f. The bidder qualifies the Bid with its own conditions which contradicts the terms and conditions of the RFP or the draft contract

   g. Bid is received in incomplete form

   h. Bid is not accompanied by all requisite documents duly signed, stamped and submitted in original copies.

4. Non responsive Content of the proposal

   a. Information submitted in Technical offer is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any

   b. The deliverables as given in the Technical solution should be in consonance with the Commercial Proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid unresponsive and may lead to disqualification of the Bid

5. Inability to respond in accordance with the bidding guidelines

   a. The successful bidder, invited to sign the contract qualifies the letter of acceptance of the contract with its conditions

   b. Bidder fails to deposit the Performance Bank Guarantee or fails to enter into a contract within 15 days of the date of notice of award of contract or within such extended period, as may be specified by KMRL.

6. Consequences of disqualification

   a. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.

b. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder through email/fax. No further correspondence from the bidder with the KMRL will be entertained.

c. Documents submitted as a part of the proposal and which have not been opened will be returned to the bidder.

d. Documents submitted as a part of the proposal and which have been opened at the time of disqualification will not be returned to the bidder.

e. If the disqualification is for the reasons of fraudulent or corrupt practice, KMRL has the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules

## 5.10. ENTIRE DOCUMENTS

1. Entire Request for Proposal - The following constitute the entire Request For Proposal by KMRL

   a. The RFP documents supplied by the KMRL

   b. The additional conditions if any, supplied by the KMRL on or before the last date for the submission of the responses by the bidder

   c. The clarifications provided by KMRL during the pre-bid phase or before the last date for the submission of the responses by the bidder.

   d. Minutes of the meeting of pre-bid meeting circulated to the bidders by the KMRL

   e. Any official communication through email/fax/post by KMRL sent to all the bidders during the bidding period or before the last date for submission of the response by the bidder.

2. Entire proposal by the bidder – the following constitute the entire proposal by the bidder

   a. The response by the bidder submitted in the soft copy format in the e-tendering System.

   b. The presentation material submitted by the bidder during the bidder presentation sessions and the minutes of the meeting thereof.

   c. The clarifications provided by the bidder as a part of the proposal against any queries/requests by KMRL.

   d. Minutes of the meeting of the pre-bid meeting

3. The Communications

   a. The communications if any exchanged between KMRL and the bidders related to the RFP and the bidding process, through emails/fax/post will be part of the RFP / proposal documents.

   b. Only communications sent through email ids of the authorized persons of the bidders or KMRL and letters signed by the authorized persons will be part of the official records for the RFPs and the proposals

### 5.11. AUTHENTICITY OF THE INFORMATION AND RIGHT OF VERIFICATION

1. KMRL reserves the right to verify all statements, information and documents, submitted by the bidder in response to the RFP. Any such verification or the lack of such verification by KMRL to undertake such verification shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of KMRL there under.

2. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the SI either by issue of the LOA or entering into of the Agreement, and if the Selected bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by KMRL without KMRL being liable in any manner whatsoever to the Selected bidder or SI, as the case may be.

3. In such an event, KMRL shall forfeit and appropriate the Bid Security, if available, as mutually agreed pre-estimated compensation and damages payable to KMRL for, inter alia, time, cost and effort of KMRL, without prejudice to any other right or remedy that may be available KMRL

### 5.12. PROHIBITED PRACTICES

1. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, KMRL shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, KMRL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available,  as mutually agreed genuine pre-estimated compensation and damages payable to KMRL for, inter alia, time, cost and effort of KMRL, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

2. Without prejudice to the rights of KMRL under the above Clause  hereinabove and the rights and remedies which KMRL may have under the LOA or the Agreement, if an bidder, as the case may be, is found by KMRL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by KMRL during a period of 2 (two) years from the date such bidder, as the case may be, is found by KMRL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3. For the purposes of this condition on prohibited practices, the following terms shall have the meaning hereinafter respectively assigned to them as follows:

   a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of KMRL  who is or has been associated in any manner,

directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of KMRL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of KMRL in relation to any matter concerning the Project

b. "fraudulent" practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KMRL, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;

c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

d. "Unfair trade" practices means supply of goods or services (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by KMRL

e. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by KMRL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

f. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 6. EVALUATION OF PROPOSALS

### 6.1. BID OPENING SESSIONS

1. The bids will be opened on the specified date, time and address in the presence of bidders' representatives who have been authorized to attend the Bid opening sessions.

2. In the event of the specified date of bid opening being declared a holiday for KMRL, the Bids shall be opened at the same time and location on the next working day.

3. KMRL will go ahead with bid opening, even if the authorized representatives of the bidders abstain from these bid opening sessions.

4. Opening of Commercial Proposal – The commercial bids of only those bidders who have scored more than the threshold points as prescribed in the Technical Evaluation process will be opened.

5. The commercial bids of those who have scored less than the thresh hold points as prescribed, will not be opened

### 6.2. PROPOSAL EVALUATION PROCESS

1. Proposals will be evaluated by a Committee of Experts (the "Committee") appointed by KMRL. KMRL or such other authority designated by KMRL as the case may be is also referred to herein as the Committee of Experts (or "Committee").

2. KMRL has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.

3. KMRL has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids, as the case may be.

4. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by KMRL during the evaluation process.

### 6.3. CLARIFICATIONS DURING BID EVALUATION

1. During the time of the evaluation of the Technical or/and Financial Bids, KMRL may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.

2. The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for KMRL to state its requirements clearly and for the bidder to more clearly state its proposal.

3. If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by the all the participants.

4. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, KMRL  has the right to make assumptions on the Technical or/and Financial Bids submitted by the SI and if such assumptions lead to disqualification of the Technical or/and Financial Bids, KMRL  is not accountable for these omissions

5. All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between SI and KMRL.

6. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by KMRL during the evaluation process.

7. If any of the responses by the SI to the queries sent by KMRL has commercial implications, these commercial aspects will not be accommodated in the evaluation process.

8. Evaluation of the bids will be done in the following sequence

    a. Scrutiny of Bid Security and adherence to general guidelines

  b. Evaluation for eligibility

  c. Evaluation of technical proposal for ERP solution

  d. Evaluation of Technical proposal

  e. Evaluation of commercial proposal

  f. Determination of best value bid for implementation services using QCBS system

### 6.4. SCRUTINY AND ASSESSMENT OF ELIGIBILITY

The following activities will be carried out as the first step in the bid evaluation process

1. Scrutiny of the EMD/bid security

2. Scrutiny of the documents submitted as per the general guidelines on the following

  a. Proposal covering letter

  b. Impact of litigation statement

  c. Conflict of interest statement

3. Only those bids for which EMD has been submitted and which have the above three documents in order will be processed further.

4. Assessment of the eligibility of against the conditions listed in the RFP and compliance of the responses as per the respective formats listed in the Annexure

### 6.5. THE PROCESS OF EVALUATION

1. The prospective Bidder must comply with general qualifications mentioned in the RFP. In case the Bidder does not fulfil the eligibility criteria, their bids will be rejected and shall not be considered for further evaluation.

2. The Bidder(s) will be evaluated on QCBS (Quality cum Cost Based Selection) System. There will be 30% weightage for Technical Bid and 70% for Commercial Bid.

3. A maximum of 100 points each will be allocated for the Technical proposals for the ERP solution and the a maximum of 100 points for the technical proposal for implementation services, based on the assessment responses and compliance to the requirements of KMRL

4. If the ERP solution proposed to be implemented by the Bidders scores less than 75 points (cut-off score) out of 100 points in the technical evaluation, the ERP solution will not qualify and the bidder who has proposed such ERP solution shall not be considered for the Evaluation of the proposal for ERP implementation.

5. The Bidders scoring less than 70 points (cut-off score) out of 100 points in the technical evaluation of the ERP implementation services shall not be considered for next stage of the evaluation process.

6. The Bidders who are shortlisted based upon technical criteria may be asked, if necessary, to make a presentation on their solution at KMRL, at their own cost.

7. The individual technical scores of the technically qualified Bidders, thereafter, will be normalized as per the formula below:

$$T_n = \left(\frac{T_b}{T_{max}}\right) \times \frac{30}{100}$$

where:

Tn = Normalized technical score for the Bidder under consideration

Tb = Absolute technical score for the Bidder under consideration

Tmax = Maximum absolute technical score obtained by any Bidder

8. Financial Bids of those who have technically qualified only shall be opened for further evaluation.

9. The Commercial Offer shall be the sum total of all the price elements.

10. The commercial scores will be calculated as per formula given below:

$$F_n = \left(\frac{F_{min}}{F_b}\right) \times \frac{70}{100}$$

where:

Fn = Normalized financial score for the Bidder under consideration

Fb = The commercial bid value of the Bidder under consideration

Fmin = Minimum commercial Value bid

11. The overall score will be calculated as per the formula given below:

$$B_n = T_n + F_n$$

where:

Bn = Overall score of the Bidder under consideration

Tn = Normalized technical score of the Bidder under consideration

Fn = Normalized financial score of the Bidder under consideration

12. Final Selection of Bidder will be done based on added individual score achieved by the Bidder in techno-commercial evaluation. The Bidder getting the highest score (Bn) shall be selected for award of work. The final scores would be rounded off to two decimals and in case of a tie, the bidder with lower financial quote will be selected.

## 6.6. PRESENTATION OF THE PROPOSAL

1. The committee may invite each bidder to make a presentation to the KMRL at a date, time and venue determined by KMRL to make a presentation of their Technical Proposal. The purpose of such presentations would be to allow the bidders to present their methodology, unique capabilities if any, the project structure, the quality of the project team etc.

2. The presentation of the Technical Proposal should be made by the proposed project manager of the bidder for this Project of KMRL, with some of the key team members to support the project manager as part of the presentation team, instead of the sales representative or the senior executive of the organization.

3. The presentation of the technical proposal would also include the demonstration of the proposed ERP solution to highlight the technical requirements of KMRL and to validate the specific technical specifications.

4. The bidders are expected to bear the cost of travel or any other associated cost incurred for the purpose of making these presentations

## 6.7. EVALUATION OF TECHNICAL PROPOSAL

1. The technical proposal will be evaluated based on the materials provided in the proposal by the bidders as against the general understanding of what they should be like to meet the requirements of the project.

2. The clarifications provided by the bidders during the evaluation process or if any presentation was organised, the content of the presentation also will be the basis of technical proposal evaluation.

3. KMRL reserves the right to cross verify the documents/ credentials of the bidder & related bodies before awarding the contract to the successful bidder

4. The proposal will be evaluated against the following broad heading

## 6.8. CLARIFICATIONS TO THE TECHNICAL PROPOSAL

1. During the time of the evaluation of the Technical Proposal, KMRL may seek clarifications from the bidders on specific items in the proposal submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email for response within a stipulated time period.

2. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, KMRL has the right to make assumptions on the technical  proposal submitted by the bidder and if such assumptions lead to disqualification of the technical  proposal, KMRL is not accountable for these omissions

3. The responses by the bidders to the queries raised by KMRL  will be treated as part of the proposal by the respective bidders

4. If any of the responses by the bidders to the queries sent by KMRL has commercial implications, these commercial aspects will not be accommodated in the commercial evaluation process. The bidder is expected to sign a declaration to this effect as per the format Annexure.

## 6.9. SCORING OF TECHNICAL PROPOSAL FOR ERP SOLUTION

1. A maximum of 100 points will be allocated for the technical proposal for the different parameters listed in the technical proposal requirements for ERP solution, as per following:

| Parameter | Points |
|---|---|
| The bill of material for the ERP solution | 5 points |

| The solution fitment | 25 points |
|---|---|
| The licensing terms | 4 points |
| The references in rail, metro and public sector | 25 points |
| Technical requirements | 10 points |
| Strategic requirements | 15 points |
| Future expansion capability for e-procurement and government file | 16 points |
| Total Score | 100 points |

2. Out of a possible 100 points, a proposed ERP solution should score a minimum of 75 points to qualify in the technical evaluation.

3. The technical proposal for implementation services of a particular bidder will be evaluated, only if the ERP solution proposed by that bidder qualifies in the technical evaluation

4. The bill of materials will be evaluated in terms completeness to address all the requirements of KMRL and the clarity in terms of mapping the requirements to specific solution elements.

5. The solution fitment of the ERP solution proposed by the bidder will be evaluated against the response to the FRS, the references of successful implementation and on the basis of the demonstration of the solution in the event of organising a solution demonstration. The following will be the basis of evaluation for this parameter.

   a. KMRL is looking for ERP Solution which would need minimum customization, if any, the solutions proposed will be rated accordingly – the solutions which need less customization being rated better than the others.

   b. The response to the FRS will be scored based on the five types of responses – readily available or standard, work around, needs customization, not available but met through third party tool, not available/not proposed or addressed.

c. Based on the response against the FRS, each line item in the list of features/capabilities will be allocated a score as below:

| Response | Points |
|---|---|
| Standard | 4 |
| Work Around | 3 |
| Customization | 2 |
| Third Party | 1 |
| Not Possible | 0 |

d. The total score for each of the bid will be normalised for a maximum possible score of 25, (the achievable maximum score if all the requirements were standard features)

6. The licensing terms will be assessed for clarity, transparency and ease of administration and the relationship to the bill of materials and the metrics.

7. The points for references of deployment will be allocated as below

| Response | Points |
|---|---|
| References of Deployment in Metro rail organizations and Railway operations* organisations in India. | 20 points for four references |
| References of Deployment in public sector organizations or public sector enterprises, specifically for the functions of payroll, HR and finance & accounts | 5 points for five references |
| Total score | 25 points |

*For railways workshops, maintenance of rolling stocks, operational management of trains etc.

8. The technical requirements: a maximum point of 10 will be awarded if the response is yes against all the parameters of the technical requirements, listed in the RFP. The score will be awarded proportionately based on the response against each parameter.

9. The strategic requirements will be scored against the following five parameters with each one carrying a point of 3 each.

   a. The ERP solution shall be implemented and maintained by System Integrators based out of India, without depending on the OEM and should have at least ten certified partners in India for implementing and maintain ace/support of ERP.

   b. The ERP solution should be able to meet the India specific requirements on service Tax, TDS etc. and has the facility to provide these changes for localization on a continuous basis

   c. The Proposed Application should support – all of the Operating Systems- Microsoft Windows, UNIX, Linux, MAC  and the proposed integrated application should be capable of supporting all standard Databases like Sybase, SQL, Oracle and DB2

   d. The ERP Solution should be supplied with the source code of the solution and the customized source codes of the ERP solution. These Codes should be part of deliverable without any preconditions.

   e. The ERP Solution OEM should have its own R&D centre in India employing more than 500 employees on roll doing development.

10. The capability to address future requirements for e-procurement and government file management will be scored based on the references, as listed in the RFP.

| Response | Points |
|---|---|
| References of deployment of integrated e-procurement* and the proposed ERP solution in a public sector organisation | 8 points for two references |
| References of deployment of integrated government file management system and the proposed ERP solution in a public sector organisation | 8 points for two references |
| Total score | 16 points |

**\***e-procurement with tendering for two cover system of procurement for public procurement, and facility for encryption of bids and digital signature integration.

**6.10. SCORING OF THE TECHNICAL PROPOSAL FOR IMPLEMENTATION**

1. A maximum of 100 points will be allocated for the technical proposal for implementation services, as per following details:

| Parameter | Points |
|---|---|
| Customer references from transport/railway/metro rail sector | 20 points (for four references, five points for each) |
| Profile of the project team | 25 points |
| Project Plan and Resource Loading | 10 points |
| Project Structure, escalation, reporting | 10 points |
| Methodology for implementation and Templates for the deliverables and acceptance criteria | 25 points |
| Support and maintenance | 5 points |
| Farmework for setting up the CoE | 5 points |
| Total Score | 100 points |

2. Out of a possible 100 points, a bidder should score a minimum of 70 points to qualify in the technical evaluation for implementation services

3. The approach and methodology will be assessed for design clarity, completeness, best practices, detailing, of project standards, templates for deliverables, deliverables acceptance criteria for details, industry standards, ease of understanding, the approach adopted to get the best out of the proposed ERP solution, the understanding of the requirements of KMRL by the bidders etc.

4. Profile of the Project Team: The profile of the project team should meet the requirements in terms of experience, training and specific project experience elaborated in the requirements of KMRL in the RFP. Better quality of experience, training, length of stay with the bidder etc. of the featured profiles will attract higher scores. The presentation by the Project Team, personal interviews if any and the information provided in the proposal against the formats provided in the RFP, will be used for evaluation of this parameter. Some of the key experts will be the

project manager, the, functional consultants and the technical consultants as listed in the RFP

5. The project plan, structure and resource loading will be assessed for details, completeness, and adequacy, the adequacy of resources, the risk mitigation plan and intents to complete the completed in a timely fashion. The project plan will be assessed for Details of the activities, the resource loading, mechanisms for tracking issues, the tools used for managing the project etc. Resource Loading for the project with right type of people and in right numbers at the right time and for the right duration will be critical for the success of the project at KMRL. The resource lading parameter will be evaluated based on type of people, the timing, numbers and duration.

6. Support and maintenance, the approach, methodology, plan, resource loading etc. for adequacy, adherence to standard practices, completeness etc.

7. The support services are scored based on the resources, the approach for ensuring easy adoption, continuous improvement mechanisms etc.

8. The proposal for CoE will be assed against the requirements in the RFP and the expertise the bidders proposed to provide based on its previous experience of doing so.

### 6.11. COMMERCIAL PROPOSAL EVALUATION

1. The commercial bids/proposal of only those bidders who meet the eligibility criteria and qualify in the technical evaluation process will be considered for commercial evaluation.

2. The commercial bids of only technically qualified bidders will be opened.

3. The evaluation of Commercial Proposals will be done based on the bidders' quote for the services required by KMRL and elaborated in this RFP.

4. If any of the prices of different components or taxes for these components are bundled together in the Commercial Proposal, unbundling of these prices, i.e.

allocating prices for individual components during evaluation or during signing the contract, if awarded the contract, will not be allowed.

5. If the bundling of the price of different services makes it difficult for KMRL to use them for the purpose of signing the contract, KMRL has the right to reject these commercial bids, as unresponsive bids.

6. If there are any errors, these will be corrected as per this RFP

   a. If the price for any of the services is not explicitly mentioned or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and KMRL has the right to source services quoted as zero, at no additional price and the quoted price i.e. at zero.

   b. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the contract.

**6.12. CALCULATION OF THE VALUE OF THE COMMERCIAL PROPOSAL**

1. The summation of the values provided in the Format for commercial response will be the value of the commercial proposal of the particular bidder.

2. Each element in this Format is expected to be the summation of each of the tables provided for breakup of the respective price elements

3. The values provided in the break up forms will be used for contracting purpose and for addressing any changes to the scope of work during the period of contract.

4. Reconciliation between the commercial proposal tables: if there are discrepancies between the figures in the different tables of the commercial proposals, reconciliation/correction will be done using the following method.

   a. If any of the elements in the main response format higher than the summation of the corresponding forms for break up, post commercial

evaluation, the lower value in the corresponding table will be used for contracting.

b. If any of the element in response form is lower than the summation of the breakup forms, post commercial evaluation the value provided in the response form will be used for contracting and the bidder will be required to readjust the price of different elements of the corresponding table, to reflect the value provided in response form which was used in evaluating the value of the bid.

## 6.13. CORRECTION OF ERRORS

1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be performed before submission, failing which the figures for such items may not be considered.

2. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the overall proposal price shall govern

## 6.14. NEGOTIATION WITH THE ERP SOLUTION OEM AND SIGNING THE CONTRACT

1. KMRL will select the ERP solution proposed by the successful bidder for ERP implementation services.

2. KMRL will open the commercial proposal of the proposed ERP solution, only after selection of the successful bidder

3. KMRL will have the rights to negotiate with the ERP solution OEM and sign a contract directly with the ERP solution OEM, for the supply of ERP solution.

4. If the commercial negotiation with the ERP solution OEM fails, or the ERP solution OEM refuses to sign the contract to supply the ERP solution directly, KMRL will have

the right to nullify the complete bid process, without getting into contract with the successful bidder for ERP implementation services.

**6.15.** **NOTIFICATION OF AWARD AND SIGNING THE CONTRACT**

5. KMRL reserve the right to negotiate with the bidder whose proposal for ERP implementation services has been ranked as successful bidder by the committee on the basis of price quoted in the commercial proposal and also the other commercial terms and conditions furnished in the Technical proposal

6. Award of contract for the project: After the completion of the bid evaluation process and determination of the successful bidder, and completion of the negotiations if any, as listed in the RFP, a Letter of Award (the "LOA") shall be issued, in duplicate, by KMRL to the successful bidder and the successful bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the successful bidder is not received by the stipulated date, KMRL may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking bidder may be considered.

7. The notification of award or the issue of LoA will not constitute the formation of the contract.

8. The successful bidder who has been issued with a LOA is expected to furnish a Performance Bank Guarantee (PBG) for an amount which is 10% of the contract value. This Performance Bank Guarantee has to be from any of the state banks or Nationalized Bank or a Private Bank which is authorized to do business with Government.

9. The contract between the successful bidder and KMRL will come into force only upon the bidder furnishing the Performance Bank Guarantee as per conditions laid out in this RFP and KMRL signing the contract with the successful bidder.

10. If the successful bidder fails to furnish the Performance Bank Guarantee, within the specified period and subject to specified conditions, KMRL has the right to withdraw the notification of award/LOA

11. If the successful bidder tries to alter the Commercial Proposal or the Technical Proposals, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract, KMRL has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.

12. If the successful bidder fails to get into a contract with KMRL as per the Commercial Proposal and the Technical Proposal submitted against this RFP, and all the commitments made during the evaluation process, KMRL has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.

13. Failure of the successful bidder to agree with the Terms and Conditions of the RFP, the terms as put forward by KMRL and/or the failure to present the Performance Bank Guarantee within the stipulated period and/or non-fulfilment of the condition of executing a contract by the successful bidder shall constitute sufficient grounds for the annulment of the award, and forfeiture of EMD.

14. Expenses for the Contract-The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

15. Commencement of Assignment: The SI shall commence the project within fifteen days of the date of the Agreement, or such other date as may be mutually agreed. If the SI fails to commence the assignment as specified herein, KMRL may invite the second ranked SI for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

## 6.16. PERFORMANCE BANK GUARANTEE

1. The successful bidder shall at their own expenses deposit with KMRL, along with agreement, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank acceptable to KMRL payable on demand, for the due performance and fulfilment of the contract(s) by the bidder.

2. This Performance Bank Guarantee will be for an amount equivalent to 10% of value of the contract(s). All incidental charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the bidder.

3. The Performance Bank Guarantee shall be valid till 3 months after the completion of the support and maintenance period.

4. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of support and maintenance period, the Performance Bank Guarantee will lapse. The Performance Bank Guarantee may be discharged/ returned by KMRL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

5. In the event of the bidder being unable to service the contract(s) for whatever reason, KMRL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of KMRL under the contract in the matter, the proceeds of the PBG shall be payable to KMRL as compensation for any loss resulting from the bidder's failure to perform/comply with its obligations under the contract. KMRL shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

6. KMRL shall also be entitled to make recoveries from the bidder's bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

**6.17. COMPLAINTS AND DISPUTE RESOLUTION**

1. If any of the bidders have any complaints or reservations on the bidding/procurement process, the evaluation etc. the competent authority to be contacted for resolution will be The Additional Chief Secretary-Finance, Government of Kerala.

2. The decision of the competent authority on the complaints or disputes will be final.

3. Cost of Resolution – Each party will bear the cost incurred by them for resolving the issues.

**ANNEXURE I-FORMATS FOR BID RESPONSE**

**CHECK LISTS FOR BID RESPONSES**

1. **GENERAL FORMAT AND ELIGIBILITY REQUIREMENTS**

**General Format**

| Format/response requirement | Submitted - Yes/No | RFP Page No. wher the required documents are avialble for verification | Meet the requirement Yes/No |
|---|---|---|---|
| Registration – contact person | | | |
| Proposal covering letter | | | |
| Impact of litigation | | | |
| Conflict of interest | | | |
| EMD | | | |
| Processing fee | | | |

**Eligibility Requirement**

| Eligibility Criteria | Submitted - Yes/No | RFP Page No. wher the required documents are avialble for verification | Qualification – Yes/No* |
|---|---|---|---|
| Registered in India | | | |
| Three years of operations | | | |

| | | | |
|---|---|---|---|
| Black listed by governments | | | |
| Unsatisfactory performance | | | |
| PAN number | | | |
| Service Tax number | | | |
| Financial statement | | | |
| Two customers for the proposed ERP, in India | | | |
| Two customers for the proposed ERP among public sector/government organisations | | | |
| The size of the consulting team for the proposed ERP solution, on the rolls of the bidder | | | |
| Partnership with the OEM of the proposed ERP Solution | | | |
| Quality Certification | | | |
| Validation of implementation references | | | |

*to be indicated based its own assessment of the response by the bidder

2. **CHECK LIST FOR THE PROPOSED ERP SOLUTION**

| The evaluation parameter | What has been submitted/format used | RFP Page No. wher the required documents are avialble for verification | Possible technical score* |
|---|---|---|---|
| The bill of material for the ERP | | | |

| | | | |
|---|---|---|---|
| The solution fitment | | | |
| The licensing terms | | | |
| The references in rail, metro and public sector | | | |
| Technical requirements | | | |
| Strategic requirements | | | |
| Future expansion capability for e-procurement and government file | | | |
| Total Score | | | |

*to be indicated based its own assessment of the response by the bidder

| Format/response requirement | Submitted - Yes/No | RFP Page No. wher the required documents are avialble for verification | Meet the requirement Yes/No |
|---|---|---|---|
| Technical proposal covering letter for ERP solution | | | |
| IPR /Solution ownership declaration | | | |
| Validation of ERP solution deployment references | | | |

**3. CHECK LIST FOR IMPLEMENTATION SERVICES**

| The evaluation parameter | What has been submitted/format used | RFP Page No. wher the required documents are avialble for verification | Possible technical score* |
|---|---|---|---|
| Customer references from transport/railway/metro rail sector | | | |
| Profile of the project team | | | |
| Project Plan and Resource Loading | | | |
| Project Structure, escalation, reporting | | | |
| Methodology for implementation and Templates for the deliverables and acceptance criteria | | | |
| Support and maintenance | | | |
| Setting up the framework for CoE | | | |
| Total Score | | | |

*to be indicated based its own assessment of the response by the bidder

| Format/response requirement | Submitted - Yes/No | RFP Page No. wher the required documents are avialble for verification | Meet the requirement Yes/No |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Technical proposal covering letter for ERP Implementation | | | |
| Declaration of IP/ partnership | | | |
| Validation of ERP solution implementation references | | | |

**GENERAL FORMATS AND FORMATS FOR ELIGIBILITY CRITERIA**

1. **REGISTRATION TO RECEIVE THE RFP DOCUMENTS**

Company letter head,

[Date]

To

The Director (System),

Kochi Metro Rail Limited,

Revenue Tower, 8th Floor, Park Avenue,

Ernakulam -682011

**Sub: The contact persons**

Dear Sir,

This is to notify you that the following persons will be the authorized representatives of the company for all future correspondence till the completion of the bidding process, between KMRL and our organization.

|  | **Primary Contact** | **Secondary Contact** |
| --- | --- | --- |
| **Name:** |  |  |
| **Title:** |  |  |
| **Company Name:** |  |  |
| **Address:** |  |  |
| **Phone:** |  |  |
| **Mobile:** |  |  |
| **Fax:** |  |  |
| **E-mail:** |  |  |

We understand that it will be the responsibility of our organization to keep KMRL posted of any changes in this list of authorized persons and we fully understand that KMRL shall not be responsible for non-receipt or non-delivery of any communication and/or any missing

communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to KMRL.

Information in the RFP, clarifications and any other processes concerning the RFP and selection shall not be disclosed to any persons not officially concerned with such process. We understand that misuse of confidential information related to the process by us may result in rejection of our proposal.


Sincerely,

(Signature)



Name and Title

## 2. PROPOSAL COVERING LETTER

(Company letter head)  [Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Ref:     ERP implementation at KMRL

Dear Sir,

This is to notify you that our company intends to submit a proposal in response to the RFP for providing implementation services for the ERP (name of the solution) at KMRL.

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

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favors our company in the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, for providing implementation services to KMRL.

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

Dated this             Day of            201

(Signature)                              (In the capacity of)

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

Sincerely,

[The Company's name]

Name

Title

Signature

Date

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

## CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ……<designation>……      of   the   ……<Company   Name>……., and   that ……………<Name of the Respondent>………………………… who signed the above response is authorized to bind the corporation by authority of its governing body.

                                                      Date

(Seal here)

### 3. LITIGATION IMPACT STATEMENT

(Company letter head) [Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

**Reference: ERP implementation at KMRL**

Dear Sir,

We hereby confirm that the same as may be set out in the schedule attached to this statement, there is no litigation (including court, arbitration and other proceedings), inquiry or order from any regulatory authority, current or pending against us, which if adversely determined might have material adverse impact on our ability to carry on our business or pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of providing the ERP (name of the solution) implementation Services to  KMRL

(Signature)                                         (In the capacity of)

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

Sincerely,

Company Seal

Name

Title

Signature

Date

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

### 4. CONFLICT OF INTEREST

(Company letter head)

[Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Sir,

**Sub:    Undertaking on Conflict of Interest**

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on our part as the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with KMRL.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold KMRL  harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement  basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by KMRL and/or its representatives,  if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

### 5. DECLARATION ON GOVERNMENT REGULATION

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8$^{th}$ Floor, Park Avenue,
Ernakulam -682011


Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by Government of Kerala or any organisation belonging to Government of Kerala, or any department of Government of India or any of the organisations, or public enterprises of Government of India

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

Yours faithfully,


Authorized Signatory

Designation

Company Seal

6. **COMPANY INFORMATION**

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

| Details of the Organization | |
|---|---|
| Name | |
| Nature of the legal status in India | |
| Nature of business in India | |
| Date of Incorporation | |
| Date of Commencement of Business | |
| Address of the Registered Office in India | |
| PAN Number | |
| Service Tax Number | |
| Supporting Documents Certificate of Incorporation from Registrar of Companies (ROC), MOA Scanned copy of PAN card Scanned copy of Service Tax Registration | |

Signed by the internal auditor of the company

Designation

Company Seal

**7. THE COMMERCIAL CRITERIA**

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

| Commercial Information | | | |
|---|---|---|---|
| | FY 2012-13 | FY 2011-12 | FY 2010-11 |
| Revenue (in INR crores) | | | |
| Profit Before Tax (in INR crores) | | | |
| Revenue from IT Services (in INR crores) | | | |

Signed by the auditor/Company Secretary/CFO/CEO of the company

Designation

Company Seal

**8. IMPLEMENTATION EXPERIENCE**

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To

The Director (System),

Kochi Metro Rail Limited,

Revenue Tower, 8$^{th}$ Floor, Park Avenue,

Ernakulam -682011

| **The ERP Implementation Project Information (one form for each project reference duly certified by authorized signatory).** |
| --- |
| **ERP solution implemented** |
| The name of the solution |
| The Solution components implemented |
| The scale of deployment in terms of number of users |
| The operation areas, functions covered |
| **Client Information** |
| Name of client |
| Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id, |
| Nature of business / operations of client |
| **Project Details** |
| Brief description of the Project |
| Scope of the Project |
| Details of services provided |
| Supporting Documents attached herewith |

Signed by the  auditor/Company Secretary/CFO/CEO of the company

Designation

Company Seal

## 9. IMPLEMENTATION EXPERIENCE

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Sub: the project completion declaration

We confirm that based on the internal documents, the following projects have been completed as per the respective contracts and billed/invoiced for the services rendered as per the respective contracts.

| The referred Project and contract reference | Completed and invoiced on |
| --- | --- |
|  |  |
|  |  |
|  |  |

Signed by the  auditor/Company Secretary/CFO/CEO of the company

Designation

Company Seal

## 10. COMPETENCY

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)


To

The Director (System),

Kochi Metro Rail Limited,

Revenue Tower, 8th Floor, Park Avenue,

Ernakulam -682011

Sub: The competency and expertise

We confirm that based on the internal documents, the following competency or expertise

| Certified Consultants Information | |
|---|---|
| Number of the ERP Solution (name of the ERP) Consultants in the Company | |
| Supporting Documents Certification by the company auditors/Company Secretary supporting the number of consultants in the organization | |


Signed by the  auditor/Company Secretary/CFO/CEO of the company

Designation

Company Seal

### 11. OEM AUTHORIZATION

To be submitted on the Letterhead of the OEM of the proposed ERP Solution)

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Dear Sir,

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

Sir,

I/We confirm that <name of SI> ("SI") is a certified partner to supply the licenses and provide implementation services of our solution and have due authorization from us to provide services, to KMRL that are based on our product(s) listed below as per Request for Proposal (RFP) document relating to the Project of  KMRL.

| Sr. No. | Product Name | Remarks |
| --- | --- | --- |
|  |  |  |
|  |  |  |

Yours faithfully,
Authorized Signatory [In full and initials]:
Designation
OEM's company name
Dated this ___ day of ___201_
Address:
Seal/Stamp of OEM

## 12. QUALITY CERTIFICATE

*To be submitted on the Letterhead of the System Integrator)*
(Place)
(Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

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

Assessment Date:

The maturity level assessed for
The certification is valid till (date)
Units/Locations/business assessed
Name of the company that performed the assessment.

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

Dated this ___ day of ___201_

Yours sincerely,

on behalf of *Implementation Agency's Name]*
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Seal/Stamp of System Integrator:

### 13. FORMAT FOR BID SECURITY (EMD)

**(Demand Guarantee)**

_____

**Beneficiary:** _____

**Invitation for Bids No:** _____

**Date:** _____

**BID GUARANTEE No.:** _____

**Guarantor:** _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a)   has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b)   having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security,, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's

notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

*[Signature]*

### 14. REQUEST FOR CLARIFICATIONS (RFC)

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

| Name of Organization submitting request with Full formal address of the organization including phone, fax | Name & position of person submitting request and email points of contact |
|---|---|
| | |

| S. No | Bidding Document Reference(s) (section number/ page) | Content of RFP requiring Clarification | The clarification required |
|---|---|---|---|
| 1 | | | |
| 2 | | | |

**Note:**

- The name of the organization and the date shall appear in each page of such a document/email in the header or footer portion.

- The clarifications to be sent only by email as specified elsewhere in this RFP document

### 15. AUTHORIZATION TO BE PRESENT DURING BID OPENING SESSIONS

(Company letter head)

[Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Sir,

Sub:    Authorization for Representation at Bid Opening – "ERP implementation project of KMRL

I/We declare and confirm that Mr. /Ms. _____ has been duly authorized by us to represent us at the opening of technical and commercial bids. He/She will be carrying valid photo identification as per below details:

| Name as on the ID | |
|---|---|
| ID Number | |
| Designation | |

We undertake to furnish any additional documents that may be requested by you in respect of the aforesaid authorization.

Yours faithfully,

Encl: Photocopy of the ID of the representative

Designated Contact Person

Designation

Company Seal

TECHNICAL PROPOSAL FORMATS FOR **ERP S**OLUTION

**1. P**ROPOSAL COVERING LETTER FOR **ERP** SOLUTION

(ERP OEM, letter head)  [Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Ref:      Proposal for ERP solution

Dear Sir,

This is to notify you that our company intends to submit a proposal in response to the RFP to supply the ERP (name of the solution) at KMRL.

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

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favors our company in the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, for providing implementation services to KMRL.

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

We also declare that in the event of our ERP solution, being selected for implementation at KMRL, we are in agreement to negotiate the commercials for the ERP solution and we will sign the contract for supply of the ERP solution directly to KMRL

Dated this            Day of            201

(Signature)                                        (In the capacity of)

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

Sincerely,

[The Company's name]

Name

Title

Signature

Date

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

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am  ……<designation>……        of   the   ……<Company   Name>……., and   that
……………<Name   of   the   Respondent>………………………… who   signed   the   above   response   is
authorized to bind the corporation by authority of its governing body.

                                                            Date

(Seal here)

## 2. THE SOLUTION FITMENT STATEMENT FOR ERP SOLUTION

(letter head of ERP OEM or SI)  [Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Ref:     Proposal for ERP solution

Dear Sir,

We the ERP solution OEM for the ERP solution (name of the proposed ERP solution) and the partner (name of the SI) for implementation of the ERP solution, have jointly assessed the fitment of the ERP solution against the functional requirement statement or FRS, circulated by KMRL along with the RFP, and in agreement with the fitment statement provided with the technical response for the ERP solution.

Signed jointly by the authorized signatories of the SI and OEM, with company seals

## 3. THE ERP SOLUTION BILL OF MATERIAL

(Letter head of ERP OEM)  [Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Ref:    Proposal for ERP solution

This is the bill of material for the ERP solution proposed to be implemented at KMRL.

| Serial No. | Solution components | Unit of licensing | No of units proposed |
|---|---|---|---|
| | The ERP Solution | | |
| | Materials management | | |
| | e-Procurement | | |
| | Support functions of finance, HR, Materials etc | | |
| | --------------- | | |
| | --------------- | | |
| | Database | | |
| | Third party tools | | |

Signed jointly by the authorized signatories of the SI and OEM, with company seals

## 4. THE REFERENCES OF ERP DEPLOYMENT

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

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

| The ERP Deployment  Information (one form for each project reference). |
| --- |
| **ERP solution Deployed** |
| The name of the solution |
| The Solution components implemented |
| The scale of deployment in terms of number of users |
| The operation areas, functions covered |
| **Client Information** |
| Name of client |
| Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id, |
| Nature of business / operations of client |


Signed by the  auditor/Company Secretary/CFO/CEO of the company

Designation

Company Seal

**5. THE COMPLIANCE TO TECHNICAL REQUIREMENTS**

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

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Sub: the technical compliance of the ERP Solution (name of the solution)

| Technical parameter | Yes or No |
|---|---|
| The ERP solution offers all the functionalities required as per scope – Financial Accounting, Procurement, Inventory Management as a single application solution covering real time posting. | |
| The ERP solution should have all the core modules with required functions as natively integrated applications on a single interoperable open platform. | |
| The ERP Solution should provide wide range of security features such as single sign-On (SSO), Multiple Authentication, Authorization and Integrated User management | |
| The ERP solution should provide implementation, administration and operational tools seamlessly integrated with the product. | |
| The ERP Solution should be Uni-code Compliant, support N-tier and Internet architecture, be natively built based on 64 bit operating system and support application and database clustering and load balancing | |
| The ERP Application shall provide an application architecture which can be integrated with third party/ legacy applications using the built-in integration tools | |
| The ERP Application should be able to generate report output directly in excel, PDF, text, XML, HTML or such other file types. | |
| ERP Application should have single sign-on access across applications and should be intuitive, with easy-to-use user interface that can be accessed via the web interface. | |
| ERP Application should have ability to provide concise overview of parameters like configuration changes, infrastructure usage, performance, required maintenance activities, potential security issues, status of business flows and diagnostic test results | |
| ERP Application should provide performance statistics for the CPU/ Memory, database, Application servers | |

| | |
|---|---|
| The ERP Application shall have a built in software to manage application software backups and restore with Source Control and the solution shall have a built in software to manage automated database backups and restore | |
| The ERP Application should include tools/ mechanism for System, Database and performance measurement activities | |
| ERP Application / System should have tools for administration of Configuration management, Performance tuning, System diagnostics and Capacity planning | |
| The ERP solution should support multiple levels of reporting including transactional reporting, analytical reporting etc. It should support reporting on excel sheets as well as format intensive reporting, graphics and will have a facility to drill down | |
| The ERP solution should come with inbuilt tools for data migration, upgrades etc. | |
| The ERP solution should have provision for handling reporting through a data warehouse | |
| The ERP Solution should provide application development tools to support the continuous development/refinement of application | |
| The ERP solution should provide a robust set of communication and reporting tools and must be able to auto-trigger emails / SMS communications to concerned as per business rules configured in the system | |

Signed by the authorised signatory

Designation

Company Seal

## 6. THE COMPLIANCE TO STRATEGIC REQUIREMENTS

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

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Sub: The compliance of the ERP Solution (name of the solution)

We would like to confirm the following, with respect to the ERP solution (name of the ERP), proposed to be implemented at KMRL

The ERP solution meets the India specific requirements on service Tax, TDS etc. and has the facility to provide these changes for localization on a continuous basis

The ERP solution supports all of the Operating Systems- Microsoft Windows, UNIX, Linux and the proposed integrated application should be capable of supporting all standard Databases like Sybase, SQL, Oracle and DB2

The ERP Solution will be supplied with the source code and the customized source codes of the ERP solution. These Codes are part of deliverable without any preconditions


Signed by the authorised signatory

Designation

Company Seal

**7. THE PARTNER ECOSYSTEM**

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

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Sub: The partner ecosystem of the ERP Solution (name of the solution)

We would like to confirm that the following companies registered and operating in India are the partners to provide implementation and support services on the ERP solution (name of the solution)

| Product Name | |
|---|---|
| Name of the Partner | |
| Nature of the legal status in India | |

Signed by the authorised signatory

Designation

Company Seal

**8. INDIA PRESENCE FOR DEVELOPMENT AND R&D**

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

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

We would like to declare the following information on our product development, R&D and training services in India.

| | |
|---|---|
| Product Name | |
| Product Development Center | |
| Date of Incorporation | |
| Date of Commencement of Business | |
| Address | |
| Number of Employees involved in Development, Delivery and Service Support of Solutions at the above Center(s) | |

Dated this ___ day of ___201_

Yours sincerely,

on behalf of [ERP Solution OEM's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:        Seal/Stamp of ERP Solution OEM

**9.** REFERENCE FOR INTEGRATED PLATFORM

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

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

| **The ERP Deployment  Information (one form for each project reference).** |
| --- |
| **ERP solution Deployed** |
| The name of the solution |
| The Solution components implemented |
| The operation areas, functions covered |
| The scale and users for the deployment of e-procurement or government file management (as the case may be) and integration with the core ERP |
| **Client Information** |
| Name of client |
| Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id, |
| Nature of business / operations of client |

Dated this ___ day of ___201_

Yours sincerely,

on behalf of [ERP Solution OEM's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:        Seal/Stamp of ERP Solution OEM

**10. V**ALIDATION OF DEPLOYMENT REFERENCES

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Sub: the project completion declaration

We confirm that based on the internal documents, the following projects have been completed as per the respective contracts and billed/invoiced for the services rendered as per the respective contracts.

| The referred Project and contract reference | Completed and invoiced on |
|---|---|
|  |  |
|  |  |
|  |  |

Signed by the internal auditor

Designation

Company Seal

**11. IPR/SOLUTION OWNERSHIP DECLARATION**

(To be submitted on the Letterhead of ERP OEM)

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8<sup>th</sup> Floor, Park Avenue,
Ernakulam -682011

Sub: Patent Rights/copyrights confirmation

Sub:    Undertaking on Patent Rights/copy rights for the ERP solution proposed to KMRL

I/We do hereby undertake that he we are the rightful owners of the ERP solution (name of the solution) being provided by us and is not infringing on any patent or intellectual property rights as per the applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent or intellectual property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the ERP solution or any part thereof to be supplied by us. We shall indemnify KMRL against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies of the ERP solution including upgrades as and when they are made available and uninterrupted use of the software solution and/or system or any part thereof to KMRL and persons authorized by RGUHS, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

If at a later date it is found that it does infringe on patent rights, I/We absolve and indemnify KMRL of any legal action.

Yours faithfully,


Authorized Signatory

Designation

TECHNICAL PROPOSAL FORMATS FOR IMPLEMENTATION

## 1. TECHNICAL PROPOSAL COVERING LETTER

(Company letter head)[Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8<sup>th</sup> Floor, Park Avenue,
Ernakulam -682011

Dear Sir,

Ref:    Implementing the ERP Solution (name of the ERP) at KMRL

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the implementation services for the ERP solution (name of the ERP) at KMRL as required and outlined in the RFP.

We attach hereto the bid technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and KMRL or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of six months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and KMRL

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the KMRL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead KMRL as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

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

Dated this           Day of           201

(Signature)                              (In the capacity of)

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

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

## 2. PROFILE OF PROJECT TEAM

Project Manager, the functional and technical consultants

| 1. Name of the person | |
|---|---|
| 2. Role in the Project | |
| 3. Qualification | |
| 4. Total number of years of experience | |
| 5. Number of years with the current company (the bidder) | |
| 6. Functional area / expertise | |
| 7. Role in the Project | |
| 8. The names of customers/project for which the person has provided similar services | |

Please provide the profiles for all the key modules and functional areas and the technical expertise required for the project like HR, finance, e-procurement etc.

## 3. TENTATIVE TEAM STRUCTURE

| Sl. No | Name of Resource | Designation | Role in this project |
|---|---|---|---|
| 1 | | | |
| 2 | | | |

## 4. RESOURCE LOADING

| Team member | Role and expertise | Involvement during which activity | Expected duration of involvement |
|---|---|---|---|

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## 5. PROJECT PLAN

| Project activity | Timelines | The experts involved | Number of people | Deliverable |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

1. Indicate all main activities of the assignment. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.

## 6. DELIVERABLES

1. The list of deliverables

2. The templates for each of the deliverables

3. The acceptance criteria for the deliverables

**7.** **R**EFERENCES FOR **M**ETRO **R**AIL OR TRANSPORT OR **R**AILWAYS

| | |
|---|---|
| The ERP version | |
| The name of the transport, metro rail organisation | |
| A brief introduction to the operations of the transport, metro rail organisation | |
| The process of the organisation which have been implemented | |
| Number of users for the system | |
| Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id… | |
| In the year of project completion | |
| The components of the proposed ERP implemented | |

## 8. VALIDATION OF IMPLEMENTATION REFERENCES

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8<sup>th</sup> Floor, Park Avenue,
Ernakulam -682011

Sub: the project completion declaration for Metro rail, transportation and Railway organisations

We confirm that based on the internal documents, the following projects have been completed as per the respective contracts and billed/invoiced for the services rendered as per the respective contracts.

| The referred Project and contract reference | Completed and invoiced on |
|---|---|
|  |  |
|  |  |
|  |  |

Signed by the  auditor/Company Secretary/CFO/CEO of the company

Designation

Company Seal

## 9. DECLARATION ON IPR/PATENT RIGHTS - SI

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Sub: Patent Rights/copyrights confirmation

Sir,

Sub:    Undertaking on Patent Rights/copy rights for the ERP project of KMRL

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

I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect services/tools or any part thereof to be supplied by us. We shall indemnify KMRL against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the project of ERP to KMRL, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

If at a later date it is found that it does infringe on patent rights, I/We absolve and indemnify KMRL of any legal action.

Yours faithfully,


Authorized Signatory

Designation

Bidder's corporate name

**COMMERCIAL PROPOSAL FORMATS FOR ERP SOLUTION AND IMPLEMENTATION**

1. **COVERING LETTER FOR ERP SOLUTION PROPOSAL**

Company letter Head of the ERP OEM [Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

Dear Sir,

Ref: Supply the ERP solution (name of the ERP) to KMRL

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the ERP solution (name of the ERP) at KMRL as set out in the bid document. Following is our quotation summarizing (as per the final figure in Table) our commercial proposal.

(The total bid value in Indian rupees, including the optional elements and applicable taxes)

We attach hereto the commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide the ERP solution to meet all the requirements of KMRL as put forward in the RFP.

If our proposal is accepted, we will sign the contract with KMRL to supply the ERP solution.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of six months from the date fixed for opening the commercial bid and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the KMRL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the KMRL as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

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

Dated this                    Day of                201

(Signature)                                                                                            (In the capacity of)


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

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


CERTIFICATE AS TO AUTHORISED SIGNATORIES


I, certify that I am      ……………….      of      the      ……………………………,      and      that ………………………………………………………………… who signed the above proposal is authorized to bind the corporation by authority of its governing body.

2. **COMMERCIAL PROPOSAL COVERING LETTER FOR ERP IMPLEMENTATION**

Company letter Head [Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8<sup>th</sup> Floor, Park Avenue,
Ernakulam -682011

Dear Sir,

Ref: Implementing the ERP solution (name of the ERP) at KMRL

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the implementation services for the ERP solution (name of the ERP) at KMRL as set out in the bid document. Following is our quotation summarizing (as per the final figure in Table) our commercial proposal.

(The total bid value in Indian rupees, including the optional elements and applicable taxes)

We attach hereto the commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services as put forward in the RFP or such modified requirements as may subsequently be mutually agreed between us and KMRL or its appointed representatives.

If our proposal is accepted, we will obtain and submit a performance bank guarantee in the format given in the bid document issued by a public sector bank in India or a private sector bank authorized to do business with the Government of India and acceptable to KMRL for a sum equivalent to 10% of the total price as quoted in our commercial proposal of the bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of six months from the date fixed for opening the commercial bid and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the KMRL is true, accurate, and complete. This proposal includes all information

necessary to ensure that the statements therein do not in whole or in part mislead the KMRL as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

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

Dated this Day of 201

(Signature) (In the capacity of)


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

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


CERTIFICATE AS TO AUTHORISED SIGNATORIES


I, certify that I am ………………. of the ……………………………., and that ……………………………………………………………… who signed the above proposal is authorized to bind the corporation by authority of its governing body.

**3. THE COMMERCIAL BID FOR ERP SOLUTION**

Company letter Head of ERP OEM

[Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

**The Summary of Commercial Offer for the ERP solution (name of the solution)**

| No. | ERP Solution elements | Unit price | No. of units | Total price |
|---|---|---|---|---|
| 1. | ERP solution modules | | | |
| 2. | ------- | | | |
| 3. | ------ | | | |
| 4. | -------- | | | |
| 5. | ----------- | | | |
| 6. | Data base | | | |
| 7. | ATS charges for one year | | | |
| | **Total cost for calculating bid value** | | | |

Dated this          Day of          201

(Signature)                                                    (In the capacity of)


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

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

### 4. THE PAYMENT TERMS FOR ERP SOLUTION

Company letter Head of ERP OEM

[Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8<sup>th</sup> Floor, Park Avenue,
Ernakulam -682011

**Sub: the payment terms for the ERP solution**

Dated this            Day of            201

(Signature)                                                                (In the capacity of)

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

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

**5.** THE COMMERCIAL BID FORMAT FOR IMPLEMENTATION SERVICE

Company letter Head

[Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8<sup>th</sup> Floor, Park Avenue,
Ernakulam -682011

**Table C1 – Summary of Commercial Offer**

| No. | Service /Solution elements | Base Price | Tax | Total price with tax |
|---|---|---|---|---|
| 1. | Implementation Services till "complete deployment", User training and 3 month system stabilisation service (C2) | | | |
| 2. | Support services for 12 months post implementation. | | | |
| 3. | Support services for second year (12 months) after implementation | | | |
| 4. | Manpower cost for change requests (C3) | | | |
| 5. | Manpower cost for skill augmentation (C4) | | | |
| | **Total cost for calculating bid value** | | | |

Dated this            Day of            201

(Signature)                                                    (In the capacity of)


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

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

**Table C 2- The breakup of cost of implementation services.**

| | Price Element | Base price | Tax | Total Price with tax |
|---|---|---|---|---|
| 1. | Implementation activities till usage ready for all the functions except e-procurement | | | |
| 2. | Cost of services during from usage ready till completion of stabilisation support | | | |
| 3. | Implementation of e-procurement system | | | |
| 4. | Training cost | | | |
| 5. | Total price | | | |

**Table C 3- The cost for manpower for change requests.**

| | Price Element | Base price | Tax | Total Price with tax |
|---|---|---|---|---|
| 1. | Blended price of 10 man months of functional consultant | | | |
| 2. | Blended price of 10 man months of technical consultant | | | |
| 3. | Total price | | | |

**Table C 4- Man power cost for skill augmentation**

| | Price element | Base price | Tax | Total price with tax |
|---|---|---|---|---|
| 1. | Three man month price for finance/accounts consultant | | | |
| 2. | Three man month price for materials consultant | | | |
| 3. | Three man month price for e procurement/contract | | | |

| | | | | |
|---|---|---|---|---|
| | management consultant | | | |
| 4. | Three man month price for technical consultant | | | |
| 5. | Total price | | | |

*Tables C2, C3 and C4 provide the breakup of the price for the respective prices in the commercial proposal indicated in Table C1. KMRL reserves the right to place item wise work orders.*

## 6. THE PAYMENT TERMS FOR IMPLEMENTATION SERVICES

Company letter Head the bidder

[Date]

To
The Director (System),
Kochi Metro Rail Limited,
Revenue Tower, 8th Floor, Park Avenue,
Ernakulam -682011

**Sub: the payment terms for implementation services**

Dated this              Day of              201

(Signature)                                                  (In the capacity of)

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

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

**7. FORMAT FOR BANK GUARANTEE (PBG) TOWARDS PERFORMANCE SECURITY**

**PERFORMANCE GUARANTEE**

Ref. No. _____          Bank Guarantee No _____

Dated _____

To,

KMRL

Dear Sir,

1. In consideration of The Director (System) Kochi Metro Rail Limited (KMRL), having its office at Revenue Tower, 8<sup>th</sup> Floor, Park Avenue Ernakulam Kerla, India – 682011 (hereinafter referred to as `KMRL', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the LOI dated _____ with M/s_____ having its registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and KMRL having agreed that the CONTRACTOR shall furnish to KMRL a performance guarantee for Indian Rupees .............. for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of 10% of the contract _____ (Indian Rupees/)_____ ) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by KMRL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the

bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by KMRL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that KMRL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that KMRL may have in relation to the Contractor's liabilities.

4. The Bank further agrees that KMRL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in KMRL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of KMRL or any indulgence by KMRL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of KMRL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till KMRL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of KMRL or that of the CONTRACTOR.

7.  The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8.  The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of the Courts of Kochi.

9.  Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until_____.(indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee.  If no such claim has been received by us by the said date, the rights of KMRL under this Guarantee will cease.   However, if such a claim has been received by us within the said date, all the rights of KMRL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this........ day of ........20___ at .....................

WITNESS NO. 1

-------------------------                                        ------------------------

(Signature)                                                     (Signature)

Full name and official Full name, designation and

Address (in legible letters) address (in legible letters)

With Bank stamp

Attorney as per power of

Attorney No.............

WITNESS NO. 2                                   Dated………….

------------------------

(Signature)

Full name and official

Address (in legible letters)

**ANNEXURE II-FRS**

**Functional Requirement Specifications**

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
|---|---|
| | *Master Data / Configuration Data Requirements* |
| | **Fixed Asset Master DB** |
| 1 | Centralized definition of fixed asset categories, description, multiple depreciation rates etc |
| 2 | Ability to maintain parent-child relationship across asset classes |
| 3 | Ability to support different methods of depreciation like WDV, SLM etc |
| 4 | **Payroll Masters** |
| 5 | Ability to maintain master information of all employees - Personal Data with Basic pay and other allowances applicable, PF no., PAN no., Bank account no. etc |
| 6 | Ability to maintain Unique master code for each employee from inception till retirement across the enterprise even in case of transfers, deputation etc |
| 7 | Ability to support configuring of various tax rules (e.g. Income tax, Professional taxes) specifying, but not limited to items such as basis and method of calculation, default % rates, general accounts to which tax effects may be posted, applicable stat |
| 8 | Ability to configure outline pay structures at various levels and types (such as permanent, contract employees, trainees etc) |
| 9 | **Vendor Master** |
| 10 | Centralized vendor master facilitating single vendor description and automatic numbering code across the organization (supporting such parameters as -Multiple addresses against each vendor, Contact person for each vendor address, Bank Account (e-payment, cheque payment), Tax details required for ensuring compliance with Indian Tax laws considering both direct & Indirect taxes |
| 11 | Vendor classification (multiple parameters required to meet reporting, preferential treatment like waiver of EMD etc. payment prioritization and other needs) such as SSI, ANCILLARY, PSU (Spsu, Cpsu) etc. with effective date |
| 12 | Centralised vendor payment details (with such details as - Default currency for invoice/payment, Default payment term (e.g. Immediate, 30 days etc.),Payment method preferences (e.g. cheque / DD / Bank Transfer) ) |
| 13 | Whether vendor is also a customer; If yes, then his customer details |
| 14 | Default level of invoice matching (e.g. to PO, Receipt etc) |
| 15 | Limit maintenance / access to vendor master to specific users |
| 16 | Create rate master, item wise/vendor wise for repetitive items against value based Purchase master. |
| 17 | *Transaction / Process / Activity Requirements* |
| 18 | **GENERAL Requirements** |
| 19 | Ability to define internal organization structure like SBUs/ LOBs/ Locations/Profit |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
|---|---|
| | Making Units across multiple legal entities |
| 20 | Ability to generate complete trial balance, P & L account and Balance Sheet at these levels |
| 21 | Ability to create departments/functions etc as flexible hierarchy to roll up cost |
| 22 | Ability to do planning at the above two hierarchies |
| 23 | Ability to maintain multiple planning versions |
| 24 | Ability to support "Double Entry System of Accounting" on "Accrual Basis" as required under Companies Act in general and Schedule VI requirements in particular. |
| 25 | Ability to maintain and enforce for strict compliance, the Delegation of Powers (DOP) of the Company with a facility to update/modify/delete/add powers/grades etc. |
| 26 | Ability to implement Work-flow based mechanism of put up of proposal, concurrence, re-comment, forward for approval, refer to backward for necessary action, refer to across functions for getting back along with comments/ remarks/ information/ attachments |
| 27 | Ability to generate vouchers automatically based on the work-flow outcome as defined by the business rules. |
| 28 | Ability to maintain Foreign Exchange Rates centrally and apply wherever necessary. |
| 29 | Ability to upload exchange rates data from excel or any other system to ERP. |
| 30 | Ability to maintain the Holiday list of KMRL and that of Banks/Govt. as applicable for determining Due Dates on various occasions or any other purpose. |
| 31 | Ability to integrate the Finance Function with other functions in ERP and other legacy systems retained. |
| 32 | Ability to upload and retrieve the supporting documents (soft version) with the vouchers. |
| 33 | Ability to download reporting in excel and also in a format suited for XBRL reports. |
| 34 | Ability to update Excise/Service Tax (ST) Registers/Records on dispatch of goods/services |
| 35 | Generation of necessary TDS/TCS/VAT/ST and other statutory returns |
| 36 | Ability to pass necessary entries, as per defined business rules, in case stocks dispatched to branches/stockyards |
| 37 | **CASH/CHEQUE MANAGEMENT** |
| 38 | Ability to record Cash receipts and advances (with such details as - To, date, Amount, Approver etc) |
| 39 | Ability to print Payment Voucher, Receipt voucher, Cheque with pre-printed stationary |
| 40 | Ability to print pay-in-slip (request for bankers' cheque, DD etc.), money-receipt, deposit slip, covering letter etc. from system |
| 41 | Ability to have cash verification |
| 42 | Ability to generate cash outflow / inflow for user defined period |
| 43 | Receive online payment vouchers with respect to cash, bank and e-payments and |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
|---|---|
| | receipt Challans from various sections |
| 44 | Online verification of signatures in payment vouchers and authorisation slips |
| 45 | Ability to cancel cheque in system |
| 46 | Adaptability to all modes of bank payments such as e-payments, cheque, bank drafts, CMP, E- transfers etc. |
| 47 | Ability to throw alerts where payments are made before due date |
| 48 | Ability to restrict certain document types in cash/ bank book |
| 49 | Ability to account for the direct debits/credits in the bank accounts in the cash book |
| 50 | Forecast expected date of payment to vendors based on payment terms (linked to PO raised, expected date of delivery, receipt of invoice, contractual terms & conditions etc) |
| 51 | Forecast expected date of collection from customer (distributors/CFA) based on payment terms (linked to Sale Order date, expected date of shipment, invoice date etc.) |
| 52 | Periodic forecast of receipts and payments across the unit/ Organisation. |
| 53 | Forecast in currencies (separately for USD, INR etc) |
| 54 | Ability to prepare Fund/cash flow statements from revenue and capital budget. |
| 55 | *1. Bank Reconciliation* |
| 56 | Bank Master Maintenance - maintain list of approved banks |
| 57 | Ability to reconcile payments and collections to eliminate any duplicate data entry |
| 58 | Ability to reconcile with General Ledger to consider any bank related journal entries such as those for bank transfers etc |
| 59 | Ability to reconcile bank statement with payments, collections, adjustments etc recorded in the system based on the cheque number or such other reference number |
| 60 | Ability to generate bank reconciliation statement listing unreconciled transactions |
| 61 | *2. General Ledger* |
| 62 | *2.1 Accounts* |
| 63 | Option to have same or different chart of account structure across the organization |
| 64 | Capture multiple dimensions (e.g. department, location, product, project, personal no. etc) in the chart of account |
| 65 | Ability to record asset, liability, expense and revenue against each dimension in the chart of account structure |
| 66 | Option to have centralized or decentralized maintenance of chart of account values |
| 67 | Facility to put start and end date to use of specific chart of account values, activate and deactivate as and when required |
| 68 | Maintain Parent-child hierarchy in chart of account values |
| 69 | Restrict access to specific values to specific users / units |
| 70 | Enable identifying inter unit account codes with auto generation of advices |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
|---|---|
| 71 | **2.2 Calendar** |
| 72 | Define calendar based on organization's accounting and reporting requirements<br>Calendar periods should be able to be defined by the user<br>Calendar can be defined as uneven periods, adjustment periods, or to a maximum of 366 periods<br>Multiple calendar definitions shall be allowed |
| 73 | Facility to open multiple accounting periods i.e. open the next accounting period before closing the current accounting period |
| 74 | Facility to open multiple accounting years by opening periods in multiple accounting years |
| 75 | Close an accounting period to prevent any entries in that period |
| 76 | **2.3 Journals** |
| 77 | Support manual entry of journal vouchers |
| 78 | Facilitate entry and approval of Journal vouchers (maker-checker) |
| 79 | Ability to have automatic journal numbering identifiable with section / department etc. |
| 80 | Journals to have unlimited number of lines including narration for the journal as well as each line |
| 81 | Look up account numbers and descriptions during journal entry |
| 82 | Use codes to default account combinations |
| 83 | Facilitate Journal Voucher Printing |
| 84 | Allocate overhead account balances to other accounts based on fixed amounts or user defined base |
| 85 | Automatically create journal entries from allocation schedule |
| 86 | Automatically generate recurring journals |
| 87 | Facility to link reversed journal to original journal |
| 88 | Ability to consolidate group company accounts on yearly / quarterly basis. |
| 89 | Ability to automatically net off the expense and revenue accounts closing balances to retained earnings account and carry the same to the following accounting year. |
| 90 | Ability to carry forward assets and liabilities to following accounting year |
| 91 | Capability of defining separate consolidation and final accounting procedures for selected accounting units eg PF Trust, Foreign subsidiaries |
| 92 | Ability to support provisional journal entries |
| 93 | Ability to pickup previous year figures in current year financial statements and ability to regroup/reclassify previous year figures where necessary |
| 94 | Ability to have different document type for memoranda provisional entries for monthly / quarterly closing and also to facilitate auto reversal of these entries in the immediate succeeding month. |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
|---|---|
| 95 | Ability to do Segment reporting |
| 96 | Ability to integrate the General Ledger Accounting with: Asset Accounting ; FI Accounts Receivable and Accounts Payable; Costing ; Materials Management and HR |
| 97 | Ability to generate G/L Account Balances |
| 98 | Ability to generate Transaction Figure Display |
| 99 | **PROCURE TO PAY Management** |
| 100 | *1. Invoice Processing* |
| 101 | Ability to track invoices received not processed/paid |
| 102 | Enter required vendor invoice details manually for matching at material receipt / payment level |
| 103 | Ability to Generate invoices automatically based on predefined criteria (e.g. running bills, invoices based on receipt of material etc.) |
| 104 | Ability to record details like liquidation charges, payment against billing schedule, chemical analysis, applicability of TDS etc. in the PO |
| 105 | View and match invoice to PO eliminating need for physical PO |
| 106 | Ability to view details of services received in Work-Order entry sheet |
| 107 | Ability to match services received, PO for the services and Invoice for services |
| 108 | Automatic alert for non compliance of PO terms (documents, price, delivery date, other conditions of contract) |
| 109 | Automatically place on hold invoices not matched to PO for specific vendors |
| 110 | Automatic accounting for invoices based on POs by linking to A/c master |
| 111 | Default tax details from vendor master (CST/OS/Service Tax/Entry Tax) |
| 112 | Calculate / deduct TDS / statutory taxes etc. automatically |
| 113 | Maintain exchange rates centrally, with payment in centralised / decentralised way. |
| 114 | Restrict GL date to the open accounting period only |
| 115 | Automatically apply based on contract tax / freight / handling charges across multiple invoice lines |
| 116 | Place invoices on hold to prevent further action at different stages like payment etc. |
| 117 | Recording project invoices with details of project code, activity, task etc. |
| 118 | Allocate single invoice expense line to multiple GL account with responsibility code |
| 119 | Indicate vendor balance before making payment. |
| 120 | View and match invoice to PO, Receipt in the system at line level eliminating need for physical PO / GRN |
| 121 | Automatic three way (invoice, PO and GRN) matching process after the invoice details are entered in the system |
| 122 | For payment made on the basis of performance, provision should be there to capture the performance measure against PO and actual performance against GRN |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
|---------|----------------------------------------------------------------------------------------------------------------------|
| 123 | Ability to block payment to a Vendor till such time as desired |
| 124 | Ability to analyse ageing of vendor balances at any given point of time whether current or past or even future. |
| 125 | Ability to generate vendor account statement to be sent to the vendors. |
| 126 | Ability to link payments to completion/installation details. |
| 127 | Ability to compute and pay discount as per the terms agreed with vendor/supplier. |
| 128 | Postings in Accounts Payable to be simultaneously recorded in the General Ledger |
| 129 | Ability to generate balance confirmations, account statements and due date forecast |
| 130 | Ability to Manage Vendor Master data(Create Read Update and Delete) |
| 131 | Ability to add details like Vendor, Cheque No. etc. in the purchase master |
| 132 | Enter Debit / Credit notes against specific invoice(s) to adjust vendor liability |
| 133 | Ability to generate and capture appropriate Debit / Credit memos against specific trading product invoice(s) to adjust inter-unit( between procurement and marketing) accounting (VAT, CST, ED, Excise, transfer price etc) |
| 134 | *2. Inventory Valuation* |
| 135 | Ability to support online valuation of Inventory |
| 136 | Ability to integrate costing module with inventory module to facilitate inventory valuation |
| 137 | Ability to have inventory ageing report |
| 138 | Ability to value inventory as per accounting policy i.e. weighted average, FIFO etc |
| 139 | Ability to value finished products at cost or realisable value whichever is less |
| 140 | Ability to account for differences arising on account of physical verification |
| 141 | Ability to account/adjust for transit loss to inventory |
| 142 | Ability to value issues of stores items as per defined business rules (i.e. moving weighted average/monthly weighted average etc. as the case may be) and ability to post to the appropriate GL Code |
| 143 | Ability to identify nature of issues i.e. whether free/recoverable issue to contractors or consumption by company etc |
| 144 | Ability to value consumption of raw material as per defined business rules(i.e. moving weighted average/monthly weighted average etc. as the case may be) and ability to post to the appropriate GL code |
| 145 | Ability to make necessary adjustments to consumption, in case of price revisions, where applicable |
| 146 | Ability to link MRV (Material receipt Voucher) raised on receipt of materials with issue note when materials have been sent out on repair |
| 147 | Ability to track materials sent out on repairs |
| 148 | Ability to create necessary provisions for slow moving/non moving inventory as per business rules |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| 149 | Ability to arrive at landed cost of material including customs duty and port charges, freight charges, clearing and forwarding agent charges and other applicable charges, as the case may be |
| 150 | Ability to value MRV raised as per defined business rules |
| 151 | Ability to value Stock Adjustment/Stock Transfer Vouchers/Stores Return Note etc as per defined business rules |
| 152 | Ability to do quantity reconciliation between procurement, consumption, production, dispatch, sale, shortages and closing stocks |
| 153 | Ability to allocate overhead account balances to issues/consumption and closing inventory based on proportionate conversion costs |
| 154 | Ability to support adjustment of VAT credit taken at the time of issue/inventory valuation |
| 155 | Ability to obtain details of book balances of inventory to facilitate physical verification |
| 156 | Ability to update physical verification details in case of inventories for the system to list out excess/shortage report |
| 157 | Ability to value shortages/excess inventory as per defined business rules and ability to classify the same as normal/abnormal |
| 158 | **SALES ACCOUNTING** |
| 159 | Ability to support accrual based accounting |
| 160 | Ability to link sales with the respective account codes |
| 161 | Handling credit notes on customers for shortages, quality complaints etc. |
| 162 | Handling debit notes on customers for interest on overdue payments etc. |
| 163 | Ability to support overall stock reconciliation- product wise and preparation of stock reconciliation statement for Balance Sheet |
| 164 | Ability to update excise register on despatch of finished goods and accounting of excise duty at plant and CFA depot |
| 165 | Ability to automatically compute penalty and facilitating computation of taxes and duties by linking it to invoice |
| 166 | Ability to generate ageing schedule of debtors giving details of debtors outstanding for more than XX days, for more than XX days but less than XXX days, for more than XXX days, etc. |
| 167 | All postings in Accounts Receivable are also recorded directly in the General Ledger |
| 168 | Update respective G/L accounts depending on the transaction involved (for example, receivables, down payments, and bills of exchange). |
| 169 | Monitor open items, such as account analyses, alarm reports, due date lists, and a flexible dunning program |
| 170 | Ability to documenting the transactions that occur in Accounts Receivable, including balance lists, journals, balance audit trails, and other standard report |
| 171 | Ability to calculate interest on customer and vendor accounts |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| 172 | **Accounting for Customer Collections** |
| 173 | Ability to account for receipt of cheque/DD, track whether dishonoured or not |
| 174 | Ability to match export proceeds with import payments falling within a bucket of specified no. of days |
| 175 | Ability to support accounting of advance received from customer and ability to classify advance separately from amount outstanding against invoices for balance sheet disclosure. |
| 176 | Ability to support refund of advance if value of dispatch is less than advance amount |
| 177 | Ability to transfer balances lying to the credit of a customer against multiple Money Receipts and multiple DOs as free balance by a single journal (for refund or to be used for further transactions) |
| 178 | Ability to support accounting of collection received at location other than where invoice is raised. |
| 179 | Ability to handle accounting of collection received from customers received in e-payment mode. |
| 180 | Ability to adjust receipt with invoice and show net amount outstanding |
| 181 | Ability to provide for doubtful debts and ability to facilitate writeoff |
| 182 | **Customer Account Reporting** |
| 183 | Ability to display break up of customer balance against each sales order / invoice |
| 184 | Generation of customer outstanding statement on a consolidated basis across units / regions or only with respect to individual unit/location |
| 185 | Support customer ledger on gross basis (showing all debit and credit entries) and net basis (only outstanding or unadjusted debit or credit entries) |
| 186 | Ability to generate outstanding report only for one customer, only for domestic sales, only for export sales or combination thereof. |
| 187 | Support generating outstanding report in foreign currency for export sales |
| 188 | Ability to generate report on customer profile/customer statement of account for a specific period and sending the same to customer. |
| 189 | Ability to raise debit/credit advices/notes on customers for rate differences, sales returns, additional discounts, penalties, interest for late payments etc. |
| 190 | Ability to provide for doubtful debts and ability to facilitate write off of customer balances, where necessary |
| 191 | Ability to adjust customer receivables against amounts due to the customer |
| 192 | Ability to handle debtors reconciliation |
| 193 | Ability to generate customer outstanding |
| 194 | **WORK ORDER MANAGEMENT** |
| 195 | Ability to track materials issued on either free-of-cost basis or chargeable basis to contractors and account the same as per defined business rules. |
| 196 | Ability to make recoveries from contractors for materials issued on free-of-charge |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| | basis to the extent consumed in excess of applicable norms as certified by Engineer-in-charge. |
| 197 | Ability to make recoveries from contractors for materials issued on chargeable basis. |
| 198 | Ability to track material which was issued to contractors on free-of-charge basis and lying with contractor un-consumed for more than specified period/date and to include the same into the inventory valuation. |
| 199 | Interfacing invoice with work measurement |
| 200 | Booking of outstanding liabilities and calculation of tax on the same |
| 201 | **SD/EMD/BG MANAGEMENT** |
| 202 | Ability to handle EMD received in the form of cheque, BG, DD etc |
| 203 | Ability to record collection of EMD from vendors/service providers/customers against the related PO/WO/ Agreement/ Contract and to keep a track of it. |
| 204 | Ability to refund/adjust deposits with age-wise analysis. |
| 205 | Ability to convert EMD into Security Deposit for successful vendors and to keep link between the EMD and PO/WO/ Agreement/Contract and also vendor master. |
| 206 | Ability to maintain data of Bank Guarantees received from vendors/contractors etc., including full particulars about vendor code with a link to vendor master, related PO/WO/ Agreement/Contract reference, Bank name with ability to link with Bank Master, BG |
| 207 | Ability to implement approval of PO/WO/ Agreement/Invoice subject to receipt/confirmation of BG. |
| 208 | Ability to generate request letters for extension/invocation of bank guarantes. |
| 209 | Automatically interface accounting entries to the GL module |
| 210 | **ASSET MANAGEMENT** |
| 211 | Centralized definition of fixed asset categories, description, multiple depreciation rates, predefined residual values etc. |
| 212 | Centralized/ decentralized definition of location data structure |
| 213 | Ability to maintain parent-child relationship across asset classes. |
| 214 | Ability to support WDV/ straight line method of depreciation. |
| 215 | Automatically consolidate FA Register at units into FA Register for the company |
| 216 | Prevent units from entering/updating data in any FA Register other than their own FA Register |
| 217 | Categorize assets based on type such as moveable-immovable etc. |
| 218 | Ability to record fixed assets as either capitalized or work-in-progress |
| 219 | Ability to categorize assets based on various parameters like movable, immovable, plant assets etc |
| 220 | Ability to decide the asset catergorisation at the time of order placement/contract finalisation and also allow to change at a subsequent date. |
| 221 | Ability to maintain parent - child asset relationships |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| 222 | Ability to differentiate between new asset and value adjustment/upgradation to existing capacity |
| 223 | Record fixed assets with date placed in service in the past |
| 224 | Record fixed assets with date placed in service in the future |
| 225 | Ability to merge multiple fixed assets into one fixed asset |
| 226 | Provision to rectify errors in recording fixed assets in the same period or in previous periods |
| 227 | Ability to record number of units against each fixed assets eg chairs - 10 units |
| 228 | Ability to generate Fixed Assets schedule in accordance with the Companies Act |
| 229 | Ability to generate asset number at the time of capitalisation of asset |
| 230 | Flexibility to port existing asset details where location code, complete description etc is not available |
| 231 | Ability to update Fixed Asset Register upon capitalisation of asset |
| 232 | Provision to record manufacturer's serial number |
| 233 | Provision to facilitate physical verification of fixed assets by printing fixed assets reports location-wise, employee-wise, category-wise etc |
| 234 | Provision to electronically upload fixed assets physical verification data for the system to list out missing fixed assets or not at recorded location or not with recorded employee |
| 235 | Ability to keep track of last physical verification data for each asset record |
| 236 | Ability to reclassify individual fixed asset or a group of fixed assets |
| 237 | Ability to reclassification to automatically update depreciation rates |
| 238 | Ability to perform valuation of fixed and current assets |
| 239 | Support change of useful life and effective rate of depreciation |
| 240 | Run/ roll back depreciation multiple times |
| 241 | Suspend depreciation on specific or categories of fixed assets for specified period of time |
| 242 | Maintain depreciation data cost centre wise |
| 243 | Forecast the depreciation and written down value for any user defined periods |
| 244 | Calculation of depreciation for defined period on existing asset as well as memorandum entries |
| 245 | Create accounting automatically for fixed assets addition, depreciation, recategorization, revaluation, retirement, transfers etc |
| 246 | Facilitate drilldown facility from the GL to individual fixed asset transaction in the fixed asset module |
| 247 | **COST MANAGEMENT** |
| 248 | *1. Costing* |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| 249 | Ability to capture and report costs against each dimension in the chart of account structure such as unit, department, location, product, project etc |
| 250 | Ability to define cost centers across the organisation |
| 251 | Ability to define various elements of costs for cost sheet preparation |
| 252 | Facility to pool costs and then allocate / reallocate costs to other cost centers / across organisation based on predefined basis |
| 253 | Ability to create flexible cost objects to collect cost for specific purpose / objective |
| 254 | Ability to settle such collected cost to another cost object |
| 255 | Ability to print various allocation schedules prior to the financial closing of the period |
| 256 | Ability to allocate overheads either on a percentage basis or as quantified by the service providing department |
| 257 | Ability to allocate indirect process unit costs to direct process units based on direct cost ratio |
| 258 | Ability to rerun cost allocations when the underlying data changes |
| 259 | Ability to combine the costs for several input sources and allocate in one allocation source through parameters |
| 260 | Ability to allocate common costs across departments/ products / units based on predefined basis. |
| 261 | Provisions to add relevant taxes and duties (wherever applicable; e.g.- Utilities ) for a cost element |
| 262 | Facility to reconcile costing reports with financial reports |
| 263 | Flexibility to accept new elements/parameters for preparation of cost sheets |
| 264 | Ability to derive the costs centers or cost collectors automatically based on the normal accounting postings |
| 265 | Ability to assign budget for these cost collectors |
| 266 | Ability to track the actual costs and budget costs on these cost collectors |
| 267 | Ability to support variance analysis between budget and actual across various periods. |
| 268 | Ability to set up availability control on these cost collectors and set up warning or error messages when the budget exceeds / matches the actual costs |
| 269 | Ability to create these cost collectors either as statistical or real orders |
| 270 | Ability to compile the total costs in the primary cost collectors and settle the costs to other cost collectors |
| 271 | Ability to create various reports about the costs collected in these cost collectors at various time periods and compare them with the budgets |
| 272 | Ability to compute costs for inventory valuation purpose based on defined accounting policy |
| 273 | Ability to support categorisation of costs into fixed/ variable costs at process/product/element/cost centre levels. |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| 274 | Ability to accept costs/rates on adhoc basis, where prices have not been finalised. |
| 275 | Ability to maintain mapping between chart of accounts and costing system along with cost centre/responsibility centre system. |
| 276 | Ability to allocate cost in the same original GL account Head to multiple cost centres or other cost objects |
| 277 | Ability to assign Fixed Assets to Cost Centres |
| 278 | Ability to capture depreciation for cost sheet preparation from the fixed asset module |
| 279 | Ability to charge of Depreciation to assigned cost centres automatically, while posting Depreciation entries |
| 280 | Facility to determine cost for any process with or without depreciation and interest component and ability to transfer relevant amount to subsequent process. |
| 281 | Ability to maintain cost sheets prepared on multiple basis for the same period for comparison purpose. |
| 282 | Ability to perform Cost assessment ( plan/actual cost accounting based on full costs. Costs are not split into fixed and proportional costs) |
| 283 | Allow to calculates wage costs using the fixed hourly rates determined in cost center planning |
| 284 | Allow Standard costing and Marginal Costing |
| 285 | Ability to do Activity based costing |
| 286 | Ability to collect actual Labour / factory overheads based on the settings like activity allocations made in the system |
| 287 | Ability to have Cost Center Accounting and internal orders |
| 288 | Ability to add one or more cost centers or one or more nodes of the standard hierarchy for Cost Center |
| 289 | Ability to get the break up of costs by way of different accounts |
| 290 | Ability to get itemisation of the standard cost estimates, where we can get the break up of costs in the required parameters |
| 291 | Ability to consider the planned overhead costs in the standard cost estimates based on cost center planning and activities |
| 292 | Ability to consider various overheads like material overheads, production overheads and Admin overheads |
| 293 | Ability to cost roll up from lower levels to higher levels of products manufactured |
| 294 | Ability to maintain cost estimates for materials sent on sub contracting |
| 295 | Ability to estimate costs and maintain costs for previous, current and Future period in the system |
| 296 | Ability to cost the subcontracting materials and the status of material lying with Sub-contractors |
| 297 | Various MIS Reports based on the standard and actual costs and the analysis of variances |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| 298 | Detailed Priced Stores Ledger (Based on user defined parameters) |
| 299 | Real-Time Integration of Costing with Financial Accounting |
| 300 | **2. Capital Budgeting** |
| 301 | Flexibility for preparing budgets at the department level, forward it for approval, modification and consolidation at the unit level and then again for approval, modification and consolidation at the company level with appropriate approval hierarchy at ea |
| 302 | Ability to maintain budget at each A/c code / cost code / cost center level |
| 303 | Ability to maintain capital as well as Revenue budgets |
| 304 | Maintain record of each version of budget during it's preparation phase |
| 305 | Create multiple budgets in same year |
| 306 | Maintain original budget, revised budget and latest forecast for each account |
| 307 | Automatically allocate an annual budget over multiple periods based on a predefined basis. |
| 308 | Automatically generate a budget from previous year's actual or budget with a percentage increase or decrease |
| 309 | Create flexible budgets based on user defined relationships among various accounts |
| 310 | Maintain current year, last year and next year budgets by period |
| 311 | Enable budget encumbrance |
| 312 | Enable online budgetary control |
| 313 | View budget availability / utilization on a real-time basis |
| 314 | Ability to re-appropriate budget across various budget heads |
| 315 | Ability to prepare budget based on top-down / bottoms-up approach |
| 316 | Ability to generate different types of variance reports (like actual v/s budget, actuals on year to year and month to month basis etc.) |
| 317 | Ability to prepare flexible budget (fixed and variable) |
| 318 | Allow to prepare review, edit and approve various types of budgets (such as Zero Based Budget, rolling budgets, product wise budget, budget for costing etc |
| 319 | Ability to allocate budget on different periodical basis |
| 320 | Ability to regulate payments in accordance with budgetary allocation for scheme and for the user defined period |
| 321 | Ability to generate capital budget (revised budget) documents as per the budgetary variable as defined by management |
| 322 | **ASSET REVALUATION/SCRAP SALE** |
| 323 | Ability to retire entire or part of an existing fixed asset/set of fixed assets and update asset register on retirement of assets |
| 324 | Ability to record salvage value, sale proceeds, and cost of removal |
| 325 | Ability to Create, view, update delete relevant details in Asset Register |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| | (disposal/retirement details) |
| 326 | Revalue an existing fixed asset or a group of fixed assets or all fixed assets belonging to a category or all fixed assets in the fixed assets register |
| 327 | Reclassify individual fixed asset or a group of fixed assets |
| 328 | Reclassification to automatically update depreciation rates |
| 329 | Provision to record manufacturer's serial number |
| 330 | Provision to record bar code number |
| 331 | Provision to facilitate physical verification of fixed assets by printing fixed assets reports location-wise, employee-wise, category-wise etc |
| 332 | Provision to  enter/ electronically upload fixed assets physical verification data for the system to list out or alert missing fixed assets or not at recorded location or not with recorded employee |
| 333 | Option to assign each fixed asset to one or multiple custodians |
| 334 | Record the physical location of each fixed asset |
| 335 | Record transfer of fixed assets from unit  to unit ,one location to another or from one employee to another etc |
| **336** | **PAYROLL PROCESSING** |
| 337 | *2. Leave Records* |
| 338 | Ability to maintain leave records for computation of increments/pay revision with retrospective effect |
| 339 | *5. Payroll Management* |
| 400 | In addition to the standard payroll functions, the system should also comprises the following country-specific functions:<br>• Indirect Evaluation<br>• Basic Increments<br>• Dearness Allowance<br>• Housing<br>• Car and Conveyance<br>• Long Term Reimbursements<br>• Fringe benefits<br>• Income Tax<br><br>Third Party Deductions<br>Income from Other Sources<br>Tax on Arrears<br>Exemptions<br>Exemption on Leave Travel Allowance<br>Exemption on Medical Reimbursements |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| | Exemption on Medical Insurance |
| | Exemption on Child Education Allowance |
| | Exemption on Child Hostel Allowance |
| | Exemption on Other Allowances and Reimbursements |
| | Exemption on Leave Encashment |
| | Previous Employment Tax Details |
| | Professional Tax |
| | Provident Fund |
| | Employee State Insurance |
| | Labour Welfare Fund |
| | Nominations |
| | Minimum Net Pay |
| | Recovery of Rounding off Amounts |
| | Loans Enhancement |
| | One Day Salary Deduction |
| | Mid Year |
| | Termination Work Bench |
| | Gratuity |
| | Superannuation |
| | Forms as applicable |
| 401 | Ability to support configuration and parameterization of different pay components including facility to add/modify/delete pay components |
| 402 | Ability to maintain employee data cost centre wise |
| 403 | Ability to define pay structures at various levels and types (such as permanent, contract employees, consultants, trainees etc) |
| 404 | Ability to support calculation of different allowances based on user-defined criteria |
| 405 | Ability to maintain all pay related rules (user definable) for automatic maintenance/ updating of data. |
| 406 | Facility to indicate carryover and partial recovery |
| 407 | Ability to generate monthly balance and cumulative balance position of various accounts related to payroll for user definable periods. |
| 408 | Ability to support withholding of any amount recoverable from employee against salary, Gratuity and other dues payable to employee |
| 409 | ability to enter, administer and perform payroll for company loans, Voluntary Deductions, Recurring Payments/Deductions and additional payments |
| 410 | Ability to prorate salary and allowance payment based on employee hire or resignation date |
| 411 | Provide Roster (create, edit and display rosters and roster points) for |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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|  | • Recruitment, promotion, transfers of employees in accordance with the reservation policy.<br>• Reporting staffing details to the government. |
| 412 | Generate correspondence letters relating to promotions, transfer, confirmation, retirement and salary certificate |
| 413 | Ability to compute both annual and promotional increment through this component. |
| 414 | Ability to run Payroll  in addition to the regular payroll run for a specific day and for individual employees |
| 415 | Ability to allow:<br>Pay Scale Grouping for Allowances for<br>• Compensation structure applicable to an employee<br>• Value of compensation for an employee<br>• Deputation |
| 416 | Ability to calculate Indirect Evaluation (It is a method to calculate the eligible amounts for some of the wage types) |
| 417 | Ability to Generate following :<br>Remuneration statement<br>Payroll journal<br>Payroll account and Wage type report |
| 418 | Ability to handle instances where nominees of deceased employees opt to receive last drawn basic pay and DA, upon deposit of PF and gratuity dues |
| 419 | Support retroactive accounting(Automatically recalculate payroll in event of change in master data and time data in periods for which payroll has been already completed |
| 420 | Arrears calculations shall support payroll increases with retrospective benefit. |
| 421 | EDI of salary information to the bank account |
| 422 | *6. Final Settlement* |
| 423 | Ability to take care of final settlement process to arrive at net amount to be paid or recovered |
| 424 | Ability to receive No Due Certificates from concerned departments before making final settlement |
| 425 | Ability to compute leave encashment and gratuity payable in final settlement cases |
| 426 | **COMPLIANCE WITH TAX LAWS** |
| 427 | Ability to generate reports/forms/ statutory returns and generate as and when required |
| 428 | Ability to handle credits i.e. CENVAT/VAT/ST/ Customs/CVD/Cess/ etc. |
| 429 | Ability to generate VAT registers and returns under the VAT rules/Act. |
| 430 | Ability to generate ST registers & returns under ST rules/Act. |
| 431 | Ability to issue certificates to entities for various tax recoveries and remittances. |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| 432 | Ability to segregate labor and material portion in a contract and apply the relevant statutory rules for the same. |
| 433 | Ability to support deduction of Tax on advance payments & provisions |
| 434 | Ability to prepare the necessary return files in the format specified by the respective tax authorities. |
| 435 | File tax returns electronically and submit details requested for by tax authorities either as attachment to the return or by email |
| 436 | Define payments schedules of various taxes and duties |
| 437 | Ability to compute recovery, remittance and filing of returns of various taxes and duties |
| 438 | Ability to track various deposits with statutory authorities for different purposes |
| 439 | Ability to capture invoice and dispatch data for excise duty purposes |
| 440 | Provision to flag / identify documents eligible for Cenvat / Service Tax credit |
| 441 | Provide payment schedules of various taxes and duties and give alert to user for deposit of tax / duties in time |
| 442 | Left Blank |
| 443 | Provision to reconcile Excise records with Accounting records |
| 444 | Support VAT, CST and ET reconciliation. |
| 445 | Ability to record receipt of C/D/H/F forms from customers / other units etc. |
| 446 | **EXPENSE CLAIM** |
| 447 | Submission of Bills/Claims by the Beneficiary/ Dept/Section |
| 448 | On-line approval of claims |
| 449 | Integration of employee claims with FI |
| 450 | ***Reporting / Document Outputs / MIS Requirements*** |
| 451 | Reports for various time periods |
| 452 | Sales Report |
| 453 | Financial statements & consolidation |
| 454 | Profitability report |
| 455 | Cashflow projection |
| 456 | Capital budget utilization |
| 457 | Financial analysis |
| 458 | Variance analysis |
| 459 | Cash Flow -  (a) Actual / Cumulative   (b)  Projected/Cumulative |
| 460 | Inventory Position |
| 461 | Receivable Status |
| 462 | Analysis of Current Assets compared to Production/Sales |
| 463 | Non-moving/Slow Moving inventories |

| Sl. No. | Functional Requirement - Accounting, Financial Management, Costing, Legislation (Tax), export commercials and Payroll |
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| 464 | Ageing analysis of loans & advances |
| 465 | Ageing Analysis of Debtors |
| 466 | comparative report on Purchase orders with Capital budget |
| 467 | R; Cost centre wise/Business unit wise reports |
| 468 | Capital Budget - unit wise/Cost centre wise/business unit wise & consolidation |
| 469 | Capital Budget Utilization Statement |
| 470 | Budgeted Expenditure Vs Actuals - month wise/ Cumulative |
| 471 | Status Report of Policy Claims |
| 472 | Unit wise premium paid towards Medical Insurance/Group Personal Accident Policy |
| 473 | Asset Register, Capital Budget Utilisation Statement, Asset Pending Commissioning, Asset Purchase/put to use - pending purchase orders |
| 474 | Salary Statement, Monthwise, Sectionwise Salary Summary, Addition/Deletion Statement of Employees |
| 475 | Expense Analysis |
| 476 | Asset management reports |
| 477 | Status Report on Audit Observations |
| 478 | Costing reports |
| 479 | Sales Tax details report |
| 480 | Pending payment details report |

| Sl. No. | Functional Requirement - HR |
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|  | *Master Data / Configuration Data Requirements* |
|  | **Employee Master** |
|  | Ability to maintain and update where required following details of employee master data: |
| 1 | Names and details of self, spouse, children, parents, dependants, nominees under different schemes, PAN No. and signature |
| 2 | Postal Addresses - home, mailing, permanent, office, e-mail addresses and phone numbers for self, spouse, dependants, emergency contacts including contracts of family members |
| 3 | Home town, home state, domicile town and domicile state |
| 4 | Gender, date of birth, blood group, citizenship, marital status, religion, caste etc. |
| 5 | Recruitment category like physically handicapped/ PWD/ sportsperson /ex-servicemen / specialist / SC / ST / OBC / LDP/LAP/HS)/compassionate grounds/Others |
| 6 | Recent photograph |
| 7 | Employee medical details (prior to joining and after joining) |

| Sl. No. | Functional Requirement - HR |
|---------|------------------------------|
| 9 | Qualifications – should capture the details of name of the examination passed (prior to joining and after joining) with specialization/Trade, university/Institute, month and year of passing, percentage of marks obtained, grade/class obtained / Duration of the course / (With incentive / without incentive) etc. |
| 10 | Previous employment details like name of the organization, position held (designation), start/end dates, reason for leaving, last salary drawn etc. |
| 12 | Details of spouse in the service of the organization including name, personnel number, unit where working, designation with provision for automatic updation of records of the relative as and when it is updated for him by his controlling establishment. |
| 13 | Details of the dependents including relationship, their month and year of birth, studying in school/college, monthly income/pension amount, Date of updation of data |
| 14 | Details of relatives in the service of the organization including name, personnel number, unit where working, designation and relationship with provision for automatic updation of records of the relative as and when it is updated for him by his controlling establishment. |
| 15 | History of trainings attended (prior to joining and after joining) like name of the course, name of the Institution, month and year of training, duration of the course in days/weeks etc. |
| 16 | Awards received (prior to joining and after joining) by the employee including the name of the award, year of award, in which discipline/field and date of receipt of award and special status/ privilege, if any, to be given to him for the award. |
| 17 | Date of joining, probation period, date of confirmation in each grade / post/ designation |
| 18 | Details of promotion from one grade / scale / discipline to another including any re-appointment through internal selections |
| 19 | Full transfer history of the employee including the past and current location, nature of transfer (self-initiated / company initiated / against circular), tenure/Deputation, date of joining and date of relieving at different locations, number of times cancelled but kept in abeyance etc |
| 20 | Present place of posting including name of the department, cost centre, division etc. |
| 21 | Ability to maintain / update union membership data and processing for deduction of membership fee through pay-roll processing |
| 22 | History of disciplinary actions against the employee including date of charge, nature of charge, amount of financial loss to organization, date of punishment and nature of punishment. This must include Vigilance/ CBI/ Criminal proceedings. |
| 24 | Ability to provide dynamic user defined query/ report facilities based on the defined user login/security levels for Personnel department as well as for other Users. Views of information on user-defined criteria like date –wise, category-wise, qualification-wise, experience-wise, male-female, etc. Should support maintenance of statutory registers (like Form-11, Form-12)/Establishment schedule / muster rolls etc. |
| 25 | Ability to change employment status from full-time to part-time, or part-time to full-time. |

| Sl. No. | Functional Requirement - HR |
|---|---|
| 26 | Ability to send email/notification to the concerned departments like Accounts etc. on change of employee status |
| 27 | Ability to update a field indicating whether the employee has taken the home lease facility and link it to the payroll |
| 28 | Ability to track each employee's start dates and end dates for each position held / event during service for user-defined period. |
| 29 | Ability to create/ update organizational chart of all positions and reporting relationships. |
| 30 | Ability to drill down facilities to access information of the employees at various levels - to go from organization level to sub levels like Unit level, department level and employee level |
| 31 | Ability to provide restricted access to different classes of employee master data |
| 33 | Ability to track, calculate and trend employee participation through Knowledge Management database. |
| | *Transaction / Process / Activity Requirements* |
| | **Training** |
| 34 | Ability to incorporate the Induction Plan (a plan of abut 3-4 weeks during which the newly joined employees move across all departments and understand their working) |
| 35 | Ability to enter the evaluation results in the system of the individual induction reports prepared by the employees at the end of the Induction Programme |
| 36 | Ability to check whether the employees have crossed the expected benchmark score in their evaluation results by the evaluation committee |
| 37 | Ability to provide a Training Needs Requirement Form to employees online which can be filled in the system and the results can be collated for analysis |
| 38 | Ability of the Corporate HR to prepare a comprehensive Training Plan in the system based on inputs on training needs |
| 39 | Ability to perform a comprehensive skills gap analysis using Skills Gap Form for non-executives on a periodic basis by each department |
| 40 | Ability to plan, maintain and track Training Schedules for executives and non-executives |
| 41 | Ability to collect training feedback online |
| 42 | Ability to capture details of the On-the-Job trainings |
| 43 | Ability to automate the workflow of training requisitions, approvals etc |
| 44 | Ability to evaluate cost of individual trainings and validate the same with the training budget line item |
| 45 | Ability to capture details of discipline (channel)-wise, program-wise courses conducted – monthly, quarterly, half-yearly, yearly and cumulative |
| 47 | The system should be able to send training notices /remainders at pre-determined time lines to participants via email/SMS etc. |
| 48 | Ability to maintain external certifications obtained by staff |
| | **Performance Management** |
| 49 | Ability to capture all details of the Performance Appraisal Forms in the system |

| Sl. No. | Functional Requirement - HR |
|---------|------------------------------|
| 50 | Ability to enable workflows between Employees, evaluators and reviewers in a step by step fashion |
| 51 | Ability to link promotion eligibility based on performance ratings and disciplinary actions for employees |
| 52 | Ability to setup goals / performance expectations for individuals at the beginning of the year and even in mid-year (optional) |
| 53 | Ability to maintain the appraisal ratings and feedback in the system for the current year |
| 54 | Support to generate reminder letters/e-mail to the employees/ appraising authorities in case of non-submission of appraisal reports etc. |
| 55 | The system shall store the results of the employee's performance evaluation such as Start and End Date for evaluation, Manager, Total Score, Employee Development Information, Comment |
| 56 | Ability to archive appraisal ratings and feedback in the system for previous years |
| | **Recruitment** |
| 57 | Ability to interface with Govt. authorities for intimation of vacancies for sanctioned strength of trainees under Apprenticeship Act |
| 59 | Ability to arrive at vacancies to be reserved for SC / ST / OBC / Physically disabled categories |
| 60 | Ability to raise the indent / Manpower Requisition Form (MRF) in the system |
| 61 | Ability to introduce workflow based approval system for the MRF / indent |
| 62 | Ability to maintain applicant database in the system |
| 63 | Ability to connect the online application link (at the company website) to the central applicant data base |
| 64 | Ability to conduct first level of screening in the system by matching against key words of educational, skill requirements mentioned in the indent |
| 65 | Ability to gather the list of Candidates from the Govt. Authorities registered with KMRL |
| 66 | Ability to enter the details of short listed candidates who respond to advertisement on the basis of age, qualification, experience etc. |
| 67 | Ability to schedule interviews of the shortlisted candidates and enter interview results / comments in the system |
| 68 | Ability to generate Interview Call Letter |
| 69 | Ability to receive online approval from |
| 70 | Ability to generate Appointment Letter |
| 71 | Ability to update and maintain the recruitment tracker on employees joining / not joining after appointment letter is issued |
| 73 | Ability to generate a report in a prescribed format to list the receivables from Board of Apprenticeship as mentioned above |
| 74 | For Training & Development Scheme, an approval note on the list of positions, job specifications, is generated. The system should support in generating this and also have the ability to route the approval workflow to the concerned authorities |

| Sl. No. | Functional Requirement - HR |
|---------|------------------------------|
| 75 | Ability to track, calculate and trend for various categories a)Recruitment cost incurred/employee b)Time taken for filling up a vacancy i.e from paper ad to appointment letter c)No. of days taken to respond to an applicant etc. |
| 76 | Ability to maintain temporary posts as per requirements |
| | **Joining & Relieving** |
| 77 | Ability to capture information of the Joining Form and transfer the data towards maintenance of Employee master |
| 78 | Ability to generate unique Employee Code |
| 80 | Ability to apply and submit resignation online in the system |
| 81 | Ability to generate Dues Report for the employee and show any outstanding amount in any category / department from the system |
| 82 | Ability to generate No Dues Certificate / Clearance to the employee |
| 84 | Ability to capture and archive relevant details from Exit Interview |
| | **Attendance & Leave Management** |
| 85 | Ability to integrate attendance punch card system with the HR module of the ERP |
| 86 | Ability to enter and modify attendance data of employees directly in the system when punch cards are not operating |
| 87 | Ability to link up attendance with salary processing / financials |
| 88 | Ability to apply and approve leave online |
| 89 | Automate the leave approval workflow of the employee through the concerned approving authorities |
| 90 | Ability to maintain and update the leave database for employees |
| 91 | Ability to scan / capture details of medical certificates with relevant Leave Record of the employee |
| 92 | Ability to maintain updated leave balances against individual employees |
| 93 | Ability to link wage / salary cut due to excess leave taken by employees |
| 96 | Ability to record time stamp of records entered and prevent back dated entries |
| | **LTC availing and Claim** |
| 98 | Ability to auto verify names of dependents (from employee master) |
| 99 | Ability to validate the mode of travel with the employee's eligibility on the same based on his grade / seniority etc. |
| 100 | Ability to route the application form through the concerned approving authorities as a workflow |
| 101 | Ability to send the verification form to Finance Department on a workflow after due approvals (may be multi-level if required) from HR |
| 103 | Ability to verify the submission and enter remarks / comments and approve / reject the settlement form |
| 105 | Ability to capture application for advance |
| 107 | Ability to check and verify eligibility criteria of dependents and prepare eligibility list online |
| 108 | Ability to send auto alert to concerned departments on availing of LTA by an employee |

| Sl. No. | Functional Requirement - HR |
|---|---|
| | **Loans and Advances** |
| 109 | Ability to setup loan eligibility against different employee grades |
| 110 | Ability to apply and send online the application for loan in the system to HR |
| 111 | Ability to generate a sanction note and its approval online in the system |
| 112 | Ability to intimate Accounts section on remittance of instalments after due processing by the financial institution |
| 113 | Ability to introduce workflow based approval system for the house-building/maintenance loan |
| 115 | Ability to avail interest subsidy on loan as per corporate policy |
| 116 | Ability to process applications and necessary approvals for loans in the system |
| | **Increments** |
| 117 | Ability to maintain and update the scale of pay for different categories of employees of the organization |
| 118 | Ability to generate list of employees due for increment (preferable one month earlier) |
| 119 | Ability to calculate the increments as per the scale of pay for employees who have served for 12 months - as business rule |
| 120 | Ability to send auto alert/e-mail to the concerned departments on change of pay-scale of the employee |
| 121 | Ability to generate increment letters for employees from the system |
| | **Leave Encashment** |
| 122 | Ability to configure necessary business rules for leave encashment in the system for different categories of employees |
| 123 | Ability to raise Leave Encashment Application in the system and this should flow by workflow to concerned HR personnel |
| 124 | Ability of the approved applications to flow online to Finance / Accounts section for suitable disbursement |
| | **Medical claim & Medical Reimbursement** |
| 125 | Ability to maintain and update a master of approved hospitals / health clinics/Insurer etc. |
| 126 | Ability to raise a Form  to intimate the company regarding the admission in a hospital |
| 128 | Ability to take lodge claims with insurer |
| 129 | Left Blank |
| 131 | Left Blank |
| 132 | Left Blank |
| 133 | Left Blank |
| 134 | Ability to enable selection the option of Medical Reimbursement as against medical allowance |
| 135 | Ability to fill up online medical reimbursement form |

| Sl. No. | Functional Requirement - HR |
|---------|------------------------------|
| | **Promotion and Pay Fixation** |
| 136 | Ability to configure time-based and vacancy-based promotion policies and salary fixation |
| 138 | Ability to introduce a workflow based approval process if required |
| 139 | Ability to generate Promotion Order in the system |
| 140 | Ability to capture minimum attendance criteria, performance rating and seniority and qualification criteria for vacancy-based promotion |
| 141 | Ability to prefer optional fixation against pay fixation online |
| 143 | Ability to generate a list of employees due for promotion (based on tenure of service and any other business rule which can get updated time to time) |
| 144 | Ability to generate a Pay Fixation Statement as per pre-defined business rule, in case employee has selected Pay Fixation |
| | **Personal Accident Claim** |
| 146 | Ability to send the form online to the Safety Officer and after approval to HR - through workflows |
| 148 | Ability to store / capture details of fitness certificate, medical certificate etc. |
| 149 | Ability to raise note in case of accidents which happen within the factory premises |
| 150 | Ability to send the note to accounts after approval for payment and to time office / leave function for updating leave |
| | **Vehicle & Estate Management** |
| 152 | Left Blank |
| 153 | Left Blank |
| 155 | Ability to raise and send Travel Forms online from different departments |
| 156 | Ability to record daily trips and reconcile with contract / payment settlement |
| | **Confirmation and Placement of Trainees** |
| 157 | Ability to generate a confirmation note on completion of probation of trainees |
| 158 | Ability of the system to generate a report / generate alerts to remind HR about completion of probation period of trainees at least 1 day before |
| 159 | Ability to generate Confirmation Letters to confirmed trainees |
| 160 | Ability to extend probation period of trainees if found required |
| 161 | Ability to generate a list of all trainees who have completed 1 year in the organization |
| 162 | Ability to send the names and PR forms to different departments |
| 174 | Left Blank |
| 175 | Ability to process travel requisition including capture of settlement details against the specific requisition |
| | *Reporting / Document Outputs / MIS Requirements* |
| 176 | Report of Recoverables from salary |
| 178 | Report on new joinees, resignees and retirees |
| 179 | Reports of employees based on the categorisation of Length of Service, Age, Qualification, etc |
| 180 | Attendance Report - normal, overtime, unauthorized absence, late arrival, punch recorder output |

| Sl. No. | Functional Requirement - HR |
|---|---|
| 181 | Leave status |
| 182 | List of applications and processing status for availing benefits - lease, LTC etc. |
| 183 | Report the number of resignations, retirements, transfers and promotions quarterly / half-yearly / annually |
| 184 | Report the current stage and status of a hiring process |
| 185 | Report the number of applicants for each positions |
| 186 | Report the recruitment cost per department |
| 187 | Individual and departmental training reports. |
| 188 | Left Blank |
| 189 | Report with the attended training programs, and total training hours for each employee during the year |
| 191 | Reports on mediclaim processing - claims received and processed |
| 192 | Performance appraisal rating for all employees |
| 193 | Report on performance of an employee including ratings as captured in the system on a need basis |
| 194 | Report on manpower utilisation across units |
| 195 | Report on LTC availment vs encashment |
| 196 | Report on list of vacancies |
| 197 | Report on employees / contract laborers engaged against a specific indents for annual return |
| 198 | - Interview Call Letter |
| 199 | - Appointment Letter |
| 200 | - Confirmation Letter |
| 201 | - Promotion Order |
| 202 | - Pay fixation statement |
| 203 | Left Blank |
| 204 | - Certificate of experience |
| 205 | - Competency evaluation form for training |

| Sl. No. | Functional Requirement - Purchase |
|---|---|
| | *Master Data / Configuration Data Requirements* |
| | **Vendor Master** |
| 1 | Ability to have centralized vendor master facilitating single vendor description and code across the organization |
| 2 | Ability to capture multiple addresses against each vendor |

| Sl. No. | Functional Requirement - Purchase |
|---|---|
| 3 | Ability to have both manual numbering / automatically generated numbering for vendor codes with provision for maintaining different numbering sequences and formats for different vendor categories |
| 4 | Ability to record the following against each vendor: |
| 4a | Contact person for each vendor address |
| 4b | Bank Account (e-payment, cheque payment etc.) |
| 4c | Handling alternate payee(bank, third party) |
| 4d | Payment method preferences (e.g. cheque / DD / Bank Transfer etc.) |
| 5 | Ability to classify vendor master (multiple parameters required to meet reporting, preferential treatment like waiver. payment prioritization and other needs) such as SSI, ANCILLARY, PSU (Spsu, Cpsu) etc. with effective date |
| 6 | Ability to enter / remove Tax details required for ensuring compliance with Indian Tax laws considering both direct & Indirect taxes. |
| 7 | Ability to setup default currency for invoice/payment |
| 8 | Ability to configure various kinds of payment terms and indicate default payment term (e.g. Immediate, 30 days etc.) |
| 9 | Ability to de-activate / activate / blacklist vendors with effective dates and assigning status to individual vendors |
| 10 | Ability to check whether a vendor is also a customer and if so ability to set-off transactions from AP and AR as per requirements |
| 11 | Ability to configure and allow one-time vendor |
| 12 | Ability to restrict access to vendor master to specific users and enable filtered views of the vendor list for various processes as per business rules |
| 13 | Ability to conduct vendor registration process and vendor unregistration process as per predefined business rule |
| 14 | Ability to undertake vendor development process in the system as per predefined vendor development protocol |
|  | **Item Master** |
| 15 | Ability to have centralized item master across the organization for all categories of items (Raw materials, Consumables, Spares, Tools, Components, Semi-Finished Items, Finished Items, Service Items, Work Items etc.) |
| 16 | Ability to maintain bill of materials for specified items |
| 18 | Ability to assign unique material codes and adopt material codification policy agreed by the organization |
| 20 | Ability to assign unique material name including specifications so that there is no chance of duplicate records being maintained of the same material |
| 21 | Ability to capture, maintain and track shelf life of perishable items |
|  | **Service Master** |
| 22 | Ability to identify services as per Area  - works, non-works |
| 23 | Ability to assign name corresponding to service code |
| 24 | Ability to enter unit of measure of service as per the nature of service |
| 25 | Ability to maintain unique service item codes |

| Sl. No. | Functional Requirement - Purchase |
|---|---|
| 26 | Ability to assign / edit / modify description of the service / item(activity) of service |
| 27 | Ability to check existence of rate contract for individual services or service groups |
| | *Transaction / Process / Activity Requirements* |
| | **Indent Management** |
| 32 | Ability of the indents to follow a configurable workflow so that they can be sent to the purchase organization online |
| 33 | Ability to raise service indents which includes service items |
| 34 | Ability to categorize Indent documents as Revenue Purchase Indent, Capital Purchase indent and Proprietary Indent |
| 35 | For the Capital Purchase Indent, ability to capture against the indent, the reference to budget approval document, justification for purchase, environmental clearance (wherever applicable) |
| 36 | For Proprietary Indents, ability to capture details of Proprietary certificates |
| 37 | Ability to direct the indent to the relevant approving / concurring authority as per the indent type (Capital / Revenue) and Delegation of Power |
| 38 | Ability for senior officers/approvers to evaluate the indent online and reject / suggest modification / approve indent with detailed comments / notes |
| 39 | Ability to rework and resubmit the indent for approval after necessary modifications |
| 40 | Ability for the concerned purchaser to scrutinize the indent online and enter remarks if required |
| 41 | Ability of the purchaser to reject a Indent if required with appropriate comments |
| 42 | Ability of the system to suggest the type of tendering required based on value of indent and DoP |
| 43 | Ability of the system to take online special approvals as work flow in case there is any deviation from the DoP |
| 44 | Ability to generate a unique indent number. |
| 47 | Ability to access information on past purchase details, current inventory status, pending orders, etc against a particular item |
| 48 | Ability to attach scanned docs (approved note sheets / drawings / special requests etc). |
| 49 | Ability to track indent status at every approval stage |
| 50 | Ability for online budget monitoring and display of budget status during indent stage and accordingly display alerts / messages on exceeding the budget |
| 51 | Ability to merge/demerge indents |
| | **Tender Management** |
| 52 | Ability of the system to support both open tendering process and limited tendering process |
| 53 | In case of Open Tenders, ability to store information of the Tender Notice, Date, Other details, Details of respondents etc. |
| 54 | In case of Limited Tenders, ability to store details of the enquiries and the list of vendors to which the enquiry was sent |
| 57 | Ability of the system to send the Technical Reports through online workflows for approval and to the Purchase Department |

| Sl. No. | Functional Requirement - Purchase |
|---------|-----------------------------------|
| 58 | Ability to select and maintain L1 / acceptable bidder |
| 59 | Ability to generate Purchase orders |
| 60 | Ability to capture vendor / item rates with effective dates |
| 61 | Ability to generate enquiries only on active vendors in the vendor master to avoid loss of effort and time |
| 62 | Ability to collect requirements from various departments and procure strategically for common and similar items |
| 63 | Ability to track budget allocation and the utilization against cost / profit centers |
| 64 | Ability to cancel enquiry and refloat the same enquiry with provision for adding new vendor or change in specification by adding vendors and generate a new enquiry and send it to the vendors. |
| 65 | Ability to place order without the tendering process esp for small value items / emergency procurement requirements |
| 66 | Ability to provide for Lead-time alerts and tracking at every stage after generation of indents. |
| 67 | Ability to escalate to higher officials if approvals are not done with in the stipulated time |
| 68 | Ability to receive offers/bids into the system. |
| 69 | Ability to capture bid details |
| 70 | Ability to make comparative statement and rank the offers received based on defined parameters |
| 71 | Ability to evaluate offer on-line for technical and commercial aspects |
| 72 | Ability to integrate with e-procurement / e-bid systems on a prospective date |
| | **Order Management** |
| 73 | Ability to convert the indents / enquiries to orders (Purchase / Work) with updated terms and conditions as captured in the negotiation phase |
| 74 | Ability to maintain all details of each purchase and linkage between subsequent stages of the purchase process (indents -> enquiries -> orders) |
| 75 | Ability to create amendment orders / partially close orders / terminate orders / blanket orders |
| 76 | Ability to prepare a Purchase proposal for SPC committee based on the recommendation made by evaluators / committee |
| 77 | Ability to revise proposal after negotiation with the vendors |
| 78 | Ability to follow up on the vendor for delivery by sending reminders |
| 79 | Ability to generate multiple Purchase orders against one contract and track them |
| 80 | Ability to create a Purchase Order with staggered delivery |
| 81 | Ability to release schedules against a Purchase order for staggered delivery |
| 82 | Ability to provide for taxes and duties for various individual items in the Purchase order |
| 83 | Ability to provide for ship-to address, bill-to address, invoice-sent-to address in the Purchase order |
| 84 | Ability to specify on order, shipment-from, bill-by/payment to be released, report- |

| Sl. No. | Functional Requirement - Purchase |
|---|---|
| | to(agents),etc vendor address in PO |
| 86 | Ability to provide for various terms and conditions etc. in the Purchase order |
| 87 | Ability to capture payment terms in distinct parametric form e.g. full / part / advance, mode of payment, address to release the payment etc. |
| 88 | Ability to capture inspection requirements, acceptance criteria, etc. in PO |
| 89 | Ability to check for budget allocation when generating a Purchase order / Purchase Proposal |
| 90 | Ability to capture Tolerances on Quantity ordered and received. |
| 91 | Ability to generate Purchase order without a quotation / offer ( emergency PO / RC / Repeat Order) |
| 92 | Ability to generate PO with a unique number (unit / dept or other relevant criteria) |
| 93 | Ability to generate purchase orders with quantity but  no delivery schedule (contracts) |
| 94 | Ability to compare offered rates with estimates and / or Last PO rate and report variances |
| 95 | Ability to generate release orders against an open PO as and when material is required |
| 96 | Ability to generate dummy Purchase Orders |
| 98 | Ability to distribute order quantity amongst multiple vendors against one RFQ |
| 99 | Ability to capture Purchase Order acknowledgement and Planned delivery date given by the vendor in the system |
| 100 | Ability to query on Purchase order history by vendor, item code, PO number, indent no. etc. |
| 101 | Ability to link the Purchase orders to rate contracts for view and analysis |
| 102 | Ability to generate automatic reminders to vendors for delivery on time, expiry of L.C. |
| 103 | Ability to track payment / refund status against PO |
| 104 | Ability to track Bank Guarantee against advance and EMD against PO in terms of value, receipt and validity and raise alerts whenever required |
| 105 | Ability to amend / cancel a Purchase Order,  item wise |
| 106 | Ability to create Rate contracts and agreements to schedule deliveries |
| 107 | Ability to follow-up on the vendor for order delivery |
| 108 | Ability to make AT's (Acceptance to Tender) with provisional rates. |
| 110 | Ability to create a Purchase Order and Service Order against one Indent. |
| 111 | Ability to execute cash purchase (direct purchase) in case of emergency on the basis of approved local purchase indent |
| 113 | Ability to generate MRR (Material Receipts) to acknowledge accepted quantity of materials |
| 114 | Ability to integrate with stores functions (inward) from Purchase Receipts |
| 115 | Ability to integrate with Material Testing Department functions / QA functions for input materials purchased |
| 116 | Ability of the Material Testing Lab to automatically receive online intimation on requirement of sampling and testing and elimination physical MAN (Material Arrival Note) which is prepared and sent |

| Sl. No. | Functional Requirement - Purchase |
|---|---|
| 117 | Ability to send alerts and reminders for delivery failure and gather vendor feedback |
| 118 | Ability to view the status (Financial payments) of an order post receipt of goods from the vendors |
| | **New Vendor Development** |
| 124 | Ability to account for samples of materials from new vendors for material testing (could include 3rd party inspection) |
| 125 | Ability to capture / communicate the test results of the materials of the new vendor |
| 126 | Ability to attach the technical report with the new vendor development record |
| 127 | Ability to incorporate Vendor Rating based on configurable parameters of evaluation |
| 128 | Once Vendor Rating is done, the Vendor Rate should appear clearly on the Vendor's Master Record and in all online views / reports |
| | **Purchase Receipts** |
| 133 | Ability to record material / service receipts fully / partially against open purchase / work orders in appropriate formats |
| 134 | Ability of the system to update physical stock and stock valuation as per organizations policies on posting receipts |
| 135 | Ability to consider tolerance levels (+ve and -ve) to be setup for each material / each vendor / vendor-material combination in posting receipts |
| | **Purchase Invoice Verification** |
| 136 | Ability to verify vendor invoices online in terms of material specification / quality requirements, quantity, delivery schedules, payment terms, other conditions |
| 137 | Ability to record the vendor liability in the books of the company by posting the vendor invoices |
| | **Purchase Returns** |
| 138 | Ability to reject purchased materials because of quality test results |
| 139 | Ability to raise debit notes |
| 140 | Ability to create return orders for other purposes |
| | **Budgeting** |
| 141 | Ability to categorize revenue budgets for works/material purchase etc., |
| 142 | Ability to support purchase department budgeting activities |
| 143 | Ability to perform analysis of budget allocation and actual money spent for purchase activities |
| 144 | Ability to capture annual requirement plan |
| | *Reporting / Document Outputs / MIS Requirements* |
| 145 | Detailed Purchase Transactions / Purchase Register |
| 147 | List of Active vendors |
| 148 | List of Emergency Direct and Local Purchase |
| 149 | List of indents raised for excess material |
| 150 | Details of existing rate contracts and open orders on the same |
| 151 | Vendor Rating Report |
| 152 | Possible Vendor-Item Sourcing Options |
| 153 | Details of existing rate contracts and open orders on the same |

| Sl. No. | Functional Requirement - Purchase |
|---------|-----------------------------------|
| 154 | Vendor / Contractor / Consultant / Creditor Ageing Analysis |
| 155 | Purchase Order Register-current, outstanding, closed |
| 156 | Purchase Requisition Register - current, outstanding, closed |
| 157 | Material Costing / Pricing Report |
| 158 | Purchase Indent / Requisition |
| 159 | Purchase Enquiry |
| 160 | Purchase Tender Document Summary |
| 161 | Bid Comparison Sheet |
| 162 | Purchase Order |
| 163 | Work Order |
| 164 | Service Order |
| 165 | Purchase Receipts / GRN / MRR |
| 166 | Purchase Invoice / Bill |
| 167 | Purchase Return Order / Debit Note |

| Sl. No. | Functional Requirement – Materials/inventory management |
|---------|----------------------------------------------------------|
| | *Master Data / Configuration Data Requirements* |
| | **Item Master** |
| 1 | Ability to group all items based on parameters like Engineering, Stationeries etc. |
| 2 | Left Blank |
| 3 | Assign unique category code to each category |
| 4 | Assign Unique Item code for items |
| 5 | Ability to regroup the items and retrieve the data as per user requirements |
| 6 | Assign item name in each category |
| 7 | Ability to assign model, make, characteristics etc to each item |
| 8 | Ability to configure items viz - requiring quality check / quality check not required |
| 9 | Ability to Map item code with vendor master |
| 10 | Ability to identify duplicate items and send alerts |
| 11 | Provision for traceability of materials |
| 12 | Provision for further scaling of coding structure |
| 13 | Ability to update the Bill of Materials for all the assets |
| 14 | Provision to attach Technical Write up, end user certificate for import / Indigenous items |
| 16 | Ability to identify place of inspection – Receipt / In-process / Pre-dispatch |
| 17 | Ability to link each item of an indent to equipment / project, department wise |
| 18 | Provision for differentiating items based on criteria such as capital or consumption |
| 19 | Provisions for maintaining critical characteristics like shelf life etc. for system alerts and decision regarding material movements |

| Sl. No. | Functional Requirement – Materials/inventory management |
|---------|---------------------------------------------------------|
| 20 | Ability to configure an expiry alert date for chemicals.The system shall generate an expiry alert 'XX' number of days before expiry as configured |
| 21 | Ability to configure safety stock / economic order quantity based on enterprise stock management policies |
| 22 | Ability to configure a committee for a specific department unit to generate local purchase Indent |
| | **Indent Master** |
| 24 | Ability to raise auto indent to items whose stock levels are at or below ROL level or in safety stock levels |
| 25 | Ability to raise Indent and restrict access for certain materials to authorized personnel (AR items by Stores only) |
| 27 | Ability to put following details in an indent: past purchase PO, last 3 years consumption, estimated value of purchase, estimated delivery date, type of purchase, nature of item (consumption, capital), where used details, total budget allocated to the dept |
| 29 | Ability to raise alerts when items reach the re-order level and generate indents automatically. |
| 30 | Ability to suggest vendors with justifications while raising the draft indent |
| 31 | Ability to forward the indent to the respective approving authority through a defined workflow for clearance. |
| 32 | Ability to evaluate the indent online and reject / suggest modification / approve indent with detailed comments / notes. |
| 33 | Ability to access information on past purchase details, current inventory status, pending orders, etc required to evaluate an indent and sorting of approved approval hierarchy. |
| 34 | Ability to attach scanned docs [ approved note sheets / drawings / special requests etc] if required |
| 35 | Link to database for price history |
| 36 | Ability to create internal indent by a unit / dept / etc. on another unit / dept. |
| 37 | Ability to raise indent for missing item / reject item with appropriate auto generated reason code affixed with indent. |
| 38 | Ability to classify indents such as revenue / capital indents/ Emergence / normal, import / indigenous, trial, import substitution, etc. |
| 39 | Ability to rework and resubmit the indent for approval after necessary modifications (edit after submission). |
| 40 | Ability to allocate funds against an indent online from department procurement budget. |
| 41 | Ability to direct the indent to the relevant approving / concurring authority as per the indent type ( Capital / Revenue) and Delegation of Power |
| 42 | Ability to differentiate between approved, pending for approval and rejected indents |
| 43 | Ability to link the Purchase indent with the respective Cost centre |

| Sl. No. | Functional Requirement – Materials/inventory management |
|---|---|
| 44 | Ability to trace the indent to the indenter, department, shop floor etc. with the audit trail with regard to date |
| 45 | Ability to track on indents raised per user dept / cost centre , buyer group/person |
| 46 | Ability to convert indent to a final stage by indenter, after this further modifications by indenter is restricted. |
| 47 | Ability to specify whether items in the indent are proprietary or not and accordingly link proprietary certificate for proprietary items (same is true for Quality inspection specific items and relevant quality certificate) |
| 48 | Ability to track the status of an indent from indent raising to approval, receipt of offers, placement of order, LC status, material in transit, receipt at stores, inspection, stock charging and payment |
| 49 | Left Blank |
| 50 | Ability for online budget monitoring and display of budget status during indent stage and accordingly display alerts / messages on exceeding the budget. |
| 51 | Provision to use multibudget codes for certain group of items |
| 52 | Without sufficient budget indents cannot be raised. |
| 53 | Ability to track items critical to Operation, critical to quality, insurance spares, having shelf life, etc for stock level and raise alarm for indenting. |
| 54 | Ability to raise indents automatically for items reaching re-order level with generation of alerts. |
| 55 | Ability to provide a facility to the indenter for adding any remarks/description, Special instruction on Packing req, inspection req, sample submission (free/chargeable), legal transit needs, delivery scheduling, test certificate req, Pre-dispatch inspect |
| 58 | Ability to specify whether 'Sample' is to be submitted with offer or after placement of order and attach 'sample approval criteria' to the indent. |
| 59 | Ability to prepare an estimate based on standard cost data, past purchase and latest applicable taxes and duties ( ED, Cess, entry Tax, etc), transport cost, etc giving landed cost. |
| 60 | Ability to choose the mode and type of tendering. |
| 61 | Ability to identify existence of rate contracts at the indenting stage and link it accordingly with the indent. |
| 62 | Ability to indent and track a free trial / paid trial  item and record the performance. |
| 63 | Ability to create a purchase requisition / Indent from an existing requisition |
| 64 | Visibility of inventory of the items. |
| 65 | Ability to track Purchase requisitions at various stages of approval hierarchy and consolidate the requirements based on material groups or other relevant criteria. |
| 66 | Ability to automatically book the department budget with actual value, upon placement of Approved Tender / Finalized contract |
| 67 | Ability to specify whether 'Sample' is to be submitted with offer or after placement of order and attach 'sample approval criteria' to the indent. |
| | **Service Master** |

| Sl. No. | Functional Requirement – Materials/inventory management |
|---------|---------------------------------------------------------|
| 68 | Ability to identify services as per work category eg. New capital projects,Revenue work/ consultacny/real estate or others |
| 69 | Generate unique service code for services. |
| 70 | Ability to capture Tax details for services |
| 73 | Provision for mapping of complex service structure such as hierarchy of services and mapping provision for more then one similar jobs |
| 76 | Assign name corresponding to service code. |
| 77 | Mapping of service with vendor |
| 78 | Ability to check existence of rate contract. |
| 80 | Ability to maintain measurebook or equivalent for service measurement |
| 81 | Ability to attach service entry sheet along with each service code. |
| 82 | Ability to capture vendor rating for particular service code. |
| 83 | Ability to make part payments without the need to enter all the line items |
| 84 | Provision for revaluation of contract pricing (renegotiate L1) terms, in case of market price fluctuation with time |
| 85 | Ability to interface with e-procurement module for online tendering, goods-receipt, inspection etc. |
|  | ***Transaction / Process / Activity Requirements*** |
|  | **Stock Planning & Analysis** |
| 87 | Ability to record the inspection schedule and results of shelf life items and generate alert. |
| 89 | Ability to analyze age-wise and location-wise inventory, class code wise, area code wise, shop floor wise |
| 90 | Ability to maintain and run the Stores Ledger detailing the opening and closing stock, receipts, issues, price and quantity |
| 91 | Ability to value inventory on various methods like average, weighted average, current, etc. |
| 92 | Ability to revalue inventory, with tracking to revert back / to get original value, if required. This is to facilitate cenvat credit refund to govt at current rate or on original value. |
| 94 | Ability to track stocks at sub-store after it issued from main store as "consumed (consumption posting)" for concerned department. |
|  | **Physical Inventory** |
| 95 | Ability to perform various kinds of inventory analysis like ABC analysis, XYZ analysis, Fast/Slow/Non-moving analysis, Min-Max analysis, etc.with alert. |
| 96 | Ability to post stock adjustment transactions (positive and negative adjustments) to adjust quantity and / or value after approval |
| 97 | Ability to do Stock Verification based on perpetual / cycle / physical counting or any other defined method and periodicity |
| 98 | Ability to perform perpetual inventory verification by group wise, location wise, item wise etc. |
|  | **Inward Receipts Management** |

| Sl. No. | Functional Requirement – Materials/inventory management |
|---|---|
| 102 | Ability to crosscheck delivery challan against the corresponding purchase order |
| 103 | Ability to register/record inward - material details unloaded |
| 104 | Ability to retrieve the details of Materials ordered and received with the Purchase order number |
| 105 | Ability to capture such particulars as - item name, Quantity/packing, date of receipt, inward register number, purchase order number and name of the supplier  - for the unloaded batch |
| 106 | Ability to qualify and tracking of items based on colour codes - yellow (quality check pending), green(quality approved) and red (discard) |
| 107 | Ability to generate MAN - information captured to also include (delivery challen details, excise invoice information, commercial invoice information) |
| 108 | Ability to alert \ route MAN to the Concerned user department |
| 116 | Ability to notify Purchase / Accounts departments about the rejected materials. (Ability to generate Material Rejected Note) |
| 117 | Ability to receive notifications from Purchase department on approvals for returning rejected material |
| 118 | Ability to notify Purchase department of excess / shortfall in material received |
|  | Left Blank |
| 120 | Left Blank |
| 122 | Left Blank |
| 125 | Left Blank |
| 126 | Left Blank |
|  | *Reporting / Document Outputs / MIS Requirements* |
| 192 | Material Arrival Note (MAN) |
| 193 | Material Received Report (MRR) |
| 194 | Material rejection Note |
| 196 | Material returned to Party (MRP) |
| 197 | Material Rejection for Destroyal |
| 198 | Stored Rejection Report (SRR) |
| 199 | Stock available statement |
| 200 | Stock rejection report |
| 201 | Sales return on finished goods |
| 202 | Transfer notes |
| 203 | Scrap sales report |
| 204 | List of Insurance spares |
| 205 | Waste generated statement |
| 206 | Trend Analysis report on expiry of chemicals, rejected material |
| 207 | Non-moving Items report |
| 208 | Aging analysis report |
| 209 | Report of expiry of non-moving items |
| 213 | Total SRRs raised for a given period |

| Sl. No. | Functional Requirement – Materials/inventory management |
|---------|----------------------------------------------------------|
| 214 | List of SRRs against which the material is returned back to the party |
| 215 | List of pending SRRs |
| 216 | List of total MRNs for a given period |
| 217 | List of rejected material returned to the party |
| 218 | List of rejected material lying with stores |

| Sl. No. | Technical Requirement |
|---------|------------------------|
| | **Reporting Capabilities** |
| 1 | Ability to send the reports through fax or email |
| 2 | Ability to have access to data and report based on user authorizations. |
| 3 | Ability to create custom formulas for repeated use in reporting tool. |
| 4 | Ability to provide standard report templates |
| 5 | Ability to schedule reports to run at periodic intervals |
| 6 | Ability to view reports through web |
| 7 | Ability of reporting both at Unit level, Company level and Group level |
| 8 | Ability to provide MIS dashboards for senior management |
| 9 | Ability to archive reports and use in Document management |
| 10 | Ability to create custom reports using wizard |
| 11 | Ability to generate process reports like lead time between receipt of sales order and payment from client etc. |
| 12 | Ability to print reports of transactional nature such as vouchers (e.g. invoice voucher, payment voucher, GRN etc) to facilitate transaction processing |
| 13 | Ability to print reports directly through networked printer |
| 14 | Ability to generate report output directly in excel / pdf / text/ XML or such other file types |
| 15 | Ability to create ad-hoc reports using filter options / customization options |
| 16 | Ability to allow users the following for creating their own views or reports with ease: |
| | - Select column |
| | - Apply filters and sort orders |
| | - Summation |
| | - Drill down |
| | - Averaging |
| 17 | Ability to use existing MS-Word/ Excel / PDF document for report template directly |
| 18 | Ability to export data from reports directly to MS Excel files for further analysis / working |
| 19 | Ability to customize reports over and above base reports available in base product |
| 20 | Ability to develop new reports as and when required and should be performed by the |

| Sl. No. | Technical Requirement |
|---|---|
| | client's technical team |
| | **Integration Capabilities** |
| 32 | Ability to support integration with third party application such as Project Management systems like MS Projects / Primavera etc. |
| 35 | Ability to integrate with internal applications like attendance punching system |
| 37 | Ability to exchange data with Open standard XML based business messaging protocol |
| 38 | Ability to have role based portal access to the system |
| 41 | Ability to support and integrate with Outlook and other Email system |
| | **Audit Trail Capabilities** |
| 42 | Ability to have Audit Trail capabilities up to the level of time and person |
| 43 | Ability to provide complete trace / origin of each transaction to their respective source documents |
| | **Security and Back up Features** |
| 44 | Ability to support role based access control |
| 45 | Ability to provide multiple roles for one user |
| 46 | Ability to configure the number of permissible log-in attempts |
| 47 | Ability to provide access level security for Entry forms at Field level - allow, Read only, Hide |
| 48 | Ability to provide access level security for Entry forms at Transaction level - allow/ deny |
| 49 | Ability to provide access level security for reports at Transaction level - allow/ deny |
| 50 | Ability to provide authorization by transaction type e.g. update/delete/insert/modify |
| 51 | Ability to provide authorization by user id |
| 52 | Ability to define automatic time out for a transaction if not completed with in a time frame. |
| 53 | Ability to define time restriction on transactions |
| 54 | Ability to provide user login with date range restriction |
| 55 | Ability to support for approval and approval thresholds |
| 56 | Ability to support joint approval (two or more members) |
| 57 | The solution software shall not clash with any other software for functioning e.g. Anti Virus, Firewall MS-Office |
| 58 | The solution shall support DR with asynchronous replication of data |
| 59 | The system should have  on line back up facility should be possible with all clients working |
| 60 | The implementer  should provide both on-line and off- line data backup and restoration capabilities, appropriate archival policy and appropriate storage solution |
| 61 | The solution should have in built source / application code control program |
| 62 | Appropriate security architecture is to be recommended by implementer considering authentication and authorization services, appropriate connectivity e.g. VPN/Dialup/Internet, proxy/firewall services, disaster recovery etc. |
| 63 | Ability providing access level security for Entry forms at Transaction level - allow / deny |

| Sl. No. | Technical Requirement |
|---------|----------------------|
| 64 | Ability to provide authorization by transaction type |
| 65 | Ability to encrypt password while data is passed on network |
| 66 | Ability to provide terminal soft locking facility |
| 67 | Ability to support 2 factor authentication for users connecting to ERP from internet (if it is required) |
| 68 | Centralized repository of all identification and access control data |
| 69 | Single sign-on support |
| 70 | Support access control to individual or groups of applications. |
| 71 | Intrusion Detection and Prevention System (IDPS)should be used to monitor any malicious traffic to and from internet, ERP center, WAN, DMZ etc. |
| 72 | Any external connectivity to KMRL network should be connected to KMRL through a firewall. |
| 73 | Ability to provide multiple roles for one user |
| 74 | Ability to enable Delegation of Power (DoP) as defined in the organization |
| 75 | Ability to delegate roles and permissions in case an employee is absent and his work (approvals / rejections in a workflow environment) needs to be carried out |
| 76 | Ability to revoke roles and permissions after the original employee joins back who role was delegated to an alternate supervisor |
| **Maintenance** | |
| 77 | The backup solution shall support both on-line and off-line data backup and restoration capabilities. |
| 78 | Ability to provide regular system upgrade |
| 79 | Ability to have disaster management in place. |
| **System Accessibility** | |
| 80 | Ability to access System through Application Client. |
| 81 | Ability to access System through Web Browser (Without Installing Client) in future (if required) |
| 82 | Ability to support Interface with Mobile devices (palm-Top, Mobile Phones, PDA) if required in future |
| **Data Migration** | |
| 85 | The solution shall be able to import data from various formats (text, excel, CSV, XML etc) |
| 86 | The solution should be able to import data from various Databases |
| 87 | The solution should be able to import data from email. |
| 88 | The solution should be able to export data in various formats (text, excel, CSV, XML etc.) |
| 89 | The solution should be able to create PDF formatted reports directly which can be sent as attachments on email |

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| *E-Procurement* |
| **General** |

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| 1 | The system must be able to log all the activities carried out on the system by any user. |
| 2 | The administrator shall be able to make intelligent search on the log based on user name, time period, type of activity, etc. |
| 3 | Audit trail of the entire system operations shall be maintained in secured environment. |
| 4 | The E-Procurement system should adhere to stringent security norms like SSL, firewall and other CVC guidelines |
| 5 | E-Procurement system will have native integration with back-end functionalities for operational procurement, inventory management. |
| 6 | E-Procurement system will be capable to handle both materials and services |
| 7 | The solution should have comprehensive business workflow engine to create and manage different kind of workflow requirements triggered by specific events. |
| 8 | E-Procurement system should have comprehensive functionality for supplier evaluation |
| 9 | Supplier evaluation can be done based on past purchase transactions considering different parameter like price, quality, delivery, services etc. The score of these parameters could be calculated automatically by the system or entered manually. |
| 10 | System will have provision to conduct supplier evaluation based on feedback from business users through questionnaire. The questionnaire can be triggered on specific events automatically by the system or by conducting a web-based survey. |
| 11 | It shall have standard reporting formats available. Reports shall be available in these standard formats at any given time. |
| 12 | The system must provide detailed drilled down reports. |
| 13 | The system must enable user to configure/develop reports on different parameters for trend analysis, reports on supplier participation etc. |
| 14 | Management of user IDs and password and setting up hierarchy levels and role definitions for different users. |
| 15 | System will support multiple currencies |
| 16 | The system must provide a supplier administration module to add, delete, enable or disable the suppliers or supplier group. |
| 17 | The system must provide for reports in both flat file and Excel formats. |
| 18 | The E-Procurement system should have document collaboration facility among purchaser, bidders and suppliers. They should be able to share documents in a secured manner online. The upload, download and storage of the documents whould be folder-based and easy-to-use. |
| 19 | The solution will have in-built capability to create purchasing documents, legal contracts with clauses, terms & conditions etc and stored in a structured manner. The output could be PDF MS Word or XML file. |
| *Vendor Registration* | |
| 1 | Facility for empanelment/registration of suppliers on the portal |
| 2 | Provision to create different questionnaire for different product categories and services |
| 3 | Supplier will be able to register or apply for certain product or services themselves over internet by entering/answering basic questions. |
| 4 | Based on supplier selection or application, a questionnaire can be sent to supplier in a secured manner to get more information |
| 5 | The quotations can be categorized. |
| 6 | Questions can be answered through texts, checkboxes, yes/no with validity. |

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| 7 | Designated person can check and review answers of the questions and then approve or reject the registration request. |
| 8 | There will be supplier directory to check different supplier with their statuses |
| 9 | Potential suppliers can be confirmed to be supplier of materials or services |
| 10 | Supplier will receive administrative login and password information so that they can maintain their own information online |
| 11 | After approval, supplier will be able to get notification for tenders, purchase order etc to collaborate with purchaser |
| 12 | Suppliers will get administrative role to create other user ids for their organizations to carry out different purchasing activities according to different roles. |
| *E-Tendering* | |
| 1 | Employees will be able to raise purchase request themselves or on the behalf of other employee |
| 2 | Solution should have the capability of team purchasing where they can do all the sourcing activities as a team and collaborate |
| 3 | The system shall be capable of handling limited tenders, open tenders, global tenders, rate contract, reverse auction etc. |
| 4 | There shall be no limit with the system in terms of interacting with Payment Gateways for purpose of financial transactions. |
| 5 | E-tendering system will support complex service procurement where service can be defined in a multi-level service hierarchy with defined value limit |
| 6 | For each type of payment, the work flow for making payment shall be part of the process. For example, if vendor has to make payment for tender form, the web page where tender forms are listed shall guide the user to make payment. Once the vendor chooses to pay he shall be taken to the payment gateway and payment shall be accepted. |
| 7 | System shall be capable for adoption for supporting different kind of formats of tenders, tender conditions and output reports as defined by the purchaser |
| 8 | The base currency of the System must be Indian Rupees. The currency shall be customizable/configurable in case of global tenders. |
| 9 | The system must allow Users to locate tenders quickly through on-line search facilities in a variety of ways including tender no, generic descriptions, etc. |
| 10 | The system should provide the following bid stages in the tendering process: <br> (i) Pre-Qualification bid stage <br> (ii) Technical bid stage <br> (iii) Reverse auction <br> (iv) Price/commercial bid stage <br> (v) Single stage, techno-commercial bid stage |
| 11 | System should be configurable to create various types of users as mentioned below: <br> i) Authorized personnel from purchaser for access and use of the different modules of the system like NIT, Bid preparation, bid evaluation etc. <br> ii) Authorized personnel from the bidder organizations <br> iii) System Administrators <br> iv) Super user to control all operations on the e-Procurement Portal; and <br> v) Any other user such as payment gateway providers or as per the architecture of the |

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| | proposed solution by the vendor / consortium. |
| 12 | Secured electronic alert facility to the registered suppliers on the portal, whenever a new tender / corrigendum / addendum is published. |
| 13 | Search facility for the tender floated on the web site category wise, tender no wise etc. |
| 14 | Users shall enter the quantity required for tendering directly into the tender based on manual inputs received by them. On receipt of indent for a particular item, the user shall initiate the preparation of tender document along with technical requirements, payment terms, Schedule of requirements, price schedule etc. |
| 15 | The tender document shall be prepared online. These shall be a provision to prepare each section, for example special conditions, functional requirement if any, schedule of requirements, price schedule, technical specification etc,  separately by different users assigned by administrator. |
| 16 | There shall be a work flow to get the prepared tender document approved online by the concerned section users for the purpose of floating the NIT by the concerned procurement wing. |
| 17 | The officers in the approving chain shall be able to view the tender document and place his remarks in the space provided for the purpose. These remarks and suggested changes shall be viewable to the user who prepared the document. He shall be able to imbibe these comments in to the tender document online. |
| 18 | There shall exist a facility to authorized personnel of supplier organizations for - Online downloading of Complete Tender Documents, multiple Addendum and multiple corrigendum with online payments or offline payments received through demand drafts. Activation of Online/Offline payments modes shall be configurable. |
| 19 | The GUI of the system shall have a tender designing facility. Designing of tender documents for different types of tenders such as EOI (expression of interest), Limited Tender, Advertised Tender, Global Tender both for works, consultancy and supply of goods and services shall be possible so as to include existing features of submission of bids with complete break up indicating basic rate, excise duty, sales tax/VAT, packing, forwarding, freight etc., with supply to multiple consignees. |
| 20 | As and when addendum or corrigendum is posted, all suppliers who have officially procured tender document online should receive automatic online reminders through registered emails. |
| 21 | The relevant approving authority should get an email alert whenever any NIT has come to him/ her for approval. |
| 22 | NIT shall be visible to users of in the approval hierarchy: The NIT approver should have the following functionalities: Approve the NIT,  Reject the NIT, Route the NIT to a specific person for review, Insert comments |
| 23 | For creation of NIT there shall be a proper approval process which may involve many users who are in a hierarchy. The transactions and remarks of such users shall be visible |

| | to all users in the same hierarchy. On final approval, already configured for each hierarchy, notice/message shall go the user who initiated the process. |
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| 24 | The NIT/Tender creator should be able to select any combination of these stages to create a single stage or two stage or 3 stage tender. |
| 25 | A provision shall exist to take a print out or send mail to approved print media addresses in a predefined format. |
| 26 | The System must provide the facility to publish the NIT on its web interface for public. The link for website shall be provided in official website also. |
| 27 | On publication of the tender, the system should generate an email/SMS alert to the registered suppliers and concerned company users.. |
| 28 | It should be possible by configuration to have a copy of the Tender Document for free online viewing by prospective suppliers. |
| 29 | The official copy of the Tender Document downloaded online after making the necessary payment, if any, (online or offline) should have a unique reference number such that these are not transferred to other Suppliers |
| 30 | There should be facility for re-bidding for one or more bid parts without having to re-float the whole tender. |
| 31 | The System must allow tenders to be tracked through their lifecycle, providing visibility of tender status, user comments and responses, evaluation & decision history, etc. |
| 32 | The system shall have pre-bid queries/clarification functionality. |
| 33 | The system should allow for issue of corrigendum's/amendments to be published on the E-Procurement site. |
| 34 | The system should be able to send an alert to the concerned vendors. |
| 35 | All such corrigendum's/amendments shall become the part of the tender on closing of the tender and shall be viewable accordingly. |
| 36 | The bids, during submission, shall be encrypted using public keys of vendor. The opening of the submitted bids shall only be possible through private keys of the vendor either from his remote position or being present physically at company's location for tender opening. The same process shall be repeated for all the bids of different vendors. |
| 37 | The vendor shall be allowed to revise his bid before due submission date of the bid as defined in the tender document. Only the last bid submitted by the vendor shall be considered by the system. |
| 38 | The company users should have the facility of digitally signing the documents while issue of clarifications or any document issued to the bidders post or pre tender submission. For this purpose, bidders shall receive notification for any notice issues for tender clarification, addendum or corrigendum. |
| 39 | After the submission of bids, it shall not be possible to change anything in the bid from either side. Bidder shall explain this feature in the bid response. The same process shall also be mentioned in the help menu of the portal. |
| 40 | The system shall ensure secured flow of content and delivery of the messages with different users. |
| 41 | It shall be possible to submit Bids, online, in single or multiple stages such as pre qualification, technical and financial bids as specified in the respective tender or as per the procurement policy decisions. |

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| 42 | The bid submission process shall be designed in such a way that all required documents(pre configured) and bid components shall be uploaded at the time of bid submission. In case any document is not uploaded, the bid submission process shall not be completed. The mandatory documents shall be indicated by the user uploading the tender by way of marking/ on various options during the tender preparation. |
| 43 | It shall be possible that all key parameters of technical bids are filled by the bidders in a pre defined format. The system shall have provision to allow any additional information/document that the prospective bidder may like to submit as part of the bid submission. |
| 44 | For financial bids, it shall be submitted in a pre defined format. All the mandatory fields in the financial bids shall be filled without exception. Bidder shall not be allowed to progress further in case he/she leaves a field unfilled. |
| 45 | Apart from listed items in financial bid, the vendor shall be allowed to insert additional items which he/she wants to quote as part of bid. Separately he/she shall also be allowed to give breakup cost of line items if required. |
| 46 | It shall be possible to view the submitted bids in a consolidated fashion to both the bidder and company in a pre defined format. The summary of bids shall be viewable to the bidder when they are submitting the bid and to company users when the bids are being opened. |
| 47 | For the financial portion of the bid, it shall be possible to submit the name of the product, qty offered, unit price, different taxes applicable, discounts offered and the total price, etc. |
| 48 | The bidder shall be given the option to insert additional fields in the financial bid form to insert any additional levies/taxes to cater to extra ordinary charges/levies. |
| 49 | For global tenders it should be possible to submit price-bids in prescribed Foreign currency as specified. |
| 50 | All the received bids shall be stored in an encrypted form in an Electronic Secure tender box. These bids shall be time stamped and entire process shall be highly secure. It should not be possible to open and view the contents of the Electronic Secure Tender Box till the specified time has elapsed. |
| 51 | Facility shall be available to the authorized users to login simultaneously within a defined period to open technical bid and price bid. All the designated persons need to be logged in within the time period and open the bid. Bid administrator will be able to assign technical bid and price bid openers in a tender. |
| 52 | The System must not allow Users from viewing the bids before the tender opening date & Time. |
| 53 | System should have the capability to involve internal and external experts for online bid evaluation |
| 54 | Experts will be able to provide their score and comments online |
| 55 | The comparative sheet of the price bids along with the technical bid details shall automatically get transferred to the Evaluation Committee members, who's email id shall be predetermined and configured in the system. |
| 56 | The System must automatically process and save the bid evaluation results in a specified folder. Authorized users, including the Evaluation Committee members shall be allowed to view and evaluate the bidders' responses against the parameters |

| | specified and attach evaluation results to the bids with their comments. These comments shall not be visible to users other than the evaluation committee members. Each tender may have specific and unique evaluation group. |
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| 57 | For Price-bids of global tenders, it shall be possible to prepare related comparative charts in the offered foreign currency converted to INR as per the conversion factor defined. If the conversion factor has not been defined earlier at the NIT stage then before opening of the comparative chart the system shall prompt the user to enter the necessary conversion factor. |
| 58 | After evaluation process is over, the bid documents shall be stored in a secure manner with use of digital signatures etc. No tempering of these stored bids shall be possible as they may be required to be produced legally on a later date. |
| 59 | The System must support separate workflows for Pre-Qualification, Technical, Commercial and Techno-commercial evaluation stages. |
| 60 | For each stage of evaluation, the approver shall have the following functionalities: Approve the evaluation of the evaluator,  Route the Evaluation to a specific person for view and comment either within the department or sub-department or between different departments,  Insert evaluation report |
| 61 | Facility shall exist to prepare the report of the evaluation committee with the help of pre designed templates. The report shall be submitted through an online approval process in a desired/configured hierarchy. |
| 62 | The facility shall exist for preparation of online contracts/P.O.s with basic formats readily available in the system. It shall be possible to insert any product specific conditions through a separate link or drop down menu or any other means so as to insert the same in the contract. |
| 63 | Provision of awarding contract to one or more bidders based on tender conditions after proper approval through online approval process as in other modules of this tender. The parameter and percentage of quantity to each vendor shall be pre-defined at the time of NIT preparation. |
| 64 | Create, approve and dispatch intimation of acceptance of tender for successful bidder and unsuccessful bidders. |
| 65 | Create & Dispatch of purchase order to the selected single Suppliers |
| 66 | Create & Dispatch of split/part purchase orders to the selected Suppliers. |
| 67 | System should have provision to process tender fee. Bidders should be able to pay tender fee online |
| 68 | Solution should have capability to handle EMD. |
| 69 | Solution should be able to manage waiver of EMD or tender fee. |
| **Reverse Auction** | |
| 1 | The system shall support wizard driven process to simplify auction creation and administration by an auction originator. It shall be possible to create reverse auctions. |
| 2 | The system shall allow users to be assign different roles like that of Administrator, Super-Originator, Originator, etc. especially for this auction module. |
| 3 | The system shall automatically extend the auction close time if last bid is received during 'Y' minutes of auction close time where 'Y' is configurable by administrator before the start of auction or Y shall be a global parameter in the system configurable globally. |

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| 4 | The auction module shall provide the facility of allowing the originator to specify a "Reserve Price" for an auction. The 'Reserve Price' shall not be visible to the bidder |
| 5 | The originator shall be able to specify the 'Bid Decrement/Increment' i.e. the minimum amount by which each succeeding bid of a bidder shall be lower/higher. |
| 6 | There shall be a facility to support proxy bidding for suppliers |
| 7 | The system must provide a view of auction items allowing fast and easy bidding by suppliers in case of multiple line items. |
| 8 | The system shall support Reverse auctions. |
| 9 | The system shall support configuring of different auction rules like lowest/highest bid wins or highest/lowest quantity wins etc. |
| 10 | The system shall support Multi Variable Bidding, assigning weights to different variables and formula creation in an auction. |
| 11 | The system shall have capability to allow user to assign weight-ages to different suppliers based on their past performance and quality in an auction as well as commercial evaluation. |
| 12 | During an auction event, the suppliers shall be able to see the going lowest price in real time. |
| 13 | The suppliers must not be able to see the other suppliers name/ details, bids etc involved in a bidding process. |
| 14 | The system shall provide for an administrative tool which offers the flexibility to quickly define the set business rules, including users, starting/stopping/modifying auctions, categories, system preferences etc |
| 15 | User shall be able to auto-approve or manually approve the winner in the auctions. |
| 16 | The system shall enable an auction originator to copy a previous auction instead of entering all the data required for creation of an auction again from a sample auction database. |
| 17 | Import capabilities to automatically create auctions from data in Excel spreadsheets instead of data-entry or cloning existing auctions. |
| 18 | Export capabilities for extraction of data from the auction system into a flat file or Excel spreadsheet |
| 19 | Email notification of auction events with customizable email messages. |
| 20 | The system shall be flexible so that:<br>i) Unlimited categories, sub-categories and attributes for an item can be defined.<br>ii) Auction rules shall be configurable to fit any business need.<br>iii) Both auto-approval and manual approval of auctions shall be permitted, configurable. |
| 21 | The system shall allow Suppliers (bidders) to belong to user group(s), which can be associated with categories and auctions. Therefore, a supplier shall only view and participate in auctions, which they are allowed to bid for. |
| 22 | The system must allow for the auction event dashboard that would allow user to centrally monitor the price movement in a graphical form, date & time of bid and name of supplier across multiple auction events. |
| 23 | The system must allow user to view the list of all the suppliers who are logged into the auction software at any time. |
| 24 | The system must dynamically show the auction bid summary and history along with |

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| | date and time stamp. |
| 25 | The system must allow user to send notifications and pop-up messages to suppliers during the auction. |
| 26 | The system must show in real time the time remaining for close of the auction up to the last second to both company users and Suppliers. |
| 27 | Reverse auction cockpit should have ability to chat with bidders online |
| *Online Vendor Collaboration* | |
| 1 | System will provide an online collaboration platform with vendors |
| 2 | Vendors will be able to login through vendor portal and see open purchase orders |
| 3 | Vendor will be able to send order acknowledgement through vendor portal on real-time basis |
| 4 | Vendor will be able to register shipping notification through its portal which will directly be reflected in company's system |
| 5 | Vendor will be able to see order statuses, raise invoices over internet. |
| 6 | Vendor will be able to publish its catalogue over internet which will reflect in company's system |
| 7 | Vendor will be able to maintain it own information |
| 8 | Vendor will be able to create user ids for their own employees |
| 9 | Vendor will be able to get notification from purchaser |
| 10 | Vendor will be able to confirm service items |
| 11 | Vendor will be able to see changed or cancelled purchase order |
| 12 | Vendor will be able to reject a purchase order |
| 13 | Vendor will be able to partially confirm order |
| 14 | Vendor will be able to see delivery confirmation at purchaser site once confirmed by the purchaser. |

ANNEXURE III- CONTRACT

# AGREEMENT

**Provision of Project  Services for  ERP Implmentation for KMRL**

AGREEMENT No._____

This AGREEMENT (hereinafter called the "**Agreement**") is made on the _____ day of the month of _____ 2***, between, on the one hand, the Kochi Metro Rail Limited (hereinafter called the "**KMRL**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the "**System Integrator**" which expression shall include their respective successors and permitted assigns).

WHEREAS

A.   The KMRL vide its Request for Proposal (RFP No.----------) for appointment of System Integrator (hereinafter called the "**SI**") for Implmentation of ERP Solution at Kochi Metro Rail Limited (hereinafter called the "**Project**");

B.   The System Integrator submitted its proposals for the aforesaid work, whereby the System Integrator represented to the KMRL that it had the required professional skills, and in the said proposals the System Integrator also agreed to provide the Services to the KMRL on the terms and conditions as set forth in the RFP and this Agreement; and

C.   The KMRL, on acceptance of the aforesaid proposals of the System Integrator, awarded the Project to the System Integrator vide its Letter of Award dated _____ (the "**LOA**"); and

D.   In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**1.   GENERAL**

**1.1   Definitions and Interpretation**

1.1.1   The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

(a)   "Additional Costs" shall have the meaning set forth in Clause 6.1.2;

(b)    "Agreement" means this Agreement, together with all the Annexes;

(c)   "Agreement Value" shall have the meaning set forth in Clause 6.1.2;

(d)   "Applicable Laws" means 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;

(e)   "Confidential Information" shall have the meaning set forth in Clause 3.3;

(f)   "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;

(g)   "Dispute" shall have the meaning set forth in Clause 9.2.1;

(h)   "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;

(i)   "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;

(j)      "INR, Re. or Rs." means Indian Rupees;

(k)      "Member", in case the System Integrator consists of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities;

(m)      "Party" means the KMRL or the System Integrator, as the case may be, and Parties means both of them;

(n)      "Personnel" means persons hired by the System Integrator or by any Sub-Contractors of the System integrator, as employees or retainers and assigned to the performance of the Services the Project or any part thereof;

(o)      "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;

(p)      "RFP" means the Request for Proposal document in response to which the System Integrator's proposal for providing Services was accepted;

(q)      "Services" means the work to be performed by the System Integrator pursuant to this Agreement, as described in the Terms of Reference hereto;

(r)      "Sub-Contractor" means any entity to which the System Integrator sub-contracts any part of the Services in accordance with the provisions of Clause 4.7; and

(s)      "Third Party" means any person or entity other than the Government, the KMRL, the System Integrator or a Sub-contractor of the System Integrator.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2    The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(a)      Agreement

(b)      Annexes of Agreement

(c)      Request for proposal

(d)      The responses or proposal submitted by the SI

(e)      Letter of Award

1.1.3 All documents forming part of the Agreement are to be taken as mutually explanatory of one another. In the event of any conflict, the terms of the Agreement (including the Schedules and appendices) shall prevail over any other document. In case of conflict between RFP (as may be amended) and the Proposal by the SI, the provisions mentioned in the RFP (including its annexures, addenda and pre-bid clarifications issued for the RFP) shall prevail over the Proposal.

## 1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the KMRL and the System Integrator. The System Integrator shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 1.3 Rights and obligations

The mutual rights and obligations of the KMRL and the System Integrator shall be as set forth in the Agreement, in particular:

(a) The System Integrator shall carry out the Services or the Project in accordance with the provisions of the Agreement; and

(b) The KMRL shall make payments to the System Integrator in accordance with the provisions of the Agreement.

## 1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Kochi / Ernakulam shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

## 1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## 1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

## 1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) In the case of the System Integrator, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the System Integrator's Representative set out below in Clause 1.10 or to such other person as the System Integrator may from time to time designate by notice to the KMRL; provided that notices or other communications to be given to an address outside Kochi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number/address as the System Integrator may from time to time specify by notice to the KMRL;

(b) In the case of the KMRL, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the KMRL with a copy delivered to the KMRL Representative set out below in Clause 1.10 or to such other person as the KMRL may from time to time designate by notice to the System Integrator; provided that if the System Integrator does not have an office in Kochi it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

(c) Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

## 1.8 Location

1.8.1 The Services or the Project shall be performed at the offices of the KMRL in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the System Integrator.

1.8.2 The KMRL may require the personnel to spend the required man-hours at the offices of the KMRL and the System Integrator agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

## 1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the KMRL or the System Integrator, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.9.2 The KMRL may, from time to time, designate one of its officials as the KMRL Representative. Unless otherwise notified, the KMRL Representative shall be:

\*\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*\*\*\*\*\*

Tel: \*\*\*\*\*\*\*\* Fax: \*\*\*\*\*\*\*\*\* email: \*\*\*\*\*\*\*\*\*

1.9.3 The System Integrator may designate one of its employees as System Integrator's Representative. Unless otherwise notified, the System Integrator's Representative shall be:

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Tel: ------------------

Mobile: --------------

Fax: ------------------

E-mail: ---------------

## 1.10 Taxes and duties

Unless otherwise specified in the Agreement, the System Integrator shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the KMRL shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## 2. COMMENCEMENT, COMPLETION ANDTERMINATION OF AGREEMENT

## 2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

## 2.2 Commencement of Services

The System Integrator shall commence the Services or the Project within a period of 15 (Fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

## 2.3 Termination of Agreement for failure to commence Services

If the System Integrator does not commence the Services within the period specified in Clause 2.2 above, the KMRL may, by not less than 1 (one) weeks' notice to the System Integrator, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the System Integrator shall be deemed to have accepted such termination.

**2.4     Expiration of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon (i) expiry of a period of 60 (sixty) days after the selection of the agency for implementation of project; (ii) the expiry of 1 (one) year from the Effective Date, whicher is early. Upon Termination, the KMRL shall make payments of all amounts due to the System Integrator hereunder.

**2.5     Entire Agreement**

2.5.1   This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the System Integrator arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2   Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

**2.6     Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

**2.7     Force Majeure**

2.7.1   Definition

(a)     For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such

strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b)     Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractor or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c)     Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2   No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### 2.7.3   Measures to be taken

(a)     A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b)     A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c)     The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

### 2.7.4   Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 2.7.5   Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the System Integrator shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

### 2.7.6 Consultation

Not later than 30 (thirty) days after the System Integrator has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 2.8 Suspension of Agreement

The KMRL may, by written notice of suspension to the System Integrator, suspend all payments to the System Integrator hereunder if the System Integrator shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the System Integrator to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the System Integrator of such notice of suspension.

### 2.9 Termination of Agreement

### 2.9.1 By the KMRL

The KMRL may, by not less than 15 (fifteen) days' written notice of termination to the System Integrator, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

(a)    The System Integrator fails to remedy any breach hereof or any failure in the performance of its  obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the KMRL may have subsequently granted in writing;

(b)    The System Integrator becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c)     The System Integrator fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

(d)     The System Integrator submits to the KMRL a statement which has a material effect on the rights, obligations or interests of the KMRL and which the System Integrator knows to be false;

(e)     Any document, information, data or statement submitted by the System Integrator in its Proposals, based on which the System Integrator was considered eligible or successful, is found to be false, incorrect or misleading;

(f)     As the result of Force Majeure, the System Integrator is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(g)     The KMRL, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2   By the System Integrator

The System Integrator may, by not less than 30 (thirty) days' written notice to the KMRL, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

(a)     The KMRL fails to pay any money due to the System Integrator pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the System Integrator that such payment is overdue;

(b)     The KMRL is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the System Integrator may have subsequently granted in writing) following the receipt by the KMRL of the System Integrator's notice specifying such breach;

(c)     As the result of Force Majeure, the System Integrator is unable to perform a material portion of the Services for a period of not less than 60 (sixty)  days; or

(d)     The KMRL fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3   Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the System Integrator's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the System Integrator's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4   Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the System Integrator shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the System Integrator and materials furnished by the KMRL, the System Integrator shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5   Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the KMRL shall make the following payments to the System Integrator (after offsetting against these payments any amount that may be due from the System Integrator to the KMRL):

(a)   Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

(b)   Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and

(c)   Except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the System Integrator's Key personnel (only), provided, proof of travel (Place. Air ticket, Fare etc.) is submitted to KMRL at the time of mobilization.

2.9.6    Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**3.      OBLIGATIONS OF THE SYSTEM INTEGRATOR**

**3.1      General**

3.1.1    Standards of Performance

The System Integrator shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The System Integrator shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the KMRL, and shall at all times support and safeguard the KMRL's legitimate interests in any dealings with Sub-Contractor or Third Parties.

3.1.2    Terms of Reference or scope of work

The scope of Services or work  to be performed by the System Integrator is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The System Integrator shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

**3.2      Conflict of Interest**

3.2.1    The System Integrator shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2    System Integrator and Affiliates not to be otherwise interested in the Project

The System Integrator agrees that, during the term of this Agreement and after its termination, the System Integrator or any Associate thereof, as well as any Sub-Contractor and any entity affiliated with such Sub-Contractor, shall be disqualified from providing

goods, works, services, loans or equity for any project resulting from or closely related to the Services or the Project and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments or services granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the KMRL in continuation of this Project or to any subsequent Project/ advisory services provided to the KMRL in accordance with the rules of the KMRL. For the avoidance of doubt, an entity affiliated with the System Integrator shall include a partner in the firm of the System Integrator or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the System Integrator, as the case may be, and any Associate thereof.

3.2.3    Prohibition of conflicting activities

Neither the System Integrator nor its Sub Contractor nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a)    during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

(b)    after the termination of this Agreement, such other activities as may be specified in the Agreement; or

(c)    At any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4    System Integrator not to benefit from commissions discounts, etc.

The remuneration of the System Integrator pursuant to Clause 6 hereof shall constitute the System Integrator's sole remuneration in connection with this Agreement or the Services and the System Integrator shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the System Integrator shall use its best efforts to ensure that any Sub-Contractor, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5    The System Integrator and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **"Prohibited Practices").** Notwithstanding anything to the contrary contained in this Agreement, the KMRL shall be entitled to terminate this Agreement forthwith by a communication in writing to the System Integrator, without being liable in any manner whatsoever to the System Integrator, if it determines that the System Integrator has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the

Selection Process or before or after entering into of this Agreement. In such an event, the KMRL shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the KMRL towards, *inter alia*, time, cost and effort of the KMRL, without prejudice to the KMRL's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the KMRL under Clause 3.2.5 above and the other rights and remedies which the KMRL may have under this Agreement, if the System Integrator is found by the KMRL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the System Integrator shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the System Integrator is found by the KMRL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "*corrupt practice*" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the KMRL who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the KMRL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the KMRL in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the KMRL under this Agreement;

(d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the KMRL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**3.3 Confidentiality**

The System Integrator, its Sub Contractor and the Personnel of either of them shall not, either during the term or within Three years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the KMRL to the System Integrator, its Sub-Contractor and the Personnel; any information provided by or relating to the KMRL, its technology, technical processes, business affairs or finances or any information relating to the KMRL's employees, officers or other professionals or suppliers, customers, or contractors of the KMRL; and any other information which the System Integrator is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the KMRL.

Notwithstanding the aforesaid, the System Integrator, its Sub-Contractor and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

(a) was in the public domain prior to its delivery to the System Integrator, its Sub-Contractor and the Personnel of either of them or becomes a part of the public knowledge from a source other than the System Integrator, its Sub-Contractor and the Personnel of either of them;

(b) was obtained from a third party with no known duty to maintain its confidentiality;

(c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the System Integrator, its Sub-Constractor and the Personnel of either of them shall give the KMRL, prompt, prior written notice to enable the KMRL to obtain an injunction against such disclosure, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(d)    is provided to the professional advisers, agents, auditors or representatives of the System Integrator or its Sub-Contractor or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the System Integrator or its Sub-Contractors or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

**3.4    Liability of the System Integrator**

3.4.1    The System Integrator's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2    The System Integrator shall, subject to the limitation specified in Clause 3.4.3, be liable to the KMRL for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3    The Parties hereto agree that in case of negligence or wilful misconduct on the part of the System Integrator or on the part of any person or firm acting on behalf of the System Integrator in carrying out the Services,The Project, the System Integrator, with respect to damage caused to the KMRL's property, shall not be liable to the KMRL:

    i.    For any indirect or consequential loss or damage; and
    ii.   For any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement

**3.5    Accounting, inspection and auditing**

The System Integrator shall:

(a)    Keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the System Integrator's costs and charges); and

(b)    In case required by the KMRL, the System Integrator shall provide copies of such records up to one year from the expiration or termination of this Agreement.

**3.6    System Integrator's actions requiring the KMRL's prior approval**

The System Integrator shall obtain the KMRL's prior approval in writing before taking any of the following actions:

(a)     Appointing such members of the professional personnel as are not listed in Annex–2;

(b)     Changing, replacing or removing the key personnel of the project as listed in Annexure -2

(c)     Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractors and the terms and conditions of the subcontract shall have been approved in writing by the KMRL prior to the execution of the subcontract, and (ii) that the System Integrator shall remain fully liable for the performance of the Services by the Sub-Constractor and its Personnel pursuant to this Agreement; or

(d)     Any other action that is specified in this Agreement.

## 3.7     Reporting obligations

3.7.1   The System Integrator shall submit to the KMRL the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

## 3.8     Documents prepared by the System Integrator to be property of the KMRL

3.8.1   All reports and other documents (collectively referred to as "**Project Documents**") prepared by the System Integrator (or by the Sub-Contractor or any Third Party)in performing the Services shall become and remain the property of the KMRL, and all intellectual property rights in such Project  Documents shall vest with the KMRL. Any Project Document, of which the ownership or the intellectual property rights do not vest with the KMRL under law, shall automatically stand assigned to the KMRL as and when such project Document is created and the System Integrator agrees to execute all papers and to perform such other acts as the KMRL may deem necessary to secure its rights herein assigned by the System Integrator.

3.8.2   The System Integrator shall, not later than termination or expiration of this Agreement, deliver all Project Documents to the KMRL, together with a detailed inventory thereof. The System Integrator shall not retain any of such Project Documents. The System Integrator, its Sub-Contractor or a Third Party shall not use these Project Documents for purposes unrelated to this Agreement without the prior written approval of the KMRL.

3.8.3   The System Integrator shall hold the KMRL harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "**Claims**") which may arise from or due to any unauthorised use of such Project Documents, or due to any breach or failure on part of the System Integrator or its Sub-Contractor or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the KMRL.

**3.9    Materials furnished by the KMRL**

Materials made available to the System Integrator by the KMRL shall be the property of the KMRL and shall be marked accordingly. Upon termination or expiration of this Agreement, the System Integrator shall furnish forthwith to the KMRL, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the KMRL.

**3.10    Providing access to Project Office and Personnel**

The System Integrator shall ensure that the KMRL, and officials of the KMRL having authorisation from the KMRL, are provided unrestricted access to the office of the System Integrator and to all Personnel during office hours. The KMRL's official, who has been authorised by the KMRL in this behalf, shall have the right to inspect the Services, the Project in progress, interact with Personnel of the System Integrator and verify the records relating to the Services or the Project for his satisfaction.

**3.11    Accuracy of Documents**

The System Integrator shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services.  Subject to the provisions of Clause 3.4, it shall indemnify the KMRL against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the System Integrator or arises out of its failure to conform to good industry practice. The System Integrator shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

**4.    SYSTEM INTEGRATOR'S PERSONNEL AND SUB-CONTRACTOR**

**4.1    General**

The System Integrator shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

**4.2    Deployment of Personnel**

4.2.1    The designations, names and other particulars of each of the System Integrator's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement. The estimate of Personnel costs and manday rates are specified in Annex-3 of this Agreement.

4.2.2    Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the System Integrator by written notice to the KMRL, provided  that (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 30% (thirty per cent), and (ii) the aggregate

of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement by more than 25% (twenty five per cent) thereof. Any other adjustments shall only be made with the written approval of the KMRL.

4.2.3   If additional work is required beyond the scope of the Services or the Project specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the KMRL and the System Integrator, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

**4.3     Approval of Personnel**

4.3.1   The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the KMRL. No other Key Personnel shall be engaged without prior approval of the KMRL.

4.3.2   If the System Integrator hereafter proposes to engage any person as Professional Personnel, it shall submit to the KMRL its proposal along with a CV of such person in the form provided at Appendix–I (Form-11) of the RFP. The KMRL may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the System Integrator may propose an alternative person for the KMRL's consideration. In the event the KMRL does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the KMRL.

**4.4     Substitution of Key Personnel**

The KMRL expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The KMRL will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the System Integrator and the concerned Key Personnel such as incapacity or due to health. Such substitution shall be ordinarily be limited to one, but in exceptional circumstances in the opinion of the KMRL, substitution limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the KMRL.

**4.5     Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the System Integrator's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man-days of service set forth in Annex-3. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the KMRL, and the System Integrator shall ensure that any absence on leave will not delay the progress and quality of the Services.

**4.6     Project Manager**

The person designated as the Project Manager (the **"Project Manager"**) of the System Integrator's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the System Integrator shall designate a suitable person as Project Management System Integrator who shall be responsible for day to day performance of the Services.

**4.7     Sub-Contractors of the System Integrator**

The System Integrator may, with prior written approval of the KMRL, engage additional Sub-Contractors or substitute existing Sub-Contractors. The hiring of Personnel by the Sub-contractors shall be subject to the same conditions as applicable to Personnel of the System Integrator under this Clause 4.

**5.     OBLIGATIONS OF THE KMRL**

**5.1     Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the KMRL shall make best efforts to ensure that the Government:

(a)     Provides the System Integrator, its Sub-Contractors and Personnel with work permits and such other documents as may  be necessary to enable the System Integrator, its Sub-Contractors or Personnel to perform the Services;

(b)     Facilitates prompt clearance through customs of any property required for the Services; and

(c)     Issues to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

**5.2     Access to land and property**

The KMRL warrants that the System Integrator shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such  access shall not be made available to the System Integrator as and when so required, the Parties shall agree on (i) the time extension, as  may be appropriate,  for the performance of Services, and (ii) the additional payments, if any, to be made to the System Integrator as a result thereof pursuant to Clause 6.1.3.

**5.3     Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the System Integrator in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the System Integrator under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the System Integrator.

**5.4     Payment**

In consideration of the Services performed by the System Integrator under this Agreement, the KMRL shall make to the System Integrator such payments and in such manner as is provided in Clause 6 of this Agreement.

**6.      PAYMENT TO THE SYSTEM INTEGRATOR**

**6.1     Cost estimates and Agreement Value**

6.1.1    An abstract of the cost of the Services payable to the System Integrator is set forth in Annex-5 of the Agreement.

6.1.2    Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the **"Agreement Value"**). The Parties agree that the Agreement Value is Rs. ………. (Rs. …………………….), which does not include the Optional Costs specified in Annex-5(the "Optional Costs").

6.1.3    Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the System Integrator in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2     Currency of payment**

All payments shall be made in Indian Rupees. The System Integrator shall be free to convert Rupees into any foreign currency as per Applicable Laws.

**6.3    Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows:-

(a)    The System Integrator shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, and based on the project milestone completion & acceptance of deliverables, ~~Clauses 3 of the TOR~~, and the rates specified in Annex-5 of this Agreement, subject to the System Integrator fulfilling the following conditions:

     i.    No payment shall be due for the next stage till the System Integrator completes to the satisfaction of the KMRL the work pertaining to the preceding stage; and

     ii.    The KMRL shall pay to the System Integrator, only the undisputed amount.

(b)    The KMRL shall cause the payment due to the System Integrator to be made within 30 (thirty) days after the receipt by the KMRL of duly completed bills with necessary particulars (the "Due Date").

(c)    The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the System Integrator, followed by a request for issue of 'Completion Certificate' to the KMRL and the final deliverable is approved as satisfactory and a Completion Certificate issued by the KMRL. The Services shall be deemed completed and finally accepted by the KMRL and the final Deliverable shall be deemed approved by the KMRL as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the KMRL, within such 60 (sixty) day period, gives written notice to the System Integrator specifying in detail, the deficiencies in the Services. The System Integrator shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated until the KMRL accepts all the deliverables under the contract. The KMRL shall make the final payment upon acceptance of the final Deliverable by the KMRL.

(d)    Any amount which the KMRL has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the System Integrator to the KMRL within 30 (thirty)  days after receipt by the System Integrator of notice thereof. Any such claim by the KMRL for reimbursement must be made within 1 (one) year after receipt by the KMRL of a final report in accordance with Clause 6.3 (c). Any delay by the System Integrator in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(e)     All payments under this Agreement shall be made to the account of the System Integrator as may be notified to the KMRL by the System Integrator.

## 7.     LIQUIDATED DAMAGES AND PENALTIES

## 7.1     Performance Security

7.1.1   For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the **"Performance Security"**); and the System Integrator shall require to provide Performance Security in the form of a bank guarantee.

7.1.2   Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the System Integrator for its Services, the KMRL shall retain by way of Performance Security, 10% (ten per cent) of all the amounts due and payable to the System Integrator, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the  System Integrator at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the KMRL may make deductions from any subsequent payments due and payable to the System Integrator hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.3   The System Integrator may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

## 7.2     Liquidated Damages

7.2.1   Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the System Integrator and such error or variation is the result of negligence or lack of due diligence on the part of the System Integrator, the consequential damages thereof shall be quantified by the KMRL in a reasonable manner and recovered from the System Integrator by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2   Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons attributable to KMRL, suitable extension of time shall be granted.

### 7.2.3 Encashment and appropriation of Performance Security

The KMRL shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the System Integrator in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

### 7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the System Integrator for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the KMRL, penal action including but not limited to debarring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/descretion of the KMRL.

### 8. FAIRNESS AND GOOD FAITH

### 8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

### 8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

**9.    SETTLEMENT OF DISPUTES**

**9.1    Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

**9.2    Dispute resolution**

9.2.1    Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2    The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**9.3    Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Director (Systems) KMRL and the Managing Partner/ Chairman of the Board of Directors of the System Integrator or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

**9.4    Arbitration**

9.4.1    Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The venue of such arbitration shall be Kochi and the language of arbitration proceedings shall be English.

9.4.2 Any unresolved dispute or difference whatsoever arising between the Parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed bymutual consent. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the Parties hereto, subject to legal remedies available under Applicable Law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, rules or re-enactments thereof.

9.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the System Integrator and the KMRL agree and undertake to carry out such Award without delay.

9.4.4 The System Integrator and the KMRL agree that an Award may be enforced against the System Integrator and/or the KMRL, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

## 10. Compliances with the applicable laws

### 10.1 Statutory Obligations.

(a) The Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

(b) System Integrator represents and warrants to KMRL that the performance of obligations under this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default or require any consent under, any instrument or arrangement to which System Integrator is a party or violate any other Applicable Laws or any writ, order, injunction or judgment by which System integrator is bound.

### 10.2 Compliance with Laws

(a) The System Integrator shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub contractor of the System Integrator, as well as the Personnel and agents of the System Integrator, comply with the Applicable Laws

(b) Each Party to the Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all Applicable Laws.

(c) System Integrator agrees and undertakes to observe, adhere to, abide by, comply with all Applicable Laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them pursuant to the Project and shall indemnify, keep indemnified, hold harmless, defend and protect KMRL and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

(d) System Integrator represents and warrants that it has obtained all the consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Agreement or for the conduct of its own business under any Applicable Law, government regulation/guidelines and shall keep the same valid and in force during the Term and shall endeavour to promptly obtain all such future approvals and consents from various departments as may be required in future under any amendments in law or notifications issued by the government, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate KMRL and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

## 11. Miscellaneious

### 11.1 Independent Contractors

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party:

(a) To incur any expenses on behalf of the other Party,

(b) To enter into any engagement or make any representation or warranty on behalf of the other Party,

(c) To pledge the credit of or otherwise bind or oblige the other Party,

(d)   To commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

## 11.2   Authority for Assignment.

(a)   All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of both the Parties and their respective successors and permitted assigns.

(b)   System Integrator shall not assign this Agreement or any part hereof or any benefit or interest therein without the prior written consent of KMRL

(c)   In the event of an assignment of this Agreement pursuant to the previous clause, the System Integrator will not be released from any of its liabilities or obligations hereunder. In the event of any permitted assignment of this Agreement by either Party, the designated assignee will assume, in writing (in form and substance reasonably satisfactory to the other Party), the rights and obligations of the assigning Party under this Agreement.

(d)   KMRL may assign or novate this Agreement in part or whole as part of a reorganization, restructuring, consolidation, merger, or as per the decisions of Government of Kerala or board of Directors of KMRL.

(e)   In the event of an assignment of this Agreement by System Integrator pursuant to the previous clauses, KMRL retains the right to reject the assignment, if it finds that the assigned party has (i) conflict of interest with KMRL (ii) been black listed by Government of Kerala (iii) does not have the financial strength to operate the Project as per the Agreement.

## 11.3   Specific Performance.

System Integrator acknowledges and agrees that KMRL would suffer irreparable loss and damage in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, System Integrator agrees that KMRL shall be entitled to an injunction or such other equitable relief without notice to System Integrator to prevent any breach of the provisions of this Agreement and to enforce this Agreement specifically and the terms and provisions hereof in any action instituted in any court having jurisdiction over the Parties and the matter, in addition to any other remedy to which KMRL may be entitled, at law or in equity.

## 11.4   Severability.

If any provision of the Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Agreement or the remainder of the provisions in question which

shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

## 11.5 Waiver.

(a)     No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof

(b)     Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

   i.    Shall be in writing
   ii.   Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
   iii.  Shall be executed by a duly authorized representative of the Party; and
   iv.   Shall not affect the validity or enforceability of this Agreement in any manner.

## 11.6 Survival

The termination of this Agreement shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (b) the provisions of this Agreement that by their nature are intended to survive the termination of this Agreement, including without limitation the provisions dealing with the Representations and Warranties of the Parties, Termination, Confidentiality, Indemnity, Arbitration, Governing Law and Notice respect

## 11.7 Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in

connection with the negotiation, preparation and execution of this Agreement or the other supplementary agreements shall be borne solely by the Party which incurred them

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED                 SIGNED, SEALED AND DELIVERED

For and on behalf of                                        For and on behalf of

System Integrator:                                           KMRL

|                  |                  |
|------------------|------------------|
| (Signature)      | (Signature)      |
| (Name)           | (Name)           |
| (Designation)    | (Designation)    |
| (Address)        | (Address)        |
| (Fax No.)        | (Fax No.)        |

In the presence of:

1.                                          2.

Annex -1


**Terms of Reference**

*(Refer Clause 3.1.2)*


(Reproduce from the RFP and the response of the System Integrator)

Annex-2

**Deployment of Key Personnel**

*(Refer Clause 4.2)*

(Reproduce as per Form-6 of Appendix-I)

Annex-3

**Estimate of Personnel Costs**

*(Refer Clause 4.2)*

(For additional work if any and for staff augmentaiton)

Annex-4

**The Sub-Contractor (s)**

*(Refer Clause 4.7)*

(Reproduce as per Form-12 of Appendix-I)

Annex-5

**Cost of Services**

*(Refer Clause 6.1)*

(Reproduce The project cost with mile stones)

Annex-6

## Payment Schedule

*(Refer Clause 6.3)*

The selected bidder for the project of ERP Implmentation would be paid by the KMRL as per the schedule mentioned below:

| S.No. | Deliverable | On Finalization<br><br>(As percentage of the contract value) |
|---|---|---|
| 1. | At the completion of Project Preparation phase | 15% of the cost of implementation services will be paid |
| 2. | After the completion of the Blueprint phase | 35% of the cost of implementation services will be paid |
| 3. | At the successful completion of the Realization phase | 25% of the cost of implementation services will be paid |
| 4. | After one annual quarter of successful operation and successful completion of three months of user adoption services | 25% of the cost of implementation services will be paid |
| 5. | The charges for the support services will be payable at half yearly periods | |

1.      The above payments shall be made to the System Integrator provided that the payments to be made at any time shall not exceed the amount certified by the KMRL.

2.      All Reports shall first be submitted as draft reports for comments of the KMRL. The KMRL shall provide its comments no later than three weeks from the date of receiving a draft report and in case no comments are provided within such three weeks, the System Integrator shall finalise its report.

3.      If the minimum monthly site deployment as per clause 5.1 is not met, proportionate reduction in the subsequent payments shall be made for each month of shortfall during the contract period".

Annex-7

## Bank Guarantee for Performance Security

*(Refer Clause 7.1.3)*

To

The Managing Director

Kochi Metro Rail Limited

Ernakulum, Kerala - 682011

In consideration of ***** acting on behalf of the [Managing Director, KMRL] (hereinafter referred as the "KMRL", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s …………………, having its office at ………………. (hereinafter referred as the "**System Integrator**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the KMRL's Agreement no. ………………. dated ………………. valued at Rs. ……………….. (Rupees ………………..), (hereinafter referred to as the "**Agreement**") a Project for ERP Implmentation for KMRL, and the System Integrator having agreed to furnish a Bank Guarantee amounting to Rs……………….. (Rupees ………………..) to the KMRL for performance of the said Agreement.

We, ……………….. (hereinafter referred to as the "**Bank**") at the request of the System Integrator do hereby undertake to pay to the KMRL an amount not exceeding Rs. ………………… (Rupees ………………….) against any loss or damage caused to or suffered or would be caused to or suffered by the KMRL by reason of any breach by the said System Integrator of any of the terms or conditions contained in the said Agreement.

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

3.     We, ……………….. (indicate the name of Bank) undertake to pay to the KMRL any money so demanded notwithstanding any dispute or disputes raised by the System Integrator in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid

discharge of our liability for payment thereunder and the System Integrator shall have no claim against us for making such payment.

4.      We, ……………….. (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the KMRL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the KMRL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said System Integrator and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the date of expiry of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5.      We, ………………… (indicate the name of Bank) further agree with the KMRL that the KMRL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said System Integrator from time to time or to postpone for any time or from time to time any of the powers exercisable by the KMRL against the said System Integrator and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said System Integrator or for any forbearance, act or omission on the part of the KMRL or any indulgence by the KMRL to the said System Integrator or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6.      This Guarantee will not be discharged due to the change in the constitution of the Bank or the System Integrator(s).

7.      We, ……………….. (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the KMRL in writing.

8.      For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the KMRL serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate the date falling 180 days from the date of issue of this Bank Guarantee].

Dated, the ………. day of ………. 20

For ...........................................................

(Name of Bank)

                                        (Signature, name and designation of the authorised signatory)

                                                                Seal of the Bank:

NOTES:

(i)     The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii)    The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**SCHEDULE-3**

*(See Clause 2.3.3)*

## GUIDANCE NOTE ON CONFLICT OF INTEREST

1.  This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.

2.  System Integrators should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of System Integrators should avoid both actual and perceived conflict of interest.

3.  Conflict of interest may arise between the KMRL and a System Integrator or between System Integrators and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

    (a)     KMRL and System Integrators:

    (i)     Potential System Integrator should not be privy to information from the KMRL which is not available to others.

    (ii)    Potential System Integrator should not have defined the project when earlier working for the KMRL.

    (iii)   Potential System Integrator should not have recently worked for the KMRL overseeing the project.

    (b)     System Integrators and concessionaires/contractors:

    (i)     No System Integrator should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.

    (ii)    No System Integrator should be involved in owning or operating entities resulting from the project.

    (iii)   No System Integrator should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the KMRL who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by System Integrators. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the KMRL. All conflicts must be declared as and when the System Integrators become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the System Integrator's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a System Integrator coupled with provision of safeguards to the satisfaction of the KMRL.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if System Integrators drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called "scope–creep" arises when System Integrators advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the KMRL but which will generate further work for the System Integrators. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for System Integrators to extend the length of their assignment.

8. Every project contains potential conflicts of interest. System Integrators should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the KMRL at the earliest. Officials of the KMRL involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that

safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

**************************