TENDER DOCUMENT - IDENTIFICATION OF SERVICE PROVIDER FOR MAINTAINANCE OF SSMMS APPLICATION AND CORPORATION WEB SITE FOR TSMDC LTD.

Issued by:
The VC&MD, TSMDC Ltd.,
Hyderabad Telangana State.

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Declaimer

The information contained in this Bid document or subsequently provided to Service Provider, whether verbally or in documentary or any other form by or on behalf of the TSMDC or any of its employees or advisers, is provided to Service Provider on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.

This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TSMDC Ltd accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. This Bid document is not an agreement. The purpose of this Bid document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the TSMDC Ltd in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Service Provider may require. This Bid document may not be appropriate for all persons, and it is not possible for the TSMDC Ltd, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in this Bid document, may not be complete, accurate, adequate or correct. Each Service Provider 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 Bid document and obtain independent advice from appropriate sources. The TSMDC Ltd, its employees and advisors make no representation or warranty and shall have no liability to any person including any Service Provider 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 Bid document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way in this Selection Process. TSMDC Ltd also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Service Provider upon the statements contained in this Bid document. TSMDC Ltd 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 Bid document. The issue of this Bid document does not imply that the TSMDC Ltd is bound to select any Service Provider or to appoint the Selected Service Provider, as the case may be, for the assignment and the TSMDC Ltd reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Service Provider shall bear all its cost associated with or relating to 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 the TSMDC Ltd, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Service Provider and the TSMDC Ltd shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Service Provider in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Tender Notice

Tender No: TSMDC/IT/2023/202

Dated.....18.05.2023

Detailed Notice Inviting Tender

Notice Inviting Online Bids under Two Bid System for Engagement of Service Provider for Maintenance and Support of Sand Sale Management and Monitoring System(SSMMS) and Maintenance of Corporation web site (tsmdc.telangana.gov.in)in TSMDC Ltd Hyderabad

From:

The General Manager (IT)

TSMDC Ltd

Khairatabad

Hyderabad, Telangana

Dear Sir(s),

1. For and on behalf of the TSMDC Ltd Hyderabad, online bids, as per the prescribed Bid Document under two bid system, are invited at Telangana State e-Procurement Portal (https://tender.telangana.gov.in) from the interested and eligible Service Providers for Engagement of Service Provider for maintenance and support of Sand Sale Management and Monitoring System(SSMMS)and Maintenance of Corporation web site (tsmdc.telangana.gov.in) in TSMDC Ltd.

- 2. The Bid document and other detailed terms & conditions are available at the Telangaan State e-Procurement Portal (https://tender.telangana.gov.in) (for reference and online bidding) and also at the TSMDC department web portal.
- 3. No manual Bids shall be accepted.
- 4. The assignment will be for a period of 3 years w.e.f. date of agreement. The period of contract may be extended on the same terms & conditions and pro-rated rates on mutual agreement.
- 5. Service Providers are advised to follow the instructions provided in the 'Instructions to the Service Providers for the e-submission of the bids online through the Telangana State e-Procurement Portal https://tender.telangana.gov.in

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1. Invitation for Competitive Bidding

1.1 Fact Sheet:

Subject	Description
Method of Selection	The method of selection is Quality and Cost Base Selection
	(QCBS) The weightage given to the Technical and Financial
	Proposals are: Technical = 70% and Financial = 30%
Date of tender issuance	18.05.2023
Last date for Submission of Pre Bid	All the queries should be received on or before the prescribed
Queries	27.05.2023, 05:00PM, through email only with subject line " -
	Pre-Bid queries –SSMMS Maintenance".
Pre-Bid Conference Time, Date, &	Date: 26.05.2023, 11:30AM at TSMDC conference Hall
Venue	
Last date and time for Bid/Proposal	16.06.2023, 03:00PM
submission (on or before)	
Date and time for Opening of	16.06.2023, 04:00PM
Technical Bids.	
Language	Proposals should be submitted in English only.
Bid Validity	Proposals must remain valid up to 90 (Ninety) days from the
	actual date of submission of the Bid.
Name and Address for	Name :SmtB.V Prashanthi
Communication, seeking	Designation : General Manager
clarifications & submission of	e-Mail Id :tsmdcit@gmail.com
Proposal	sudheer.jindam@semt.gov.in
	Contact No. :8977911003/9908907355
Tender Notice No.	TSMDC/IT/2023/202
Bid Document Fee	Rs.10,000(Ten Thousand Only), D.D in favor of The VC& MD
	TSMDC Ltd

General Manager (IT)

Vice Chairman & Managing Director

Important Note:

Tender documents may be downloaded from Telangana State Government e-Procurement Portal https://tender.telangana.gov.in and tsmdc.telangana.gov.in. Aspiring Service Providers who have not enrolled/registered in e-procurement should enroll/register before participating through the website https://tender.telangana.gov.in. The portal enrollment is free of cost.

Tenderers can access Tender documents on the website, fill them with all relevant information and submit the completed Tender document into electronic Tender on the website https://tender.telangana.gov.in.

Tenders and supporting documents shall be uploaded through e-procurement portal. Hard copy of the Tender documents will not be accepted as Bid, however physical documents should submit.

The last date for submission of the Bids online is 3.00 PM of 16.06.2023 and Technical Bids will be opened online at 4:00 P.M. on 16.06.2023 in the presence of the intending Service Providers/their authorized representatives who may wish to be present.

Bids to remain open for acceptance up to and inclusive of 90 days from the date of opening of the Technical Bid. The TSMDC Ltd, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Service Providers. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day. The Bid of any Service Provider who does not keep the offers open for the prescribed period shall be summarily rejected and his EMD shall be forfeited. The Service Provider shall bear all costs associated with the preparation and submission of its tender, and the TSMDC Ltd will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

The prospective Service Providers are advised to refer to the Dept website for any modification to the Tender Document and the Service Providers shall ensure that the Bid Documents submitted by them shall contain such modifications, failing which the bids shall be liable to be rejected.

The Service Providers shall deposit along with the Technical Bid through RTGS / NEFT/Electronic Mode an amount of INR Rs. 5,00,000/-(Rupees Five Lakh only) towards Earnest Money

TSMDC Ltd reserves the right to reject any or all tenders and to cancel the tender enquiry at any stage without assigning any reason.

The offers submitted by the Service Providers would be governed by all the terms & conditions laid down in the Notice Inviting Bids, prescribed Bid Document and its annexures, appendices, schedules etc.

Neither TSMDC Ltd nor ITE&C department shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Service Provider end.

In case of any clear indication of cartelization or express or implied anti-competitive agreements between the Service Provider at the time of finalization of Tender or thereafter, which, at any time i.e. before or after award of the Contract, comes to the notice of the TSMDC Ltd, the Tendering Authority may reject the relevant Bids, forfeit their EMD/Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Bid(s) and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or any other Agency having appropriate jurisdiction or Authority, for initiating necessary action including, but non restricted to, cancellation of license.

Detailed Terms & conditions and Instructions governing the Bid can be seen in the Bid Documents.

2. Introduction:

Telangana State Mineral Development Corporation Ltd. (TSMDC) was incorporated on 8th October, 2014 and registered under the Companies Act 2013 with an authorized capital of Rs.50 lakhs with full participation by Government of Telangana.

The objectives of the TSMDC are:

- Development of Mineral Resources including Exploration, Exploitation, and Beneficiation.
- Development of Mineral Industries with Private Participation.
- Identification of Best Technology and Investment for Development of Mineral Resources.

Following Process is followed by TSMDC in Sand Excavation, Stocking & Sales Management Process:

- Telangana State Mineral Development Corporation Ltd. (TSMDC) works for excavation, regulation and supply of sand.
- TSMDC obtains all statutory clearances before extraction of sand is started.
- TSMDC appoints contractors for excavation of sand at the sand quarries/reaches through competitive bidding process. Appointment of contractors is done by district-level committees.
- The sand excavated by contractors is moved to stockyards managed by TSMDC. The stockyards are created near the sand quarries/reaches. Additional stockyards can also be created near urban habitations, particularly in Municipal Corporation Offices.
- Sale of sand in the stockyards is monitored through electronic surveillance system (CCTVs) and electronic documentation is be linked to a central monitoring facility.
- The way-bills for transportation of sand is be issued by TSMDC and the vehicles carrying sand are be tracked by GPS.
- Any interested buyer can log into online sand booking system and book sand, which is delivered at the doorsteps.

Current IT Systems Implemented in Department:

The following IT initiatives implemented in department

- 1 SSMMS
- 2 ERP-EBS
- 3 Call Center
- 4 CCTV
- 5 E-Office&e-Procurement
- 6 Mobile app

SSMMS:

TSMDC initiated implementation of Sand Sales Management and Monitoring System (SSMMS) in February 2015; to automate various processes of Sand Sales Management and eliminate leakages in revenues.

SSMMS has been implemented by TSOnline /TCS; the solution include software applications, application database hosting at TSOnline/TCS datacentre servers, application/ database security, payment gateway integration, integration with nodal banks for fund transfer, external interfaces management through web-services etc. Also includes Vehicle registration, workforce management& any other activity assigned by TSMDC related to SSMMS.

The Sand Sales Management and Monitoring System (SSMMS) is facilitating better management and monitoring of the sand auction & sales process. The key objectives of the SSMMS in Telangana are as follows:

- Sand Sales Management and Monitoring System for better utilization of the Revenues.
- Program implementation through use of end-to-end ICT system for Sand Sales Management.
- Monitoring of Sales; Delivery and Funds flow through IT System for transparency

ERP-EBS:

TSMDC Ltd has initiated ERP implementation by partnering with Oracle system with its Enterprise Business Suite in the year 2019 , all the corporation related payment activities, accounts related activities , HR related operations, Project Monitoring activities automated and monitoring through Oracle ERP-EBS system. Logins provided to all the department related officials and the department officials are entering the data, updations, retrieving the data through this platform only. Corporation has also automated payments related operations through this platform.

SSMMS and Oracle ERP-EBS systems are integrated and sharing the data web service mode . any data related to sand sale and need to be captured in ERP system is sharing by SSMMS system in dynamic mode.

Integrated Call Center:

Department has set up call center to provide information on Sand sale operations and have the provision of Tele Helpline which aims to reduce the illegal activities at Sand reaches, Sand transportation and provide price Information on Sand Sale and Grievances Redressal of the beneficiaries. TSMDC would like to implement the following broad services under this project of Comprehensive call center:

- Providing Information/Instructions to the customers for sand booking
- Sand sale related Grievances
- o Information about availability of Sand reaches operating by TSMDC
- o Inbound calls to record the Grievances raised by customers.
- o To know the feedback on Implementation
- o of Project

2.1 Address for Correspondence:

The address for correspondence with the Corporation,

For all purpose of this contract the address of the Service Provider mentioned in the bid document shall be the address to which all communications to the Service Provider shall be sent, unless the Service Provider has notified a change by a separate letter through e-mail / Registered Post/ Speed post

The Service Provider shall provide the detail in the format prescribed at Annexure-III. Any change therein shall be informed in writing to the corporation ASAP not later than 7 days.

The Service Provider shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.

The Service Provider shall nominate a person(s) who shall coordinate with the authorized officers/officials of TSMDC Ltd in respect of the assignment under the contract during the tenure of the contract and also intimate such names and contact particulars to TSMDC Lt for better coordination.

Authorized Officers of TSMDC Ltd and their contact details:

Sno	Name	Designation	e-Mail ID
1	Smt. B.V	General Manager	tsmdcit@gmail.com
	Prashanthi		
2	J.Sudheerkumar	Sr.Consultant-SeMT	Sudheer.jindam@semt.gov.in
3	Vinesh Babu	IT Team	tsmdcjrgrii@gmail.com;

All correspondence to the corporation shall be addressed to GM(IT), whose details are given below:

Name	Smt. B.V Prashanthi
Designation	General Manager
Address	3 rd Floor, Rear block, O/o TSMDC, Khairatabad, HMWS Building,
	Hyderabad
e-Mail Id	tsmdcit@gmail.com

3. Pre Qualification Criteria

The agencies/firms interested to participate in the tender should meet the below pre-qualification criterion:

Sno	Due Qualification Cuitavia	Supporting Documents to be
Silo	Pre-Qualification Criteria	
		submitted by the Bidder s
1	Bidder must be a registered Company under	Bidder should submit the following:
	companies Act, 1956 or a registered Firm and also	a) RoC.
	registered with the Service Tax authorities and	b) Copy of Service Tax
	must have completed 10 years of existence as on	Registration Certificate
	Bid calling date.	
2	Turnover	Bidder should submit any of the
	a. The Bidder should have a minimum	following:
	annualturnover of Rs 15.00 crore in last	a) Copies of Certified audited Balance
	threeeach financial years from operations as	sheet / Profit & Loss statement.
	evidenced by the audited accounts of the	b) Certificate from the statutory
	company from the last three(3) Financial years	auditor.
	i.e., 2020-21 2021-22 and 2022-23	
	Note: Turnover in areas other than mentioned	
	aboveShall not be considered for evaluation.	
3	Past Experience: The Bidder should	Bidder should submit Work completion
	haveSuccessfully implemented similar projects	certificates / Performance Certificate /
	with the value of Min. Rs.1 Crore	Satisfactory certificate duly signed by
	Solutions related to	the authorized signatory from the Client
	Online Reservation/Online Booking	end.
	• e-Commerce	
	Online auction Management	
	Core Banking related solutions	

in Government Sector/PSU/Banking sector ,at least 5 completed projects in last three years in India The bidder should also have valid WAF license for the above mentioned projects 4 The bidder should possess CMMI Level 3 certification as on bid calling date 5 Manpower Deployment The Bidder should have employed at least 50 IT Professionals/(Software related operations) as on billing date. 6 Black list: The Bidder should not be blacklisted by any Central/state Government, Ministry or Agency for breach of Contractual Conditions as on bid calling date. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body. 7 Local Presence: The Bidder should have a local office as on date of bidding. 8 Bidder should submit Self declaration that the Bidder is not black listed and is not in any legal disputes as on the bid calling date. 8 Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head. 9 Local Presence: The Bidder should have a local office as on date of bidding. 1 Bidder should submit self-certified office address. 1 Note: An undertaking in this regard should be submitted on the company letter head. 1 If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to department for future correspondence			
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for breach of Contractual Conditions as on bid calling date. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body. 7 Local Presence: The Bidder should have a local office as on date of bidding. Bidder should submit self-certified office address. Note: An undertaking in this regard should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to	6	Black list: The Bidder should not be blacklisted by	Bidder should submit Self declaration
calling date. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body. PSU body. Calling date. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head. Bidder should submit self-certified office address. Note: An undertaking in this regard should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to		any Central/state Government, Ministry or Agency	that the Bidder is not black listed and is
entangled in any legal disputes with any Govt. / PSU body. The Bidder should have a local office as on date of bidding. Bidder should submit self-certified office address. Note: An undertaking in this regard should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to		for breach of Contractual Conditions as on bid	not in any legal disputes as on the bid
PSU body. enclosed in the bid duly signed by the authorized signatory on its company letter head. 7 Local Presence: The Bidder should have a local office as on date of bidding. Note: An undertaking in this regard should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to		calling date. The Bidder should also not be	calling date.
authorized signatory on its company letter head. 7 Local Presence: The Bidder should have a local office as on date of bidding. Bidder should submit self-certified office address. Note: An undertaking in this regard should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to		entangled in any legal disputes with any Govt. /	Self-Declaration Certificate to be
Local Presence: The Bidder should have a local office as on date of bidding. Note: An undertaking in this regard should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to		PSU body.	enclosed in the bid duly signed by the
The Bidder should have a local office as on date of bidding. Bidder should submit self-certified office address. Note: An undertaking in this regard should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to			authorized signatory on its company
The Bidder should have a local office as on date of bidding. Note: An undertaking in this regard should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to			letter head.
bidding. Note: An undertaking in this regard should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to	7	Local Presence:	Bidder should submit self-certified
should be submitted on the company letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to		The Bidder should have a local office as on date of	office address.
letter head. If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to		bidding.	Note: An undertaking in this regard
If the Bidder is not having Local presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to			should be submitted on the company
presence, it has to open a local office within 15 days from issue of LoI and same must be communicated to			letter head.
within 15 days from issue of LoI and same must be communicated to			If the Bidder is not having Local
same must be communicated to			presence, it has to open a local office
			within 15 days from issue of LoI and
department for future correspondence			same must be communicated to
			department for future correspondence

Note: ** Relevant supporting documents (ink signed) should be furnished without fail or the bid is liable Note: Any bidder who offers discounts/ benefits suomoto after opening of commercial bid(s) will beautomatically disqualified from the current bidding process without any prior notification and also may be be be for future bidding processes in TSMDC Ltd

The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, TSMDC Ltd reserves it's right in seeking clarification from the bidder and may disqualify the bidder for the bidding mistakes, missing documents and for the documents that are not clear.

- The Bidder shall have sufficient technical expertise, relevant experience and requisite
 - Bidder shall include the proposed managementstructure, contribution of each constituent, role and responsibility of each constituents covering allaspects of the planning and successful execution of the work, the commitment of the constituents to the joint and several liability for due performance. Application Fee, Earnest Money Deposit, Security Deposit, Performance Guarantee,
- d. BankGuaranteeetc. shall be submitted by the lead member Firm.

- Deviation from this shall be treated as termination of contract and shall attract the liability e. asspecified in the Tender.
- An applicant shall not have conflict of interest that may affect the bidding process or the Bidder F (the "Conflict of Interest"). Any applicant found to have a Conflict of Interest shall be disqualified.

3.1 Background of Project:

Sand Sales Management and Monitoring System (SSMMS) is developed in the year 2015 and maintaining required to be provide services to maintenance of SSMMS application and department web portal

The tender is being called to select a Vendor to Maintenance of Sand Sales Management and Monitoring System (SSMMS) and corporation web portal **tsmdc.telangana.gov.in** in Telangana State Mineral Development Corporation Ltd. (TSMDC) to automate Sales & Order Management & allied Processes.

Project Background

TSMDC initiated implementation of Sand Sales Management and Monitoring System (SSMMS) in February 2015; to automate various processes of Sand Sales Management and eliminate leakages in revenues.

SSMMS has been implemented by TSOnline /TCS; the solution include software applications, application database hosting at TSOnline/TCS datacentre servers, application/database security, payment gateway integration, integration with nodal banks for fund transfer, external interfaces management through web-services etc. Also includes Vehicle registration, workforce management& any other activity assigned by TSMDC related to SSMMS.

SSMMS system is in maintenance & support phase of implementation. TSMDC is experiencing business continuity challenges with respect to long & short term Cost of maintenance of existing application, the cost component of the solution include enhancement in existing functionalities, development of allied applications, application-database hosting, application-database security, disaster recovery site etc.

ITE&C Department, Govt. of Telangana has extended support to TSMDC for implementation of SSMMS. ITE&C Dept. will help in managing the IT infrastructure & application security in-house with minimal cost for implementation of SSMMS. ITE&C Dept. will provide IT infrastructure & other available services including application database hosting, application database security (SOC), disaster recovery site and third party audit through empanelled vendor(s).

TSMDC will utilize the Infrastructure support and allied services extended by ITE&C Dept.; which will help in managing application security challenges & reducing the cost of project implementation. The current infrastructure is maintaining by System Integrator only. The application need to integrate with third party (FI) payment gateway and system integrator need to integrate with external interfaces proposed by department.

TSMDC has strategically decided to evade the high cost of maintenance of existing SSMMS solution and implement highly secure & advanced system for Sand Auction Management & Order Management. TSMDC intends to explore IT solutions with qualified firms, who can provide the application features mentioned in the list above; with secure & advanced Auction Management System.

Need Assessment & Objective

Primarily SSMMS is required to provide access to sand for consumers, who wish to have supply of sand through Online booking so as to plan their operation etc. SSMMS system would provide equal opportunities to all intending Sand consumers to purchase Sand for own consumption through single window services as per requirement through the process of Online booking. SSMMS would facilitate the consumers across Telangana State online software system for booking sand on-line, enabling them to buy sand through a simple, transparent and customer-friendly system of sales management system.

TSMDC has critical need of upgrading and maintenance the existing solution, because of business continuity challenges with existing SSMMS system. Furthermore certain new functional requirements are put forward by stakeholders; so TSMDC intends to employ a System Integrator to develop, implement & maintain an upgraded SSMMS system incorporating the functionality of the existing system and new requirements identified by various stakeholders.

The Sand Sales Management and Monitoring System (SSMMS) facilitated better management and monitoring of the sand auction & sales process. The key objectives of setting up the SSMMS in Telangana are as follows:

- Sand Sales Management and Monitoring System for better utilization of the Revenues.
- Program implementation through use of end-to-end ICT system for Sand Sales Management.
- Monitoring of Sales; Delivery and Funds flow through IT System for transparency
- Adjust the day to day demands of demand and supply of sand
- Application and processing of sand order requests
- Verification of sand orders at sand reach areas

Technical Stack:

Current Users: Approx. 1,82,000
Registered vehicles: Approx. 41,000
Total Transaction in a year(avg): 5.6 Lacs
Average daily transactions: 2,000

Application platform : .net

Database : Ms Sql server

System Requirements:

The following modules available in the system with detailed functionalities, bidder need to maintain / upgrade the functionalities wherever the department needs based on the scope of work. The existing SI will provide transition to run the application.

SSMMS Core Functional Modules:

#	Core Functional Modules	Business/ Functional Requirement
	Registrations-TSMDC Level (Provision for the following should be given in the TSMDC Login)	Sand Quarry/Reach Registration with connected approved
		documents
		Raising Contractor Registration with the Registration Certificate
		Sand Stock Yard/ Stock Point Registration(Details of Land &
		MDL-Mineral Dealer License)
		Tribal Society Registrations in notified areas.(Adilabad,
		Khammam Warangal)
		Raising Contractors Supervisors/Outsourced staff Registration
		with Aadhaar & Bank Account
		Tribal Society Registrations in notified areas.(Adilabad,
	Registrations - DLSC Lev	Khammam Warangal)
	(Provision for the following	Labour Groups Registration with Aadhaar & Bank Ale details
	would be given in the District	Vehicle owners (Tractors/Trucks/Lorries)/ Agency Registration
	Level Sand Committee (DLSC)	Vehicles Registration with GPS installation details
	Login)	Driver Registration with Aadhaar &Driving License
		Machinery Registration
		Customer Registration
		Maintenance support
		Customer registration with Aadhar Details
		Development of Order Placement form
		Integration with respect to any Aggregator
	Customer Orders Placement-	Customer Order Tracking.
	Online	Customer Order Cancellation.
		Customer Purchase order Generation & sending Online PO to
		concerned Stock Point DLSC
		Maintenance support
		Customer registration based on applicant category -Separate
	Customer Orders Placement -	flows for Private firms, Government bodies(Designated
	Bulk Orders	authority) Welfare schemes(2BHK/Irrigation/Raithuvedikas)
		Processing of application

#	Core Functional Modules	Business/ Functional Requirement
		Online payment by customers
		Generation of Orders
		Maintenance support
		In-Flow of Extracted Sand from Reach & Volume Measurement
	Sand Stock Point Management	Stock Management-Stock Estimation and Out Flow of Stock
	Sand Stock Point Management	Sand Stock Order Management
		Transit Way Bill generation
		Inventory of sand
		Day wise stock upload
		Registration of available Vehicles
	Sub Stock Yard	Verification of generated sand orders
		Monitoring on delivery of sand (through registered vehicles only
)
		Monitoring of application
	External Interfaces	Payments system: Bank integrations: Payment gateway integrations Interface with Banks for transfer of funds Monitoring on transfer of funds Monitoring on refund for cancelled orders ERP System: Need to integrate with Existing Oracle ERP System Stockyard Creation Day wise bookings and Inventory Generation of PO for contractors Refund to customers Masters of sand prices
		SMS Gateway Integration: SMS alerts to Citizens at all stages of the Sales Management Daily SMS alerts to all Officers Exchange of data through web service/APIs: Integration with Transport Department Integration with Raising Contractors, Tribal Societies, DLSC and

#	Core Functional Modules	Business/ Functional Requirement
		TSMDC Website
		Call Center/Help Desk Interface
		Monitoring day wise tickets related to sand operations
		Sand cost price within the District (Including Taxes, Weighbridge
		, Operation charges)
		Sand price at stock points (Including Taxes, Weighbridge ,
	Capturing of various Master	Operation charges)
	Entries	Vehicle based Transportation Cost per 1KM with slabs for
		delivery.
		Types of sand excavation manual/mechanical/in-stream etc.
		Excavation cost for Contractors
		Integration with Nodal banks for fund transfers between DLSC
	Clastronia Cund Managament	Accounts and
	Electronic Fund Management	TSMDC (Treasury accounts)
	System	Monitoring File Transfers
		Reconciliation of Files and Transactions
		Sharing Data through Web service to Concerned service provider
	Sand Social Audit	Capturing exceptions by the Social Audit team
	Sana Social Addit	Capturing action taken reports (ATR)
		Public participation app
		Machinery Management
		Attendance and Shift Management
	Sand Reach Management	Boat Management
	(Tablet)	Vehicle Management
		Sand Excavation Management
		Way bill generation
		Stock Management
	Stock Point Management- (Tablet)	Stock Receipts with waybill
		Stock dispatches
		Downloading Sand Orders.
		Delivery against orders and issuance of transit pass

#	Core Functional Modules	Business/ Functional Requirement
		Machinery Management
		Attendance and Shift Management
		Vehicle Management
		Integration with GPS Vehicle tracking System

A.1 Dashboard / MIS Module:

The following features are already available with the system / if any features not available with the system, Bidder need to provide.

#	Business/ Functional Requirement
1.	The system should consolidate data from multiple sources into useful and interactive views.
2.	System should be able to present reports in customizable figures, charts and graphs of different formats.
3.	The system should provide Enterprise Reporting and shall be used to generate operational reports in pre-designed structured formats that focus on listings of data at the detailed level.
4.	System should allow users to drill, aggregate, and filter data directly on a dashboard.
5.	The systems should allow users to see information filtered and personalized based on logged user's identity, function or role - based on predefined rules.
6.	System should be able to provide the key decision makers with visibility into critical KPIs across the organization on a single screen. The system should also allow drilldown of dashboard and KPI.
7.	The system should be able to provide KPI level consolidation and analysis based on various parameters.
8.	The system should permit the user to set the refresh interval for his/her dashboard and/or its components
9.	At any time, the system should allow the end user to save any output as pdf, excel, csv, flat file etc.
10.	The tool should provide Geographical map views to provide a quick understanding of geospatial data.
11.	The solution should have the features such as Reporting, Analysis, Dashboard etc.
12.	The system should be able to access and consolidate data from all the source systems available in SSMMS, for meaningful analysis which can help in Decision Support.
13.	The system should allow save / download reports in offline mode which can be easily shared and viewed later, independent of SSMMS connectivity.
14.	The solution should provide a web based interface so as to allow access from anywhere using any browser. The access should be based upon user-id and password

A.2 BI / Analytics Module

#	Business/ Functional Requirement
15.	The system should allow creation of ad-hoc queries to generate reports.
	System should have capability to store such ad-hoc queries, which can be later called
	to fetch the data based on same requirement, or be modified slightly to fetch similar
16.	set of data.

#	Business/ Functional Requirement				
1.7	The solution should have the capability to combine multiple sources of information				
17. into one report.					
	System should have sophisticated data search capability to identify a hidden				
18. trend/pattern across multiple source systems					

General Requirements for SSMMS Solution

B.1 User Interface

	Business/ Functional Requirement				
1.	System should be built using Service Oriented, Open Source/Open Standard Architecture.				
2.	System should be highly scalable and capable of delivering high performance as & when				
	transaction volumes/ users increases without compromising on the response time as mentioned in the SLA				
3.	System should be platform independent (accessible from mobile, laptop, desktop etc.)				
4.	The solution shall run on native browser with additional plug inn's that should be freely downloadable and should support at the minimum IE, Firefox Mozilla, Google Chrome etc.				
5.	The application software should be compatible with all the standard operating system such as Windows, Linux, UNIX, etc				
6.	User Interface should require only standards compliant browsers with standard support for JavaScript and HTML.				
7.	The solution will initially be required to cover a range of process modules mentioned				
	in the tender document, but it should allow addition of more modules or more users in any module as and when required.				
8.	The solution should be capable to integrate with SMS gateway.				
9.	It should support all standard transport protocols like http, https, ftp, ftps, imap and smtp, etc.				
10.	System should implement WAF(Web application Firewall) at application server level				
11.	System application should be able to switch from English to Telugu and vice versa.				
12.	Ability to dictate field's mandatory and/or optional status – prompting users for the required data				
13.	GUI Form Administration should support				
	• Changing fields or tab labels				
	Hiding fields or tabs				
	Changing the position or size of field or labels				
	Adding restrictions like mandatory or not				
	Setting default value in a field				
	• Changing list of value (LOV) contents				
	• Ability to provide these configurations down to the user level so that the screen				
	can have different functionality for a given user				
14.	System shall consist of multiple functionalities and all these functionalities should be integrated with one another.				
15.	Making navigation self-descriptive: Navigation should be designed to help users understand				
	where they are, where they have been and where they can go next.				
16.	Vertical scrolling should be minimized. This may be done by placing important information				
	at the top and providing links to information that is further down the page. Horizontal				

	Business/ Functional Requirement					
	scrolling should be avoided wherever possible.					
17	Acceptable opening / download times: Application pages should be designed and					
17.	implemented so that there are acceptable opening times and download times for the expected range of technical contexts of use (e.g. bandwidth between the application and the					
	user). This is particularly important for frequently accessed pages or pages that are					
1.0	important for user navigation and exploration, such as the home page.					
18.	Providing clear error messages: The content of error messages shown on the pages or special error pages should clearly state the reason why the error occurred and, if possible, actions the user can take to resolve the error. Users expect error messages to be in the same language as the user interface.					
19.	Using appropriate formats, units of measurement or currency: information elements such as currency, units of measurement, date and time, phone numbers, address, postal codes etc. should be designed so that they are usable.					
20.	Readability of text: Text presented on the pages should be readable taking into account the expected display characteristics and spatial arrangement.					
21.	Providing printable document versions: If a document is either too long, dispersed over several pages or in a specific layout that is not suitable for online reading, a printer-friendly version of the document should be provided that prints the content in a form acceptable to the user (e.g. in the expected layout, paper format, or orientation).					
22.	Consistent page layout: Pages should be designed using consistent layout schemes, supporting the user in finding similar information at the same position on different pages. Overall layout schemes apply to all pages and are preferable when all pages have a similar structure. Frequently, however, different pages have different purposes and types of content. In such cases, pages can usually be grouped in different categories, using one layout scheme for each category consistently.					
23.	Placing title information consistently: Page titles should be placed in a consistent location on the different pages.					
24.	Linking back to the home page or landmark pages: Each page should contain a link leading to the home page of the application or to a landmark page that is easy to recognize for the user.					
25.	Providing a site map: A separate navigation overview such as a site map should be provided for application showing the structure of the site in an overview form.					
26.	The end user should be provided with a dashboard. He/ She should also be able to ascertain the location of a record in the entire ecosystem.					
27.	The system should provide multi user login facility and open work group environment where users can access same information at the same time in secured manner					
28.	The solution should have the ability to download/upload information from/to user's laptop, desktop etc. or remote server					
29.	The user interfaces of the system should follow the guidelines specified under www.egovstandards.gov.in/guidelines.					
30.	Ability to generate reports					
	-single report at a time -multiple reports at a time					
	-ad hoc and regular reports at a time					
31.	Ability to generate reports at					
	- real time / on line basis					
	- in background (when evaluation is time-consuming)					
	- via batch processing					
	- specific date					
	- regular time interval					

Business/ Functional Requirement				
- any other specific business condition				
Ability to have different levels of access for different roles and designations				
Ability to support the following functions:				
- Portability				
- Interoperability				
- Scalability				
- High Performance				
- Serviceability				
- Manageability				
- Flexibility				
The application should have single window login. Any subsequent login attempts without a				
logout should fail.				
The solution should provide facility of remote access to the system administrator for				
security management, troubleshooting, etc.				
All the activities and transactions in the SSMMS ecosystem should be logged				
In case on inactivity from the logged user's terminal for certain duration, the system should				
automatically log out. The duration should be configurable.				
All sensitive data (such as passwords, bank account numbers) shall have to be stored in				
encrypted format. The system should protect the integrity and authenticity of the data.				
System should allow all alerts, notifications, exceptions, reports, issues, etc. to be displayed				
on GUI & Dashboard, sent through email and messages.				
The solution should have the ability to support multiple windows and multi sessions				
System should have a help facility for each of the modules				
System should have transliteration capability or should be able to understand and operate on				
vernacular languages.				
The system should be able to handle any font.				

B.2 User Registration & Access Management

	Business/ Functional Requirement				
44.	The System must allow the user/citizen to create / update / delete user and user profile.				
	Aadhaar & OTP based authentication should be integrated, where OTP should be sent to				
45.	Aadhaar linked Mobile No. Only.				
	User should be 18+ years of age, which should be verified through Aadhaar Database				
46.	(Demographic Authentication (AUA)).				
47.	Bank Details should be mandatorily captured in Registration Process.				
	System should allow a maximum of three attempts to login. This should be followed by a				
48.	period of non-access.				
	System should allow the user to regenerate lost password/reset password with set of				
49.	hint questions				
50.	The system should enforce the strong password policy as decided by TSMDC				
	The system should enforce controlled password expirations, forced password change with				
	optional grace logins, alphanumeric password standards, minimum number of numeric				
51.	characters, non-dictionary words and password history logging				
52.	System should store passwords in encrypted format in the database				
	The System must allow changes to security attributes for or users (such as access rights,				
	security level, privileges, password allocation and management) to be made only by super-				
53.	user.				

	Business/ Functional Requirement				
	System should allow the user to access only those functionalities that he/she is authorized to				
54.	access.				
55.	The system should provide for role-based control for the functionality within the system.				
	Security- User profiles				
	• For the first login by a user, the system should prompt the user to change				
	his password				
	• When a user logs-in, the system should show him the date & time of last				
	login				
	The System must restrict user access based on the privileges assigned to the				
	user				
	• The system should maintain a log of all the activities carried out by a user				
	along with a date and time stamp				
	• The System must maintain a log of all activities carried out by an				
56.	administrator				

B.3 Security Requirements:

#	Business/ Functional Requirement				
	Information Security i.e. Integrity, Confidentiality & Availability of data to be				
57.	maintained.				
	The solution shall support the exchange of data through secure channels of				
	communication protected by standards such as the SSL protocol. Such facility shall				
	provide support for the following functionality, at a minimum:				
	• Confidentiality of communication - Encryption of all messages between				
	client and server				
	• Authenticity – Authenticate all messages between client and server,				
	confirming the identities of messages/transactions				
	• Integrity – Message Authentication Codes (MACs) provide integrity				
	protection that allows recognizing any manipulation of exchanged messages				
	• Secure communication between the user and the portal with SSL and				
58.	encrypted logon information using algorithms with strong key lengths				
	The solution must provide for the ability to securely store critical data so that				
	database administrators or any unauthorized users do not have access to items such as				
59.	transaction information, passwords, user profiles and other critical items.				
60	The solution must provide for session settings such as idle or max session time-outs,				
60.	concurrent sessions and other session control settings				
	The solution must examine all traffic to all services of the solution and all access				
	attempts to the System or directly to any resource managed/access by the System,				
61.	should be intercepted by the solution, and examined for authentication and authorization requirements defined for the resource.				
01.	*				
	Security Monitoring: The solution implemented for System must be capable of comprehensive logging of the transactions and access attempts to the				
	resources/applications through the solution. It should be capable of logging				
	transaction history, unauthorized access attempts, and attempts to login that fail. It				
62.	should also be capable of notifying TSMDC of suspicious activity.				
63.	The system should capture exceptions to detect frauds / mistakes; system shall				

#	Business/ Functional Requirement				
	maintain logs of e-Auction & related transactions by capturing Desirable details of				
	the transactions. Audit logs shall be maintained for at least 6 months in un-editable				
	formats.				
	The system should also ensure to log any data updates, creation, access, etc. which				
	takes place on the data repository. It shall be used by the TSMDC to track the				
64.	changes in the database & to identify the users responsible for the modification.				
	The system should be able to define audit trails, audit logs and transaction				
	logging requirements (what, when, who has changed). The system should also ensure				
	configuring any such logs, to enable parsing to Security Operation Center at State				
	Data Center, ITE&C Department. These logs shall support in creation of the				
65.	compliance reports required by audit agencies.				

B.4 Help Desk Software

#	Business/ Functional Requirement					
	The Helpdesk system should provide flexibility of logging technical &					
66.	operational incidents manually via GUI / web interface					
	The web interface console of the incident tracking system would allow viewing,					
67.	updating and closing of incident tickets.					
	The trouble-ticket should be generated for each complaint and given to asset owner					
68.	immediately through email.					
	Helpdesk system should allow detailed multiple levels/tiers of categorization on the					
69.	type of incident being logged.					
	It should provide classification to differentiate the criticality of the incident via the					
70.	priority levels, severity levels and impact levels.					
	It should allow SLA to be associated with a ticket based on priority, severity, incident					
71.	type, requestor, asset, location					
	It should allow the helpdesk administrator to define escalation policy, with multiple					
	levels & notification, SLAs at each level, configurable escalation mechanism; through					
72.	easy to use GUI / console.					
73.	System should provide a knowledge base to store history of useful incident resolution					
	It should have an updateable knowledge base for technical analysis and further help					
74.	end-users to search solutions for previously solved issues.					
	The web-based FAQs/ Help would allow users to access his /her knowledge					
75.	article for quick references.					
76.	Allow categorization on the type of incident being logged					
77.	Provide audit logs and reports to track the updating of each incident ticket.					
	It should be possible to do any customizations or policy updates in flash with zero or					
78.	very minimal coding or down time					
79.	It should be able to log and escalate user interactions and requests.					
	It should provide functionality to add / remove a knowledge base solution					
80.	based on prior approval from the concerned authorities					
	It should be capable of assigning call requests to technical staff manually based					
	on predefined rules, and should support notification and escalation over email, web					
81.	etc.					
82.	It should provide status of registered calls to end-users over email					
	The solution should provide web based administration so that the same can be					
83.	performed from anywhere					
84.	It should have a customized Management Dashboard for senior executives with					

#	Business/ Functional Requirement
	live reports from helpdesk database
85.	It should be possible to highlight requests based on probability of violation of SLAs.
	It should support tracking of SLA (service level agreements) for call requests within
86.	the help desk
	It should maintain the SLA for each ticket. The system should be able to generate
87.	report on the SLA violation or regular SLA compliance levels.

3.2 Team composition:

SI's proposed resources for Maintenance of the SSMMS project.

a. Maintenance Team:

- Project Manager
- Database Administrator
- Software Developer
- Help Desk Support
- Network Administrator

The evaluation shall be based on Academic Qualification, Position, Overall experience, relevant experience and Relevant Certifications.

Required Qualification of Technical Team and Team Size:

#	Category/ Position	Minimum Qualification	Required No.of Resources	Relevant Experience
1	Project Manager (Technical)	B.E. / B.Tech/MCA	1	Min, 12 years
2	Database Administrator	B.E./B.Tech/MCA/MSC(IT)	1	Min. 7 years
3	Software Developer (strong exposure in Web service development and Mobile application development)	B.E./B.Tech/MCA/MSC(IT)	2	Min. 5 years
4	Network Administrator	B.E./B.Tech/MCA/MSC(IT)	0.5	Min. 5 years
5	Helpdesk Support	Any degree	1	Min.2 years

4. SSMMS Implementation Approach

Note: All licenses supplied by the SI for the purpose of this project shall be perpetual in nature and shall be in the name of TSMDC, Telangana.

As part of scope of work the System Integrator shall be required to provide Operation &Maintenance Support for 3 Year from the End of Go Live.

Following are the activities to be performed by SI during the maintenance of the solution.

a) Application Management: The SI shall provide Operation & Maintenance Support for 3 Year, commencing from the date when the system goes "live".

During the Operation & Maintenance Support period, vendor shall be completely responsible for defect free functionality of the application software and shall resolve any solution related issues including bug fixing etc with in duration agreed between TSMDC and the SI.

SI shall provide the latest updates, patches/ fixes, version upgrades relevant for the SSMMS solution at no extra cost to TSMDC. SI shall be responsible for software version management, software documentation management reflecting current features and functionality of the solution.

- b) **Infrastructure Management:** SI shall coordinate with State Data Center Maintenance Team as per the System Administration policy to perform following activities:
- Management & administration of infrastructure at SDC including servers, security components, database, storage etc.
- Monitor server performance and take corrective actions to optimize the performance on a daily basis.
- Performance tuning of the system as may be needed to comply with SLA requirements on a continuous basis.
- Maintain automated Data backup, restore and archival etc.
- System administration tasks such as creating and managing users etc.
- Maintenance of system configuration
- Attend to user request for assistance related to usage and management of the SSMMS
- SDC will provide Web application Firewall (WAF).
- c) **Information Security:** The SI shall maintain automated logs configured during System Installation; to enable parsing to Security Operation Center at SDC.

The SI shall coordinate with SDC team to monitor production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. SI shall provision coordination with State Data Center Maintenance Team as per the System Administration policy.

The SI shall co-operate with the appointed representatives of TSMDC in case of security incidents. The incident response process will seek to limit damage and may include the

investigation of the incident and notification of the appropriate authorities. A summary of all security incidents shall be made available to TSMDC on a weekly basis. Significant security incidents will be reported on a more immediate basis. SI need to maintain high architected security recommendations proposed by TSMDC .

SI is responsible implement latest security related application and tools and SI is responsible for any implementation of tools suggested by TSMDC whenever required.

- d) **Help Desk:** The SI shall maintain Help Desk Support. Help Desk shall provide resolution to the problems and issues arising at TSMDC & at user level, after the Go-Live of SSMMS. Outage of components would be calculated as a time between logging the call and closing the call. The SI shall procure a Help Desk Tool as per the requirements given in Section III Schedule of Requirements.
- e) **Training& Hand-holding:** The SI shall provide training to stakeholders as per the need during warranty & maintenance period.
- TSMDC shall regularly monitor the performance of these resources deployed by the System Integrator. In case their performance is found to be below TSMDC's expectation, the same shall be informed to the SI, who shall provide a replacement of the resource within 15 days.

The illustrative deliverables are mentioned below.

- Weekly Application Utilization Report
- Weekly-Handholding / Help Desk Support / Incident Status Reports
- Weekly Application Performance Report
- Weekly Data backup report
- Monthly Training and Feedback Reports
- Weekly Security Incidents Reports
- Quarterly Report on enhancements / upgrades etc

4.1 "Exit Management"

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

- a) **Transfer of Assets:** The SI ensure transfer of Assets to TSMDC before three month from the date of expiry of contract/termination of contract.
- b) Co-operation and Provision of Information: During the exit management period SI shall allow TSMDC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered.

- c) Confidential Information, Security and Data: The SI shall promptly on the commencement of the exit management period, supply to the TSMDC or its nominated agencies the following:
 - Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to project, Project's Intellectual Property Rights; any other data and confidential information related to project; all current and updated components
 - Project data as is reasonably required for purposes of the Project or for transitioning of the services to its SI in a readily available format.
 - At any time during the exit management period, the SI will be obliged to
 provide an access of information to TSMDC and / or any Replacing System
 Integrator in order to make an inventory of the Assets (including hardware /
 Software / Active / Passive), layouts, diagrams, schematics, documentations,
 manuals, catalogue, archive data, IP addressing, Live data, policy documents
 or any other material related to the Project.
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the TSMDC and its nominated agencies, or replacing SI to carry out due diligence in order to transition the provision of the Services to TSMDC or its nominated agencies, or its replacing SI (as the case may be).
- d) **Exit Management Plan:** SI shall provide TSMDC with a recommended "Exit Management Plan", which shall deal with at least the following aspects of exit management in relation to the SLA, Project Implementation & Operation and Scope of Work Definition.
 - A detailed program of the transfer process that could be used in conjunction with a Replacement SI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - Plans for the communication with such of the SI, staff, suppliers, customers and any related third party, as are necessary to avoid any material detrimental impact on SSMMS project's operations as a result of undertaking the transfer;
 - Plans for provision of contingent support to SSMMS Project and Replacement SI for a reasonable period (minimum one month) after transfer.
 - SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - The Exit Management Plan presented by the SI shall be approved by TSMDC or its nominated agencies.
 - The terms of payment as stated in the Payment Schedule include the costs of the SI complying with its obligations under this Schedule.
 - In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.

- During the exit management period, the SI shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- This Exit Management plan shall be furnished in writing to TSMDC or its nominated agencies within 15 days from the receipt of notice of termination or three month prior to the expiry this Agreement.
- The SI needs to ensure that the strategic control of entire solution is transferred to TSMDC or its nominated agency.

4.2 Hardware Specifications:

Selected bidder has to recommend Hardware Specifications based on required specifications TSMDC will provide Hardware in coordination with ITE&C department. ITE&C department will facilitate server storage space in State Data Center(SDC). ITE&C Department, Govt. of Telangana has extended support to TSMDC for implementation of SSMMS. ITE&C Dept. will help in managing the IT infrastructure & application security in-house with minimal cost for implementation. ITE&C Dept. will provide IT infrastructure & other available services including application database hosting, application database security (SOC), disaster recovery site and third party audit through empanelled vendor(s).

The sizing of the servers has been based on the following assumptions:

- Around 30000 concurrent requests are to be processed during sand booking time .
- CPU utilization was assumed with a growth of 10% YoY basis for next three years

4.3 Infrastructure to be Provided to the Service Provider by TSMDC Ltd

Following Infrastructure to be provided to the Service Provider by TSMDC Ltd, in "as-is" "where-is" condition:

- 1. Sitting space along with tables & chairs for the team of Service Provider deployed on the site.
- 2. Existing hardware- PCs, Printer, UPS & internet connectivity.
- 3. Existing software- Windows, MS-office. 4. Intercom facility.

Note: 1. Service Provider is free to equip its team with Laptops and other equipment, at its cost, for their better performance and timely delivery of expected outputs.

2. Stationary shall be provided by Service Provider to its team.

Improve Efficiency:

Improve efficiency of the current system by:

- a) Looking into the current customizations of the system and suggesting/implementing/replacing the same with standard functionalities, wherever required/advisable/feasible.
- b) Relooking/revisiting the current processes of the system and suggesting/implementing the improved processes or standard processes wherever required.
- c) Monitor the performance of the system with the help of a tool (performance tool to be owned by service provider at his own cost) and take corrective measures (fine tuning etc.) to ensure optimum performance of the system.

Note: (a) & (b) above, may be done through paid/unpaid CRs, depending upon the need and requirement, to be decided mutually.

Study and analyze the current systems , operations related to systems and department related operations are happening manually, SP needs to provide the necessary changes according to department requirements and provide support department to handle operations in SSMMS application.

Application level monitoring, operations and management:

Monitoring application processes and services availability
Monitoring application level usage, agents, batch processing
Monitoring system performance
Administer and optimize Concurrent Managers
Administer Forms and Report servers
Cloning / Refreshing DB Applications
Environment Maintenance: apply patches/ upgrades (via release management process)
Response to technical issues. For example: Problem accessing the application (or partsof the
application: forms, reports, concurrent manager)
Interface with technical application layer support.
Concurrent process follow-up (concurrent managers, work shifts, background processes and
monitoring)
Maintaining system revision documentation and source code version repository.

Data Base Administration:

- Database setup
- Database Clean Up & Removal
- DB Cloning
- VM (Virtual machine) installation, configuration and management for FAP instances
- Startup and Shutdown of Database instances
- Monitoring, Maintenance, and day to day operational activities.
- Administration, Management, and Troubleshooting of the Database.
- Verify that SNMP is running
- Lock and Latch mentoring
- Activity/Redo Log Monitoring
- Job monitoring and Purging Job history
- Replication/stand by monitoring
- Verify rollback segments
- Hardware monitoring (i.e. CPU & RAM utilization, HBA, HDD and network card related monitoring and other hardware related resource monitoring).
- Database patching, CPU and security patch installation and new database patch set installation.
- Solaris OS patch set and SRU (support repository update) updates.
- Database and cluster reinstallation in case of any disaster.
- co-ordinate for Service Requests (SRs) escalations for Product related issue, using TSMDC Ltd provided Customer Support Identifier (CSI) number with OEM.
- Attend all complaints related to Database filed electronically or otherwise on receipt of such
 information. The services shall be provided on regular basis during office hours and in case of
 emergency beyond office hours or on holidays etc.
- Reorganization of DB to remove fragmentation
- Rebuild of indexes
- Performance & User Management

- Backup recoveries & trouble shooting
- Purging of DB logs and trace files.

Trouble shooting – Functional & Technical issues:

- Identification of errors/problems
- Identification of causes of such errors/problems
- Resolution of errors/problems
- Guidance & Assistance
- On job guidance & assistance on data capture and retrieval from other systems

4.4 Service Level Agreement

- Deployment of SLA Monitoring Tool
- Recording of services delivered using the SLA Monitoring Tool
- Agreed manpower deployment for the month and actual deployment.
- Recording of bugs, severity, impact, estimated turnaround time and actual fixation time for each internally identified or end user reported compliments.
- Submission of Service Level Compliance Report generated using SLA Monitoring tool every month

Service provider should perform security audit of the application through TSTS-ITE&C department empaneled independent vendors at regular intervals or as per the compliance requirements of the security audit clearance certificate and also fix the issue identified during the security audit/vulnerability Assessment.

Service Provider is required to provide at least one training on all to department officials/ nominated officials from TSMDC Ltd whenever changes done in application

Ш	The target is to remain applications operational and this should achieved by delivering both
	corrective and preventive maintenance.
	Corrective and Preventive Maintenance service should entail the delivery of activities required
	to ensure that applications are available to the required level of functionality
	Corrective maintenance involves the correction of reported faults that impair the availability or
	use of applications and is governed by an agreed SLA; faults are investigated and fixed
	according to a classification of criticality.
	Preventive Maintenance, which is usually undertaken as part of a specific service requirement
	involves improving the maintainability of applications by removing problems before they occur.
	If the application is developed by 3rd party Corrective and Preventive Maintenance shall be
	charged on time & material basis.
	Provide patching, and instance management of Database and Applications.
	Plan and implement a backup strategy for TSMDC
	Provide proactive monitoring tools that offer the ability to detect, solve, and simplify the full
	range of problems that can arise in any managed environment.
	If necessary, diagnose and correct the following: locks, monitoring the length of the queue and
	identification of lock types, locked objects, and blocked users.
	Monitor space usage within the database to facilitate the creation of objects with appropriate
	sizing parameters, monitor the growth of the database segments, and resolve any fragmentation
	issues as necessary.
	Add and configure printer devices on DB Applications.
	Provide for one point of contact for all Technical Assistance Requests (TARs) related to the
	Database and Applications.

- □ Vendor is also responsible for Concurrent Manager, including definition, administration (including start-up and shutdown), problem resolution, and queue maintenance. Concurrent Manager Maintenance includes purging of concurrent requests, log files, and output directories on a regularly scheduled basis.
- □ Collect and analyze system performance data for the Database and Host and estimate future capacity requirements using long-term historical data.

4.5 Period of Assignment

- a) The assignment will be for a period of three years w.e.f. date of agreement.
- b) Period may be extended up to another two years on same terms, conditions, and on prorated rates on mutual agreement.

Software Ownership Rights:

The identified Service Provider shall hand over to TSMDC Ltd the customized source code and the rights to the systems, programs and software developed at TSMDC Ltd's expense.

Other Activities to be undertaken by Identified Service Provider:

- a. Mapping of Business process to the system with suggestions for process re-engineering-if any,
- b. Review existing application and suggest for any process redesign or customization
- c. Identify top recurring issues for year on year and provide business solution to reduce the volume of support request.
- d. Enhancements:
 - ☐ Enhancements are the changes to application's functionality which may exclude Corrective and Preventive Maintenance tasks.
 - ☐ Enhancement will be prioritized by TSMDC Ltd using change request process and vendor has to complete the same in the mutual agreed time schedule as per SLA.
 - ☐ Re-engineering of existing application
 - ☐ Consolidation of all existing applications.
 - □ Enhancement may be in the form of a completely new module to be studied, analysed, designed and developed. In such a scenario, each new report/process/screen under this new module will be considered as one entity.
- e. To maintain the Issue Tracking System with all details such as Issues raised by, Nature, Description, solution offered, etc. for Historical & analysis to improve model.
- f. integrations with other Applications need to be standardized.
- g. In order to build transparency into the system "Access and Identity Management" Technology solutions need to be monitored.
- h. Evaluation of data backup policy / strategy with regard to it's effectiveness, management of backups etc.
- i. Review of existing Business Continuity and Disaster Recovery Plan/policy and effectiveness of data application / replication between the Data Centre and DR Centre and provide necessary inputs.
- j. Review existing validations, checks and controls in the system and to suggest Industry Best Practices where ever applicable.

- k. Review the existing User profiles and Security profiles (if any) and map them with Industry Best Practices.
- 1. Review of security measures implemented in system and work-stations, Standards set for strengthening user log-in and password and risk of un-authorized access to the system
- m. Provide the Audit-trail implementation and suggestion, if any
- n. SI should prepare and provide all the following documentations for department to manage effectively going forward without having any risk/ dependency of support vendors:
- o. Business Process Documentation for Individual Process followed in department.
- p. User Manual Documentation on individual process, Scenarios and Roles in department.
- q. Documentation on System Hardware Architecture.
- r. Technical Documentation on Custom Objects developed and Archival of Custom code with version control.
 - □ Documentation on Security Matrix currently available for each roles / access provided in SSMMS application.

5. <u>Instructions to Bidder</u>

5.1 Completeness of Response:

- a. Bidders are advised to study all instructions, forms, requirements and other information in the tender documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b. The response to this tender document should be full and complete in all respects. Failure to furnish all information required by the tender documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

5.2 Proposal preparation costs & related issues

- a. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by facilitating the evaluation process.
- b. Will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c. This tender document does not commit to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this tender document.

5.3 Pre-bid Meeting:

TSMDC Ltd shall hold a pre-bid meeting with the prospective Bidder s as per tender document.

The vice Chairman & Managing Director
Telangana State Mineral Development Corporation (TSMDC Ltd)

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach by email as per tender document.

- c. All and any queries related to Scope of work, Payment Terms and mode of selection will be entertained during Pre-bid clarifications meeting.
- d. Max. Two representatives authorized by the company will be permitted to attend the meeting.

5.4 Pre-Bid Meeting

TSMDC Ltd will host a Pre-Bid Meeting as per the schedule given in this tender document. It is mandatory for all Bidder s to attend this meeting. All those who have obtained bidding document can participate in pre-bid meeting to seek clarification on the bid if any. Bidders who fail to attend the pre-bid meeting have no right for to claim to the deviations from the bid document which may not part of the present scope of the work.

Bidder inquiries and TSMDC Ltd's responses

All enquiries/ clarifications from the bidder, related to this tender, must be directed in writing exclusively to the contact person notified in this tender document.
The preferred mode of delivering written questions to the aforementioned contact person would
be through mail or fax or email. Telephone calls will not be accepted. In no event will TSMDC
Ltd be responsible for ensuring that Bidder 'inquiries have been received by TSMDC Ltd.
After distribution of the tender document, the contact person notified by TSMDC Ltd will begin
accepting written questions from the Bidder. TSMDC Ltd will end favour to provide a full,
complete, accurate, and timely response to all questions. However, TSMDC Ltd makes no
representation or warranty as to the completeness or accuracy of any neither response, nor does
TSMDC Ltd undertake to answer all the queries that have been posed by the Bidder. The
responses to the queries from all bidders will be distributed to all.
No request for clarification from any bidder shall be entertained after the bid clarification
closing time

Clarification on Bidding Document

- A prospective bidder requiring any clarification of the bidding documents may notify Department Contact Person. Written copies of the Department response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidder that have received the bidding documents.
- The concerned contact person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any SP shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that Department/ TSMDC Ltd shall not entertain any correspondence regarding delay or non receipt of clarification.
- ☐ In order to afford prospective Bidder a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

5.5 Responses to Pre-bid Queries and Issue of Corrigendum

a. The Nodal Officer notified by the Department will endeavor to provide timely response to all queries. However, department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does TSMDC Ltd undertake to answer all the queries that have been posed by the Bidder s.

- b. At any time prior to the last date for receipt of bids, TSMDC Ltd may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder ,modify the tender document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all Bidder s will be posted in the portal www.eprocurement.gov.in.
- d. Any such corrigendum shall be deemed to be incorporated into this tender document.
- e. In order to provide prospective Bidder s reasonable time for taking the corrigendum into account, TSMDC may, at its discretion, extend the last date for the receipt of tender Proposals.

5.6 Right to terminate the process

- a. Department may terminate the tender process at any time and without assigning any reason. TSMDC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This tender documentdoes not constitute an offer by Department. The Bidder's participation in this process may result in short listing of the Bidder

5.7 Preparation of Proposals

- a. The Proposal as well as all related correspondence exchanged by the Bidder s and TSMDC Ltd shall be written in English language, unless specified otherwise.
- b. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the tender document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- c. The Technical Proposals shall contain an Executive summary giving a brief overview of the manner in which the Bidder proposes to achieve the outcomes and the assessment of resources required.
- d. The Bidder is expected to submit the Technical Proposal as per the format given in Appendix I. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information.
- e. A Technical proposal containing financial information will be declare as non-responsive.
- f. The Financial Proposal shall be prepared as per the format given in Appendix.

Proposal Preparation Costs

- g. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by TSMDC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. TSMDC Ltd will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- h. This tender document does not commit TSMDC Ltd to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.
- i. All materials submitted by the SI become the property of TSMDC and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Bidder" shall remain the property of such bidder and TSMDC Ltd shall maintain confidentiality of such materials.

Site Visit

The bidder shall bear all the cost associated with the preparation and submission of bid including prototype presentation. The client/consultant will in no case be responsible or liable for those costs.

Documents Comprising the Bid

The bids	prepared b	y the SI	shall com	prise of	f the fo	llowing:

Proposal Covering letter
A board resolution authorizing the bidder to sign/ execute the proposal as a binding document
and also execute all relevant agreements forming part of tender
Power of attorney executed by the BIDDER in favour of the Principal Officer or the duly
Authorized Representative, certifying him as an authorized signatory for the purpose of this
tender.
Declaration that the BIDDER has not been debarred / blacklisted by any Govt. / Semi-Govt.
organization for quality of services / product and there is no major complaint against the
BIDDER by any organization
tender fee in the form of a demand draft
Earnest Money Deposit (EMD) amount in the form of a Demand Draft
Technical Proposal Cover Letter
Technical proposal
Commercial proposal Cover letter
Commercial proposal
Team Composition

5.8 Submission of proposals

- a. The Bidder shall submit the bid through e-Procurement platform only.
- b. The Bidder shall submit (3) proposals Pre-Qualification Proposal, Technical Proposal and Financial Proposal as per format given in Appendixes on e-procurement portal.
- c. The original proposal both Technical and Financial shall contain no interlineations or overwriting, except as necessary to correct the errors made by the Bidder s themselves. The same authorized representative who has signed the proposal shall initial the corrections.
- d. An authorized representative of the Bidder's shall initial all the pages of the pre-qualification document -original Technical and Financial Proposals. The authorization shall be in the form of written power of attorney accompanying the proposal and supported by any evidence that the representative has been duly authorized to sign.

5.9 Bid Submission Format

- a. The entire proposal shall be strictly as per the format specified in this Invitation for Bid document and any deviation may result in the rejection of the tender proposal.
- b. The documents to be submitted for Pre-Qualification are:
 - i. General Information of the Bidder Form PQ#1
 - ii. Financial Turnover Form PQ#2
 - iii. Past experience Form PQ#3
 - iv. Manpower available with relevant Exp. Form PQ#4
 - v. Self Declaration Certificate Form PQ#5
 - vi. Local Presence Form PQ#6
 - vii. Bid Security.
- c. The documents to be submitted for Technical Proposal are:
 - i. Executive Summary

- ii. Understanding of the Project Form TQ#1
- iii. Proposed Work Schedule Plan- Form TQ#2
- d. The documents to be submitted for Commercial Proposal are:
 - i. Commercial Proposal submission Form C#1
 - ii. Financial Proposal Cost Break-up Form C#2

The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.

Opening of Bids

Bids will be opened in the presence of bidder's representatives who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance. The Bidder names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details of TSMDC officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidder.

No Commercial bid shall be rejected at the time of Bid Opening.

Opening of Commercial bids may or may not happen in presence of Bidder as decided by TSMDC Ltd at the time of opening of Commercial bids; however the successful bidder shall be informed.

Clarification of Bids during Evaluation

During evaluation of the bids, TSMDC Ltd may, at its discretion, ask the bidder for clarification of its bid content and seek information. The communication will be done through in written official mode only.

5.10 Venue and deadline for submission

- a. Proposals must be submitted through e Procurement Platform only on or before the last date time given.
- b. Any proposal received by the department after the above deadline shall be rejected. The Bidders should take care in uploading their bids & supporting documents well in advance so as to avoid last minute rush & failures. TSMDC will not entertain any such complaints of failure on the e procurement portal.
- c. The bids submitted by telex/telegram/fax/e-mail, etc. Shall not be considered. No correspondence will be entertained on this matter.
- d. TSMDC Ltd reserves the right to modify and amend any of the above-stipulated condition /criterion depending upon assignment/project priorities vis-à-vis urgent commitments.

5.11 Bid Opening and Evaluation

Bid Evaluation Committee

The bid evaluation committee constituted by TSMDC Ltd shall evaluate the tenders. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.

Overall Evaluation

Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section

- Technical bids shall be examined by the bid evaluation committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the tender document shall be considered as technically qualified.
- Total bid evaluation: Only the commercial bids of those Bidder qualified in the technical evaluation shall be opened. Commercial bids of the other Bidder shall be returned unopened.
- The evaluation shall be strictly based on the information and supporting documents provided by the Bidder. It is the responsibility of the Bidder to provide all supporting documents as listed in tender document and Forms necessary to fulfill the mandatory eligibility criteria.
- The Bidder shall not be contacted by Department/ TSMDC Ltd if the Bidder has failed to provide supporting documents in the submitted Bid.
- Department/TSMDC Ltd shall shortlist such Bidder who fulfill all the eligibility criteria and comply to the requirements for issue tender document. The evaluation will take into account several criteria:
 - 1. The bidder's relevant experience for the assignment,
 - 2. The quality of the methodology proposed,
 - 3. The qualifications of the key staff proposed etc.

Commercial Bid Evaluation:

- Commercial Bids of only those Bidders will be opened who have Technically qualified.
- Final choice of firm for the project shall be made on the basis of conformity to technical qualification, and only overall L1 bids (Highest Scoring bidder) shall be considered.

Adjudicator

The Managing Director, TSMDC Ltd will be the Adjudicator for contract disputes. The Client and the BIDDER will share the services charges @Rs.10, 000/- per day as daily fee for the Adjudicator.

Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.

Assumptions and Exclusions:

The BIDDER should state clearly the assumptions and exclusions based on which he/she is bidding for the contract.

The bid is li	able to be	e disqualified	if not	submitted	in	accordance	with	this
document.								

- ☐ Bid received after due date and time
- ☐ Bid not accompanied by all requisite documents.
- ☐ Price offer is enclosed in the same envelope as of PQ/technical document.
- ☐ The BIDDER qualifies the bid with his own conditions.

5.12 Corrupt / Fraudulent practices:

Defines, for the purpose of this provision, the terms set forth below as follows:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of Contract execution and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract the detriment of the Borrower, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition.

TSMDC Ltd will reject a proposal for award if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, Contract(s).

5.13 Preliminary Examination of the Bids

Preliminary	scrutiny	will	be	made	to	determine	whether	they	are	complete,	whether	any
computation	al errors l	nave b	een	made,	wh	ether requir	red suretie	es hav	e be	en furnishe	d, whether	r the
documents h	ave been	prope	rly :	signed,	an	d whether th	ne bids are	e gene	rally	in order.		

- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- □ Department may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- □ Prior to the detailed evaluation, TSMDC Ltd will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by TSMDC Ltd and may not subsequently be made responsive by the bidder by correction of the nonconformity.

Contract Finalization and Award

If TSMDC/Evaluation Committee is unable to finalize a service agreement with the bidder ranked first, TSMDC/Evaluation Committee may proceed to the next ranked bidder, and so on until a contract is awarded.

5.14 Short listing Criteria

- a. TSMDC will shortlist Bidder s who meet the Pre-Qualification criteria mentioned in the tender document.
- b. Any attempt by a Bidder to influence the bid evaluation Process may result in the rejection of its Proposal.
- c. TSMDC will constitute a Proposal Evaluation Committee to short-list the Bidder's according the Pre-Qualification criteria given in this document.

5.15 Evaluation Process

- a. The evaluation will be in 3 stages i.e., PQ, TQ & Commercial of the proposal submitted by the Bidders.
- b. The bids shall be evaluated by the Evaluation Committee formed comprising ITE&C Dept and TSMDC.
- c. The Bidder will be shortlisted based on the Pre-Qualification criteria as given in this tender document.
- d. The Bidder who qualifies in PQ evaluation will be eligible for opening of Technical Evaluation.

- e. The bidder shall be asked to provide Presentation of their technical solution to the Project Evaluation Committee in the TQ evaluation
- f. The Bidder has to score 70 & more marks out of 100 marks in the Technical Evaluation will be considered for Financial Evaluation.
- g. The Financial Proposals of the Bidders who have qualified in the Technical Evaluation will be evaluated on QCBS model.
- h. The qualifying Financial Proposals as the criterion give in the tender will be opened & arranged in the sequence of Lowest Bid Amount to Highest Bid Amount and evaluated as below:

The commercial evaluation would be based on the cost of the services provided by the bidder in the commercial bid. The evaluation will be done taking the following components in to consideration.

Total evaluated bid value = X

The commercial scores will be calculated as - Fn = Fmin / Fb * 100

Where

Fn = Normalized financial score of the bidder under consideration

Fb = Evaluated cost for the bidder under consideration

Fmin = Minimum evaluated cost for any bidder

Evaluation of Bid - Final Evaluation

The overall score will be calculated as follows:- Bn = 0.70 * Tn + 0.30 * Fn

Where

Bn = overall score of bidder under consideration

Tn = Pre-qualification cum Technical score for the bidder under consideration Fn

= Normalized financial score of the bidder under consideration

The bidder with the highest marks is the L1 bidder.

<u>Note:</u>TSMDC Ltd may ask Bidder s at this stage to given Technical Presentation on their Technical solution. Venue, Date & time will be communicated to the PQ qualified Bidders at Technical Evaluation stage.

5.16 Cost of Tender

The Tender document fee is Rs 10,000/-. The Bidder should submit the Tender Document fee in form of a crossed demand draft from any scheduled/ nationalized bank drawn in favour of "Managing Director, TSMDC Ltd Hyderabad" payable at Hyderabad along with Technical Proposal.

5.17 Bid Security

The Bid Security shall, be in the form of a Demand Draft or BG from a Scheduled bank/ Nationalized bank located in India and at least having one branch in Hyderabad in the form given in bid document. Any bid not accompanied by an acceptable bid security shall be rejected and treated as non-responsive. The bids with bid security not valid for period specified period will be rejected.

The bid securities of unsuccessful Bidder will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity. The bid security of the successful BIDDER will be returned when the BIDDER has signed the Agreement and furnished the required Performance Bank Guarantee.

Substantially Responsible Bids

A substantially responsive bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal. Any attempt by a Bidder to influence it's the bid evaluation process may result in the rejection of the bid.

5.18 Earnest Money Deposit and its amount (EMD):

Bidder sha	ll submit, along with their bids, EMD of Rs.5,00,000 (Rupees Five lakhs only) in the
form of a G	Crossed Demand Draft /Bank Guarantee drawn from any scheduled/nationalized bank
in favour c	of "The Managing Director, TSMDC Ltd Hyderabad" payable atHyderabad, valid for
3 months f	rom date of the pre – bid meeting. EMD in any other form shall not be entertained.
The EMD	shall be denominated in Indian Rupees only.
No interest	will be payable to the bidder on the amount of the EMD.
Unsuccess	ful bidder's EMD will be discharged/ returned as promptly as possible, but not later
than 30 day	ys after the award of the contract to the selected implementation agency.
The EMD	may be forfeited:
	If a BIDDER withdraws his bid or increases his quoted prices during the period of
	bid validity or its extended period, if any; or
	In the case of a successful bidder, if the bidder fails to sign the contract for any
	reason not attributable to the TSMDC Ltd or to furnish Performance Bank
	Guarantee within specified time in accordance with the format given in the Tender
	Document.
	The EMD shall be submitted with the technical bid in a separately sealed envelope
	as mentioned in this section. Bids submitted without adequate EMD will be liable
	for rejection.
	Bids Submitted with EMD not Valid in the specified period will also be rejected.
	During the bid process, if any information is found wrong / manipulated / hidden in
	the bid. The decision of TSMDC Ltd regarding forfeiture of the EMD and rejection
	of bid shall be final & shall not be called upon question under any circumstances.

5.19 Disqualification of bids

TSMDC Ltd may at its sole discretion and at any time during the processing of tender, disqualify any bidder from the tendering process if the bidder has

- i. Submitted the tender after the prescribed date and time of submission of bids.
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iii. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- iv. Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or non-responsiveness.
- v. Failed to provide clarifications related thereto, when sought.
- vi. If the technical offer contains any price information the offer will be summarily rejected.
- vii. Conditional bids will be summarily rejected.
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- ix. If found to submit more than one bid.

	Bid	Validity
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	The bid validity period shall as indicated in the bid document. A bid having validity for
S	shorter period shall be treated as non-responsive and rejected.
	Deadline for submission of Bids
	The Consultant at the address specified in the Bid Document not later than the date and
t	ime indicated in bid document must receive bids. The Client/Consultant may, at its discretion,
	extend this deadline for submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Client/Consultant and Bidder will thereafter be subject to the
	leadline as extended.
	Late Bids
	Any bid received by TSMDC Ltd after the bid submission deadline prescribed in the Bid
_	Data Sheet shall be rejected.
	Withdrawal of the Bids
	The bidder may withdraw their bids after submission, provided TSMDC Ltd receives
_	nformation one day prior to the deadline date prescribed for bid submission receives a written
	consent. No bid can be withdrawn after expiry of time allowed for withdrawal of bid till bid
	validity period. Withdrawal of bid during this prohibited period will result in forfeiture of bid
	security (EMD).
	Bid Prices
	e bidder shall express their bid price for the information system using the price schedule form
	ovided in the bidding documents. All costs and charges related to the bid shall be expressed in
•	lian Rupees. The bidder shall give the total composite price inclusive of all Levies & Taxes i.e.
	les Tax/VAT/Service Tax & Excise, packing, forwarding, freight and insurance etc. but
	cluding Entry Tax which will be paid extra as per actual, wherever applicable. Prices of
	cidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign
	change will be made available by the purchaser. Prices indicated in the Price Schedule shall be
	tered in the following manner:
	The Unit Price quoted by the bidder shall remain fixed during the entire period of contract and
	shall not be subject to variation on any account. A bid submitted with an adjustable price
	quotation will be treated as non - responsive and rejected.
	The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at
	the price of the services offered.
	DISCOUNT, if any, offered by the bidder shall not be considered unless specifically indicated in
	the price schedule. Bidder desiring to offer discount shall therefore modify their offers suitably
	while quoting and shall quote clearly net price taking all such factors like Discount into account.
	The price approved by TSMDC Ltd for procurement will be inclusive of Levies and Taxes,
	packing, forwarding, freight and insurance.
	Net Current or Net Present Value (NPV)- Interest Rate (I) for Net Present Value calculations of
	recurrent costs is 12 % for each year, wherever applicable.

5.21 Award Criteria

TSMDC will award the contract to the bidder whose bid has been determined to be substantially responsive and has been determined as the best value bid (a proposal which qualifies in all the two evaluation stages and proves to be the lowest commercial quote), provided further that the bidder has demonstrated that it is qualified to perform services required for the project satisfactorily.

The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the wok as specified in the

agreement. At the same time as TSMDC notifies the successful bidder that its bid has been accepted, TSMDC will send the Bidder the proforma for contract, incorporating all agreements between the parties. Within 7 days of receipt of the contract, the successful bidder shall sign the agreement and return it to TSMDC Ltd.

Rights to Accept / Reject any or all Proposals

TSMDC Ltd reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids 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 TSMDC Ltd's action.

6. Technical Evaluation Criteria
Project Evaluation Committee (PEC) will evaluate the Technical Proposals of the Pre-Qualified Bidder's as per the following criteria:

Sno	Technical Parameter	Max score
1	Specific experience of the consultant relevant to the	
	assignment.	
	Completion of 5 number of relevant projects during	25
	the last 3 years in Government	
	sector/Corporate/PSU(Completion certification shall	
	be enclosed) in India	
	Relevant Project means should have all the	
	requirements in specified project:	
	• E-Commerce	
	• E-Auction	
	 Core Banking related solutions 	
	Online Booking /Online reservation	
2	Key Professional staff qualifications and competence	
	for the assignment:	45
	a) Project Manager (Technical) 20	
	a) Project Manager (Technical) - 20b) Database Administrator - 10	
	c) Software Developer- 7.5	
	d) Network Administrator - 7.5	
	, 10	
	The number of points to be assigned to each of the	
	above positions or disciplines shall be determined	
	considering the following three criteria and relevant	
	percentage weights:	
	1) Qualifications 30%	
	1) Quantications 50/0	
	(a) Education:	
	Graduate Engineer: 20%	
	Post Graduate Engineer: 30%	
	2) Adaguagy for the assignment 600/	
	2) Adequacy for the assignment 60%a) Experience in similar projects(at least 2	
	a) Experience in similar projects (at least 2	

	100/	
	projects- 10% b) Experience in handling of Government related projects(atleast one project)-10% c) Exposure in Online booking & Online payment modules(atleast one project) -10% d) any extra certificates related to Project Management (Ex:PMP, Prince2, agile etc) -10% e) Experience in ERP related projects(at least one project)-10% f) Experience in API Management(at least 3 projects)-10%	
	3) Experience in region and language-10%	
	Total Weight: 100%	
3	Engagement Approach (Technical presentation is also required)	30
	 Technical Understanding of requirement, Methodology and Resource Deployment Plan, Training Plan- 10 Strategy for Operations & Maintenance of solution along with helpdesk setup and escalation mechanism, Exit Management plan-10 Proposed Security model, Roles Creation, Data Safety with authorizations and authentications-10 System Level Security Application Level Security User Level Security Database Security Transaction Level Security 	
	Total	100

The bidder has to score minimum 70 marks in TQ criteria to qualify for Commercial bid.

Transfer of tender document

The tender document is not transferable to any other bidder.

Amendment of Bidding Document

At any time prior to the deadline for submission of bids, department/ TSMDC Ltd, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective Bidder those have received the bidding documents will be notified of the amendment and such modification will be binding on all Bidder. In order to allow prospective Bidder reasonable time in which to take the amendment into

account in preparing their bids, the TSMDC Ltd, at its discretion, may extend the deadline for the submission of bids. It is vital that Bidder read and fully understand all the requirements included in the tender document.

If Department deems it appropriate to revise any part of this tender document or to issue additional data to clarify an interpretation of provisions of this tender document, it may issue supplements to this tender document. Any such corrigendum shall be deemed to be incorporated by this reference into this tender document.

6.1 General Instructions

While every effort has been made to provide comprehensive and accurate background
information and requirements and specifications, Bidder must form their own conclusions about
the solution needed to meet the requirements. Bidder and recipients of this tender document may
wish to consult their own legal advisers in relation to this tender document.
All information supplied by Bidder may be treated as contractually binding on the Bidder, on

- All information supplied by Bidder may be treated as contractually binding on the Bidder, on successful award of the assignment by Department on the basis of this tender document
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Department. Any notification of preferred SP status by Department shall not give rise to any enforceable rights by the SP. Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Department.
- □ With the prior of approval of TSMDC Ltd only the resource/s can be released from the organization .
- For the proposed resources after selection of proposal by TSMDC Ltd the resources can be involved into project. The profile/s of resource need to take prior approval from TSMDC Ltd

6.2General Eligibility:

Bidder marked/ considered by Department to be ineligible to participate for non-satisfactory past
performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

- □ Breach of general or specific instructions for bidding, general and special conditions of contract with TSMDC Ltd or any of its user organizations may make a firm ineligible to participate in bidding process.
- The selected single SP shall not outsource the work to any other associate / franchisee/ 3rd Party SP under any circumstances. Any violation may invite imposition of sanctions, which shall include forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

7. General Conditions of Contract (GCC)

Contract and Interpretation

In this Contract, the following terms shall be interpreted as indicated below and the solution provider must bind all the definitions and prepare financial quotations.

- □ Applicable Law means the Contract shall be interpreted in accordance with the laws of the Client's country, unless otherwise specified in Special Conditions of Contract (SCC).
- □ BIDDER means any firm offering the solution(s), service(s) and/ or materials required in the tender call. The word BIDDER when used in the pre award period shall be synonymous with BIDDER and when used after award of the contract shall mean the successful BIDDER with whom User signs the contract for rendering of goods and services.

_	Client means the Telangana Government Office as defined in GCC clause 6.1.1. and its
	organizations, units or functional units whether partially or fully owned or controlled by it.
	Composite bid means a bid in which the technical and financial parts are combined into one but
	their evaluation is sequential.
	Bidder means the firm or joint venture providing the solution under this contract as named in
	tender document/ Technical specifications/scope of work.
	SLA means the firm providing the solution under this contract as named in tender document/
_	Technical specifications/ scope of work.
	Consultancy bidder's Bid means the bid which shall form part of the Contract.
	Contract: means the agreement entered into between the Client and the bidder, as recorded in the
	Contract Form signed by the parties including all attachments and appendices thereto and all
	documents incorporated by reference therein.
	Contract Price means the price payable to the BIDDER under the Contract for the full and proper
	performance of all its contractual obligations.
	Cost of the Solution (CS) means the costs involved for the works and services mentioned in the
	scope of work and also include any amendments made there on before award of the contract.
	Bidder's representative means the duly authorized representative of the bidder, approved by the
	Clients and responsible for the bidder's performance under the contract.
	Day means calendar day.
	Effective Date means the date following contract signing that the contract enters into full force as
	and upon fulfillment of any and all additional conditions specified in the SCC.
	Financial bid means that part of the offer that provides price schedule, total project costs etc.
	Firm means a company, authority, co-operative or any other organization incorporated under
	appropriate statute as is applicable in the country of incorporation.
	Goods when used singly shall mean the hardware, firmware component of the goods and services.
	Goods and services mean the solution(s), service(s), materials or a combination of them in the
	context of the tender call and specifications.
	Incidental services means those services ancillary to the supply of the goods and services, such as
	transportation and insurance, and any other incidental services, such as installation,
	commissioning, provision of technical assistance, training and other such obligations of the
	BIDDER covered under the contract.
	Implementation cum Performance security means on receipt of notification of award from the
	User, the successful BIDDER shall furnish the security in accordance with the conditions of
	contract, in the Implementation cum performance security form provided in the bidding documents
	or in another form acceptable to the User.
	Pre-qualification and Technical bid means that part of the offer that provides information to
	facilitate assessment, by TSMDC Ltd, professional, technical and financial standing of the
	BIDDER, conformity to specifications etc.
	Products mean all of the equipment, Hardware, Software, supplies and consumable items that the
	BIDDER is required to install or provide under the contract, plus the associated documentation.
	Project Plan means the document to be developed by the BIDDER and approved by the Clients,
	based on the requirements of the Contract and the preliminary project plan included in the
	BIDDER 's bid. Should the Project Plan conflict with the Contract in any way; the relevant
	provisions of the Contract shall prevail in each and every instance.

☐ Project sites means the place or places named in the schedule or requirements for delivery of goods and services.
□ Specification means the functional and technical specifications or statement of work, as the case
may be. □ Tender call or invitation for bids means the detailed notification seeking a set of solution(s),
service(s), materials or any combination of them.
☐ Two part bid or Two Stage bid means the pre-qualification bid, technical and financial bids are put in separate covers and their evaluation is sequential.
☐ Warranty Period is the period specified in the GCC or SCC, following Acceptance of the deliverables during which the Bidder 's warranty obligations in respect of the delivered materials
are in force. During the warranty period the BIDDER has to keep all the deliverables in safe custody.
•
7.1 Confidentiality The BIDDER must maintain absolute confidentiality of the documents/maps/tools collected in any form including electronic media and any other data/information provided to him for the execution of the work. The BIDDER should not use the Project data for any purpose other than the scope of work specified in the document and added/amended before signing the contract. The BIDDER must remove/destroy the entire data from his custody after completion of the warranty period. If at any stage it is found that the BIDDER is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons. Use of documents and Information
□ The BIDDER shall not, without prior written consent from Department, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the TSMDC ltd in connection therewith, to any person other than a person employed by the BIDDER in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
 □ The BIDDER shall not, without prior written consent of TSMDC Ltd, make use of any document or information made available for the project, except for purposes of performing the Contract. □ All project related document (including this bid document) issued by TSMDC Ltd, other than the contract itself, shall remain the property of the TSMDC Ltd and shall be returned (in all copies) to the TSMDC Ltd on completion of the BIDDER 's performance under the contract.
☐ The BIDDER shall sign an NDA agreement to not to disclose the information received from the departments.
☐ The BIDDER shall pay the resources hired for the assignment as per the GoT Minimum wages
act.
7.2 Indemnification The BIDDER shall, at its own expense, defend and indemnify the Client against all third-party claims of infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the Client's country.
☐ The BIDDER shall expeditiously extinguish any such claims and shall have full rights to defend
itself there from If the Client is required to pay compensation to a third party resulting from

such infringement, the BIDDER shall be fully responsible thereof, including all expenses and court and legal fees.

- ☐ The Client will give notice to the BIDDER of any such claim without delay and ion shall provide reasonable assistance to the BIDDER in disposing of the claim.
- □ The Client shall indemnify and defend the BIDDER against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information of Software provided to the BIDDER) by the Client under the contract.

7.3 Project Deliverables

The suggested list of deliverables (but not limited to) from the successful bidder includes:

- a. Deploy the requisite Manpower as per tender document;
- b. Provide fortnightly reports
- c. Complete Customization of Source Code with documentation.
- d. Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan)
- e. Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- f. All Logs files & documentation related to Logs
- g. Tools to monitor the SLAs.
- h. Security & performance standards of the overall solution
- i. Handholding Support. Integration with applications of other departments / agencies etc. Any corrective or preventive actions required from any of the Stakeholders
- j. Training Manuals and literature, Systems Administration Manuals
- k. User manuals /Installation Manuals/Operational Manuals/Maintenance Manuals
 - 1. Periodic Status and Review Reports
 - m. Internal Review and testing documents.
 - n. Escalation Mechanism.
 - o. Exit Management Plan.

7.4 Performance Bank Guarantee

The implementation agency shall at his own expense, deposit with department, within ten (10) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank

Guarantee (PBG) from a Nationalized Bank acceptable to department, payable on demand, for the due performance and fulfillment of the contract by the bidder.

- This PBG will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the bidder.
 The PBG shall be valid till the end of three months after the expiration of contract period and should be in the format prescribed in this tender document.
 The PBG may be discharged/ returned by department before the expiry of the same as
 - stipulated in this tender document upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG.

	In the event of the bidder being unable to service the contract for whatever reason,
	department would evoke the PBG.
	Notwithstanding and without prejudice to any rights whatsoever of department under the
	contract in the matter, the proceeds of the PBG shall be payable to department as
	compensation for any loss resulting from the bidder's failure to complete its obligations
	under the contract.
	Department shall notify the bidder in writing of the exercise of its right to receive such
	compensation within 14 days, indicating the contractual obligation(s) for which the
	BIDDER is in default.
	Department shall also be entitled to make recoveries from the bidder's bills,
	performance bank guarantee, or from any other amount due to him, the equivalent value
	of any payment made to him due to inadvertence, error, collusion, misconstruction or
	misstatement.
7.5 Payment	
	TSMDC Ltd will make payment for the entire services rendered, calculated on quarterly
	basis. The amount will be payable on completion of each quarter taking into account
	deliverables and milestones and related services.
	For release of these payments, the bidder shall present pre-receipted bills in triplicate for
	the payments due to him along with all necessary supporting documents.
Subcontract	
	Subcontract is not allowed in any form. During the program, if found that BIDDER has
	abcontract, the contract will be cancelled and implementation cum performance security

7.6 Penalty/Service Level Agreements

Service Level Agreement for Application/Database:

Ltd.

Successful bidder shall ensure that services are available-100% of time as required by Department and end users are always able to get the results conveniently. If this service level is not met, the committe shall decide the quantum of penalty amount (Limited to 50% of quoted price). The Service Provider should ensure 100% data recovery in the event of System crash at any point during the project period.

will be forfeited besides black listing the BIDDER to participate in any future tender of TSMDC

	Measurement		Target	Penalty
Application / Da Availability	tabase		>=	Quarterl 1% Of the y
Type of Incident	Resolution time	Penalty	99.75%	Paymen ever t for y 2 hours of downtime at
Critical	Т	No Penalty		a
Critica For l the resolution	T1 = T+2 hours	0.05% of the Quarterly payment		stretch or in parts.

Tim Shal Mutuall e l Be y agreed by the department		for every unresolved call	
and the service provider at	T2 = T1+2 hours	1% of the Quarterly payment for	
the time of award of contract. Shal		every unresolved call	
T l be the	> T2	2% of the Quarterly payment for	
agreed resolution time.		every unresolved call	
	1 day from the time ofincident logged at the help desk	No penalty	
Medium	> 1 day and < =2 days > 2	0.05% of the Quarterly payment for every unresolved call	
	days	1% of the Quarterly payment for every unresolved call	
	<= 2 days from Respons time ofe logged	No Penalty	
Lo w	> 2 days and < = 4	0.01% of the Quarterly payment	
	days > 4	for every unresolved call 0.05% of the Quarterly	
	days	payment for every unresolved call	
service		w initiatives undertaken by	Quarterl 2% Of the y
while		easures shall not be considered	Paymen t for every
calculating appli availability.	cation		subsequent hour of downtime at a stretch

or in parts for total

		down time more than
		10
_		hours

Penalties

The total deduction should not exceed 20% of the Quarterly payment.
Three consecutive quarterly deductions of more than 20% of the applicable fee on account
of any reasons will be deemed to be an event of default and termination.
SLA of the Service Provider shall be evaluated of the contract excluding his performance
during his first full month of independent operation.
SLAs shall be assessed jointly by Project Manager of Service Provider and Authorized
Officer of the corporation. Jointly signed SLA sheet shall be enclosed with the Bill.
SLA parameters may be revised if required in future in consultation with Service provider
All SLAs reports shall be given by Service Provider.
If the performance of Service Provider is not satisfactory then Corporation may engage
another Service Provider at his risk and cost and defaulting Service Provider shall be liable
to compensate the Corporation for all the losses.
Rs. 10,000/- (Rupees Ten Thousand) per day for non implementation of the solution, non
closure of accounts or non furnishing of required reports within stipulated time subject to a
maximum of Rs. 5 lakhs. Once the maximum is reached the contact is liable for termination.

Prices

□ Prices charged for deliverables and Services performed under the Contract shall not be increased from the prices quoted by them in its bid.

Taxes and Duties

The bidder shall be entirely responsible for all taxes, duties, license fees, and other such levies.

Delay in the Bidder Performance

The bidder has to start as per the direction of the client at the designated locations and Services shall be made in accordance with the time schedule prescribed by the Client in the Schedule of Requirements.

If at any time during performance of the Contract, the BIDDER should encounter conditions impeding timely delivery or installation of the Systems or performance of the Services, the bidder shall promptly notify the Client in writing of the fact of the delay, likely duration and its cause(s). As soon as practicable after receipt of the bidder notice, the Client shall evaluate the situation and may at its discretion extend the time for performance, with or without liquidated damages, and revised implementation plan will be prepared by both parties.

Except as provided under GCC Clause, if, bidder fails in the performance of its delivery or installation obligations shall render the liable to the imposition of liquidated damages pursuant to GCC Clause, unless an extension of time is agreed upon by client without the application of liquidated damages.

Liquidated Damages

If the bidder fails to deliver Services or install any or all of the systems or if any of the services fail to gain Acceptance within the period(s) specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the performance security, as liquidated damages, a sum equivalent to the percentage of the Contract price specified in SCC. Once the

maximum is reached, the Client may consider termination of the Contract. If delivered or installed goods and/or Services cannot be put to use without the undelivered goods/Services, the damages will be calculated using the total price of the goods/services that cannot be put to use.

Application of LD

Liquidated damages shall be assessed as per the millstones as per schedule, submission of deliverables and its acceptance".

Termination for Default

The Client, without prejudice to any other remedy for breach of Contract, may terminate this Contract in whole or in part by giving 30 days advance notice; if the bidderfails to deliver any or all of goods/services or to install any or all of the Systems within the period(s) specified in the Contract, or within any extension thereof granted by the Client or if he fails to perform any other significant obligations(s) under this contract. In the event the Client terminates the Contract in whole or in part, the Client may procure, upon such terms and in such manner as it seems appropriate, goods/services similar to those undelivered, and the BIDDER shall be liable to the Client for any excess costs for those similar goods or Services. However, the BIDDER shall continue performance of the contract to the extent not terminated.

Termination for Insolvency

The Client may at any time terminate the Contract by giving written notice to the bidder, if they become bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client

Force Majeure

The Bidder shall not be to liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the and not involving bidder 's fault or negligence and not foreseeable. Such events may include, but are not restricted to, actsof the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the BIDDER shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If an event of Force Majeure continues for a period of one hundred and eighty (180) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

Resolution of Disputes

The Client and the bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Client and the bidder have been unable to resolve amicably a contract dispute, either party may require that the

dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

The dispute resolution mechanism shall be as follows:

In case of a dispute or difference arising between the Client and the BIDDER relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996. The place of Arbitration shall be at Hyderabad only.

Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in same languages.

Applicable law

The contract shall be interpreted in accordance with appropriate Indian laws.

No interest for performance Guarantee

No interest shall be paid on the earnest money, security deposit and the amount retained against performance guarantee.

Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's last known address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

Inspections and Acceptance Test

Inspection: The Client or its representatives shall have the right to inspect the commissioning works or any other work that would carried as part of contract execution for its quality to confirm their Contract specifications at point of development/delivery and/or at the final place(s) of delivery. The bidder shall arrange necessary systems, people and equipment for such inspections. Should any inspected or tested or delivered services fail to conform to the Contract specifications or to pass the Acceptance tests as defined jointly in the Project Plan, the Client may reject the services, and the bidder shall either replace the rejected delivered goods/services or make alterations as necessary to meet the specifications free of cost to the Client.

Bidder's Obligations

The will abide by the job safety, insurance, customs and immigration measures prevalent and
laws in force in the Client's country, and will indemnify the Client from all demands or
responsibilities arising from accidents or loss of life. The BIDDER will pay all indemnities
arising from such incidents and will not hold the Client responsible or obliged.
The BIDDER is responsible for, and obligated to conduct all contracted activities with due care
and diligence, in accordance with the Contract and using state of the art methods and economic
principles, and exercising all reasonable means to achieve the performance specified in the
Contract.
The BIDDER must provide a team of qualified technical persons for constant interaction with
TSMDC Ltd officials during the entire duration of contract including installation,
customization, testing, validation, trials, live running and maintenance.
The BIDDER is responsible for, and obligated to work closely with Department Designated
Project development team. The Intellectual Property Rights of the developed System lies with
User Department. The TSMDC Ltd team will associate throughout the process of development.
However the submission of the project deliverables is the responsibility of the RIDDER

☐ The BIDDER is obliged to work closely with the Client's Project Manager and staff, act within
its own authority, and abide by directives issued by the Client that are consistent with the terms
of the Contract. BIDDER is responsible for managing the activities of its personnel, and will
hold itself responsible for any misdemeanors.
☐ The BIDDER shall appoint an experienced Representative to manage its performance of the
Contract within 15 days from Contract signature. The Representative shall be authorized to
accept orders and notices on behalf of the BIDDER, and to generate notices and commit the
BIDDER to specific courses of action within the scope of the Contract. The Representatives
may be replaced only with the prior written consent of the Client.
☐ The BIDDER shall develop the final Project Plan based on Contract requirements, to be
submitted to the Client for review and approval within the number of days specified in SCC
from the Effective date of the Contract, with all reasonable and necessary input from the
Client.
☐ The BIDDER shall complete Delivery, Installation and Acceptance of the Systems in accordance
with Contract requirements (as may be further elaborated in SCC and the Project Plan).
☐ The BIDDER is obliged to implement the "Minimum Wages Act" of the state. If it is noted that
the act is not followed, the contract may be terminated.
☐ Maintenance Calls: The maintenance calls during warranty and AMC period should be attended
as per terms and conditions in AMC agreement, for which a register shall be maintained by
department and no extra cost shall be paid beyond the contract price.
☐ Insurance to men, machine and material
Payments:
☐ Charges will be paid on quarterly basis during maintenance phase (Completion
certification shall be enclosed) for the preceding quarter on receipt of bills from the vendor and
the rates quoted shall remain valid till three years from the date of contract

7.7 Contract Period

The contract period is up to 3 years from date of signing of Contract Agreement. After 3 years, the contract period may be extended on mutual understanding between the User Department & Service Provider.

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

7.8 Project Time lines

Project Timelines:

The identified agency shall deploy the required manpower and take over the operations from the existing agency within 2 weeks from date of issue of work order and undertake the works as per Scope of Work for a period of '3 years.

Sno	Subject	Timelines
1	Migration Phase:	T +2 weeks
	Documentation for the phase I, which includes but not limited to the following;	
	1. Project (Phase-I) implementation plan.	
	2. Business Blueprint	
	3. Hardware and Network Assessment document	
	4. Configuration Document	
	5. FRS	

	 6. To Be Process Documents 7. SRS and application Design Documents 8. Data Digitization and Data Migration Strategy 9. Training and Change Management plan 10. User Acceptance Report 	
2	UAT and delivery of application	T+5 Weeks
3	Operations & Maintenance	T+36 Months

Where "T" is the date of signing of the contract

8 Table of Sample Forms and Procedures

8.1 Bid Letter Form

From:

(Registered name and address of the Agency)

To:

The Managing Director,

Sub: Request for Proposal for Selection of service provider for Maintenance of SSMMS application at TSMDC

Ref: tender document No. <<....>> dated <<>>

Dear sir,

Seal

With reference to your "Request for Proposal for Selection of Service provider for Maintenance of SSMMS application at TSMDC", we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

We acknowledge and unconditionally accept that the Department can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the tender document and related documents, in short listing of Agency for providing services.

We have submitted EMD of Indian Rupees[] Lakhs and Tender fee of Indian Rupees[] online through NEFT/RTGS in the <<Account details>>.

We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

We agree to abide by our offer for a period of 180 days from the date of opening of prequalification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender document and the conditions of the contract applicable to the tender document. We do hereby undertake to provision as per these terms and conditions.

In the event of acceptance of our bid, we do hereby undertake:

To supply the products and commence services as stipulated in the tender document. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the tender document.

We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us

We understand that the Department may cancel the bidding process at any time and that Department is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

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

In case of any clarifications	please contact	email at	
Thanking you,			
Yours sincerely,			
(signature of the Prime bidder)		
Name			
Designation			

Date:	
Place:	
Business Address:	

Note: Pre-Qualification Bid Covering Letter should submit on Bidder's company letter head with authority's sign and seal.

8.2 Company profile

A .Brief company profile (required for both bidder and consortium member)

Sl.	Particulars	Description or details
1	Name of Bidder	
2	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3	Main business of the Bidder	

4	Registered office address	
5	Incorporation/Registration date and number	
6	Service Tax number	
7	GST number	
8	PAN details	
9	Primary Contact Person (Name, Designation, address,	
	mobile number, fax, email)	
10	Secondary Contact Person (Name, Designation,	
	address, mobile number, fax, email)	
11	EMD details	
12	Role in Consortium (if applicable)	Brief scope of work in the
		consortium

8.3 Financial Turnover

The financial turnover of the company is provided as follows:

Annual Turnover(Rs. In crores)	
2022-23	
2021-22	
2020-21	

Copy of audited financial statements or declaration from the appointed statutory auditor/CA to be provided as proof of the financial turnover Positive net worth, as on the last date of latest audited financial year. Copy of self-certified statutory auditor certificate/CA to be submitted along with the bid

8.4 Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Prime Bidder:

Place

Date

To,

Γ

]		
service provider	for for Maintenance of S	acklisted in response to the Request for Proposal for selection of SSMMS application at TSMDC <<>> dated <<>>
Dear sir,		
whatsoever by Department in G	the State of Telangana Central Government in I fraudulent practice, coe	m,, is currently not blacklisted in any manner or any other Government of Telangana undertaking or any India on any ground including but not limited to indulgence in revive practice, undesirable practice or restrictive practice.
Date:	Place:	Business Address:
amendments) r deviation either Specification,	fy that our offer is exactor dated er Technical (including	tly in line with your tender enquiry/tender document (including This is to expressly certify that our offer contains no but not limited to Scope of Work, Business Requirements s Specification, and Technical Requirements Specification) or form.
(Authorized	signatory)	
Signature:		
Name:	Designation:	Address:
Seal:		
Date:		
This is to certif		total responsibility for the defect free operation of the proposed
solutions as pe of the tender do		tender document for the duration mentioned in all the volumes
(Authorized	signatory)	
Signature:		
Name:	Designation:	Address:
Seal:		

Date:

8.7 Certificate for Project execution experience from the Client

This is to certify that <Name of the Bidding entity> has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client's Name, Contact no. and Complete	
address	
Contract Value for the bidder (in Indian	
Rupees)	
Current status of the project	
(Completed/Ongoing)	
Activities completed by bidding entity as on	
bid submission date	
(N.B Only relevant activities as sought in	
theCriteria to be included)	
Value of Work completed for which payment	
has been received from the client.	
Date of Start	
Date of Completion	

/ A /1 1 1	• , ,
(Authorized	signatory)
(1 Iutiloi izeu	51511attily)

Signature:

Name: Designation: Address:

Seal:

Date:

Appendix I-Formats for Submission of the Technical Bid Tech I-Technical Bid Check-List

			Page No. and
	Checklist		Section No.
SL	Item	Compliance (Yes/No)	in the Bid
1	Technical Bid Letter		
2	Credential summary		
	Project Citations and Self-		
3	certifications, as applicable		
4	Detailed proposed solution		
	Project plan and manpower		
5	plan		
6	Proposed CVs		
7	Compliance to Requirement		

(Technical /	' F	unctional	
Specifications)			

Tech II-Technical Bid Covering Letter

Date:

To,

[]

Subject: Request for Proposal for selection of service provider for Maintenance of SSMMS application at TSMDC tender document No. <<.....>> dated <<>>

Dear Sir,

We, <<name of the undersigned Bidder >>, having read and examined in detail all the bidding documents in respect of "Request for Proposal for Selection of service provider for Maintenance of SSMMS application at TSMDC System do hereby propose to provide our services as specified in the bid submitted by us.

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.

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

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 Authority, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed in the tender document.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by the Department.

Thanking you,

Yours sincerely,

(Signature of the Prime Bidder)

Printed Name

Designation

Seal

Date:	Place:	Business	Address
Date:	Place:	Dusiness	Address

Tech III-Credential Summary

	III-Credentia		/				
SNO	Project	Client	Client	Project	Project	Document	Proj.Status
	Name	Name	type	Value	Components	evidence	(Completed/
				(INR)		Provided	Ongoing/
						(Yes/No)	With held)
1							
2							
3							
4							

3								
	Client typ	pe – Indica	ite wheth	er the clie	ent is Gove	rnment or PSU.		
	Project C	component	s – Indio	cate the m	ajor projec	et components o	of the application	development
	for Land	records de	velopme	nt and dep	oloyment, s	support and mair	ntenance etc.	
[Documer	ntary evid	ence pro	ovided –	Indicate th	ne documentary	evidence provi	ided with the
	detailed p	project cre	dentials l	ike compl	etion certif	ficate.	-	
[Project S	tatus – Co	mpleted	(date of pi	oject comp	oletion) or Ongo	ing (project start	date)
			_	-	-			

Tech IV-Bidder's Experience -Client Citations

Prime Bidder or Consortium member is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of Location	the	Project&			

Tech V-Structure of Proposed Solution

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

Sl.No	Item
1	Understanding of requirement and Implementation approach
1.1	•Understanding of requirements
1.2	Work Plan & its adequacy
2	Robustness and quality
2.1	End to end integrated solution
2.2	Integration approach encompassing all solutions
2.3	•Timelines and modalities for implementation in a time bound manner
2.4	•Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fallback strategy and planning during rollout
2.5	Any other area relevant to the scope of work and other requirements of the project
3	Assessment of Manpower deployment, Training and Handholding plan
3.1	Deployment strategy of Manpower
3.2	•Mobilization of resources and additional resources as required
3.3	Training and handholding strategy
3.4	•Contingency management

Appendix II: Financial Proposal Template Form 1: Covering Letter To:	
<location, date=""></location,>	
<name></name>	
<designation></designation>	
<address></address>	
<phone nos.=""></phone>	
<fax nos.=""></fax>	
<email id=""></email>	
Subject: Submission of the Financial bid for service provider for Maintenance of SSMMS application at TSMDC Dear Sir/Madam,	l
	61
	υı

We, the undersigned, offer to provide the Implementation services for service provider for Maintenance of SSMMS application at TSMDCin accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the tender
documents. All the prices and other terms and conditions of this Bid are valid for a period of
<days> calendar days from the date of opening of the Bid.</days>

We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately
under relevant sections.

□ We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. OUALIFYING DATA

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

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the tender document. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this tender document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

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

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

Yours sincerely, Authorized Signature: Name and Title of Signatory: Name of Firm: Address:

Form 2:FIN1 : Financial Proposal (Summarized)

Bidders are instructed submit cost in lumsum basis for three years and should submit break up for Implementation cost mentioned resource and operation cost during the project period, Only mentioned resources only able to pay the remuneration under this project.

Item	Amount in Rs.(Lumsum)
Total Costs of Financial Proposal	

Indicate the total costs, net of local taxes, to be paid by the client in each currency. such total costs must coincide with the sum of the relevant sub total indicated in all forms FIN-3 provided with the proposal

Form FIN 2: Breakdown Of Costs by activity

rominical Brownias (in or costs of working				
Cost Component	Costs			
Remuneration				
Reimbursable Expenses				
SP Charges				
Sub totals				

- 1. Form FIN-2 shall be filled for the whole assignment .The sum of the relevant Sub total of all forms.FIN-2 provided must coincide with the total Costs of Financial Proposal indicated in Form FIN-1.
- 2. Remuneration and Reimbursable expenses must respectively coincide with relevant Total costs indicated in forms FIN-3.

Form FIN-3: Break down of Remuneration

No.	Position	Name	Rate*	SM	Amount
	Key professional Staff)				
1.					
2.					
3.					
4.					
5.					
6.					
7.					
	Total				

SM = Staff Month

- 1. Form FIN-3 shall be filled in for the same Professional and support staff listed tender document
- 2. Professional Staff should be indicated individually, support staff should be indicated per category
- 3. Positions of the Professional Staff coincide with the ones indicated in tender document
- 4. Indicate separately Staff-month rate and currency for home and field work.

Appendix III: Template for PBG Form 1: Performance Bank Guarantee

PERFORMANCE SECURITY:

- <Name>
- <Designation>
- <Address>
- <Phone Nos.>
- <Fax Nos.>
- <Email id>

Whereas, <<name of the SELECTED BIDDER and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary") And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<Insert Date>>) Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.