



**TELANGANA STATE INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED**

(A Govt. of Telangana Undertaking)

**Request for Proposal**

**For**

**Post implementation support, maintenance and enhancements for Oracle E-Business Suite (R12), Database and its applications, website, online applications**

**&**

**Complete maintenance of IT Systems and its accessories**

**MARCH 2019**

**Telangana State Industrial Infrastructure Corporation Limited (TSIIC)**

6<sup>th</sup> Floor, ParisramaBhavan, Fateh Maidan Road, Basheerbagh, Hyderabad-500004

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## Invitation for Competitive Bidding

### “Post implementation support, maintenance and enhancements for Oracle E-Business Suite (R12), Database and its applications, website, online applications & Complete maintenance of IT Systems and its accessories”

TSIIC, Telangana is inviting the bids.

Tender Call notice for “Post implementation support, maintenance and enhancements for Oracle E-Business Suite (R12), Database and its applications, website, online applications & Complete maintenance of IT Systems and its accessories”

1.1 The schedule of requirements consists of the following:

IT Systems Maintenance & Operation support for:

- a. TSIIC web site
- b. TSIIC ERP System
- c. Websites linked in TSIIC website:

S.No.	System Description	URL
1	Land Allotment System	<a href="http://onlineapps.tsiic.telangana.gov.in:8888/tsiicweb">http://onlineapps.tsiic.telangana.gov.in:8888/tsiicweb</a> <a href="http://45.127.101.85:9092/">http://45.127.101.85:9092/</a>
		<a href="http://onlineapps.tsiic.telangana.gov.in:8888/SR_HMWS/">http://onlineapps.tsiic.telangana.gov.in:8888/SR_HMWS/</a>
		<a href="https://ts-roadcutting.cgg.gov.in">https://ts-roadcutting.cgg.gov.in</a>
		<a href="http://onlineapps.tsiic.telangana.gov.in:8888/service/">http://onlineapps.tsiic.telangana.gov.in:8888/service/</a>
		<a href="https://tsialas.cgg.gov.in">https://tsialas.cgg.gov.in</a>
		<a href="http://tracgis.telangana.gov.in/TIS/TISNEW/tsiic/Reports/DistrictWiseInfo.aspx">http://tracgis.telangana.gov.in/TIS/TISNEW/tsiic/Reports/DistrictWiseInfo.aspx</a>
		<a href="http://onlineapps.tsiic.telangana.gov.in:8888/KPI/tsiicfi/employeeelloginforKPI.jsp">http://onlineapps.tsiic.telangana.gov.in:8888/KPI/tsiicfi/employeeelloginforKPI.jsp</a>

- d. Server Administration, Performance Tuning & Trouble shooting for all TSIIC Servers.

## 1.2 Time Schedule for various tender related events:

Bid Calling Date	<b>05.03.2019</b>
Pre-bid conference (Date, Time & Place)	<b>12.03.2019</b>
Last date/time for receipt queries from bidders	<b>12.03.2019</b>
Bid Closing date and time	<b>19.03.2019</b>
	<b>20.03.2019</b>
Pre-qualification bid opening date	
Processing Fee	<b>Rs.11800/- (Incl. GST).</b>
Contact Person details	<b>Suraj Kumar Kotla, Manager (MIS).</b>
Contact Email	<b>suraj.iic@telangana.gov.in</b>
Reference No.	<b>+91 99519 55044</b>

1.3 Companies who are interested in participating the bids may please ask the contact person for details or visit <https://tsiic.telangana.gov.in/>

1.4 Bidders who are interested to participated in Pre-bid should purchase Bid document before Pre-bid meeting only, no other bidder is permitted without purchase of bid document.

1.5 A complete set of bid document may be obtained by interested bidders on the submission of a written application addressed to "The Vice Chairman & Managing Director, Telangana State Industrial Infrastructure Corporation Ltd (TSIIC). 6th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh, Hyderabad-500004" by paying a non-refundable amount indicated in **Section 6**. The payment can be made in the form of Demand Draft drawn in favor of "**TSIIC Ltd.**".

1.6 Communication officer details :

Name : Suraj Kumar Kotla

Designation: Manager (MIS)

PhNo: +91 99519 55044

e-Mail ID: suraj.iic@telangana.gov.in

## 1. Abbreviations & Acronyms

<b>Abbreviation / Acronym</b>	<b>Description</b>
<b>TSIIC</b>	<b>Telangana State Industrial Infrastructure Corporation</b>
<b>VC</b>	<b>Vice Chairman</b>
<b>BCP</b>	<b>Business Continuity Plan</b>
<b>MD</b>	<b>Managing Director</b>
<b>GIS</b>	<b>Geographical Information Systems</b>
<b>DR</b>	<b>Disaster Recovery</b>
<b>SWAN</b>	<b>State Wide Area Network</b>
<b>TS</b>	<b>Telangana State</b>
<b>SDC</b>	<b>State Data Center</b>
<b>ITE&amp;C</b>	<b>Information technology, electronics and Communications</b>
<b>IT</b>	<b>Information technology</b>

## 2. Pre -Qualification Criteria

The bidders participating for the supply of technical manpower resourcing services should meet the below criteria:

**3.1. Legal Status:** Bidder must be an IT service provider for IT/ITES firms registered under companies Act, 1956 and also registered with the GST authorities. They must have completed 3 years of operations/ business as a Firm / Company. Bidder should have a registered office at Hyderabad as on Bid Calling date.

*Supporting Documents:* RoC, PAN, Service Tax Registration Certificate copies showing the address of the Registered Offices in both the States, to be submitted.

**3.2. Financial Turnover:** The bidder shall have an annual turnover of least Rs.2.00 Crores from IT applications/systems maintenance support services including server maintenance support services in any one year during last 3 financial years i.e. in 2015-16, 2016-17 and 2017-18. The bidder should be a profit-making enterprise with a positive net worth in the past 3 financial years (2015-16, 2016-17 and 2017-18).

*Supporting Documents:* Should submit certificates from a Chartered Accountant, or ITRs along with extracts of the balance sheet to support this claim.

**3.3. Technical Manpower Resources Availability:** The bidder must have on a roll at least 50 qualified professionals with skills in the area of software development & maintenance, database administration, system administration, ERP operations & management, cyber & information security and DR site operations related services as on date.

Out of the available qualified technical staff, the bidder should have the following resource on his payroll:

- resources skilled in Oracle ERP (Modules: Financials/HRMS/Technical)
- resources skilled in Java
- resources skilled in Oracle database administration
- Resource skilled in GIS
- resources with Network and Service Engineers

*Supporting Documents:* Should submit an undertaking on its letterhead duly signed by the authorized representative declaring the availability of the qualified staff with their educational qualifications and skill sets.



**3.4. Prior Experience:** The bidder must have experience of providing at least 30 technical manpower resources for ERP/IT Systems support (10-Members ERP, 10-Members of Java developer and 10 any IT support related to application maintenance/development) to any Central/State Government / PSU/Private unit in India in last 3 years.

*Supporting Documents: Work order copies, Satisfactory Performance letters from the client. These are to be submitted to support the claim along with Forms*

**3.5. Certifications:** The bidder should possess the following valid quality Certifications as on bid calling date:

- ISO 9001:2015 certificate for technical services related to IT /ITES domain.
- The Bidder should be certified partner of Oracle Systems in India (Gold/Platinum Partner).

*Supporting Documents: Copy of the valid certificate as on bid calling date and undertaking to renew the certificate from time to time to be submitted*

**3.6. The bidder should not have been blacklisted by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government as on bid calling date.**

*Supporting Document: Self-Certificate declaring that the bidder is not blacklisted to be enclosed in the bid.*

**Note:** The Bidder must enclose valid documentary proof for the above items along with Pre-qualification bid itself.

**Important Note:**

1. Consortium bids are **not** permitted in this tender.
2. Representations received from the bidders within pre-qualification bid only consider for changes and within a day from the date of opening of commercial bids on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected and any clarifications
3. The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, TSIC, Telangana reserves the right to seek clarification from the bidder and may disqualify the bidder for bidding mistakes, missing document and for the unclear documents.
4. Relevant supporting documents (ink signed) should be furnished without fail otherwise the bid is liable to be treated as "non-responsive".
5. Any bidder who offers discounts/ benefits SuoMoto after the opening of the commercial bid(s) will be automatically disqualified from the current bidding process without any prior notification and may be disqualified for future bidding processes in Department. However L1 may be called for financial negotiations
6. The bidder shall have enough resource pipeline of technical expertise, relevant experience, and requisite infrastructure to execute the project.
7. Application Fee, Earnest Money Deposit, Security Deposit, Performance Guarantee, Bank Guarantee etc. shall be submitted by the nominated representative of the bidder.

8. Deviation from this shall be treated as a termination of the contract and shall attract the liability as specified in the Tender.

## 4. Background Information

### 4.1 TSIIIC, Telangana

- TSIIIC was incorporated under the companies act on 4th September 2014
- TSIIIC is spread over in all districts of Telangana State with 9 Zonal Offices
- TSIIIC has developed more than 150 Industrial Parks which include sector specific Industrial Parks like IT, Biotechnology, Apparels/Textiles, Medical devices, Pharmaceuticals, Autonagars, Automotive Parks and Special Economic Zones.
- **Core functions of TSIIIC include :**
- Identification of potential sites for industrial areas.
- Acquisition/Alienation of lands for Industrial Parks.
- Allotment of land/plots/sheds for various industries on the basis of Land Allotment Regulations 2012.
- Applications up to 5 acres extent and/or the land value upto Rs.100.00 lakhs will be scrutinized and considered by District Industrial Promotion Committee (DIPC) at district level chaired by District Collector.
- Applications for more than 5 acres extent and/or the land value is above Rs.100.00 lakhs will be scrutinized and considered by State Level Allotment Committee (SLAC) Chaired by Vice Chairman & Managing Director, TSIIIC.
- Identification and development of infrastructure projects under PPP mode.
- TSIIIC has full fledged Engineering Wing which providing Infrastructure facilities to all IPs/SEZs/IT Parks/ Biotech Parks/ Textile & Apparel Parks etc., including services like Internal Roads and External Connectivity, Water Supply, Power Supply, Storm Water Drains & Internal Drainage arrangements & Obtaining Environmental Clearance.
- TSIIIC Industrial Parks are managed by Industrial Area Local Authority (IALA). **Single point authority** delegated with the functions of local bodies
- IALAs are self-sustained entities and provide all facilities to the industrial units and also manage the common facilities

**TSIIC Online Services:**

- Land Allotment:
  - <http://onlineapps.tsiic.telangana.gov.in:8888/TsiicWeb/>.
  
- Building Plan Approval – DPMS:
  - <http://45.127.101.85:9092/>
  
- Water Supply in IALAs:
  - [http://onlineapps.tsiic.telangana.gov.in:8888/SR\\_HMWS/](http://onlineapps.tsiic.telangana.gov.in:8888/SR_HMWS/)
  
- Road Cutting / Right of Way (ROW) Permission:
  - <https://ts-roadcutting.cgg.gov.in>
  
- Property Tax Payment:
  - <https://tsialas.cgg.gov.in>
  
- Service Request:
  - <http://onlineapps.tsiic.telangana.gov.in:8888/service/>
  
- GIS System is implemented & maintained by TRAC:
  - <http://tracgis.telangana.gov.in/TIS/TISNEW/tsiic/Reports/DistrictWiseInfo.aspx>

GIS system provides access to following information:

- The Geographical Location of the Industrial Park (IP) and boundaries.
- Total number of plots in particular IP
- Plot details like plot number, area, cost of the plot, status of the plot (Allotted / Vacant).
- Entrepreneur Name and Line of Activity (For allotted plots).
- Nearby Surrounding Places like substation, airport, national highway etc.,

KPI information can be accessed by:

- <http://onlineapps.tsiic.telangana.gov.in:8888/KPI/tsiicfi/employeeeologinforKPI.jsp>

**All TSIIC systems are hosted in SDC . Cyber security & Information security aspects are addressed by SDC Operations team.**

## 5. Scope of Work

The broad scope of work involves the supply of technical manpower resources for maintenance & operations support of ERP and IT Systems for TSIIIC Head office and the team should develop any new/additional requirements assigned by department. The proposed team members should operate from O/o TSIIIC, Telangana. Bidder should be able to provide additional support upto 10% without any additional charge, if it exceeds department will scrutinize and estimate for additional cost.

The detailed scope of work is given below:

### 5.1 Technical Manpower for ERP and IT Systems:

- I. Provide technically qualified manpower resources with enough experience in the relevant technologies to undertake IT systems operational support as given in **section 5.4**.
- II. Ensure that the manpower resources are verified for their qualifications, certifications & experience
- III. Provide Technical manpower to fulfill the requirements as given in the indicative Project Management Unit (PMU) composition in **section 5.4**.
- IV. Provide Resources whose profiles are in alignment to the Job/Role Description given in **section 5.10**.
- V. Ensure Timely fulfillment of positions as per the timelines shared by the TSIIIC from time to time
- VI. Flexible supply of Technical Resources for ad-hoc requirements in TSIIIC.

### 5.2 Program Governance

- I. Visibility to resource utilization through the weekly/monthly/quarterly report as agreed
- II. Adhere to timelines in the Service Level Agreement for deployment and/or redeployment of resources as per the requirements of TSIIIC
- III. Resolution of issues related to poor performance, integrity, conflicts, etc.
- IV. Coordination with SDC team for server related maintenance aspects

### 5.3 Resource Inventory

- I. Maintain adequate inventory of resources to meet the variations in demand of maintenance of application and on to development of new applications based on requirements
- II. Ensure availability of specialized technical resources such as ERP developer, DBA, Information Security Auditor, Cyber Security Specialist, Web Architect, etc., as per the requirements of TSIIIC
- III. Provide backup resources on demand to meet unforeseen contingencies

### 5.4 ERP and IT Systems Support:

TSIIIC is implementing the ERP and Other IT systems with the following requirements:

1. Management and maintenance of ERP system, infrastructure, tools, applications ensuring a best practice approach to maintaining ongoing updates of ERP platform and ensuring continual compliance with software Vendor maintenance schedules.
2. Critical evaluation of existing applications and IT infrastructure and the gaps in supporting the future vision, when found necessary, should be assessed. Given this requirement, it would be necessary to involve stake holders where such applications are in reasonable use. In case multiple applications are in use, a comprehensive criteria for qualifying such applications would need to be defined along with a functional gap assessment so that the same could be considered for re-

engineering select software application(s), especially where investments have already been made by TSIIC.

3. The relevant Acts, Rules, Guidelines, Orders, etc, should be examined. Specific recommendations and implementation to be made by the Consultant to ensure that the new process could be adopted without any problems. The same shall be planned and initiated within the project deadlines.
4. The TSIIC will provide the base set of process and high-level requirements. Based on the proposed set of processes and high-level requirements, a comprehensive set of functional and non-functional requirements should be developed. Such requirements should be holistic, end-to-end and cover macro and micro level functions including MIS, data archival and analysis that would be necessary both at operational level and policy decisions.
5. There might be a need to take care of critical mass of data to enable operational effectiveness. This may involve transfer of data both from current system that are in electronic form as well as paper documents. Additional effort may be required to map existing data items to possible new codifications of schemes/structures that could be introduced as part of the new processes. The guidelines related to the migration of data, estimation of data volumes; formats/standards to be adopted for data elements (including digitization of documents, if applicable), data/document retention period and approach to be adopted in respect of data migration need be laid down by the Consultant such that co-existence of paper and electronic records is possible including digital authentication mechanisms where necessary (depending on the approach that has been proposed). For any data entry work, the Consultant should conduct a time and motion study for data entry and quality check for sample records.
6. Support and maintenance services to include Change Management, customizations, new Development, enhancement training, support to address as many of the functional requirements as intended by TSIIC for the support duration as per the agreed timelines signed off by the contracting parties
7. Streamline business processes by deploying 'best practices' of the latest application release functionality through system integration and capabilities, e.g. automated workflows for automatic notifications and approvals
8. Work with Departments to take the agreed standard and customized processes and complete any functional designs
9. Fixing of gaps in implemented ERP encompassing all department functions of TSIIC
10. Accountable and responsible for the successful integration of all modules.
11. Balance the business requirements between all groups and ensure the systems are operating effectively and efficiently. Ensure a periodic comparison of business needs with available new functionality.
12. Establish a comprehensive, scalable support team, to provide the day to day support needs of diverse business applications (Engineering, Asset Management, Human Resource, Payroll, Finance and Legal) and business requirements.
13. Establish and maintain end user system knowledge by providing ongoing training and Help Desk support.
14. Auto updation of plot status

15. The support services will address the following business areas:

**Engineering**

- Preparation of Estimates Budget Setup
- Raising Purchase Order M-Book Setup

**Work Progress**

- Approvals Workflow (Authentication Process) with respect to Projects, Sanctions & Budgets where ever applicable
- Integration of Vendor Bills with Finance Integration with MD Dashboard
- Integration with Asset Management (Land Acquisition and Property Manager)
- Automation of reports issued to entrepreneur Approvals workflow
- MIS and notifications to respective Managers and entrepreneurs on different events
- Integration with Finance
- Audit log of allotment process & Implementation monitor
- Work implementation reports, with targeted setting based on timelines and MIS report on delay of works.

**Asset Management (Land Acquisition and Property Manager)**

- Creation of property, requisition, advance possession, maintenance, online application, allotments, provisional allotment letters, etc.; all of it integrated with the GIS platform to accurately reflect the status of lands in TSIC and MIS for the same.
- Maintenance of service requests module ie., request of change of line of activity, firm name, constitution, request for grant of extension of time, execution of agreement of sale and deed of sale etc. and further enhancements.
- Automation of Reports issued to entrepreneur (Extension of time, cancellation etc)
- Approvals workflow
- Notifications to respective Managers and entrepreneurs on different events
- Integration with Finance
- Audit log of Allotment process & Implementation monitor

**Finance**

- General Ledger, Accounts Receivables, Payables, Fixed Assets, Cash Management
- Sub ledgers for debtors and creditors, staff advances Merging the transactions

- Eliminate Redundancy of Suppliers and customer Data E-Collections and auto-generation of receipts
- Review of fixed asset , reconciliation process and Depreciation Accounting
- Period closing, yearend process and finalization of accounts including notes to accounts and schedules as per the Companies Act 2013
- Maintenance of Payment Gateway ( RTGS/NEFT/Online)

#### **Legal**

- Legal cases Data to be incorporated in ERP Reports to be generated

#### **HR & Payroll**

- HRMS & Payroll Integration with Finance Modules with respect to loan disbursement, reconciliation, Loan recovery details, leaves management , salary payments, etc
- Earned leave and sick leave reports
- Income Tax Calculation for the Financial Year

#### **Database administration and Maintenance**

- Regular monitoring to the system and Performance
- Patching
- Weekly Cloning
- Database Upgrades & Migrations
- Operating System upgrades and patching
- Database Security
- Code Migrations
- Backups and Recovery
- Disaster Recovery monitoring
- New Environment setups
- Database patching
- Ease of Doing Business

16. Fixing of bugs and integration of modules viz., Oracle Projects, Land Acquisition and Property Management, Case Management etc., including customization wherever necessary and any new enhancements.
17. Suggest standard procedures and improvements to avoid data inconsistency for smooth flow of information.
18. Java based applications (Online Application, Committee Management Module), installation/Renewal of SSL Certificate and maintenance of TSIIIC portals.
19. Grievance Redressal System and Tappal Monitoring System
20. Integration of TSIIIC's ERP system Oracle EBS with TSIIIC GIS for Industrial Land.



21. Integration of Online Application and TSIC Portals with Oracle EBS and other Government Applications
22. Development of Business Intelligence/Analytics / KPI and Integration with MD Dashboard/CM Dash Board and development of mobile based applications for capturing the status of projects etc., and integration with ERP.
23. Integration of ERP modules with DPMS (Development Permission Management System)
24. Ease of Doing Business recommendations by DIPP shall be implemented based on requirement raised by TSIC along with modification and maintenance of the system.
25. Reports and Forms Development
26. Application monitoring and maintenance i. Schedule and monitor automated processes ii. Application Patching (including testing) iii. Internal controls set up and monitoring
27. Database Monitoring and Maintenance i. Application and Database upgrades ii. Continuous analysis and improvement iii. Minor Upgrades (Development, Impact Analysis, Execution) iv. Major Upgrades (Planning and Scoping, Partner Selection, Execution)
28. Development of Single sign-on (SSO) to access multiple applications by the users.
29. Maintain Application System Documentation, Revised training manuals with setups
30. Trouble shooting of servers
31. SMS and Email Integration
32. Payment Gateway Integration
33. Dashboard
34. MIS Reports from requisition stage to allotment of land, etc.
35. Complete maintenance of IT systems & its accessories
36. Development and maintenance of TSIC website with uploading latest updates/tenders
37. Development and maintenance of TSIC mobile app
38. Maintenance and troubleshooting of IT Network in TSIC H.O
39. Development and maintenance of Online applications of TSIC
40. Should provide assessment of Revenue Management business functionality on assets which includes creation/Registration, forms processing , Tax assessment and Billing, Collection processing , Disbursements and Over payments , Profit and Loss statements
41. Generate dash boards based on assets for revenue management and provide trending analysis reports.

## 5.10 Role-based Job Descriptions

### • ENTERPRISE SYSTEM DIRECTOR

#### Role Expectations:

- Single Point of Contact for all technical/operational issues related to ERP and IT Systems in TSIC
- Design and develop of new requirements
- Ensure compliance to Security Advisories
- Proactive resource planning and deployment as per the requirements of TSIC
- Implement Policy decisions by TSIC regarding ERP and IT Systems
- Adherence to Service Level Agreement Parameters for ERP and IT Systems
- Adherence to ERP and operational timelines set by TSIC
- Provide visibility to team performance through monthly reports
- Identify critical risk factors and implement risk mitigation
- Maintenance of performance of database, threshold values and application performance levels
- Monitoring on the network level configuration with servers and department network systems
- Coordination with SDC for Server level aspects

#### Qualifications:

- B.Tech/M.Tech / MCA / M.Sc (IT)/M.Sc. (Computer Science) from recognized institutions/universities

#### Experience:

- Min. 12 years' experience in IT/ITES domain/industry
- 4+ years' experience in Project/Program Management
- Min. 5 years' experience in Implementation, maintenance of Oracle ERP application.
- Experience on operational support of web-based Enterprise IT systems implemented on Java platform
- Experience on implementation of any 2 eGovernance projects
- Good communication skills

### ▪ ORACLE FINANCIALS CONSULTANT

#### Role Expectations:

- Design activities defining requirements, testing and provide direction to TSIC and team members.
- Map the Business process / Business requirement of TSIC into oracle ERP software.
- Defining software, hardware and network requirements
- Developing required solutions and implementing new systems
- Designing, testing, installing and monitoring systems
- Perform daily activity reporting against plans and schedules
- Perform as developer to build required packages and load data using API and implement Oracle SCM/ FINANCIALS/ HRMS/ HYPERION application.
- Training users and other consultants

#### Qualifications:

- B.Tech/MCA/MBA/CA/ICWA/M.Sc. (IT)/B.Sc. (IT)/M.Sc. (Computer Science)/B.Sc. (Computer Science)

#### Experience:

- Min. 5 years' experience in implementing Oracle ERP application. Microsoft.Net framework-based web projects
- 2+ years' experience in implementation of Oracle Financials
- Should handle at least one Government/Govt sector project.

### ▪ ORACLE HRMS/PAYROLL CONSULTANT

#### Role Expectations:

- Design solutions and provide options to best meet business requirements
- Worked on HRMS Functionalities like Fastformulas, Conversion scripts, Benefit Plans, payroll processing
- Manage the integration of the HRMS application and reports with other IT systems
- Should be able to prepare configuration documents and functional design documents
- Should be able to lead discussions with TSIC and other IT teams
- Strong communication skills
- Training material preparation and maintenance Maintain and update end-user & procedure system documentation where applicable

**Qualifications:**

- B.Tech/MCA/M.Sc. (IT)/B.Sc. (IT)/M.Sc. (Computer Science)/B.Sc. (Computer Science)

**Experience:**

- Min. 5 years' experience in implementing Oracle ERP HRMS
- 2+ years' experience in Java based projects

▪ **ORACLE TECHNICAL CONSULTANT**

**Role Expectations:**

- full software development lifecycle for software applications
- Evaluating TSIC requirement, developing customized applications and draft technical and functional design documentation.
- Functioning as integrators between business needs and technology solutions, helping to create technology solutions to meet TSIC business needs.
- Developing dashboard wireframes and designing requirements based on discussion with an understanding of technical and visual design considerations.
- Developing and maintaining project deliverables for clients for all phases of the software development lifecycle to substantially build the system functionalities
- Identifying and resolving defects during test cycles and in the support phase of ERP projects by checking data and setups including master data, transactional data, order activity rules, workflow, integrity reports and approval routing.
- Unit & System Testing of code changes

**Qualifications:**

- B.Tech/MCA/M.Sc. (IT)/B.Sc. (IT)/M.Sc. (Computer Science)/B.Sc. (Computer Science)

**Experience:**

- Min. 5 years' experience in implementing and maintenance of Oracle EBS ERP application
- Experience in PL/SQL, Forms & Reports

▪ **ORACLE APPLICATION DBA**

**Role Expectations:**

- Installation/maintenance of database server software.
- Design and build databases, schemas, stored procedures, and other database objects
- DB reorganization for query optimization, query performance, etc.
- Assist developers and end-users with database usage, query development, and tuning.
- Design and implement database security schemas
- Support database connectivity with other IT applications
- DB Backups (Automatic / Manual)
- DB Procedures / Triggers / Functions development
- Data integrity checks
- Coordination with SDC for Server level aspects

**Qualifications:**

- B.Tech/MCA/M.Sc. (IT)/B.Sc. (IT)/M.Sc. (Computer Science)

**Experience:**

- 5 years' experience in installation and configuring Oracle ERP/database servers on multiple operating environments,
- Experience cloning to different environment, maintaining & administering of Oracle Databases of Large DB Sizes and ensuring to achieve optimum performance.
- Experience on Migrations and Upgradations.

▪ **SENIOR JAVA DEVELOPER**

**Role Expectations:**

- Maintenance of TSIIIC ERP application and other IT systems
- Responsible for complete SDLC process
- Design, and create solutions using java, UNIX or Windows based OS, microservices, Weblogic Server, iPlanet, JBoss and Oracle Database
- Strong analytical and diagnostic skills
- Analysis, design for the products and services in the wholesale business to fulfill the needs of strategic initiatives
- Understand the business needs and make critical design decisions and implement the same with other team members
- Participate in day to day activities involving design, development, test support, deployment and production monitoring and support
- Communicate with other departments/agencies including business clients on various issues and resolutions to provide the best experience
- Participate in requirement gathering and create design documents

**Qualifications:**

- B.Tech/MCA/M.Sc. (IT)/ M.Sc. (Computer Science)

**Experience:**

- Min. 5-7 years in development of Java,J2EE, framework work technologies
- Have experience in developing Restful web-services, web-service integration, SMS/ Email and Payment Gateway integration.

▪ **JAVA DEVELOPER**

**Role Expectations:**

- Design, and create solutions using java, UNIX or Windows based OS, microservices, Weblogic Server, iPlanet, JBoss and Oracle Database
- Analysis, design for the products and services in the wholesale business to fulfill the needs of strategic initiatives
- Understand the business needs and make critical design decisions and implement the same with other team members
- Participate in day to day activities involving design, development, test support, deployment and production monitoring and support
- Communicate with other departments/agencies including business clients on various issues and resolutions to provide the best experience
- Participate in requirement gathering and create design documents

**Qualifications:**

- Any Graduate / Post Graduate Degree from a recognized institution or University

**Experience:**

- Min. 2-4 years in development of Java,J2EE, framework work technologies
- Have experience in developing Restful web-services, web-service integration, SMS/ Email and Payment Gateway integration.

▪ **NETWORK SUPPORT ENGINEER**

**Role Expectations:**

- Responsible for the installation, implementation, maintenance and support of various networking hardware.
- Monitor a network management application and identify performance or fault anomalies
- Troubleshoot, isolate and resolve simple to moderate complexity network performance anomalies and faults.
- Address issues reported through the Service Desk.
- Install and maintain software monitoring applications and respond to resulting alerts.
- Design simple to medium complexity network topologies for our new and existing customers.
- Other duties as assigned
- Meet Service Level Agreements
- Coordination with SDC for Server level aspects

**Qualifications:**

- Any Graduate / Post Graduate Degree from a recognized institution or University

**Experience:**

- 4-6 years of IT Experience in Infrastructure, networking, firewall, internet, system administration

▪ **GIS SYSTEM INTEGRATOR**

**Role Expectations:**

- Download, prepare, and run scripts to load data into spatial databases on regular intervals
- Review specifications and data changes; adjust scripts and processes where necessary
- Develop/Evaluate new data sources for quality and attribution to support product requirements

**Qualifications:**

- 3 years' experience in web application development & good understanding on GIS Applications and Integrations between Oracle ERP and GIS systems

## 6. Important limits and values related to bid

#	Item	Description
1	Processing Fee	Rs.10,000/- + Rs.1,800/- (GST) Rupees, shall submit in form D.D in favor of TSIIC Ltd.
2	Bid Security (EMD- DD/BG)	Rs.2,00,000/- (Rupees Two Lakhs only) in favor of TSIIC Ltd, The original EMD should be submitted to the department on or before the bid closing date & time.
3.	Bid Validity Period	90 days from the date of opening of bid.
4.	Bid Security Validity Period	45 days beyond the bid validity period.
5.	Contract Period	Initially, 3 years from the date of agreement
6.	Implementation cum Performance Guarantee Value (Rs.)	10% of the contract total value of the contract.
7.	Implementation cum Performance Guarantee validity period	90days beyond the contract period.
8	The period for submission of Implementation cum Performance Guarantee	Within 10 days of receipt of the letter of notification of award.
9	The period for signing contract	Within 10 days from the date of receipt of the letter of notification of award and submission of PBG to the department along with ERP and IT support resource details including Resumes as per the requirements are given section 5.0, Xerox copies of Educational qualifications, Addl. Certificates, Experience & Relevant Experience certificates etc.
10	Penalty & SLAs	As per SLA clause in RFP
11	Address for correspondence in respect of Technical clarifications	The VC&MD, TSIIC, 6 <sup>th</sup> floor, Parishrama Bhavan, Basheer bagh Hyderabad Telangana
12	Payment Terms	<b>Quarterly at end of each quarter based on the review and approval of quarterly performance by the VC&amp;MD TSIIC.</b>

#	Item	Description
13	Bid submission	Physical documents should submit at department. Three sets of bid documents should contain copy of PQ proof documents and copy of financial quotation, should submit separately. Each set should contain these documents and along with soft copies in CD format. Bidders are requested to submit the bids after the issue of minutes of the pre-bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/ complying the changes/ amendments issued if any during the pre-bid meeting in their bid.
14	Other conditions	<p>1.All the documents duly attested by concerned authority person , the copies of the uploaded statements, certificates, documents, original Demand Drafts in respect of Bid Security (except the Price bid/ offer/ break-up of taxes) are to be submitted by the Bidder to the</p> <p style="text-align: center;"><b>O/o The VC&amp;MD,TSIIC</b>  <b>6<sup>th</sup> Floor, Parishrama Bhavan</b>  <b>Basheer bagh</b>  <b>Hyderabad - 500004</b>  <b>Telangana</b></p> <p>as and when required. Failure to furnish any of the submitted documents, certificates, will be entitled in rejection of the bid. The department shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false/ fabricated/ bogus, the Bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <p>2. Department will not hold any risk and responsibility regulating non-visibility of the submitted documents.</p> <p>3. The Documents that are submitted along with bid document will only be considered for Bid Evaluation.</p>
15	Sub Contracting	As per the scope of this Agreement sub-contracting is STRICTLY PROHIBITED.

## 7. Instruction to Bidders

<b>Name of the Client</b>	<b>The VC&amp;MD,TSIIC, Telangana State Hyderabad, Telangana</b>
<b>Description of the System for which bids are invited</b>	Identification of Service Provider For Technical Manpower Resources to undertake Maintenance & Operational Support of Oracle E-Business Suite (R12), Database and its applications, website, online applications & Complete maintenance of IT Systems and its accessories”

### 7.1 Bidding Procedure

- Offers should be made in two parts namely, “Pre-qualification bid” and “Financial bid” and in the format given in bid document.
- EMD should be enclosed in an envelope and be submitted to **O/o VC&MD,TSIIC, Telangana State** before bid closing date & time.
- Name of the vendor and contact address should also be written on the envelope.
- Tenders will be accepted only from those who have received/ purchased bid document from the department.
- All correspondence should be addressed to the O/o VC&MD TSIIC, Telangana.
- A complete set of bidding documents may be obtained by interested bidders from the department Nodal Officer upon payment of the bid document price which is non-refundable. Payment of bid document price should be by demand draft drawn in favor of **"The VC&MD TSIIC, Telangana State."** and payable at **Hyderabad, India**.
- The document can be picked up by courier designated by the interested bidder.

### 7.2 Pre-Qualification bid:

It shall include the following information about the firm and/or its proposal.

- General information on the bidder’s company in the prescribed Form
- Turn over details in the relevant field in the prescribed Forms
- List of major customers in support of turnover in the prescribed Form
- Other Proof documents as mentioned in **Section-3** Pre-qualification criteria
- The checklist in the prescribed **Form T.1**

### 7.3 Financial bid:

The financial bid should provide cost calculations corresponding to the unit price of each item of the schedule in the prescribed Forms.

### 7.4 Pre-bid Meeting:

All those bidders who are interested and bought Bid document can participate in the meeting to seek clarifications on the bid if any.

### 7.6 Bid Evaluation Procedure:

Bids would be evaluated for the entire scope of work. Bidders should offer prices for all the items and for the full quantity of an item failing which such bid will not be considered. All bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to department/ O/o the VC&MD TSIIC, during the pre-bid meeting. In case the scope or procedure of tender processing is revised, the same shall be communicated to all vendors who have purchased the bid document.



### **7.7 Openings of bids:**

Immediately after the closing time, the department shall open the pre-qualification bid of submitted bids, and list them for further evaluation. After evaluation of all pre-qualification bid documents, the financial bids of only those bidders who qualify will be opened. the bid opening is in the presence of participated bidders only.

### **7.8 Pre-qualification evaluation:**

The Pre-qualification bid documentation shall be evaluated in two steps.

- Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the technical skill base, resource inventory and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- In the second step, the Evaluation Committee may ask vendor(s) for additional information and/or arrange discussions with their professional, technical resources to verify claims made in Pre-qualification bid documentation.

### **7.9 Financial bid:**

The final choice of firm to execute the project shall be made based on conformity to technical requirements, appropriateness of the services offered, the capability of the bidder to execute and service the requirements and appropriateness of financial offer from the point of view of cost-effectiveness over the entire contract period for the services. The decision of the Evaluation Committee shall be final in this regard.

## 8. General Instructions to bidders.

In this context, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders' section shall have the same meaning.

### Definitions:

- **“Bidder/Vendor/Service Provider/State Level Agency”** means any firm offering the services required in the tender call. The word vendor when used in the pre-award period shall be synonymous with the bidder and when used after award of the contract shall mean the successful bidder/service provider/ State Level Agency with whom department signs the contract for the rendering of goods and services.
- **“VC&MD”** means the Vice Chairman and Managing Director.
- **“Contract”** means the agreement entered into between the department and the vendor, 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 vendor under the contract for the full and proper performance of its contractual obligations.
- **“Day”** means calendar day.
- **“Department”** means the TSIIIC, Telangana
- **“Facilitator”** means the successful bidder/State Level Agency/Service Provider to whom the contract will be awarded for the supply of technical manpower resources for ERP and IT Systems support for TSIIIC, Telangana.
- **“Financial bid”** means that part of the offer, that provides price schedule, total project costs etc.
- **“Firm”** means a company, authority, cooperative or any other organization incorporated under the appropriate statute as is applicable in the country of incorporation.
- **“GCC”** means the General Conditions of Contract contained in this section.
- **Government** means TSIIIC Telangana
- **“Inventory”** means all the technical manpower resources deployed in the Office of the TSIIIC, Telangana as a part of this engagement.
- **“Pre-qualification bid”** means that part of the offer, that provides information to facilitate assessment, by the department, professional, the technical and financial standing of the bidder, conformity to specifications etc.
- **“Project site”**, where applicable, means the place(s) where services are to be made available to the user.
- **“Purchaser/ User”** means the TSIIIC, Telangana
- **“SCC”** means the special conditions of contract if any.
- **“Specification”** means the functional and technical specifications related to the Scope of Work as given in section 5.
- **“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”** means the pre-qualification bid and financial bid put in separate covers, and their evaluation, is sequential.
- **“TS”** means Telangana State
- **“TSIIIC”** means Telangana State Industrial Infrastructure Corporation

### **8.1 General Eligibility**

- This invitation for bids is open to all firms in India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to Pre-qualification.
- Bidders marked/considered by the 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 any instructions of bidding or contract with the department or any of its user organizations in past may make a firm ineligible to participate in the bidding process.

### **8.2 Bid Forms**

- Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- For all other cases, the bidder shall design a form to hold the required information.

### **8.3 Cost of Bid**

- The bidder shall bear all costs associated with the preparation and submission of its bid, and the department will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

### **8.4 Clarification of Bid documents**

- A prospective vendor requiring any clarification of the bidding documents may notify contact person in the TSIC. Response from the TSIC (including an explanation of the query but without identifying the source of inquiry) will be duly communicated.
- The concerned person from the TSIC will respond to any request for clarification of bidding documents received no later than bid clarification date mentioned in the notice.
- No clarification from any bidder shall be entertained after the lapse of bid clarification date and time for seeking clarification mentioned in tender call notice. It is further clarified that the department shall not entertain any correspondence regarding delay or non-receipt of clarification requested by the bidder.

### **8.5 Amendments of Bid documents**

- At any time prior to the deadline for submission of bids, Department, 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 bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.

- In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the department at its discretion may extend the deadline for the submission of bids.

### **8.6 Period of Validity of Bids**

- Bids shall remain valid for the duration specified in the bid document, after the date of bid opening prescribed by the department. A bid valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, the department may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder, whose request for extension has been granted will not be permitted to modify its bid.

### **8.7 Submission of Bids**

- The bidders shall submit the bids (PQ, Commercials) with bid document while submission only. No other documents after submission of bid is permitted and the Original EMD should be submitted to the O/o TSIIIC, Telangana State, 6<sup>th</sup> Floor, Parishrama Bhavan,, Hyderabad - 500004, Telangana before bid closing date & time in a sealed cover duly mentioning the Tender Reference number.
- The copy of EMD should be with bid document along with PQ bid.
- The bidders shall submit a copy of all 3 sets of bid documents in a sealed cover as well as in CD format to the Office of the TSIIIC.

### **8.8 Deadline for submission of Bids**

- Bids must be received by the contact person in The Office of The TSIIIC, no later than the bid submission date and time specified in the tender call notice.
- The Office of the TSIIIC, at its discretion, may extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **8.9 Late Bids**

- Any bid not received by the contact person in The Office of The TSIIIC, on or before the deadline for submission of bids, will be rejected.

### **8.10 Modification and Withdrawal of Bids**

- The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids, is received by the department prior to the deadline prescribed for submission of bids.
- The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
- No bid can be modified subsequent to the deadline for submission of bids.
- No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of its bid security (EMD).

**8.11 Pre-Qualification Bid documents:**

- General business information
- Turnover details
- Major clients' details
- Bid security (EMD)
- All documents required as per the checklist is given in Annexure of this document.

## 9. General business information:

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

### 9.1 Bid Security / Earnest Money Deposit (EMD)

- The bidder shall furnish, as part of its bid, bid security for the amount specified in the tender call notice.
- The bid security is required by the department to: Assure bidder's continued interest till award of contract and conduct in accordance with bid conditions during the bid evaluation process.
- The bid security shall be in Indian rupees and shall be a bank guarantee, or an irrevocable letter of credit or cashier's certified check, issued by a reputable bank scheduled in India and having at least one branch office in Hyderabad.
- Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by Department.
- The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security,
- The bid security may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity or
  - In the case of a successful bidder, if the bidder fails to sign the contract in time; or to furnish performance security.

### 9.2 Financial Bid

- The financial bid should provide cost calculations corresponding to each component of the services to be provided.

### 9.3 Bid Prices

- The bidder shall indicate the unit prices (where applicable) and the total bid price of the services it proposes to supply under the contract.
- The bidder shall indicate Basic Prices, Taxes&Duties as applicable separately (if required) in the form prescribed.
- Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by the department and will not in any way limit the purchaser's right to contract on any of the terms offered.
- Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.
- Bid currency: Prices shall be quoted in Indian rupees.

## 10. Standard Procedure for Opening and Evaluation of Bids

### 10.1 Bid Evaluation

- Immediately after the bid closing time, the contact person in the Office of the TSIC, shall open the Pre-qualification bids and list them for further evaluation. The Pre-Qualification documents and collaterals will be examined in detail for compliance to tender PQ criteria by the Evaluation Committee on submitted documents by bidder. Only bids which qualify in the PQ criteria will be eligible for Financial Evaluation.
- The Financial bids of PQ qualified bidders will be opened and examined for commercials on submitted bids.
- Any participating vendor may depute a representative to witness these processes.
- The standard procedure described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or on the decision of the department to deviate in specific circumstances if such a deviation is unavoidable.

### 10.2 Opening of Bids

Bids will be opened on submission of bids in the presence of bidders' representatives, who choose to attend. The bidders' representatives who are present shall sign a register evidencing their attendance.

- The bidders' names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the department 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 bidders.

### 10.3 Bid Clarifications

During evaluation of the bids, the evaluation committee may, at its discretion, ask the bidder for clarification related to any aspect of the bid response.

### 10.4 Preliminary verification of Bid documents

- Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally 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 vendor 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.
- The TSIC may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- Prior to the detailed evaluation, the TSIC 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 the department and may not subsequently be made responsive by the bidder by correction of the nonconformity.

### **10.5 Evaluation of Pre-Qualification Bid documents**

Pre-qualification bid documentation shall be evaluated in two sub-steps.

1. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
2. In the second step, the department may ask the vendor(s) for additional information, and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

### **10.6 Evaluation of Financial Bid documents**

Financial bids of those vendors who satisfy the pre-qualification will only be opened. All other financial bids will be ignored. The Evaluation Committee will assess the nature of financial offers and may pursue any or all the options mentioned under financial bid.

### **10.7 Overall Bid Evaluation**

The Bid evaluation shall be undertaken by the Evaluation Committee comprising of officials from the TSIC and ITE&C department.

Conditional bids are liable to be rejected. Any attempt by a bidder to influence it's the bid evaluation process may result in the rejection of the bidder's bid.

### **10.8 Evaluation & Comparison of Financial Bids**

- Evaluation of financial bids will exclude or will not consider any offer not asked for or not relevant to the present requirements of the user.
- Evaluation of financial bid will consider, in addition to the basic bid price, one or more of the following factors:
  - The projected costs for the entire contract period;
  - Past track record of the bidder in supply/ services and
  - Any other specific criteria indicated in the tender call and/or in the Scope of Work given in Section 5 in this document.

### **10.9 Award Criteria**

- Based on the fulfillment of PQ criteria, the L1 bidder in Financial Evaluation may be considered for award of the contract.
- The successful bidder shall enter into Contract Agreement with TSIC, Telangana State upon submission of PBG of 10% of the Project value.
- The final choice of firm to execute this project shall be made based on
  - Conformity to technical requirements
  - Appropriateness of the services offered
  - Appropriateness of financial offer from the point of view of cost-effectiveness
  - The total cost of ownership over the entire contract period for the services



- Past track record of the bidder.

### **10.10 Right to vary resource quantities at the time of award**

The department reserves the right at the time of award to increase or decrease the quantity, as indicated in the tender call, from the number of services originally specified in the specification without any change in unit price or other terms and conditions.

### **10.11 Right to Accept or Reject any or all Bids**

The department reserves the right to accept or reject any bid, 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(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **10.12 Contract Signing**

- Upon notification by the department to the successful bidder that its bid has been accepted, the TSIIC will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the TSIIC.
- The contract agreement shall be between The TSIIC and the bidder.

### **10.13 Performance Guarantee**

- On receipt of notification of award from The TSIIC, the successful bidder shall furnish the Performance Guarantee in accordance with the conditions of the contract, in the Performance Bank Guarantee (PBG) form provided in the bidding documents or in another form acceptable to the TSIIC.
- Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the TSIIC may make the award to the next L1 qualified bidder or call for new bids.

### **10.14 Contact Department**

- Bidder shall not approach officers in the Office of the TSIIC premises, outside of office hours and/or outside office premises, from the time of the tender call notice to the time the contract is awarded.
- Any effort by a bidder to influence the officers in the Office of TSIIC, in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the department, it should do so in writing.

### **10.15 Corrupt, Fraudulent and Unethical practices**

- **“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 to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- **“Unethical practice”** means any activity on the part of bidder which try to circumvent tender process in any way. The unsolicited offering of discounts, reduction in financial bid amount, an

upward revision of quality of services, etc. after the opening of financial bids will be treated as an unethical practice.

- The TSIC will reject a proposal for award and may debar the bidder for future tenders in department if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing this contract.

## **11. Special Conditions of proposed contract (SCC)**

These Special Conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

### **11.1 Payments**

1. The payment shall be made as per the technical manpower resources deployed as set out in the agreement
2. The vendor shall have TIN/GST registration
3. The vendor shall have CST registration, in the jurisdiction of Telangana state
4. For the purpose of the convenience, quarterly payments shall be made according to calendar quarters as on 1st July, 1st October, 1st January, and 1st April.
5. The payment authority shall be The VC&MD TSIIIC, Telangana State.

### **11.2 Other Terms and Conditions**

1. The Facilitator shall comply with such directions as the user may issue from time to time for the smooth working and in the furtherance of the overall objective.
2. The Facilitator shall be solely responsible for all acts of omission and commission occasioned by his personnel in carrying out the terms of the agreement.
3. The Facilitator or his personnel shall not use or cause to be used, the data or information provided to him or acquired by him during the process of providing services for any purpose, whatsoever, except for, which is required to perform the job as required in the agreement. Such data or information shall be surrendered to the TSIIIC, at the expiry of the agreement.
4. In case the Facilitator is not able to provide any of the services in the contract, it shall be competent for the TSIIIC, to get the same provided by any other suitable agency and recover the entire amount incurred by the TSIIIC in the process, from the Facilitator by way of deduction from the quarterly charges payable to the Facilitator or from Performance Guarantee or both.

### **11.3 Delays in Service Provider's Performance**

1. Delivery of the services shall be made by the Vendor in accordance with the service quality specified in the bid document.
2. Any delay by the vendor in the performance of its obligations under the contract shall render the vendor liable to the imposition of liquidated damages at a rate as indicated in the bid document.
3. If at any time during performance of the Contract, the Vendor should encounter conditions impending timely performance of services, the Vendor shall promptly notify the TSIIIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, TSIIIC shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.

### **11.5 Liquidated damages**

- If the Vendor fails to perform any one or all the services within the time period(s) specified in the Contract, the department shall, without prejudice to its other remedies under the Contract, deduct from the amount payable to vendor or from performance/implementation guarantee or from both as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the department may consider termination of the contract.

### **11.6 Performance Guarantee**

1. Within the number of days indicated in the bid document, from the date of issue of letter of intent from TSIIIC /user, Facilitator should submit a Security deposit to TSIIIC for an amount indicated in the bid document (Statement of important limits/values)
2. The proceed of the Performance Guarantee shall be payable to the VC&MD TSIIIC as compensation for any loss resulting from the Facilitator's failure to complete its obligations under the contract.
3. The Performance Guarantee shall be denominated in Indian rupees or in a freely convertible currency acceptable to the TSIIIC and shall be in one of the following forms:
  - a. A Bank Guarantee or an irrevocable Letter of Credit, issued by a reputed bank located in India with at least one branch office in Hyderabad, in the form provided in the bidding document or another form acceptable to the TSIIIC
  - b. A Cashier's Cheque or Banker's Certified Cheque or crossed Demand Draft or pay order drawn in favor of TSIIIC Ltd.
4. The Performance Guarantee will be discharged by the TSIIIC and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract.
5. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the balance duration of the Contract.

### **11.7 Termination for default in Service Delivery/ Performance**

1. Department, without prejudice to any other remedy available for breach of Contract, may terminate the Agreement in whole or in part, by a 30 days' notice in writing to the Facilitator, for any one or all of the following. On such termination, in addition to any other remedy available under the contract, the EMD, Implementation/ performance Security will be liable for forfeiture. The Facilitator shall be paid for services rendered upto the effective date of termination.
2. If the Facilitator fails to maintain the systems to the minimum assurance quality as per the scope of the work or
3. If the Facilitator fails to provide all or any of the Contracted services as per service standards specified in the Agreement, or
4. If the Facilitator fails to perform any other obligation(s) under the Agreement, **or**
5. If the Facilitator, in the judgment of the Dept., or ITE&C has engaged in corrupt, fraudulent or unethical practices in competing for or in executing the Contract.
6. The department shall issue a notice explaining the nature of violations committed by the Facilitator and afford an opportunity to the Facilitator to represent his case, before termination of the agreement.
7. In the event TSIIIC terminates the Agreement in whole or in part, TSIIIC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Facilitator shall be liable to pay to TSIIIC for any excess costs incurred for procuring such similar services. However, the Facilitator shall continue performance of the Agreement to the extent not terminated.

### **11.8 Termination for Insolvency**

- If the Facilitator becomes bankrupt or otherwise insolvent, The TSIIIC, may at any time terminate the Contract by giving written notice of 30 days to the Facilitator. In this event, termination will be without compensation to the Facilitator, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the TSIIIC.

### **11.9 Termination for Convenience**

- The TSIIIC., may, by written notice to the Facilitator, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for its convenience and the extent to which performance of the Facilitator under the Contract is completed.
- In such an event, the TSIIIC. may elect to pay to the Facilitator, a mutually agreed amount for partially completed services, within 30 days from the date of termination of the contract.

#### **11.10 Force Majeure**

- The Facilitator shall not be liable for forfeiture or levy of Liquidated Damages, or termination for default if and to the extent that its delay in performance or another failure to perform its obligations under the Agreement in the result of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an unforeseeable event beyond the control of the Facilitator and not involving the Facilitator's fault or negligence. Such events shall include but are not restricted to, acts of the TSIIIC., in its sovereign capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Facilitator shall promptly notify the TSIIIC., in writing of such condition and the cause thereof. Unless otherwise directed by the TSIIIC., in writing, the Facilitator shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performances.

#### **11.11 Assignment & Sub Contracts**

- The Facilitator shall not assign, in whole or in part, its rights and obligations to perform under this Contract to any third party.

#### **11.12 Amendment of Service Agreement**

- Amendments to the Agreement may be made by mutual agreement by both the parties. No variation in or modification in the terms of Contract shall be made except by written amendment signed by both the parties.

#### **11.13 Applicable Law**

- The Agreement shall be interpreted in accordance with appropriate Indian laws.

#### **11.14 Resolution of Disputes**

- TSIIIC. and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Agreement.
- If within thirty (30) days from the commencement of such informal negotiations, parties are unable to resolve dispute amicably, either party may approach for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party, or in accordance with the Arbitration and Conciliation Act, 1996.
- All Arbitration proceedings shall be held at Hyderabad and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in the English language

#### **11.15 Use of Contract Documents and Information**

- The Facilitator or its employee shall not without prior written consent from department., disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of department., to any party during the contract and thereafter. Disclosure of such information to its employee shall be made in confidence and shall extend only so far, as may be necessary for such performance.
- The Facilitator shall not without the prior written consent of department., make use of any document or information made available for the project except for purposes of performing the contract and no more.
- All project related documents issued by department., other than the Agreement itself shall remain the property of the TSIC and shall be returned (all copies) to department., on completion of the Facilitator's performance under the Agreement, if so required by the department.

#### **11.16 Governing Language**

- All correspondence and documents pertaining to the Agreement that are exchanged by the parties shall be written in the English language only

##### **Notices:**

1. *Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing or by E-mail, Telegram or facsimile and confirmed in writing to the other party's address.*
2. *A notice shall be effective from the date when it is delivered or tendered or affixed at a conspicuous place of normal working, whichever is earlier.*

#### **11.17 Indemnification**

- Department will not indemnify for any loss or damages caused to the vendor or its staff in any form during their performance on the project.

#### **11.18 Taxes and Duties**

- The vendor shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of the tender document if specifically mentioned.
- However, the Bidder has to submit invoices Inclusive of all Taxes. In the case of imposition of any new taxes or increase/decreased in tax structure by the Government then the same would be to the account of the User Department.

#### **11.19 Service Agreement**

- The Facilitator/Service Provider shall be required to deploy the manpower, as proposed.
- The replacement of the resources in exceptional circumstances such as death or medical incapacity shall be permitted to the facilitator in compliance with the terms and conditions mentioned in the General Conditions of Contract.
- In other cases of replacement, the facilitator shall take prior approval from the TSIC. The written request for replacement of personnel (with a detailed profile of replacing resource) shall be submitted by facilitator to the TSIC at least 30 days prior to the replacement.
- The replaced resource should provide Knowledge Transfer with an overlapping period of at least 15 days (except in case of medical incapacity or death).
- In order to avoid recurrence of the replacements of resources, the minimum tenure of the deployed resource shall be 6 months.
- The Service Levels mentioned below shall be applicable on the facilitator towards the replacement :

#	Service Level	Service Delivery Period	Penalty
1	Enterprise System Director	7 working days	In all cases of delay, the department will hire the required resource from the market through the State Nodal Agency or any other Technical Manpower Resources organization. The cost of such initiative along with any additional penalty considering the impact as decided by the TSIIC will be charged.
2	Oracle Financials Consultant	15 Working Days	
3	Oracle HRMS/Payroll Consultant		
4	Oracle Technical Consultants		
5	Oracle Applications DBA		
6	Senior Java Developer		
7	Java Developers (2 no's)	30 Working Days	
8	Network & Server Engineer		
9	GIS System Integrator	30 Working Days	

### 11.20 Service Level Agreement and Penalty

- The penalties shall be calculated on the achievement of milestone / quarterly basis as defined in the Service Level Agreements given above and deducted from the Amount Payable to the Facilitator.
- If any of the below-mentioned cases arise, it will be deemed to be an event of default as per the Section 11.20. TSIIC shall have the right thereafter to initiate the contract suspension/termination activities if any of the following conditions arise:
- The overall penalty levied exceeds 20% of the total project cost as per the financial bid of the Facilitator
- It is the right of the TSIIC to bring the external resource at any time for the review without taking any concurrence of the Facilitator.

### 11.21 Other Information

- The Facilitator shall submit regular monthly reports for ERP and IT Support Operations support as agreed with the TSIIC at the time of signing the Contract.

## 12. Sub-Contracting

12.1 As per the scope of this Agreement sub-contracting is STRICTLY PROHIBITED.

12.2 If successful bidder is found that sub-contract to agency TSIIC has right to terminate the contract.

### 12.2 Intellectual Property Rights and Ownership

13.1 All data or information supplied by the TSIIC to Service Provider and/or its employee or agent in connection with the provision of Services by Service Provider shall remain the property of the TSIIC.

13.2 In connection with the provision of Services under this Agreement, it is not required from Service Provider to license and/or supply third party materials, including any third party software, hardware, tools, content, graphics or other materials (collectively "Third Party Materials") to the TSIIC. In the event that a portion of the Services requires the use of Third Party Materials, the TSIIC already has or will license or acquire such Third Party Materials directly from the third party provider, and shall ensure that it has the right to provide Service Provider with access to and/or use of such Third Party Materials in the provision of Services performed by Service Provider. All Third Party Materials are subject to the terms and conditions of

the applicable license or other agreement between the TSIIIC and the applicable third party provider and Service Provider, its employee, agent, representative or sub-contractor shall comply with the terms and conditions of access and uses of such Third Party Materials under applicable agreements.

13.3 Without the Department's prior written approval, Service provider shall not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims.

13.4 Service Provider shall, at its own expenses without any limitation, defend and indemnify the TSIIIC against all third party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the Deliverables or any part thereof in India or abroad.

13.5 Service provider shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the TSIIIC is required to pay compensation to a third party resulting from such infringement(s), Service Provider shall be fully responsible therefore, including all expenses and court and legal fees.

13.6 The TSIIIC will give notice to Service Provider of any such claim without delay, provide reasonable assistance to Service provider in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

13.7 All Work Product prepared by Service Provider in performing the Services shall become and remain the sole and exclusive property of the TSIIIC and all Intellectual Property Rights in such Work Product shall vest with the TSIIIC. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the TSIIIC under law, shall automatically stand assigned to the TSIIIC as and when such Work Product is created and Service Provider agrees to execute all papers and to perform such other acts as the TSIIIC may deem necessary to secure its rights herein assigned by Service Provider. Any work made under this Agreement or respective Purchase Order shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

13.8 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement or respective Purchase Order(s), and any other component/ framework/ middleware used/ developed as pre-built software assets to perform the Services, shall belong to the TSIIIC and the TSIIIC shall have complete and unrestricted rights on such property.



## Annexure

### I. Bid letter form

From:

(Registered name and address of the bidder.)

To:

The VC&MD,TSIC,  
6<sup>th</sup> Floor,Parishrama bhavan  
Basheerbagh, Hyderabad  
Telangana State, 500 004,  
India.

Sir,

Having examined the bidding documents, we the undersigned, offer to provide services/execute the works for the following project in response to your tender call dated .....

Project title: We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of Rs..... (Total bid amount in words and figures) which may vary in accordance with the schedule of prices attached herewith and coverage options made by TSIC. If our bid is accepted, we undertake to;

1. Provide services/execute the work according to the time schedule specified in the bid document,
2. Obtain the implementation/performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. Undertaking on product updates Place: Date: Bidder's signature and seal.

Place:

Date:

Bidder's signature and seal.

## II. Model Contract Form

THIS AGREEMENT made the ..... day of ..... (year). (herein after "the TSIIIC") of one part and ..... (Name of Vendor) of ..... (City and Country of Vendor) (herein after "the Vendor") of the other part: WHEREAS the USER is desirous that certain solution, service, and materials, as described in the bid document and briefly outlined below, should be provided by the Vendor.

Date of tender call:

Title of the project:

A brief outline of the work:

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the bid document referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz..

- a. Notification of award.
- b. clarification on bid document issued if any,
- c. The bid submitted by the successful bidder
- d. pre-bid conference minutes if any,
- e. bid documents

In consideration of the payments to be made by the TSIIIC to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the TSIIIC to provide the services (solution, service) and to remedy defects therein in conformity, in all respects, with the provisions of the contract.

The TSIIIC hereby covenants to pay the Vendor in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Brief particulars of the services which shall be supplied/provided by the Vendor are given in Annexure.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year above written.

Signed, and delivered by  
for the Vendor.

Vendor's common seal:

Place

Date:

Date:

Signed, and delivered by

For

Place:

In the presence of:.....

**TSIIIC. Ref. No.....**

### III. Bid Security (EMD) in the Form of BG

(To be issued by a bank scheduled in India as having at least one branch in Hyderabad)

Whereas..... (Here in after called "the Bidder") has submitted its bid dated ..... (Date). for the execution of .....(Here in after called "the Bid") KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at.....(hereinafter called the "Bank") are bound unto the Telangana State Technology Service Ltd. (hereinafter called "The TSIIIC") in the sum of .....for which payment well and truly to be made to the said TSIIIC itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the bidder withdraws its bid during the period of bid validity or
2. If the bidder, having been notified of the acceptance of its bid by the TSIIIC during the period of bid validity:
  - i. fails or refuses to execute the contract form if required; or
  - ii. fails or refuses to furnish the performance security, in accordance with the bid requirement

We undertake to pay the TSIIIC up to the above amount upon receipt of its first written demand, without the TSIIIC having to substantiate its demand, provided that in its demand the TSIIIC will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Place:

Signature of the Bank and seal

Date:

**TSIIIC. Ref. No.....**

#### **IV. Performance Bank Guarantee Form**

(To be issued by a bank scheduled in India and having at least one branch in Hyderabad )

To: ..... (The VC&MD TSIC)

WHEREAS ..... (Name of Vendor) hereinafter called "the Vendor" has undertaken, in pursuance of

Contract No.....dated, ..... (Date), to supply ..... called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract. WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs. ....and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... (Date)

Place:

Signature of guarantors and seal

Date:

## Pre- Qualification Bid Formats

### Form P-1: Bidder Information

1. Name of the Company / Firm	
2. TIN/Service Tax Number	
Address (Indicate address of Reg Office in AP &Telangana)	
Telephone Number(s)	Phone: Fax:
Email	
Web-Site	
Legal Status	Public Ltd Company / Private Ltd/
Date of Establishment	
Quality Certifications attained by the firm(Relevant copies need to submit)	
Name of the Contact Person Details for correspondence Name e-Mail Phone	
EMD details	Name of the Bank: Rupees: Valid Up to:
Proof of purchase of bid document	Receipt NO: Date of Purchase:
Others	

Place: Bidder's sign and Seal

Date:

**Form P-2: Bidders Turnover, Profitability, Net worth**

S.No	Financial Year	Turnover for IT/ITES Resources Provision (INR in Crores)	Net Profit for the firm from IT/ITES Resources Provision (INR in Crores)	Net worth (INR in Crores)
1.	2015-16			
2.	2016-17			
3.	2017-18			

Note-( Chartered Accountant certificate or ITIRs along with extract of the audited balance sheets Audited Balance sheets as proof to be submitted)

Place:

Bidder's Signature and seal

Date :

### **Form P-3: Bidders Undertaking**

Bidders declaration on the authorized letter head stating availability of qualified professionals with required prior experience in the following areas (as of 31<sup>st</sup>Jan 2019)

- Enterprise System Director
- Oracle Financials Consultant
- Oracle HRMS/Payroll Consultant
- Oracle Technical Consultants
- Oracle Applications DBA
- Senior Java Developer
- Java Developers
- Network & Server Engineer
- GIS System Integrator

Place:

Bidder's Signature and Seal

Date:

### Form P-4: Experience in IT Manpower Maintenance

S. No.	Name of the Client with Contact Details	Year and Period of contract	Value of Project and No. of employees provided	Description of the project

Place : Bidder's Signature and Seal

Date:



**Form T-1: Profiles of Technical Resources**

S. no	Name of the Employee	Qualification	Years of Experience	Area of Expertise	Task & Position Assigned
<b>For ERP and IT Systems</b>					
1					
2					
3					
4					
5					

**Note:** Enclose C.V. In support of above claim. The bidder should submit the particulars of all personnel proposed for this engagement/project.

Place : Bidder's Signature and Seal

Date :

## Commercial Bid Formats

### Form F-1: Summary of Costs

Note: Modify the items as appropriate.

Item	The amount in Rs.
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.

Note:

Bidder should financial cost with the total project value of 3 years cost.

**Form F-2: Breakdown Of Costs by activity**

<b>Cost Component</b>	<b>Year</b>
Total cost for financial year	<u><b>Year 1</b></u>
Total cost for financial year	<u><b>Year 2</b></u>
Total Cost for Financial year	<u><b>Year 3</b></u>
Total cost of Project value(3 years)	

1. Payments will be made on quarterly for respective financial year
2. Form FIN-2 shall be filled at least for the whole assignment. The sum of the relevant Subtotal of all forms.FIN-3 provided must coincide with the total Costs of Financial Proposal indicated in Form Form-1.
3. Remuneration and Reimbursable expenses must respectively coincide with relevant Total costs indicated in forms Form-3.

**Form F-3: Break down of Remuneration**

No.	Position	Name	Rate*	SM	Amount
	<b><u>Key professional staff</u></b>				
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
	<b>Total</b>				

SM = Staff Month

1. Form FIN-3 shall be filled in for the same Professional and support staff listed in Form T-1
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 Form T-2
4. Indicate separately Staff-month rate and currency for home and field work.

Note :

Department can scrutinize the supplied resource at anytime, if resource is not eligible for the position , the department will request to bidder to change the suitable resource as per expectations of department as mentioned in RFP(Section 5.10)

## Check List

### Compliance/Agreed/Enclosed/ Deviation statement.

The following are the particulars of compliance/deviations from the requirements of the tender specifications.(For every item appropriate remark should be made like Complied, No deviation, Agreed, Enclosed)

Bid document reference	Remarks
1. Form P-1	
2. Form P-2	
3. Form P-3	
4. Form P-4	
5. Form T.1	
6. Form F.1.	
7. Form F.1a	
8. Form F.2	
9. Form F.3	
10. Pre-qualification criterion	
11. Financial bid format	
12. General instruction to bidders	
13. Standard procedure for bid evaluation	
14.General condition of proposed contract(GCC)	
15. Special Condition of proposed Contract(SCC)	
16. Any Other	
17.	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place : Bidder's Signature and Seal

Date:

## Non-Disclosure Agreement

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made

at Hyderabad between:

TSIIC constituted under the authority of Constitution per Article 324, and subsequently enacted Representation of the People Act, having its Office at 6<sup>th</sup> floor, Parishrama bhavan, Basheerbagh, Hyderabad-500022 (hereinafter referred to as "TSIIC" which expression includes its successors and assigns) of the ONE PART;

And

a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at and hereinafter referred to as "Service Provider/ Vendor", which expression shall mean to include its successors in title and permitted assigns) of the Other Part:

And Whereas

1. Service Provider is carrying on business of providing IT resources and has agreed to provide resources on T&M basis to the TSIIC.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party"). Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

### **1. Confidential Information and Confidential Materials:**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this Agreement. This also includes the ideas discussed for the development

of the new system, the process flow, policies etc shared by the TSIC, work done in the respective laptops/systems by resources of the Service Provider under any Purchase Order, the process/ideas shared by the officials of the TSIC.

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## **2. Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the TSIC an undertaking in similar terms to the provisions of this clause. . Any breach of this Agreement by Receiving Party's employee, consultant or Sub Contractor shall also be construed a breach of this Agreement by Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- 1) The statutory auditors of the TSIC and
- 2) Regulatory authorities regulating the affairs of the TSIC and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with

Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

(d) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### **3. Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### **4. Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.



(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Hyderabad and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Hyderabad.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of three(3) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

(j) The resources provided by the Service Provider will have to sign a non-disclosure agreement to maintain the confidentiality of the TSIIIC's information/documents etc whenever requested by the TSIIIC to do so.

## **5. Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however,

affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this day of 2019 at

(month) (place) For and on behalf of TSIC

Name

Designation

Place

Signature

For and on behalf of (Service Provider)

Name

Designation

Place

Signature