

**SUPPLY AND IMPLEMENTATION OF AN OPEN SOURCE BASED ENTERPRISE
UNDER WORD BANK-APART**



This Tender comprises the following documents

- i) Main Documents: Total 48 pages including cover page.
- ii) Annexures: Total 42 pages
- Annexure XI : Total 10 pages





The West Assam Milk Producers' Co-operative Union Ltd.

WAMUL

PURABI DAIRY

The West Assam Milk Producers' Co-operative Union Limited (WAMUL)

REQUEST FOR PROPOSAL

For

*Supply and Implementation of
An Open Source based Enterprise
Resource Planning (ERP) Software
including configuration &
customization with
3 Year Maintenance Support*

Proposal Release Date: 22 Nov 2018

Proposal Due Date: up to 14:00 hours 13 Dec 2018

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[Handwritten signature]
22. 11. 2018

Managing Director

WAMUL

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Bid Reference WAMUL/MIS-IT/ERP/2018/002

Date of commencement of bidding document : 22 November 2018

Date & Time of Pre-bid meeting :15:00 hours,06 December 2018

Last date & time for receipt of Bids :14:00 hours,13 December 2018

Time & Date of Opening of Bids :14:15 hours,13 December 2018

Address of Communication :

Managing Directory
The West Assam Milk Producers' Cooperative Union Ltd(WAMUL),
R.K.Jyoti Prasad Agarwala Road,
Panjabari,
Guwahati – 781 037
Assam



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1 INTRODUCTION

Government of Assam (GoA), through the Government of India has received a line of credit for US\$200 million from the World Bank (W.B.) for implementation of the Assam Agribusiness & Rural Transformation Project (APART). The proposed Project Development Objective is to -increase value-added and improve resilience in the production and processing of selected agriculture commodities, focusing on small farmers and agro-entrepreneurs in targeted districts.

The APART Project in Assam state is being implemented by ARIAS Society, which is an autonomous society registered under the Societies Registration Act and the project is being implemented by various line department/agencies of Govt. of Assam.

West Assam Milk Producers Cooperative Union Limited (WAMUL) is an implementing agency for the Dairy Formal Milk sector under the APART project and intends to utilize a part of the credit towards procuring goods for implementing activities under the Dairy Formal Milk sector.

Based upon our current growth, it has become essential that all of our business information systems be integrated into a single technology platform using a common database and common development environment. The first step in this process is for us to establish a common set of processes throughout our organization. This strategy is particularly focused on implementing a corporate-wide Enterprise Resource Planning package or ERP software system along with Enterprise Portal (EP), which will define the core technology, database, and development environment to be utilized by the organization.

WAMUL invites Quotations in sealed envelopes from eligible bidders for "Supply and Implementation of An Open Source based Enterprise Resource Planning (ERP) Software including configuration & customization with 3 Year Maintenance Support" as per the specification & other terms and conditions given in this document.

2 STATEMENT OF PURPOSE

The purpose of this document is to solicit proposals for selection of "Supply and Implementation of An Open Source based Enterprise Resource Planning (ERP) Software including configuration & customization with 3 Year Maintenance Support" as per the specification & other terms and conditions given in this document. This solution is intended to form the basis for all future systems and programs within WAMUL for the next 7-10 years. The existing systems within WAMUL will be replaced by the selected ERP system.

The current system(s) in use by WAMUL are failing to meet the business needs of the organization in the following areas:

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1. There is no application for other domain apart from accounts. WAMUL is currently using Tally.ERP9.
2. WAMUL is using IMMS (Integrated Milk Management System) provided by Rajasthan Electronics & Instrument Ltd. (REIL). This software will be replaced by NDDDB developed Automated Milk Collection System (AMCS) in a phased manner.
3. The systems consist of a series of non-interconnected applications in which the same information is often keyed-in manually into multiple systems.
4. The integration between major activities is missing.

Our primary objectives in implementing a new ERP system are as follows:

1. Define a single technology platform, including infrastructure as well as database and development, which will define the basis for supporting the business objectives of the organization.
2. Improve operational efficiencies throughout the organization
3. Reduce overall operational costs

3 EXISTING ENVIRONMENT

3.1 Current WAMUL Locations and Employee Count

WAMUL Office is located at below address:

Headquarter: The West Assam Milk Producers' Cooperative Union Ltd(WAMUL),
R.K.Jyoti Prasad Agarwala Road,
Panjabari,
Guwahati – 781 037
Assam

WAMUL employs over 150+ full-time employees for all above mentioned locations.

The complete functional requirement document is available at **Annexure – V**.

3.2 Current Computing Environment

The current systems are a combination of tailor-made solutions and Tally application. There is no application/software for domain like Sales, Purchase, Material Management, Plant Operations, HR & Payroll, and Asset Management etc. WAMUL is using IMMS (Integrated Milk Management System) provided by Rajasthan Electronics & Instrument Ltd. (REIL). This software will be replaced by NDDDB developed Automated Milk Collection System (AMCS) in a phased manner.

Desktops are running either of the following windows operating system.

1. Windows 7 & above

The desired corporate-wide business system will be targeted for the following infrastructure and platform environment:

- Windows Operating System/Linux Operating System

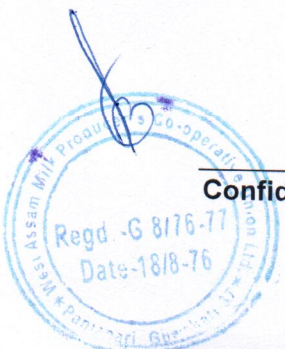


- SQL Server engine / MySQL
- Switched Ethernet Network
- TCP/IP Protocol
- MS Internet Explorer Browser or any browser

We are looking for an Open Source ERP software that uses a GUI interface. The ideal system will support both a thin and a thick client environment, as well as allow for internet based access. The solution must be 100 % license free open source solution. There should be no license fees to use the software. Also there should be no cost for upgrades. No third party software is required for executing the software smoothly.

In terms of an integrated business system, it is estimated our company-wide profile of system users would consist of 50 concurrent users (i.e. 30 individuals who would be simultaneously accessing the ERP application).

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4 INVITATION FOR BID

4.1 SCOPE OF WORK

The successful bidder is required to provide the following:

1. Provide Enterprise Resource Planning (ERP), an open source solution based on functional requirements of WAMUL as specified in **Annexure - V**.
2. The solution must be 100 % license free open source solution. No third party tool should be a part of the solution.
3. Integration of above solutions with mail server (Active Directory) once available.
4. All the functionalities of the given solution should be available on Tablet PCs/Android based Phone.
5. All the reports generated through the solution shall be downloadable in MS Excel/PDF.
6. Submit technical approach, implementation methodology and commercials for Implementation for the Business needs of WAMUL as per the requirement provided in this document and **Annexures**.
7. All software shall be installed & commissioned within the organization, as required. It should be on-premise installation model.
8. Training to the end users, administrators and various stakeholders of the organization for hands-on usage of the implemented software package.
9. ERP programming, installation and configuration training to WAMUL team.
10. Provide "Maintenance Support including END-USER Support" for 3 years. This should also include **all Service Requests (implicitly covered under High/Medium Priority Tickets) and change management** proposed after implementation by the end-users, trainings and any upgrades/updates required from time to time. The support covers the following :
 - i. End User Support for 3 Years after implementation and warranty
 - ii. Product Enhancements/Bug Fixing/Performance Support/Maintenance with respect to any Business impact raised by End-Users during their operations needs to be addressed by the Vendor
 - iii. Support activities with respect to all the Software such as ERP / Database to be maintained by the Vendor
 - iv. Vendor should co-ordinate with all hardware and other standard software suppliers to solve all the application related issues.
11. To provide the solution based on the FRS (**Annexure-V**) of WAMUL mainly,
 - a) Milk Procurement & Bill Management
 - b) Core Financial Accounting
 - c) Purchase Management
 - d) Sales Management
 - e) Materials Management



- f) Dairy Plant Operations
 - g) Cattle Feed Plant Operation
 - h) Chilling Centre Operation
 - i) Human Resource Management
 - j) Payroll
 - k) Asset Management
 - l) Utilities and Maintenance
 - m) Input Services
 - n) Quality Assurance
 - o) Administration
12. Deployment plan for above modules would be mutually decided with the bidder after successful contract has been awarded.
 13. In case of new software version releases during the course of implementation, the vendor should override the present solution with the updated solution for the new software release, without extra cost to WAMUL.
 14. Suggest detailed infrastructure requirements for the proposed solution based on the functional document provided in **Annexures**.

4.2 Project Duration

The project completion time i.e., designing, supply, configuration development, coding / customization, installation, commissioning and training is 9 months from the date of issue of work order.

4.3 Essential Information

1. Bidders are advised to study the Tender Document and Annexures carefully. Submission of Tender shall mean that bidders have studied the document carefully understanding its implications in all totality. . Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Security.
2. No change in the bids would be entertained and permitted thereafter.
3. Sealed bids should be prepared in accordance with the format mentioned in this RFP. The same should be submitted not later than the date and time laid down, at the address given below.
4. This tender document is non-transferable.

4.4 ELIGIBILITY FOR BIDDERS

The pre-qualification criteria for participating bidders are as given below:

1. The Bidder must be a company registered under Indian Companies Act 1956.

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2. The Bidder should have been in operation for at least 3 years as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.
3. The Bidder should have had an average annual turnover of ₹ 50 lakh in software services, implementation and development operations. A certificate from the statutory auditors shall be attached as a proof for the same.
4. The bidder should have completed at least **Twenty Five** successful ERP Implementations in last 5 years. The sign-off letters or copy of contract should be submitted.



5 GENERAL INSTRUCTIONS

5.1 Project Commencement

The commencement of the project will be signed off between WAMUL and the Vendor thru a kick-off meeting. This date will be recorded as Official date for commencement of operations.

5.2 Maintenance support plan

Maintenance support is a bundle of support services desired by WAMUL at different level of Implementation and Post implementation stages of this ERP:

1. Warranty Support of 12 months after 'Go LIVE'
2. Support of 3 years after post-warranty period
3. ONSITE ERP Support for minimum 4 Months

5.3 Warranty Support

The warranty period will commence from the date of '**GO LIVE**'. During warranty period, the vendor must provide comprehensive support for application, integration, implementation failures for free of cost. Vendor shall deploy adequate resources to maintain the system without any outage from the possible associate causes mentioned in the Service level Agreement (SLA). All the support is required during the warranty on working hours, on all working days of the year, for maintaining the accepted performance level and other services as detailed elsewhere in this RFP. The bidder shall submit the call log-in procedures and escalation procedure for Maintenance Support during Warranty and Post Warranty Support if contracted. During Warranty and Post Warranty Support, if contracted, in case of any performance related issues, the selected bidder shall attend to and solve any performance bottleneck even if it is not due to the bug in the software. In case of software problem, the same should be rectified immediately and provide the solutions to improve the seamless performance. The maintenance support should ensure the following:

- Ensure the smooth operation of the entire System
- Provide corrective maintenance, troubleshoot and isolate defects, including diagnosis and correction of all latent errors in the application systems.
- Interim solutions in the event while awaiting the corrective measures to correct any errors.
- Investigate and correct defects in the application systems as reported by WAMUL within the service level.
- Fine-tune and improve the performance of systems (if required).
- Manage, support and implement, at the request of WAMUL, Service Requests, for the purpose of operational enhancements and system upgrade.



- Assessing the impact of new releases, upgrades or patches of all the system software under the scope of maintenance. Ensure that all modifications to the system are properly integrated with the necessary components and that the system performance shall not be degraded.
- Recover lost data, restore and repair damaged data and correct erroneous data to the extent possible.
- Provide system support services, including technical advice and assistance to WAMUL to ensure the continuity and availability and accessibility of the production systems.
- Implement and enhance operational procedures as and when needed.
- Ensure that all program source codes and executable codes are properly maintained (especially the versioning) and backed up. This is to allow the system to be rebuilt from scratch if required.
- Maintain all standards and procedures applicable to the systems (e.g. generic modules or reusable component etc).
- Be the vendor coordinator for problems pertaining to the system, which require third party vendors or external organizations for troubleshooting and rectification.
- Produce and update technical and user documentation for the application systems
- Provide advice, guidance, and training to WAMUL Systems Officers in the use of the System.
- Provide System briefings to users when necessary.
- Attend to user queries and provide assistance to them in the operation of the System.
- Provide Remedial Support as requested by WAMUL.

Without prejudice to the warranties given for individual products or services, the selected bidder shall warrant to WAMUL that:

The systems represent a complete, integrated solution to WAMUL's requirements as mentioned in the Scope and will provide the functionality and the performance set forth therein. The selected bidder shall accept responsibility for the selected inter operations and integration in accordance with requirements of technical specifications of all products provided under the context.

The selected bidder will offer to WAMUL all services required during warranty and provide the required licenses (if procured from the bidder) of all the software's installed in the system in WAMUL's name. The bidder will offer all possible assistance to WAMUL or licenses of products included in the system. The Selected bidder also warrants that all software implemented under the contract shall have no defect arising from design or from any act of omission by the Bidder. The selected bidder will make reasonable and necessary efforts to correct the defects in the systems that constitute significant deviations from the Technical Specifications.

Note : This support includes the implementation of migration to new versions for all Software products which may be released as referred in this document during the support period.

5.4 Post-Warranty Support

A comprehensive Post Warranty Support plan in accordance with ticket based resolutions of High and Medium priority as mentioned in the SLA shall be offered by the selected bidder. The selected bidder shall support the application on working hours of WAMUL. The selected bidder shall offer Post-implementation Maintenance Support for a period of 3 years from the date of expiry of warranty support.

A separate contract (purchase order) may be issued for AMC after warranty period. The contract may be for one year or two years or 3 years. WAMUL reserves the right to enter or not into the contract of AMC. However, the financial bid against AMC would be considered for evaluation of the bid.

In the similar manner, a separate contract may be issued for Onsite ERP support. The contract may vary from one to 4 months. WAMUL reserves the right to enter or not into the contract of onsite ERP support. However, the financial bid against this component would be considered for evaluation of the bid.

Note : This support includes the implementation of migration to new versions for all Software products which may be released as referred in this document during the support period.

5.5 PROJECT COMPLETION

The project will be deemed as completed only after:

1. The project scope and requirements are met in full and the deployment of Application software for all our relevant functions is completed in all respects as per RFP and requirement analysis, more clearly elaborated in **Annexure - V**.
2. The data migration is complete with respect to all legacy systems to the satisfaction of WAMUL.
3. One full cycle for each module is completed in LIVE environment for all relevant functions of WAMUL and SIGNED OFF.
4. All trainings are completed and all documentation is submitted by the operator to the satisfaction of WAMUL.
5. WAMUL and the operator SIGN OFF after successful completion of the project and commencement of the warranty period of twelve (12) months.
6. WAMUL and the operator SIGN OFF after successful completion of the warranty period of the project and commencement of Maintenance Support phase for a period of 3 years.

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5.6 TRAINING PLAN

The vendor should impart training to WAMUL team comprising of functional users and system administrators. The selected bidder is required to conduct the training through competent trainers. All training activity should be centralized and should be performed at WAMUL premises. The bidder shall explain the users the entire functionality of the software and technical problems faced by them for troubleshooting. The Bidder shall provide extensive lecture notes and handouts in hard copy as well as soft copy. The following set of trainings is required:

6 INSTRUCTIONS TO BIDDERS

6.1 Key events & dates

The schedule of activities for the purpose of the RFP is outlined below:

S.No.	Key Activities	Dates
1	Pre-Bid Conference	15:00 Hours 06-Dec-2018
2	Last date for Requests for clarification	15:00 Hours 07-Dec-2018
3	Response to Bidder queries	08-Dec-2018
4	Last Date for Submission of Bids	14:00 Hours 13-Dec-2018
5	Date of Opening of Technical Bids	14:15 Hours 13-Dec-2018
7	Short listing of technical bidders	will be done internally based on technical scores
8	Commercial bid opening	

6.2 Contact for Clarification of RFP.

The Managing Director
The West Assam Milk Producers' Cooperative Union Ltd(WAMUL),
 R.K.Jyoti Prasad Agarwala Road,
 Panjabari,
 Guwahati – 781 037
 Assam

E-mail: wamulerp@gmail.com

6.3 Clarifications / amendments of RFP Documents

1. A prospective Bidder requiring any clarification of the RFP documents may notify the organization in writing at the address indicated in the RFP, a format for the same has been provided in **Annexure - X** attached with this RFP. The questions may be sent by the bidder via email also before the last date (mentioned in the key events) for receipt of the questions

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2. WAMUL would prepare responses to all the queries raised by the bidders in a consolidated manner after the pre-bid conference and provide a suitable answer. The queries should be precise, to the point, relevant and should not be out of context.
3. **The Managing Director, The West Assam Milk Producers' Co-operative Union Limited, Guwahati** at his discretion, may extend the deadline for the submission of proposals.

6.4 Language of Proposal

The proposal and all correspondence and documents shall be written or need to be accompanied by an accurate translation of the relevant documents in **English**. All proposals and accompanying documentation will become the property of WAMUL and will not be returned. The hardcopy version will be considered as the official proposal.

6.5 Documents comprising the proposal

The Proposal submitted by the Bidder shall comprise the following documents:

- I. Technical bid will be in two Annexures:
 - a. Pre-qualification evaluation containing data to support the qualification of the Bidder to bid for the project, as specified in **Annexure-I**
 - b. Technical Evaluation in the formats as specified in **Annexure-II** of this RFP.
- II. Commercial bid in the formats specified in **Annexure-III** of this RFP.
- III. Solution Architecture (including proposed changes if any) in the formats specified in **Annexure-V** of this RFP
- IV. Payment Terms : a) Implementation, b) Maintenance Service Support (Service Cost) in the formats specified in **Annexure - IV** of this RFP
- V. Phases of Implementation and deliverables in the formats specified in **Annexure-VI** of this RFP
- VI. Functional Requirements of WAMUL in **Annexure-XI**
- VII. Service level agreement as defined in **Annexure-VII** of this RFP
- VIII. Format for Performance Security as per **Annexure - VIII(a)**
- IX. Performance Bank Guarantee (PBG) as specified in **Annexure-VIII(b)**
- X. Business Agreement to be signed by the successful bidder, the format is detailed in Annexure-IX
- XI. Clarification about this RFP may be written in the format specified in **Annexure-X** of this RFP

6.6 Technical bid covering letter and enclosures

1. **Rs.15000/- (Rupees Fifteen Thousand only)** as EMD amount should be in the form of DD from the Nationalized Bank in the Technical Bid.

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The EMD should be drawn in the name of "The West Assam Milk Producers' Cooperative Union Limited" **payable at Guwahati.**

2. Bidder shall furnish the required information on their prequalification, technical and commercial strengths in the enclosed formats only. Any deviations in format may make the tender liable for rejection.
3. The Bidder shall provide a breakdown of work plan based on the scope of work and the project milestones provided in RFP.

All exclusions and deviations with respect to Technical and Commercial should be mentioned in the respective bid only at the end of the document as one of the sections or headings.

6.7 Financial Proposal

The formats in this version of this RFP should be used to create the bidder's financial proposal. Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as **supplemental** to the required response.

All Prices shall be quoted entirely in Indian Rupees.

6.8 Proposal Validity

The Bids shall be valid minimum for a minimum period of 120 days (one hundred and twenty days) from the date of opening of technical bid and commercial bid shall be valid for a period of 90 days (ninety days) from the date of opening of opening of commercial bid.

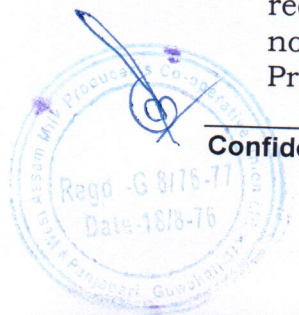
Note: WAMUL shall not be responsible for any postal delay about non-receipt / non-delivery of the documents.

6.9 Pre-Bid Conference

WAMUL will host a Pre-Bid Conference, on **06 Dec 2018 at 15.00 Hours** at the headquarter of WAMUL as per address given in this document.

The Bidder's designated representatives are **invited** to attend the Pre-Bid Conference at their own cost, which will take place at the venue and time as fixed by the organization.

The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder is requested to submit only relevant questions in writing to reach WAMUL not later than the date stated in the RFP. It may not be practicable at the Pre-Bid Conference to answer questions received late, but questions and



responses will be transmitted in accordance with the following Sub-Clause.

Any modification of the RFP document which may become necessary as a result of the Pre-Bid Conference shall be made by WAMUL exclusively and Pre-Bid Conference will not be a cause for disqualification of Bidders but, separate queries from such bidders shall not be entertained at later stage. The decision of the WAMUL regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.

Request for clarifications shall be sent by bidders through email/fax/post (in the format specified in this volume of the RFP) not later than the date specified in the RFP. All the requests shall be addressed to the contact person in WAMUL as mentioned in the RFP.

WAMUL will endeavor to provide a complete, accurate, and timely response to all questions to all the bidders. However, WAMUL makes no representation or warranty as to the completeness or accuracy of any response, nor does WAMUL undertake to answer all the queries that have been posed by the bidders.

6.10 Amendment of RFP Document

At any time before the deadline for submission of bids, WAMUL may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by issuing amendment. The due date of submission in such as case will be extended suitably.

All the amendments made in the document, if any, would be published on <http://www.purabi.org> on or before 08th December 2018.

The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The WAMUL also reserves the rights to amend the dates mentioned in the RFP

6.11 Limits on Promotion

The Bidder agrees to make no reference to WAMUL or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the organization. The Bidder shall not perform any kind of promotion, publicity or advertising etc. at WAMUL through any kinds of hoardings, banners or the like without the express prior written consent of the same.

6.12 Mode of Submission

The Bidder shall prepare two part proposal comprising the "Technical Bid" as given in **Annexure-II**, and the "Commercial Bid" in the given format in **Annexure-III**, the same is to be filled after considering the guidelines mentioned in this RFP.

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The bidder will submit one original set of documents comprising parts of the proposal as described in RFP, bound with the section containing the Form of Proposal and Appendix to Proposal, and clearly marked **"ORIGINAL"**. In addition, the Bidder shall submit **one hard and one soft copy** of the Proposal and clearly marked **"COPIES"**. In the event of discrepancy between them, the original shall prevail. The original and all copies of the **"Technical bid"**, be placed in *separate sealed envelope* clearly marked **"TECHNICAL BID"**. Similarly, the original and all copies of Commercial Bid shall be placed in a sealed envelope clearly marked **"Commercial Bid"** followed by the **Tender number and the name of the RFP**.

Note: Pre-qualification pro-forma (Annexure-1) should be sealed along with the technical bid only

The envelopes of Technical and Commercial Bid shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the RFP.

The organization shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

If the Commercial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

Further, in the event of discrepancy between the hard copy and the soft copy, the hard copy shall prevail.

The original and all hard copies of the Proposal shall be typed (in the case of hard copies, photo-copies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the Proposal, where entries or amendments have been made, shall be initialed by the person or persons signing the Proposal.

Tender offer in duplicate should be sent by Post addressed to address mentioned in the RFP or dropped in the Public Tender Box located at the entrance door of WAMUL office.

WAMUL shall have no responsibility whatsoever if the tenders are not received in sealed covers at the appointed date and time. The tender papers are not transferable.

Tender papers received after 14:00 hours (IST) on the due date will not be considered under any circumstances whatsoever. However, WAMUL

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reserves its right to postpone the opening of the tender at their own discretion.

The terms "tenderer" and "bidder" are inter-changeable but having the same meaning.

6.13 Authentication of Bid

The "Bidder" as used in the RFP shall mean the one who has signed the Bid document forms, duly Authorized by the Bidder (Lead Bidder in case of consortium), in which case Bidder shall submit a Power of Attorney in the name of the Authorized signatory. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be signed by the authorized signatory.

6.14 Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by WAMUL to facilitate the evaluation process, and all such activities related to the bid process.

The bidders may visit the sites and obtain additional information at their own cost and responsibility.

6.15 Use & Release of Bidder Submissions

WAMUL is not liable for any cost incurred by the Bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the organization and may be returned at its sole discretion. The content of each Bidder's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.

6.16 Deadline for submission of proposals

Proposals must be received by the organization at the address specified in the RFP, no later than the time and date stipulated in the RFP.

6.17 Late and delayed proposals

Any Proposal received by the organization after the deadline for submission of Proposals prescribed in RFP will be summarily rejected.



6.18 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 or withdrawal is received by WAMUL prior to the deadline prescribed for submission of Bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this Section. A withdrawal notice may also be sent by fax or email but should be followed by a duly signed confirmation copy not later than the deadline for submission of Bids. No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

6.19 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with WAMUL. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

6.20 Overly Elaborate proposals

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

6.21 EXPORT LICENSE /EXPORT PERMISSION AND END USE CERTIFICATE

It is entirely the responsibility of the bidder who is quoting for software of foreign origin to ensure obtaining export permission/ license / authorization as required from the respective Government before arranging supply. WAMUL would not accept post supply inspection by any agency / authority of any foreign country. It is therefore, necessary that the bidders offering software of foreign origin shall have thorough knowledge of export contract regulations in vogue in those countries. The bidder shall indemnify the purchaser against any consequences in respect of any end-use declaration they / their overseas Principals may furnish to the Government / license.

Agencies of the country of origin of the software while seeking export permission / license.

Post supply inspection, contrary to the terms and conditions of purchase's contract shall be deemed to be null and void. WAMUL reserves the right to reject any offer, which is not in conformity with the above instructions.

6.22 Contacting WAMUL

From the time the Proposals are opened to the time the Contract is awarded, the bidders should not contact the officials on any matter related to its Technical and/or Financial Proposal. Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders Proposal. Queries, requests if any regarding the bid should be forwarded to the address specified in this document.

7 PROPOSAL OPENING AND EVALUATION PROCESS

7.1 Evaluation Committee

The Technical Evaluation Committee(s) will be constituted by The Managing Director, WAMUL. He may nominate some external/expert members, in the interest of WAMUL.

7.2 Opening of Technical bids

The Technical Bid Opening Committee will open all the parts of Technical Proposals on the specified date, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the RFP. The Bidders' representatives who are present shall sign a register evidencing their attendance.

If the date stipulated for receipt of tender bids or for their opening happens tender happens to fall on a Sunday/ Public Holiday /unscheduled closure, it shall be deemed to fall on next working day.

During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. WAMUL may waive any informality or non-conformity 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. Bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

The price bids of the techno -commercially qualified bidders will be opened later on a date and time that will be intimated to them subsequently. Incomplete tenders or where both parts of the tender are not submitted on or before the due date and time will be rejected.

7.3 Two Bid Evaluation

A committee duly constituted by the Managing Director, WAMUL will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties. The evaluation of the proposals will be carried out in two stages:

7.4 Technical evaluation

1. Primarily the pre-qualification documentation furnished by the bidder (as defined in **Annexure-I**) shall be examined prima facie to substantiate the compliance with the bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc.
2. The next stage of the technical evaluation will be an assessment of the Technical Bid. WAMUL representatives will proceed to a detailed evaluation of the Technical Bids as defined in **Annexure-II**, in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, WAMUL will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this RFP.
3. Evaluators of Technical Proposals shall have no access to the Commercial Bid until the technical evaluation is concluded and the same is approved by the appropriate committee.
4. The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining users views with reference to the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
5. The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of WAMUL and this criteria / recommendation will also form part of short-listing of the firms.

7.5 Commercial evaluation

Based on the results of the technical evaluation, WAMUL representatives will then proceed to open and evaluate the Commercial Bid of the technically acceptable bidders. Based on the total marking of technical bid and financial bid, the lowest price bidder may be called for further negotiations.

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- A substantially responsive Bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposals without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the deliverables, or limits in any substantial way, inconsistent with the Request for Proposals, WAMUL's rights or the Bidder's obligations for, performance of the Project and the rectification of deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- WAMUL may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the selection of any Bidder.

7.6 Process to Be Confidential

Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

7.7 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initiated by the person signing the tender form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of WAMUL, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Schedule of Prices, the amount obtained on totaling the line items in the Bill of Materials will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

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7.8 Initial Examination of Proposals

Prior to the detailed evaluation of Technical bid, the organization will determine whether:

- Requisite bid security (EMD) has been submitted;
- The proposal has been properly signed;

In case the proposal is not accompanied by the requisite bid security (EMD) and/or it has not been properly signed and/or there is a discrepancy between the items on the checklist and the actual documents/material submitted, organization reserves the right to declare the bid invalid.



8 TECHNICAL EVALUATION

8.1 Pre-Qualification parameters

(Pre-Qualification parameters conforming to Annexure-I)

The Bidder shall furnish the information required in the prescribed formats as given in this section. The broad parameters for the prequalification are described in section 4.4

- a. General information of the bidder: Same as in **Annexure-I**
- b. Particulars of Turn over: Same as in **Annexure-I**. This should satisfy the requirements for minimum turnover as specified in eligibility section of the Eligible Bidders of this RFP. The bidder may include the revenue from international projects also. Entire annual report including name and turnover of subsidiary should also be provided by the vendor in the same format.
- c. Details of Staff: Same as **Annexure-I**. The company should have sufficiently experienced staff to undertake this project, the availability of these resources or the willingness of the company to deploy these resources in the region shall also be considered. The details of the resources to be assigned on the project should be presented in the format of a CV.
- d. Experience & Track record in the field of ERP implementation.
- e. A description of the company's qualifications demonstrating prior Successful Deployments in either public or private sector showing:
 - i. Systems/solutions comparable in size and scope to the requirements of this RFP;
 - ii. Diverse business environment integration comparable to WAMUL's profile.
 - iii. Deployment of resources/manpower sufficient to respond to state wide implementation within the timeframes stated in this RFP.
 - iv. A brief description of the company's experience (if any) in designing similar solutions for Government clients in India.
 - v. Bidder must list the names of at least three private sector companies or government organizations for which it has provided services of a comparable scale and complexity as outlined in this RFP. The listing must include the organization's name, as well as the name and current contact telephone number of at least two representatives of each organization who may be reached by WAMUL, system components used by each client. The Bidder shall be solely responsible for providing references that are available to be contacted within a reasonable



- timeframe by WAMUL. The project referred in this context shall be discussed in detail as part of the client's experience.
- vi. Details in this regard to be provided in format as in of **Annexure-I**.
- f. A checklist stating whether the bidder would be able to provide for the functionalities mentioned in the Functional Requirement Study (**Annexure V**) as per the details mentioned in section:
1. A format for the same has been provided in **Annexure-I** attached with the RFP. A bidder may be disqualified if it is not able to provide key functionalities or an alternative solution which is acceptable to WAMUL.
 2. A checklist should be attached inside the Technical bid. The format for the checklist is as follows:

Checklist for Pre-Qualification Parameters

Sr. No.	Document Enclosed	Yes/ No
1	Cover letter for Pre-qualification	
2	Bid Security/ EMD (in the format of DD through Nationalized Bank)	
3	General Information about the bidder	
4	Staff details attached	
5	Experience and track record, with certification for completion of projects	
6	Proof of certification levels (CMM) Attached	
7	Checklist of availability of functionalities mentioned in FRS	

8.2 Technical parameters conforming to Annexure-II

Each Proposal will be evaluated according to the following criteria, but not limited to:

1. The quality, responsiveness, responsibility, ease of use, reliability and comprehensiveness of the proposed technologies, adherence to IT Architecture Plans, Information Systems Security Policy, other strategic dimensions and services incorporated in the proposed solution.
2. Bidders understanding of WAMUL's requirements as reflected in the approach presented by the Bidder of the solution offered and technology related issues.
3. The evaluation will measure if the Bidder's proposed solution meets WAMUL's service needs as outlined in the RFP. If needed site

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Inspections and management Interviews, if requested by WAMUL, will be factored into the evaluation.

4. The evaluation will be made based on Bidder's responses to all RFP requirements including, but not limited to, data from the Bidder's Proposal, questions and answers, Bidder qualifications, expertise and relevant experience.
5. Bidder's demonstrated ability to make available the key personnel at the time of contracting and post key personnel on the project thereafter.
6. The Bidder's expertise in managing complex integrated systems and services and implementing and maintaining proven state-of-the-art technologies.
7. Bidder's ability to provide the needed support (installation support, maintenance, training etc.), references confirming past success in similar projects, use of appropriate technologies and products, ability to provide integrated software solution etc.
8. The Bidder's Design, Development and Implementation Plan, its deployment of sound project management strategy and its allocation of sufficient resources to address all aspects of its proposed solution will also be evaluated.
9. The Technical Bid should be structured according to the following sections:
 - I. **Project Understanding:** Detailed note on the understanding of purpose, objective and scope of the project. The bidder must elaborate his understanding of the Objective of the application proposed for WAMUL, the rationale behind it, functionality and processes through a write-up not exceeding 1500 words. The bidder also needs to mention in detail the availability of various functionalities of different modules of the application, and alternative approach/ non-availability of these. The checklist provided in **Annexure-II** may be attached with the same.
 - II. **Scope and Terms of reference** must also be indicated. The terms of the reference should be based on the Functional Requirement document of WAMUL attached in the **Annexure-V**.
 - III. **Hardware and Additional Software requirements:** The bidder also needs to provide preliminary hardware recommendation for its solution. Bidder should mention if there is any additional cost for maintaining and purchasing any third party software components, required to run the application.

IV. Technical Solution

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- The Bidder must state the philosophy and approach adopted in understanding the processes and the methodology adopted in studying the process and functionality of the proposed integrated solution.
- Based on the understanding of the IT infrastructure facilities available at WAMUL and those being proposed by the bidder, the bidder should provide an outline of the solution under the following topics
 - Overview of the Proposed Solution
 - Overall architecture
 - Technical architecture with integration of all the three applications using the ERP and Enterprise Portal.
 - Scope and Approach note for integration
 - Any additional modules/ software required should be disclosed/informed during pre-bid conference.
 - Vendor may propose standard Implementation methodology
 - Training Plan and Approach
 - Functionalities & deliverables of Resources during Implementation (including warranty) and Post implementation
 - Warranty Support plan and post implementation Support plan.
 - Ticket based Post Implementation Support with Proposed Service Level Agreement
 - Quality assurance/process
 - Risk Assessment methodology
 - The technical proposal shall also contain bidder's plan to address the key challenges of the project.
 - Specify overall and module wise deliverables in detail (Please refer **Annexure - VI**)
 - Exclusions

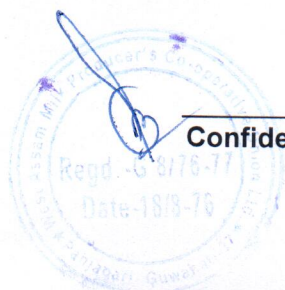
V. Project Management:

The bidder must address the following in their Implementation approach and customization approach:

- A detailed Project schedule and milestone should be mutually decided with the bidder.
- Approach and Methodology of design, development and implementation of the software. The plan should adhere to the standard steps of software development/implementation/post implementation support life cycle as well as the conditions mentioned in this RFP.
- Key implementation objectives, key deliverables and an implementation schedule for the same.



- The bidder's plan/strategy for communicating with WAMUL project Management Team and the problem resolution mechanism for the customization and Implementation Plan shall provide a detailed description of the Bidder's approach for the design, development and implementation of the proposed solution enumerated in this RFP.
- Bidders shall identify key implementation objectives, how these objectives will be met and the respective dates on which deliverables incorporating these objectives will be completed and ready for use by WAMUL.
- Manpower deployment plan and resources to be dedicated to the project. Resumes of the Project Manager, Functional Consultants and Technical consultants who are part of the implementation project should be provided. These consultants should be certified in their respective domain or technical aspects from the concerned certifying authority.
- **Risk Assessment:** A detailed risk assessment of the entire project under the different project phases along with the suggested mitigating measures, as reflected in the proposed solution set. Project Phase Risk, Elements, Level of Risk, Impact area, Description of Risk & Mitigation measure
- **Roles and responsibilities:** Roles and responsibilities for the bidder and WAMUL throughout each phase of development and deployment of services enumerated in this RFP.
- The bidder shall provide necessary technical documentation, which includes User manual, System Administration manual, Installation manual, etc.
- Note on Deliverables at various stages of the implementation of project
 - Functional flow diagrams and system study document
 - Detail project plan, schedules
 - Requirements list
 - Hardware and network requirement study.
 - User/Operational Acceptance Test Plan
 - Detailed resource plan (during warranty and post implementation)
 - System Test Plan
 - Training Plan
 - Infrastructure Plan
 - Backup and disaster recovery plan
 - Strategies for Instances, Interfaces and Testing Documents
 - System Design Specification
 - Technical design document
 - Interface Design Specification
 - Module/Integration Test Plan
 - Customization requirement documents
 - Functional specifications on gaps identified
 - Fit - gap document



- Customized Source Code
- Actual Implementation methodology
- Training Material and methodology
- User Training
- System Handover Checklist
- Cutover strategy
- Warranty Assurance and Warranty relevant documents
- Data Migration/Data conversion scripts/Reports
- Operation & maintenance manuals
- Configuration document
- Project Closure & sign off

The Note should be in brief describing the main content of the deliverables. The vendor should indicate the standards/best practices which the vendor aims to follow as a part of the project for preparation of various deliverables.

The technical evaluation would be carried out as per the criteria listed above and associated weightages thereof are as given below:



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Sr No	Sr No	Evaluation Criteria	Overall Score	Breakup Actual Weight
1	ERP Implementer Profile		53	
	1	No. of years of experience of the firm (attach copy of certificate of incorporation).	10	No of years since incorporation
		3 to 5		2
		6 to 10		5
		More than 10		10
	2	Turn-over of the firm during each of the last 3 years (attach relevant documents or certificate from a Chartered Accountant firm, in support).	5	Average Annual Turnover
		50 Lakh to 75 Lakh		1
		75 Lakh to 100 Lakh		2
		More than 101 Lakh		5
	3	Total work force of ERP Technical & Functional Consultants	10	Functional consultant
		10 to 20		2
		21 to 50		5
		51 and above		10
	4	Presence in WAMUL Operation Area	3	Regional Presence
		Not Available in Eastern India		0
		Available in Eastern India		2
		Available in Assam		3
	5	ERP Implementation in Last 5 years (any member in case of Consortium)	15	No of similar assignments
		25 - 50		5
		51 - 100		10
		More than 100		15
6	ERP Implementation in Dairy/ Food/FMCG industry (Lead member in case of Consortium)	5	Experience in dairy/food/FMCG industry	
	5 - 10		1	
	More than 10		5	
7	Details of ISO or CMMi certifications for IT Service Management, if any. (Please provide copy of certificate)	5	No of similar assignments	
	No		0	
	Yes		5	
2	Solution Proposed		25	
	1	Solution suggested in 100% Open source and license free? Please provide a self certificate that there will be no license fees involved and in future also there will be no fees for any updates.	10	No of similar assignments
		No		0
		Yes		10
2	Implementation approach it will be evaluated based on following parameter: - understanding scope of work -Functional solution -Technical architecture -Project implementation approach -Training, Testing & Deployment Plan	15	15	
3	Team Structure		22	
	1	Project Manager - 1 Nos	11	11
		Team Member - 1 Nos	11	11
Total			100	100



The evaluation criteria for each of the team member is as below:

Parameter	Criteria	Score
Qualification	B.E./B.Tech/M.Tech/MCA/ or equivalent qualification with Minimum 10 years of post-qualification experience in having completed at least three IT projects as project manager	1
Experience in IT (in years)	less than 5 years	0
	6 to 8 years	1
	more than 8 years	2
No of Years with the same organization who is bidding	less than or equal to 2 years	0
	3 to 5 years	2
	more than 5 years	3
Completed ERP Projects as Project Manager	less than or equal to 10	0
	11 to 25 numbers	2
	more than 25	5

Resume of the Project manager will be evaluated based on the above criteria. However, for the team member the last criteria would be considered as worked as a team member in ERP Projects. WAMUL will consider highest scoring candidate as team member for technical evaluation.

Bidder has to confirm that the project manager should remain the same till the completion of the contract (i.e. Completion of supply and installation of ERP software and completion of the warranty period).

Total score of the each bidding party shall be determined based on their total technical score. A **minimum score of 55%** shall be required to qualify for the Price Bid evaluation.

WAMUL reserves the right to accept or reject any bid or reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidders; without giving any reasons whatsoever.

8.3 Acceptance testing & certification

The Project Coordinator may undertake an exercise of Testing, Acceptance and Certification of ERP system either directly or through a nominated qualified agency, as soon as the Operator declares the ERP system to be ready for the commercial deployment.

Operator shall coordinate with the Project Coordinator and the nominated agency for performing the acceptance testing and certification. The



following methodology will be adopted for acceptance testing to be carried out for ERP solution:

The Project Coordinator will nominate a suitable neutral and technically competent agency for conducting acceptance testing and certification. The agency will lay down a set of guidelines following internationally accepted norms and e-Governance Standards for the testing and certification in all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and subsystems, coding, testing, business process description, documentation, version control, change management assessment, security, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement. The agency nominated by the Project Coordinator for ERP project will establish appropriate processes for notifying the Operator of any deviations from the norms, standards or guidelines at the earliest instance after noticing the same to enable the operator to take corrective action. Such an involvement of and guidance by the agencies will not, however, absolve the Operator of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the project to deliver the services.

Should acceptance tests not be concluded to the satisfaction of the Project Coordinator, WAMUL shall have the right to reject the solution/ or identified faulty components in respect of which the acceptance tests are not satisfactorily concluded as provided in this section and to take remedial action including issue of notice to terminate the Agreement.

8.4 Acceptance Criteria and Certification

The primary goal of Acceptance Testing & Certification is to ensure that the project meets requirements, standards, specifications and performance prescribed by WAMUL or external agency from time to time and shall include the following acceptance tests, which shall be conducted by WAMUL team or through an external agency appointed by WAMUL.

8.5 Performance

Performance is a key requirement for the Project. The deployed solution is supposed to be a highly scalable solution, which is designed in a scale up/out model at each layer. This will provide the model for future growth. This test process will include the following activities:

1. Determination of performance metrics
2. Designing performance tests
3. Development of workload
4. Performance testing and sizing study
5. Identification of bottlenecks and providing solutions.
6. Determining final performance figures.
7. Communication of final results to all stakeholders



Final output of this process would be a sizing guide for the solution tested. The sizing guide will document the details of the performance tests, test data, bottlenecks identified, alternate solutions provided, and the final performance data. This document will provide the scalability data of the solution for various loads. This will become the authentic guide for future scale up/out plans of the Project.

8.6 Availability

The ERP solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures. This test process will include the following activities:

1. Designing tests for high availability testing
2. Execution of high-availability tests
3. Assessment of transaction/data losses in relation to Disaster Recovery system
4. Communication of final results to all stakeholders
5. High Available clustering at all Applications and DB server levels will be targeted at 99.90% availability.

8.7 Security

Security certification process will include:

1. Audit of Network, Server and Application security mechanisms.
2. Assessment of authentication mechanism provided in the application /components /modules
3. Assessment of data encryption mechanism.
4. Assessment of data access privileges, retention periods and archival mechanisms.
5. Final output of this process would be a comprehensive audit report including all the above.
6. Network, Server and Application security features incorporated in ERP Project.

8.8 Manageability

Manageability Requirements of ERP & EP will be tested and certified for the following:

1. Remote Monitoring of Status and Statistics of all high-level components
2. Management capability to start/ stop/ restart services & systems.
3. Auto discovery of all components manageable through SNMP
4. Auto discovery of all other system components
5. Ability to track changes in configurations of the system components to help track Service System disruptions.

8.9 Ongoing Maintenance and Support

The bidder should detail their manpower allocation, organization and response times to be provided for the Maintenance Support (as part of the warranty period for the application and post implementation support) of the project following the project "Go Live" Date. The details mentioned in the SLA (**Annexure-VII**) must be adhered to while preparing the response.

8.10 Data Migration

The data migration strategy from the legacy system and manual records for the sites where deployment should be proposed to the new system including data preparation and uploading. Data entry modules need to be provided by the Software developer to ease the process of data entry for the application being developed.

8.11 Other requirements

The Bidder should also submit the following:

- a) A note on bidder's Quality Assurance methodologies / process proposed to be used. It should also include the version control tools and methodology used.
- b) A list of deviations and exclusions from the defined scope.
- c) Bidder's guarantee for meeting the implementation schedules for completion of key deliverables.
- d) **Relinquish Source Code and Intellectual Property Rights.**
- e) **Bidder statement agreeing to relinquish source code and Intellectual Property Rights of the modules developed by the bidder as required under this RFP. For, off the shelf packages used by the bidder in the development/ customized and implementation of the modules proposed in the RFP, licenses (if procured from bidder) for use of the same need to be provided by the bidder.**
- f) Total Responsibility: Bidder should issue a statement assuming total responsibility for the fault free operation of the project.
- g) Statements to be attached

The following statements should be attached along with the Proposal:

- A Statement affirming that the Bidder possesses the legal capacity to enter into a contract with WAMUL (formally executed acknowledgment).
- An affirmative Statement and guarantee that the Bidder's Proposal meets or exceeds all of the requirements set forth in this RFP.



10 DISQUALIFICATION

The bid is liable to be disqualified if:

- Not submitted in accordance with this document.
- During validity of the bid or its extended period, if any, the bidder increases/decreases his quoted prices.
- The bidder qualifies the bid with his own conditions.
- Bid received in incomplete form or not accompanied by bid security amount.
- Bid received after due date and time.
- Bid not accompanied by all requisite documents.
- Bidder sub-contracts any part of the project to any of the parties having interest in the project.
- Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by the Client Bidders may specifically note that while processing the tender documents, if it comes to our knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of tender then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by WAMUL. It is also clarified that if need arises the purchaser would go in for appointment of outside party(s) to undertake the work under the captioned tender. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/ bidders are withdrawn upon notice immediately.

After evaluation of all accepted proposals by the evaluation committee, a contract may be awarded to the successful bidder whose proposal meets the requirements of this RFP and the evaluation of the technical committee and has the lowest value commercial bid (among those bids which got selected for commercial bid opening) hence providing the best value to the organization. WAMUL 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 or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for WAMUL's action.

10.1 Notification of Award

The acceptance of a tender, subject to contract, will be communicated through a Purchase Order at the address supplied by the bidder in the bid document. Any change of address of the Bidder, should therefore be promptly notified to The **Managing Director, The West Assam Milk**

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Producers' Co-operative Union Limited, Guwahati, India (the complete address to be put here).

10.2 Signing of contract

The Bidder shall be required to enter into a contract details of which are provided in the Proposal document, incorporating all agreements between the Parties (Service level agreement, Business Agreement, Security Deposit/Performance bank guarantee etc.), including any agreements reached during the negotiation process, if any with the Authorized Representative, WAMUL, within thirty (30) days of the award of the contract or within such extended period, as may be specified by the Authorized Representative, WAMUL. This contract shall be on the basis of this document, the Bid of the Bidder, the letter of intent and such other terms and conditions as may be determined by the Authorized Representative, WAMUL to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award, in which event WAMUL may make the award to the next Best Value Bidder or call for new Bids.

11 GENERAL INFORMATION, TERMS AND CONDITIONS (SUCCESSFUL BIDDER)

11.1 Earnest Money Deposit (EMD):

1. The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs. 15000.00 (Rupees Fifteen Thousand only)** in the form of a Demand Draft drawn on any Scheduled/Nationalized Bank in favor of the Managing Director, The West Assam Milk Producers' Co-operative Union Limited, Guwahati.
2. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/cheque or any other form other than DD. No interest is payable on EMD.
3. The EMD will be returned to the bidders(s)/Agents whose offer is not accepted by WAMUL within one month from the date of the placing of the final order(s) on the selected bidder(s). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidders.
4. **The successful bidder, on award of contract / order, must send the contract / order acceptance in writing, within 20 days of award of contract / order.**
5. **Though EMD has to be submitted by Demand Draft as mentioned in this document.**
6. The EMD shall be forfeited:
 - a. If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - b. If the Vendor fails to furnish the Acceptance letter within 20 days from the date of award of contract.
 - c. In case a successful bidder fails to furnish the Security Deposit (Annexure-VIII (b) within 30 days from the date of award of contract.
 - d. If the Vendor fails to Sign the following agreements within 30 days from the date of award of contract.
 - Business Agreement (**Annexure IX**)
 - Service level Agreement (**Annexure-VII**)

11.2 Security Deposit: Refer Annexure - VIII (a)

1. Within 15 days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% of the Implementation cost (part 'A' of the Commercial bid value) in the form of Demand Draft/Bank Guarantee favoring the Managing Director, The West Assam Milk Producers' Co-operative Union Limited, Guwahati.
2. The Security Deposit shall be valid till the completion of warranty period.

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11.3 Performance Bank Guarantee: Refer Annexure – VIII (b)

1. This Performance Bank Guarantee will be for an amount equivalent to **10%** of Maintenance Service Support (part 'B' of the Commercial bid value), which is payable to the vendor, through this contract. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Vendor.
2. The performance bank guarantee shall be valid till the end of thirty six (36) months after the completion of the warranty period of 12 months (after go-live).
3. The Security Deposit (SD)/Performance Bank Guarantee (PBG) may be discharged/ returned by the organization upon being satisfied that there has been due performance of the obligations of the Vendor under the contract. However, no interest shall be payable on the SD/PBG.

11.4 Invoking of Security Deposit (SD)/ Performance Bank Guarantee (PBG)

1. In the event of the bidder being unable to service the contract for whatever reason, the organization would evoke the Security deposit or Performance bank guarantee. Notwithstanding and without prejudice to any rights whatsoever of the organization under the Contract in the matter, the proceeds of the SD/PBG shall be payable to the organization as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. WAMUL shall notify the Bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default.
2. WAMUL shall also be entitled to make recoveries from the Bidder's bills, Security deposit/performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

11.5 Liquidation Damages

Time of completion is one of the important aspects of the contract. Liquidated Damages (LD) shall be levied for delays attributable to the Bidder for delays in execution of orders. For delays attributable to the Bidder, liquidated damages for such delay shall be levied at the rate of @ 0.5% per week or part thereof on the total value of the contract as mentioned in the Price bid schedule, based on the stage of activity subject to a maximum of 5% of the total value of the contract.

For e.g., LD imposition during the development stage would be on the total value mentioned in Table-2, that towards facility management including support and maintenance would be on the total price as mentioned in Table 3 and so on.

The liquidated damage will be recovered from any outstanding bills or amount due to the Bidder.



11.6 Copyright / Intellectual Property Rights (IPR)

The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the Purchaser that has been developed/ customized by the Selected. Bidder for the project herein shall remain vested in the Purchaser.

11.7 Termination for default

The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate the Contract fully or in part:

- If the selected bidder/ fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the selected bidder/ fails to perform any other obligation(s) under the Contract, or
- If the Bidder/selected bidder in the judgment of Managing Director, WAMUL, Guwahati, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. In the event WAMUL terminates the Contract in whole or in part, the organization may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected bidder shall be liable to WAMUL for any excess costs for such similar services. However, the bidder shall continue performance of the Contract to the extent not terminated.

11.8 Termination for insolvency

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

11.9 Termination for Convenience

WAMUL, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience.

11.10 Force Majeure

The successful Bidder/ shall not be liable for forfeiture of its Implementation Guarantee, Performance Security, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



- For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the successful Bidder/ fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of WAMUL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Bidder shall promptly notify the Managing Director, WAMUL in writing of such condition and the cause thereof. Unless otherwise directed by the Managing Director, WAMUL in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.11 Confidentiality

- The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information relating to WAMUL.
- The Bidder shall not, without prior written consent from WAMUL, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of WAMUL in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- The Bidder shall not, without prior written consent of WAMUL, make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related documents issued by WAMUL, other than the Contract itself, shall remain the property of WAMUL and shall be returned (in all copies) to WAMUL on completion of the Bidder's performance under the Contract if so required by WAMUL.
- No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- WAMUL and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- If, after thirty (30) days from the commencement of such informal negotiations, the Client and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.
- Arbitration: In case of disagreement between the two parties, Managing Director, WAMUL or his nominee will be involved in arbitration and resolving of dispute. All Arbitration proceedings shall be held at Guwahati, Assam, India, and the language of the



arbitration proceedings and that of all documents and communications between the parties shall be in English.

- o Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.

11.12 Payment terms

WAMUL shall pay to the successful bidder the consideration, to be fixed as per terms of the Contract with the successful bidder(s). The actual amount payable would be calculated after considering the awarded bid amount details, the terms of payment mentioned in the contract and the service level agreement specified as part of the contract. WAMUL shall deduct the taxes as applicable at source. The broad terms of payment are indicated in the **Annexure-IV**.



12 PRODUCT IMPLEMENTATION AND CUSTOMISATION:

The total charges for application development are based on the functional requirements of WAMUL (**Annexure-V**) and the deliverables as mentioned in the **Annexure-VI**.

The payment (after deduction of applicable tax) shall be made after testing and approval of the deliverables by WAMUL. The total Charges for Implementation of the project mentioned here would depend upon those as mentioned in the commercial bid of the vendor (**Annexure-III**) and the SLA.

Note:

- *Warranty for the application development is for a period of 12 months from the date of "Go live" of ERP application in totality. The actual payout to be made at the end of the 12 months warranty would depend upon the services provided by the vendor and application of deductions (if any) calculated as part of the operations SLA.*
- *The payment as per percentages mentioned shall be made at the end of stipulated time period for that phase, depending upon the modules completed and accepted by WAMUL.*
- *SLA shall be applicable to individual modules in case other modules for that particular phase have been delayed. The SLA shall be applicable on the payment amount to be made for that deliverable module.*

12.1 Non Exclusivity, License Fee, IPR

The organization reserves the unrestricted right to deploy the solution developed for WAMUL, at other locations by utilizing the services of any other developer or agency. Except where proprietary software is used in an "off the shelf" condition, the Intellectual Property Rights of solution packages developed for WAMUL shall be vested in the organization that shall have absolute right to use or license the system without any payment to or permission from the Bidder within the organization to any of its offices.

12.2 Software Ownership Rights

The Bidder shall relinquish to WAMUL the source code and the rights to the systems, programs and software developed at WAMUL's expense and without negotiated agreements, all ownership right to the application software procured by WAMUL.

12.3 Patent Rights

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Application Software and Services or any part thereof in India, the selected bidder shall expeditiously extinguish such claim. If the Bidder fails to comply and WAMUL is required to pay compensation to a third party resulting from such infringement, the selected bidder shall be



responsible for the compensation including all expenses, court costs and lawyer fees. WAMUL will give notice to the Bidder of such claim, if it is made, without delay.



13 OVERALL WARRANTIES

The selected vendor warrants and represents to WAMUL that:

- It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- This Agreement is executed by a duly authorized representative of selected vendor;
- It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with conditions mentioned in the RFP.
- In the case of the SLA, the selected vendor warrants and represents to WAMUL, that:
 - I. The selected vendor representative has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services;
 - II. The SLA has been executed by a duly authorized representative of the selected vendor;
 - III. The selected vendor is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with conditions mentioned in the RFP;
 - IV. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel; Selected vendor has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services;
 - V. The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
 - VI. Selected vendor will use its reasonable endeavors to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, save for the Assets, are operational and functional; and
 - VII. If selected vendor uses in the course of the provision of the Services components, equipment, software and hardware manufactured by any third party, which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to the extent possible. In the event that such warranties cannot be enforced by WAMUL, the selected vendor will enforce such warranties on behalf of WAMUL and pass on to WAMUL, the benefit of any other remedy received in relation to such warranties.
- Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the selected vendor is unable to meet the obligations pursuant to the implementation of the Project implementation, Operations and Maintenance Services and any

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related scope of work as stated in this Agreement and the Schedules attached herein, WAMUL will have the option to invoke the Security Deposit/Performance Bank Guarantee after serving a written notice of fifteen days on the selected vendor.

13.1 Limitation of Liability

1. There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property, consequent to jobs undertaken by the Vendor.
2. WAMUL shall not be responsible for bodily injury or death and damage to real property and tangible personal property of the vendor during the course of or consequent to jobs taken up under this Assignment.
3. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be.
4. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 12 months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
5. WAMUL shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.


22.11.2018
Managing Director
WAMUL



ANNEXURE - I

PR QUALIFICATION EVALUATION:

Sr No	Information	Details		
1	Name of Organization/ Company/ Bidder			
2	Registered Address			
3	Contact Details			
4	a) Contact Name /Designation			
5	b) Office Address			
6	c) Postal Address			
7	d) Email ID			
8	e) Telephone /Mobile/Fax			
9	URL			
10	Details of Incorporation of the	Date:		
11	Company	Ref No:		
12	Details of Comencement of	Date:		
13	Business	Ref No:		
14	Valid GST registration no.			
15	Permanent Account Number (PAN)			
16	Total Staff Strength in the Org. in India (Categorise)			
17	Mention Number of certified Resources available for suggested ERP and Enterprise Portal implementation project handled			
18	CMM level 5 Certification			
19	Financial Details (as per audited Balance Sheets) (in INR)			
20	Year	2015-16	2016-17	2017-18
21	Turnover (in INR)			

Please indicate Completed Projects

Project Name	No. Of Users	Status & specify the modules	Year of Completion



Checklist for the pre-qualification

S No.	Item Appropriate document as per requirement enclosed	(Yes/No)
1	Covering letter for Pre-qualification	
2	Bid Security/ EMD	
3	Authorisation letter/resolution from the company enclosed	
4	Two separate bids duly filled and signed in the sealed envelope	
5	List of deliverables enclosed	
6	Registration certificates (GST, PAN)	
7	General Information about the bidder	
8	Staff details attached	
9	Registration Certificate/Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.	
10	SEI – CMM level 5 certified certification	
11	Signed copy of the RFP as token of acceptance of all the terms.	
12	Certificate of Incorporation/Registration	
13	Certificate of Incorporation/Registration-Consortium partner, if applicable	
14	Audited financial statement or certificate from CA firm for last 3 years ending 31.03.2018	
15	Audited financial statement or certificate from CA firm for last 3 years ending 31.03.2018 - consortium partner, if applicable	
16	Copy of CMMi/ISO certificate	
17	Copy of CMMi /ISO certificate-Consortium partner, if applicable	
18	Write up on solution proposed – point 2 of technical evaluation criteria	
19	CV provided as per Format 6 with self-attested copies of educational certificates *Project Manager *Domain Specialist	



Page No: ANNEXURE 2 of 2

ANNEXURE-II
TECHNICAL BID

Date: / /2018

Managing Director

The West Assam Milk Producers' Cooperative Union Ltd(WAMUL),
R.K.Jyoti Prasad Agarwala Road,
Panjabari,
Guwahati - 781 037
Assam

Dear Sir,

Ref: RFP for Supply and Implementation of An Open Source based Enterprise Resource Planning (ERP) Software including configuration & customization with 3 Year Maintenance Support

We, the undersigned Bidder(s), having read and examined in detail all the bidding documents in respect of, do hereby propose to provide our services as specified in Tender.

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IT services as required and outlined in the RFP for Customisation and Implementation of Enterprise Resource Planning (ERP) and Maintenance Support for The West Assam Milk Producers' Co-operative Union Limited (WAMUL) to meet such requirements and provide such services as required are set out in the bid document.

We confirm having submitted the information as required by you in your Request for Proposal document In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

We have enclosed a EMD in the preformed as per the bid security form in the form of a bank guarantee/Demand Draft for a sum of INR ----- (INR -----). This bid security is liable to be forfeited in accordance with the provisions of bid documents.

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

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing Customisation, Implementation and Maintenance Support of **Enterprise Resource Planning (ERP)** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and WAMUL or its appointed representatives.

If our proposal is accepted, we will obtain a Security Deposit/performance bank guarantee in the format given in the bid document issued by a scheduled bank in India, acceptable to WAMUL, for a sum equivalent to **10%** of the respective bid prices as quoted in our commercial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of SIX (plus TWO) MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and WAMUL.



ANNEXURE II Page 1 of 2

Declaration of Unconditional Acceptance of Terms and Conditions in RFP

To,

Managing Director

The West Assam Milk Producers' Cooperative Union Ltd(WAMUL),
R.K.Jyoti Prasad Agarwala Road,
Panjabari,
Guwahati – 781 037
Assam

Sir,

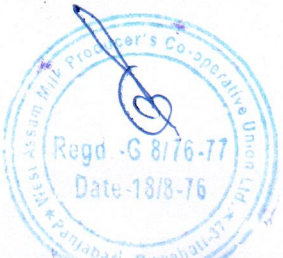
Ref: RFP for Supply and Implementation of An Open Source based Enterprise Resource Planning (ERP) Software including configuration & customization with 3 Year Maintenance Support

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] Regarding Selection of Agency for Integrated IT Solution.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name Designation
Seal
Date:
Business Address:



CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the , and that
..... who signed the above Bid is authorized to
bind the company by authority of its governing body.

(Authority)

Date

(Seal here)



Format for CVs

Resume of key personal				
1.	Name			
2.	Proposed Position			
3.	Date of birth			
4.	Years with Firm (if applicable)			
5.	Nationality			
6.	Education			
	Degree (Specialisation)	Institution	Year in which obtained	
7.	Other Professional certification or training			
8.	Languages & degree of proficiency			
9.	Countries of work experience			
10.	Employment record (Starting with present position, list in reversed order every employment held for the last ten years and state the start and end dates of each employment) (Clearly distinguish your "employer" as an employee of the firm from a "client" for whom you have worked as a successful bidder or an adviser)			
	Employer	From	To	Position held and Description of duties
11.	Detailed tasks handled (Domestic and International) (Work undertaken that best illustrates capability to handle the work and tasks assigned)			
	Work Area	Tasks Handled	Project Details	Position Assigned
				Start Year & Time spent
12.	I, the undersigned certify that, this bio data correctly describes me, my qualifications, and my experience. I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
	Name & Signature (Personnel)		Name & Signature (Authorised Representative)	
			Date of signing	

The CVs should be signed by the concerned Executive and countersigned by the Authorized Signatory of the Bidder. Any wrong statement described herein may lead to disqualification or dismissal, if engaged.



TECHNICAL BID

Format and Checklist for the Technical Bid

The bidder is expected to prepare a checklist to confirm the following descriptions in the Technical Bid in a Checklist form.

Description	Indicate Yes/No
<ul style="list-style-type: none"> • Overview of the Proposed Solution 	Write in 1500 words
<ul style="list-style-type: none"> • Overall architecture 	Compliance to the proposed architecture in ANNEXURE - V based on functional requirement of WAMUL as mentioned in ANNEXURE - V If there is a deviation, the bidder needs to specify the deviations in the solution architecture and mention the deviation here.
<ul style="list-style-type: none"> • Technical architecture with integration of all the applications using the Proposed ERP/SharePoint Enterprise Portal • Scope and Approach note for integration with MS Exchange Server, Active Directory, MS Project Server and MS Office Suite. 	Compliance to the proposed architecture in ANNEXURE - V based on functional requirement of WAMUL as mentioned in ANNEXURE - V If there is a deviation the bidder needs to specify the deviation in the solution architecture and mention the deviation here.
<ul style="list-style-type: none"> • Module wise detailed Bill of material for PROPOSED ERP SOLUTION with EP 	Compliance to the proposed architecture in ANNEXURE - V based on functional requirement of WAMUL as mentioned in ANNEXURE - V If there is a deviation the bidder needs to specify the deviation in the solution architecture and mention the deviation here, and explain the same during the pre-bid conference
<ul style="list-style-type: none"> • Implementation methodology 	User acceptance Test (UAT) and Operation Acceptance test (OAT) should be part of the implementation methodology document
<ul style="list-style-type: none"> • Assumptions and Constraints • Business Assumptions/Constraints • Technical Assumptions 	



<ul style="list-style-type: none"> • Architecture Assumptions • General Assumptions if any 	
<ul style="list-style-type: none"> • Resumes of the resources and Key personnel 	
<ul style="list-style-type: none"> • Project Schedule and timelines 	
<ul style="list-style-type: none"> • Training Plan and Approach for end user and systems team. 	
<ul style="list-style-type: none"> • WARRANTY Support Plan and On-site/Off-shore Post Implementation Support Plan with Proposed Service Level Agreement 	
<ul style="list-style-type: none"> • Quality assurance/process 	
<ul style="list-style-type: none"> • Risk Assessment methodology 	
<ul style="list-style-type: none"> • Key challenges of the project. 	
<ul style="list-style-type: none"> • Business Continuity plan and recommendation 	
<ul style="list-style-type: none"> • Backup and disaster recovery plan 	
<ul style="list-style-type: none"> • Deviations 	<p>WAMUL is also open to any Suggestions that the bidder may have, about how to approach the assignment in the light of their expertise or experience from similar assignments. If, for example, the bidder has any material reservations about what WAMUL would like or feel that there are any significant omissions in what WAMUL have asked for then WAMUL would like you to raise these issues. However, this should not lead to the submission date being missed or extended.</p>
<ul style="list-style-type: none"> • Exclusions 	<p>Exclusion if any</p>
<ul style="list-style-type: none"> • Reference of the bidder in maintaining at least one contract on PROPOSED ERP SOLUTION for at least 2 years for any Organization. 	
<ul style="list-style-type: none"> • Checklist for Functional Specification 	<p>Please provide the checklist for Functional Specification as in the ANNEXURE-V.</p>



ANNEXURE-III

COMMERCIAL BID

Date: / /2018

Managing Director
The West Assam Milk Producers' Cooperative Union Ltd(WAMUL),
R.K.Jyoti Prasad Agarwala Road,
Panjabari,
Guwahati - 781 037
Assam

Dear Sir,

Ref: RFP for Supply and Implementation of An Open Source based Enterprise Resource Planning (ERP) Software including configuration & customization with 3 Year Maintenance Support

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to implement the RFP for **Enterprise Resource Planning (ERP)** for The West Assam Milk Producers' Co-operative Union Limited (WAMUL). To meet such requirements and to provide services as set out in the bid document following is our quotation summarizing our commercial proposal.

A. Implementation cost including warranty
B. Maintenance Service Support Cost
TOTAL COST (A+B)

We attach hereto the commercial proposal as required by the Bid document, which constitutes our proposal.

If our proposal is accepted, we will obtain a Security Deposit/performance bank guarantee in the format given in the bid document issued by a Nationalised Bank in India, acceptable to WAMUL for a sum equivalent to **10%** of the respective bid prices as quoted in our commercial proposal of the bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of SIX (plus TWO) MONTHS from the date fixed for bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to WAMUL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead WAMUL as to any material fact.

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COMMERCIAL BID**Note : Commercial Bid is an addition of three components i.e. A+B****A : IMPLEMENTATION COST (INCLUDING WARRANTY)**

Description	Functions	AMT (in INR)
		A
Implementation Cost including 12 months warranty for implementation of all the modules	a) Supply and Implementation of An Open Source based Enterprise Resource Planning (ERP) Software including configuration & customization as per functional requirement document in Annexure - V	
		Basic (A)
		Total Taxes
		Grand Total (A)

- Cost should be exclusive of all taxes.
- Taxes if applicable should be shown separately.
- In case of new software version releases during the course of implementation, the vendor should override the present solution with the updated solution for the new software release (including OS, Database, Application, etc.), without extra cost to WAMUL.

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B: MAINTENANCE SUPPORT COST AFTER WARRANTY PERIOD (36 months)

Sr. No.	Particulars	UOM	Rate (i)	GST %	GST Amount (in INR) (ii)	Total (in INR) B = i+ii
1	Product up-grade support from ERP Vendor	Per up-grade				
2	Onsite EDP (one resource) support from implementation partner	Per Month				
3	3 years post warranty AMC	Per Year				
Grand Total (B)						

Note:

- THE TOTAL VALUE OF A + B WILL BE CONSIDERED AS EVALUATION.



ANNEXURE - IV

PAYMENT TERMS:

a) Payment terms (Customisation and Implementation)

b) Payment terms [Maintenance Support]

a) Payment terms

Payment will be released on successful implementation & acceptance of each module including integration with the overall system.

Phase	Milestone Description	Payment Term	Payment % (Implementation cost as per item (a) of table 'A' part of Commercial Bid)
1	Advance against BG	Advance payment bearing intt@9% p.a. shall be payable on signing of the contract and submission of Bank Guarantee of 110% of advance amount from Nationalised Bank for the limited purpose of acceptance of the guarantee valid till 45 days beyond schedule completion date of the main contract for implementation & warranty.	10%
2	Requirement Gathering - Conduct a study of present systems/process - Submission of requirement gathering document with GAP analysis report - Submission of Final SRS	Submission of related documents (SRS and Business blue-print) and acceptance.	15%
3	Implementation of core modules (Accounts, Purchase, HRM, Inventory etc.)	Successful implementation & Training of the core modules	20%



4	Customisation and implementation of all other remaining Modules (Procurement & Input, Sales & Distribution, Plant Management, Productio etc)	Successful implementation & Training of the customised modules	20%
5	Integration of all modules as defined in this document Completion of Final Testing	Completion of system testing and deployment of final application for integrated testing.	15%
6	Go Live -Supply of relevant software codes, user documents, application documents, software licenses etc.	Completion of successful GO Live of the modules	20%
7	After successful completion of warranty period	completion of warranty period and Performance BG	10%

b) Maintenance Support:

The payment for ONSITE EDP support would be made after completion of the corresponding contract period.

The payment for maintenance service support (AMC) would be made after every 3 months. The cost of services shall be according to the actual services utilised by WAMUL (As defined in Part 'B' of the Commercial bid). Hard copy of Bill / Invoice will be raised by the Vendor as per defined procedure in SLA.

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ANNEXURE-V

A. FUNCTIONALITY EXPECTATION

The proposed solution architecture is based on the products from any open source community with 100% open source and license free solution.

The functional modules required in Proposed ERP Solution are given in **ANNEXURE-V**.

Important Note :

- a. **The Bidder have to carry out product fitment based on WAMUL's functional requirements specified in this document and needs to submit the product fitment rating value as follows:**

The process details at activity/action level are to be compiled in tabular format with last column carry the rating value against the each activity.

- 1 - Standard feature (built-in)
- 2 - Available thru work around
- 3 - Customisation
- 4 - New Development

Note - The exhaustive functional requirement has been included in the document. However, bidder wish to add/modify the standard nomenclature and the missing functionalities in the fitment ratings document.

- b. **Successful Bidder has to carry out the detailed Users Requirement Study in consultation with User Groups. The requirements would be finalized and agreed upon mutually by Successful Bidder, the Functional User Group and ICT Group and ink-signed by representatives from Successful Bidder, the Functional User Group and ICT Group. After this agreement, the implementation and customisation would be started.**

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ANNEXURE-VI

PHASES OF CUSTOMISATION, IMPLEMENTATION AND DELIVERABLES (IN EACH MODULE)

Phases	Stages	Deliverables
Plan & Design	a) Project kick-off	Project road-map and major milestones
	b) Requirement Study	System requirement specification 1) System Study, Data & workflow analysis 2) Detailed Project plan & Schedule 3) Hardware & Network Requirement
	c) Fit-gap analysis	Business blue-print including list of customisation
	d) Implementation plan	1) Resource plan 2) Backup & Disaster Recovery Plan 3) Training plan 4) Unit test plan 5) Module integration test plan 6) Data migration plan
Configuration and Development	a) Final Configuration b) Document Technical Specifications of all Custom Components	1) Creation of master tables and data entry 2) Transfer of legacy data from existing system
Final Testing & Deployment	a) System Integration testing b) User acceptance testing c) User acceptance testing – Issue resolution	1) Setting up the environment with customizations, bug fixing and resolutions 2) User Training/methodology 3) Data conversion report 4) System handover checklist 5) Operation & maintenance guide 6) Cutover strategy 7) User/operational acceptance test plan
Cutover & Support	a) Training material b) Test scripts, Issue log c) Go-live checklist d) Final customization list e) Cut-over plan	1) Project closure 2) Help Manuals (Hard/soft copies) with stepwise screenshots of the workflow 3) Configuration document 4) Warranty assurance 5) Submission of Administrators guide With final system diagrams 6) Customisation code 7) Training to System's team 8) Final integration, testing of ERP, EP, MS Project, Exchange server and Active Directory etc. 9) Creation of Helpdesk & sign off

Note : Payments will be linked to achieving the above deliverables.



ANNEXURE - VII

Service level Agreement

Sr.No.	Description	
1	Purpose	
2	Applications covered	
3	Scope of Agreement	
	Services automatically provided under this agreement	
	12 months warranty support	
	36 months post-warranty support	

1. PURPOSE

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between WAMUL and the VENDOR to deliver specific support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide detailed application support services to WAMUL. This SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new applications and services into the support portfolio provided to WAMUL. Resident EDP support resource provided by the vendor to WAMUL for a period of 4 years after warranty period would be part & parcel of this SLA. The vendor while preparing the Service level agreement must adhere to requirements as mentioned below.

2. APPLICATIONS COVERED

This agreement is for services related to support requests concerning the **Proposed ERP Application, Customisation and Integration of all modules and software's and hardware's as defined in the scope of work of the WAMUL RFP Document.**

3. SCOPE OF AGREEMENT

The Vendor will support and maintain proposed ERP application, Integration and customizations as mentioned in the RFP and that were carried out by the vendor.

Deliverables include:

- ◆ Take responsibility of the complete maintenance of the ERP application
- ◆ Troubleshooting and resolution of production problems
- ◆ Production support
- ◆ Bug resolution
- ◆ Telephone Support, if needed
- ◆ Escalation management
- ◆ Expert advice
- ◆ Liaise with ERP Vendor in case of product related issues
- ◆ Handling user queries
- ◆ Assessment of New application development service requests



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- ◆ Remote support & diagnostics
- ◆ Access to expert-level support

These services are classified as

1. *Services Automatically Provided Under This Agreement*
2. *Requests for Support Specifically Covered Under This Agreement*

The following services are provided in response to the support mentioned as under

1. Services Automatically Provided Under This Agreement

WARRANTIES

A. 12 Month warranty support

The vendor will provide **twelve months** of warranty with **ON SITE / OFFSHORE SUPPORT (8 hours X 5 Days)** after the project has gone **LIVE** to WAMUL. The vendor shall deploy the following support.

The system is under warranty period, the vendor must provide comprehensive support for application, integration, implementation failures free of cost. Vendor must deploy adequate resources during warranty & implementation support who should have adequate knowledge & experience of the entire system.

- **Corrective maintenance**—Defined as activities associated with root-cause analysis and bug-fix isolation and resolution
- **Preventative maintenance**—For applications considered critical (i.e., a criticality level of high priority) by WAMUL, and when corrective maintenance activities are low, work will be conducted up to the level of effort identified, to analyse and take steps to prevent potential problems.
- **Root-cause analysis**—Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
- **Bug fixes**—defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
- Trouble shooting any user problems
- Handholding the users to enable them to smooth transition onto the new System
- System performance monitoring to help stabilize the system



- Generating output Reports from ERP system
- Changing access privileges
- Modifying the fields if needed, and creation of new/existing reports
- Changing configuration data
- Consolidate the request raised by end users,
- Support end user queries, provide call reports
- Backup of the full system, database, and confirmation of successful routine
- Retrieval of data, maintaining system logs etc.
- Coordinating & resolving issues with offshore team, in case the onsite resources are not able to solve the problem
- Updation of codes archive as and when required in the centralized code Repository
- Any support service related to Application system, which is not covered above
- The resources would impart and work on knowledge sharing mode with WAMUL EDP
- Help the Systems team to conduct end-user training sessions to increase system adaptability
- **Ticket status updates** - *The vendor will provide direct input into WAMUL's problem tickets at ONSITE or remotely from other satellite e-Support centres within WAMUL*

B. 36 MONTHS POST WARRANTY SUPPORT

The EDP resource would undertake the following responsibilities:

- Perform HELP-DESK duties for ERP application system
- System performance monitoring to help stabilize the system
- Generating output Reports from ERP
- Changing access privileges
- Modifying the fields if needed, and creation of new/existing reports
- Consolidate the request raised by end users,

- Support end-user queries, provide call reports and keeping backup of the system,
- Backup of the full system, database, and confirmation of successful routine
- Retrieval of data, maintaining system logs etc.
- Periodic testing of disaster recovery system according to the plan envisaged by the vendor
- Coordinating & resolving issues with offshore team, in case the onsite resources are not able to solve the problem
- Updation of codes archive as and when required in the centralized code repository
- Any support service related to Application system, which is not covered above

Note: WAMUL retains the right to change of resources if not found capable or competent to perform the assigned functions.



ANNEXURE - VIII(a)

PERFORMANCE SECURITY FORM (Security Deposit)

To: _____ (Name of Purchaser)

WHEREAS(Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract/PO No.....dated.....20.. to Provide services on..... (Description of Services) hereinafter called "the order".

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with 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 order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of(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 of20.....

Signature and seal of Guarantors

.....
.....

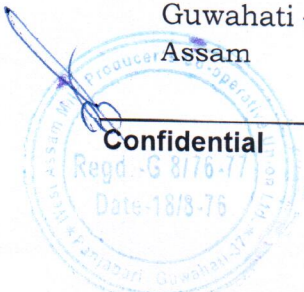
Date.....20.....

Address.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

Group Head (Accounts)
The West Assam Milk Producers' Cooperative Union Ltd(WAMUL),
R.K.Jyoti Prasad Agarwala Road,
Panjabari,
Guwahati - 781 037

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ANNEXURE - VIII(b)

PERFORMANCE BANK GUARANTEE (PBG)

Date: / /2018

Managing Director
The West Assam Milk Producers' Cooperative Union Ltd(WAMUL),
R.K.Jyoti Prasad Agarwala Road,
Panjabari,
Guwahati - 781 037
Assam

Dear Sir,

PERFORMANCE BANK GUARANTEE IT Services for Design, Development, Implementation and Deployment of Enterprise Resource Planning and Enterprise Portal System and Maintenance Support for 4 years after the completion of warranty period of The West Assam Milk Producers' Co-operative Union Limited (WAMUL) Project.

WHEREAS

M/s., a company registered under the Companies Act, 1956, having its registered and corporate office at, (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a contract dated(Herein after, referred to as "Contract") with you **"The West Assam Milk Producers' Co-operative Union Limited"** (WAMUL) located at WAMUL Address to be put here, for providing the IT Services for Enterprise Management Information System (ERP) and Maintenance Support.

We are aware of the fact that as per the terms of the contract, M/s. is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR(in words and figures), being equivalent to **10%** of the Maintenance Service Support (part 'B' of the price as quoted in the commercial proposal) submitted by the constituent and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said contract by our constituent. In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, -----(name of the bank) agreed to issue this Performance Bank Guarantee.

Therefore, we -----(name of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (in words and figures) without any demur.

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Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the following period:

- a) _____ Months for the Design, Development, Implementation and deployment phase
- b) 12 months warranty period from the effective sign off date and commencement of operations
- c) 36 Months till the closure of the Maintenance service support phase

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the _____ months **from effective date of SIGNING OF CONTRACT** for the total solution as per said Contract. We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- I. Requiring to pursue legal remedies against The West Assam Milk Producers' Co-operative Union Limited, Guwahati; and
- II. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the contract and any resentment, demand, protest or any notice of any kind.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be

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available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR (In words and figure); This Performance Bank Guarantee shall be valid only up to the completion the period _____ months **from effective date of SIGNING OF CONTRACT** for the Total Solution; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before _____ months **from effective date of SIGNING OF CONTRACT** for the proposed ERP Product, Implementation and Support Services for 5 years for WAMUL.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2008.

Yours faithfully,



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For and on behalf of the _____ (name of the Bank),

(Signature)

Designation

Name of the Bank and Address

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence

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ANNEXURE - IX**BUSINESS AGREEMENT**

This agreement is entered into between:

The West Assam Milk Producers' Co-operative Union Limited, located at R.K.Jyoti Prasad Agarwala Road, Panjabari, Guwahati - 781 037, India, (hereinafter called "WAMUL" which expression shall where the context so admits include its successors and permitted assigns) of the first part,

....., a company registered under the laws of India having its registered office at (Hereinafter referred to as Operator), which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns;

WHEREAS

WAMUL invited bids issuing a Request for Proposal (RFP) to select a qualified and experienced Operator for the Design, Development, Implementation and deployment of Enterprise Resource Planning (ERP) and MS SharePoint based Enterprise Portal (EP) and Maintenance Support of the project;

The Operator has been short listed as the preferred bidder based on the selection criteria established during the bidding process conducted in accordance with the procurement process covered under the laws of India;

The WAMUL and the Operator have negotiated and agreed to the following terms and conditions for the development and establishment of the ERP and EP.

The scope of this Agreement shall cover the following phases of ERP and EP Project

- a) 9 months for the Design, Development, Customisation, Implementation and deployment phase
- b) 12 months warranty period from the effective sign off date and commencement of operations
- c) 36 Months till the closure of the Maintenance support phase



Definitions

"Agreement" means this Agreement together with all Schedules and the contents and specifications of the RFP. In the event of a conflict between this Agreement and the Schedules, the terms of the Agreement shall prevail;

"Commercial Deployment" means 'SIGN OFF' for successful completion of the acceptance testing, documentation and demonstration of one full cycle of each module in LIVE environment System satisfying the functional requirements, technical requirements and technical specifications;

"Contract Value" means the value of the expenditure estimated during the design, development, implementation and deployment of ERP + Maintenance Support cost of the ERP project agreed between the WAMUL and the Operator;

"Intellectual Property Rights" means and includes all rights in the Bespoke Software, its improvements, up gradations enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;

"Scope of work" means the list of services identified for introduction of ERP of WAMUL that include information and interactive services as mentioned in the RFP;

"Project" means the development and establishment of ERP and includes the design, development, implementation and deployment of ERP and Maintenance Service Support phases;

"Project Coordinator" means either an individual of the WAMUL or an entity nominated by the WAMUL to deal with the Project and the Operator in respect of implementation of the provisions of this Agreement;

"Project Plan" means the detailed activities chart with timeframes and milestones identified in respect of the design, development, implementation and deployment phase of the Project;

"Proprietary Information" means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this Agreement;

"RFP" or **"Request for Proposal"** means the documents containing the Technical, Functional, Commercial and Legal Specifications for the implementation of the development of ERP Project, issued in this RFP and includes the clarifications, explanations and amendments issued from time to time;

"Services" means the services to be provided by the Operator during the Maintenance Service Support phase more elaborately covered under the SLA;

"SLA" means Services Level Agreement which is part of this Agreement, covering the performance metrics used for measurement, credit and debit point mechanism and the mechanism linking the payment to performance/deliverables;

"Stakeholders" means WAMUL employees, WAMUL vendors/customers;



“System” means the ERP for the back-office program of WAMUL.

“System Integration” means the process of elaboration of the inception artefacts as contained in the RFP and related documents, construction and testing & acceptance and deployment of the System using either unified process or any other accepted and well defined process; this would involve developing specific application software using diverse platforms, technologies, components, networks and standards.

“Training Plan” means the document agreed between the Parties identifying the number of employees of the WAMUL, their qualifications, training methods, training duration and method of training.

Effective date duration

The Agreement shall come in to effect upon signature by both Parties and ratification of the signatures by competent authorities. The Agreement shall remain valid and binding on the Parties until the following period

- a) 52 Weeks for the Design, Development, Customisation, Implementation and deployment phase
- b) 12 months warranty period from the effective sign off date and commencement of operations
- c) 36 Months till the closure of the Maintenance service support phase or upon earlier termination in accordance with the provisions of this Agreement.

Objectives & Scope of work:

The objectives and scope of work of this project shall be as per documents containing the Technical, Functional, Commercial and Legal Specifications for the implementation of the development of ERP Project, issued in this Request for Proposal (RFP) and includes the clarifications, explanations and amendments issued from time to time;

Applicable Law

The legal provisions of the Government of India and any amendments thereof shall govern the entire Agreement. The Operator acknowledges the requirement to comply with the law and agrees to take appropriate steps to familiarize and follow the provisions as applicable in the implementation of the Project. The WAMUL shall assist the Operator in interpreting provisions of the law as applicable in the performance of obligations.

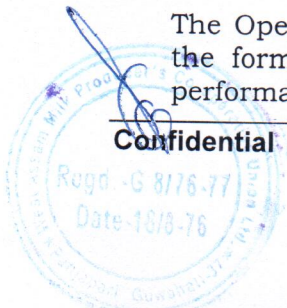
Language

The governing language of the Agreement shall be English. All documents submitted by the Operator to WAMUL under this Agreement shall be principally in English.

Performance Security

The Operator shall furnish Security Deposit and Performance Bank Guarantee in the format's (Annexure VIIIa and VIIIb) in the form of a bank guarantee. The performance guarantee shall be for an amount equivalent to **10%** of the respective

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bid prices. The validities of Security Deposit and performance bank guarantee shall be as per the respective bank guarantees defined in the ANNEXURES.

Invoking Performance Securities (Security Deposit (SD) / Performance Bank Guarantee (PBG))

The Project Coordinator has the right to call the performance guarantee (SD/PBG) in case there is a material breach to the provisions of this Agreement during any phase of the Project. A material breach shall refer to a non-completion of the establishment of the ERP in conformity with the technical requirements and specifications within the period agreed to in the Project Plan. The Project Coordinator shall grant a time extension of 30 days for the fulfilment of the obligations of the Operator for the achievement of Commercial Deployment and maintenance support phase of the System, beyond which the WAMUL shall serve a notice to the Operator and take action to call the Performance Securities (SD/PBG).

If there are delays in the execution of the construction phase for reasons beyond the control of both parties, the Operator will be required to extend the validity of the Performance Securities (SD/PBG). The Operator agrees to extend the validity for a period of 90 days upon request from the WAMUL in such circumstances.

Warranty

The Operator warrants that the System developed and deployed is based on state of the art cutting edge technology wherever applicable. The Operator provides warranty for the workmanship and quality of construction guaranteeing performance in accordance with functional and technical requirements identified in the RFP. The Operator also warrants that it would adopt best practices and industry standards while constructing the System. The Operator also is responsible to secure updates and upgrades in respect of bought out software items during the construction phase and Maintenance Service Support phase of the Project. The Operator shall procure back-to-back warranties from suppliers and ensure that WAMUL is mentioned as the beneficiary in the warranty terms of supply. The Operator shall make good the defects reported by the WAMUL in a timely manner and ensure compliance to the SLA at all times during the Maintenance Service Support phase. The Operator shall be responsible for the upkeep of all the items of supply and development irrespective of availability of back-to-back arrangements from suppliers.

Force Majeure

Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor to either Party shall entitle such Party to claim Force Majeure under this Article.



Process for Force Majeure condition

The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

In the event the Force Majeure substantially prevents, hinders or delays the Operator's performance of obligations necessary for the operation of ERP project's critical functions for a period in excess of 5 days, the WAMUL may declare that an emergency exists. The Project Coordinator will issue a notice to the Operator to resume normal services and operations within a period of seven days after return of normalcy. In the event that the Operator is not able to resume services within the next 7 days, the Project Coordinator may issue a notice to terminate the Agreement and/or obtain substitute performance from an alternate supplier. However, the event of force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively.

Prior to commencement of operations:

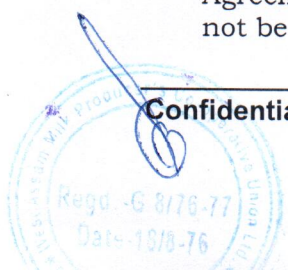
If the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of ten days, then the Project Coordinator will grant a period of 7 days to the Operator to resume normal activities under this Agreement after resumption of normalcy. In case the default continues, then the Project Coordinator may discuss the issue with the Operator and revise the existing timelines for the Project. If the Operator does not complete the Project Implementation in accordance with the revised timelines after the return of normalcy, the Project Coordinator will have the option to invoke the Performance Guarantee and/or issue a notice to terminate this Agreement.

Post commencement of operations:

If the event of Force Majeure occurs, post commencement of operations and continues for a period in excess of five days, then the Project Coordinator will grant a period of 7 days to the Operator to resume normal services under this Agreement after resumption of normalcy. In case the default continues, the Project Coordinator may grant an extension of time to the Operator for rectifying the situation. However, the Project Coordinator will deduct for each day of the extension period a percentage proportionate to the number of days and the affected areas/s from the next payable Charges as per the agreed payment terms. If there is any further delay despite the extended period, the Project Coordinator will have the option to invoke the Performance Guarantee and/or issue a notice to terminate the Agreement.

All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.

Notwithstanding the terms of this Article, the failure on the part of the Operator under the Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of force Majeure.



Confidentiality

The Project Coordinator may permit the Operator to come into possession of confidential public records as per the needs of the Project and the Operator shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. Additionally, the Operator shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and Maintenance Service Support of the systems/facilities. The Project Coordinator shall retain all rights to prevent, stop and if required take the necessary punitive action against the Operator regarding any forbidden disclosure. The Operator shall ensure that all its employees, agents and execute individual nondisclosure agreements, which have been duly approved by the Project Coordinator, with respect to this Project. The previously mentioned provisions shall not apply to the information:

- already in the public domain;
- which has been received from a third party who had the right to disclose the aforesaid information; and
- Disclosed to the public due to a court order.

Personnel

Personnel assigned by the Operator to perform the Services shall be employees of the Operator, and under no circumstances will such personnel be considered employees of the WAMUL. Operator shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, TA/DA to the site of assignment, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws. Operator shall use its best efforts to ensure that sufficient Operator personnel are employed to perform the Services and those personnel have appropriate qualifications to perform the Services. The Project Coordinator shall have the right to require the removal or replacement of any Operator personnel performing work under this Agreement providing reasons for his dissatisfaction. In the event that the Project Coordinator requests that any Operator personnel be replaced which the Operator agrees, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 30 working days. In case the Operator does not agree with the replacement proposed the issue should be referred to Dispute Resolution.

The Operator shall also be responsible to train certain employees of the WAMUL with regard to the Services being provided by the Operator in accordance with the Training Plan during the Term of this Agreement. The Training Plan shall be developed and mutually agreed by the Parties within 90 days of the Effective Date. The parameters of the training required for these employees of the Project shall be communicated by the Project Coordinator to the Operator periodically, shall be in accordance with the latest procedures and processes available in the relevant areas of work, and included in the Training Plan. The WAMUL should arrange the infrastructure, support facilities and any travel required for the training of WAMUL (including its nominated agencies') personnel. The cost of such arrangements shall be entirely borne by the WAMUL. The Operator would only provide its personnel to train with necessary material for training.

Confidential



In the event the Project Coordinator identifies any personnel of Operator as "Key Personnel", then the Operator shall not remove such personnel without the prior written consent of the Project Coordinator. The WAMUL shall make this notification of Key Personnel within 90 days of the Effective Date to the Operator.

Except as stated in this Article, nothing in this Agreement will limit the ability of the Operator to freely assign or reassign its employees; provided that Operator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Operator shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

Sub-contractors

WAMUL shall not permit subcontracting of the project at any stage. The Operator shall be responsible for the development, deployment and Maintenance Service Support of the project with its own resources ONLY.

Limitation of liability

There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property, consequent to jobs undertaken by the operator. This Agreement does not grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement. Any claim or series of claims arising out or in connection with this Agreement shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 18 months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation. The Project Coordinator shall be entitled to claim the remedy of specific performance under this Agreement against gross negligence and misconduct on the part of the Operator.

Operator's obligations

The scope of work of the Operator includes the construction of the ERP project to access the services provided by various internal divisions that have a functional information infrastructure. A web portal should be established which will integrate with the gateway interoperability layer. The portal will serve as the medium to present these services to users through multiple delivery mechanisms such as the internet browser, handheld and mobile devices. The Operator shall also be responsible for the migration of legacy data as per agreed timelines. The Operator agrees to make use of the existing resources of WAMUL to the extent feasible after evaluating their deployment potential. The Operator is responsible for setting up the data centers as well as a Disaster Recovery Center in line with the technical requirements and specifications listed in the RFP. The operator also agrees to impart training of programming language of Axapta and EP to WAMUL's systems team during the course of ERP project.



Operator's obligations during the design, development, implementation and deployment phases are more specifically covered in the RFP and are broadly classified as:

1. Elaboration of the inception artefacts
2. Design of the portal and gateway
3. Development of necessary application components
4. Initiate/communicate for supply of software's with ERP Vendor
5. Integration and quality assurance
6. Digitization
7. Migration of Legacy data
8. Acceptance testing
9. Deployment
10. Training, handholding and documentation
11. All exceptions (more specifically mentioned in the RFP) not included in this agreement

The Operator shall ensure completion of the construction phase within the time schedule agreed (as per the agreed Project Plan attached as Schedule to this Agreement). Any delay in the deployment of the System and certification by the Project Coordinator after Acceptance Testing beyond a period of 90 days from the scheduled date shall result in an event of default. If the delay is caused solely due to the actions of the Operator then the Project Coordinator has the right to forfeit the Performance Security and issue a notice for termination. The Operator shall keep the Project Coordinator informed through written progress reports and likelihood of completion of the construction phase and the Date of Commercial Deployment. The Operator shall also be responsible for coordinating with Project Coordinator and its nominated agencies.

Operator's obligations during the maintenance support phase will include:

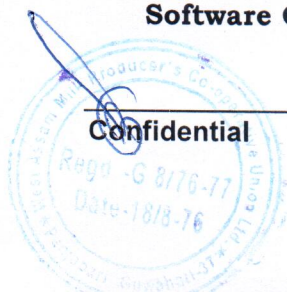
1. Upkeep of the entire application including hardware and software
2. Updating and up-gradation where necessary
3. Operation and Maintenance Service of the System
4. Compliance with Service Level Agreement (SLA)
5. Deployment of required personnel
6. Troubleshooting
7. Disaster recovery of the system
8. Change Management/New Application Development
9. All exceptions (more specifically mentioned in the RFP) not included in this agreement

Non Exclusivity, License Fee, IPR:

The organization reserves the unrestricted right to deploy the solution developed for WAMUL, at other locations by utilizing the services of any other developer or agency. Except where proprietary software is used in an "off-the-shelf" condition, the Intellectual Property Rights of solution packages developed for WAMUL shall be vested in the organization that shall have absolute right to use or license the system without any payment to or permission from the Bidder within the organization to any of its offices.

Software Ownership Rights:

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Ownership of all artifacts (software and any custom built applications including source codes thereof) will rest with the WAMUL. However, the supply of software through third parties will be governed by the individual license agreement. The operator shall relinquish to WAMUL the source code and the rights to the systems, programs and software developed at WAMUL's expense and without negotiated agreements, all ownership right to the application software procured by WAMUL. WAMUL shall own the software and would have the right to resell/implement the same with any other organization.

Patent Rights:

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the operator shall expeditiously extinguish such claim. If the operator fails to comply and WAMUL is required to pay compensation to a third party resulting from such infringement, the operator shall be responsible for the compensation including all expenses, court costs and lawyer fees. WAMUL will give notice to the operator of such claim, if it is made, without delay.

Data protection

In the course of providing the Services, the Operator may be compiling, processing and storing proprietary Project Data relating to WAMUL users.

The Operator and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.

The Operator is required to perform or adhere to only those security measures concerning the Project Data, which were in place (i) as of the Effective Date; and (ii) those made available to it in writing from time to time in accordance with the SLA.

As a processor of Project Data, the Operator will process Project Data in accordance with the Provisions of this Agreement.

The Operator shall not transfer any Project, Data across India unless otherwise authorized by the Project Coordinator, in this regard.

Upon reasonable written request from a Party to the Agreement, the other Party to the Agreement will provide the requesting Party with such information that it has regarding the Project, Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

Technical Documentation**Acceptance testing & certification**

The Project Coordinator will undertake an exercise of Testing, Acceptance and Certification of ERP system either directly or through a nominated qualified agency, as soon as the Operator declares the ERP system to be ready for the commercial deployment.

Operator shall coordinate with the Project Coordinator and the nominated agency for performing the acceptance testing and certification. The following methodology will be adopted for acceptance testing to be carried out for ERP solution:

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The Project Coordinator will nominate a suitable neutral and technically competent agency for conducting acceptance testing and certification.

The agency will lay down a set of guidelines following internationally accepted norms and e-Governance Standards for the testing and certification in all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and subsystems, coding, testing, business process description, documentation, version control, change management assessment, security, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

The agency nominated by the Project Coordinator for ERP project will establish appropriate processes for notifying the Operator of any deviations from the norms, standards or guidelines at the earliest instance after noticing the same to enable the operator to take corrective action. Such an involvement of and guidance by the agencies will not, however, absolve the Operator of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the project to deliver the services.

Should acceptance tests not be concluded to the satisfaction of the Project Coordinator, the WAMUL shall have the right to reject the solution/ or identified faulty components in respect of which the acceptance tests are not satisfactorily concluded as provided in this section and to take remedial action including issue of notice to terminate the Agreement.

Acceptance Criteria and Certification

The primary goal of Acceptance Testing & Certification is to ensure that the project meets requirements, standards, specifications and performance prescribed WAMUL or external agency from time to time and shall include the following acceptance tests, which shall be conducted by WAMUL team or through an external agency appointed by WAMUL.

Performance

Performance is a key requirement for the Project. The deployed solution is supposed to be a highly scalable solution, which is designed in a scale up/out model at each layer. This will provide the model for future growth. This test process will include the following activities:

1. Determination of performance metrics
2. Designing performance tests
3. Development of workload
4. Performance testing and sizing study
5. Identification of bottlenecks and providing solutions.
6. Determining final performance figures.
7. Communication of final results to all stakeholders

Final output of this process would be a sizing guide for the solution tested. The sizing guide will document the details of the performance tests, test data, bottlenecks identified, alternate solutions provided, and the final performance data.

This document will provide the scalability data of the solution for various loads. This will become the authentic guide for future scale up/out plans of the Project.

Availability

The ERP solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures. This test process will include the following activities:

1. Designing tests for high availability testing
2. Execution of high-availability tests
3. Assessment of transaction/data losses in relation to Disaster Recovery system
4. Communication of final results to all stakeholders
5. High Available clustering at all App and DB server levels will be targeted at 99.90% availability.

Security

Security certification process will include:

1. Audit of Network, Server and Application security mechanisms.
2. Assessment of authentication mechanism provided in the application / components / modules
3. Assessment of data encryption mechanism.
4. Assessment of data access privileges, retention periods and archival mechanisms.
5. Final output of this process would be a comprehensive audit report including all the Network, Server and Application security features incorporated in ERP Project.

Manageability

Manageability Requirements of ERP will be tested and certified for the following:

1. Remote Monitoring of Status and Statistics of all high-level components
2. Management capability to start/ stop/ restart services & systems.
3. Auto discovery of all components manageable through SNMP
4. Auto discovery of all other system components
5. Ability to track changes in configurations of the system components to help track Service System disruptions.

Final output of this process would be a manageability compliance document for the ERP system deployed.

Project Management

The Operator shall nominate a project manager for the implementation of the Project upon signature of the Agreement. The project manager shall not be changed under normal circumstance until the successful completion of the construction phase of the Project. The Operator may choose to change the project manager for the Operation and Maintenance Support phase of the Project. Any replacement of the project manager shall be intimated to the WAMUL.

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The project manager shall liaise with the Project Coordinator on a regular basis and shall submit monthly progress reports on achievement of milestones and progress with respect to the Project Plan. The progress reports shall highlight exceptions, deviations and any critical issues that affect the performance of Operator's obligations. The project manager and the Project Coordinator shall agree on the format and content of the progress reports and the periodicity of meetings to review progress. The Project Coordinator reserves the right to seek information from the project manager aspects of the Project at any time and the project manager shall be obliged to respond within a reasonable time.

Change Management/New Application Development

If WAMUL wishes to amend the scope of work of the Successful Bidder in respect of the Proposed Solution, then it shall formally communicate to the Bidder the details of changes in scope. The Bidder shall estimate the financial impact of carrying out the change in scope and submit a response within a reasonable time along with time estimates. The response shall be submitted not later than 30 days of seeking of estimates by WAMUL. If WAMUL agrees to the estimates including the timeframe then the Parties shall execute a supplementary Agreement which after execution will become integral part of the current Agreement.

WAMUL's Obligations

WAMUL shall provide or arrange to provide necessary consents, permits and licenses/software as required during the implementation phase and Maintenance Support phase to the Operator after the Operator duly complies with the statutory procedures as per the legal provisions. The WAMUL shall make available infrastructure in terms of space, buildings, office furniture, air-conditioning, heating etc. for the Operator to carry out its obligations in respect of implementation and operation of ERP and Maintenance Support.

WAMUL shall make available all required information, content (electronic and non-electronic), documentation and means to access of all those information and interactive services listed in Annexure - V in order that the Operator constructs the System in accordance with the functional and technical requirements enumerated in the RFP. Failure to do so in a timely manner will not excuse the Operator from its obligations especially with respect to completing the implementation of the System in accordance with the Project Plan.

Arbitration and Dispute Resolution

In case of disagreement between the two parties, as first option, Executive Director, WAMUL or his nominee will be involved in arbitration and resolving of the dispute.

Any disputes on technical matters that are not resolved between the Parties satisfactorily and affecting the performance of respective obligations of the Parties shall be settled by referring to a panel of technical experts. If the parties fail to agree to the decision, both the parties can refer it to a panel of technical experts. The panel of technical experts shall be mutually agreed between the Parties. The panel should comprise of experts not belonging to either of the Parties (employees, associates or persons having commercial relationship with either of the Parties). The minimum number of experts constituted for any dispute resolution should not be less than two. The panel may comprise of experts numbering up to six. The experts shall provide their determination and award of decision within a period of

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30 days from the date of referral of the dispute. If the Parties fail to agree to the decision of the experts then the dispute shall be referred to Arbitration. Except as hereinbefore provided, any dispute arising out of this Agreement, and which is not resolved by above methods, shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. The arbitration proceeding shall be held in Pune and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act, 1996 or any subsequent amendments made thereof. The decision of the arbitration proceedings shall be binding on the Parties. Subject to the said Arbitration, the courts at Mumbai shall have exclusive Jurisdiction in the matter.

Termination and consequences of termination

Termination for default

The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderer, may terminate the Contract fully or in part:

- If the selected tenderer/ fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the selected tenderer/ fails to perform any other obligation(s) under the Contract, or
- If the Tenderer/selected tenderer in the judgment of Chairman, WAMUL, Guwahati has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. In the event WAMUL terminates the Contract in whole or in part, the organization may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected tenderer shall be liable to WAMUL for any excess costs for such similar services. However, the tenderer shall continue performance of the Contract to the extent not terminated.

Termination for insolvency

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

Termination for Convenience

WAMUL, by written notice sent to the Tenderer, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience.

Liquidated damages

The Operator is liable to pay liquidated damages to the extent of INR 100,000 per week of delay if the commercial deployment is delayed beyond 90 days from the scheduled date of completion of commercial deployment. However, if the causes of



delay are due to WAMUL event of default and or Force Majeure then the delay in achievement of commercial deployment by the Operator shall be excused. The maximum amount of liquidated damages payable by the Operator under no circumstances shall exceed 5% of the Contract Value.

Prices

The WAMUL agrees to compensate the Operator for undertaking implementation, deployment and Maintenance support of the ERP system in accordance with the prices listed in the Schedule of Prices at Schedule ----- . Prices quoted by the Operator shall remain firm and shall not include any escalation qualifications. The prices indicated are inclusive of all taxes and duties and denominated in Indian Rupees. No adjustment to the prices is permissible during the validity of the Agreement.

Payment Schedule

The WAMUL shall make payments to the Operator upon achieving milestones identified in the Project Plan as per the Payment Schedule listed in ANNEXURE-IV. The Operator shall furnish invoices supported by documents and certificates from appropriate authorities signifying achievement of relevant milestones. The WAMUL shall make the payments to the Operator within 40 days of receipt of valid invoices with all supporting documents. In case of non-admission of invoices, the WAMUL shall notify the Operator within 20 days' time the details of discrepancy noted. The Operator shall correct the discrepancies, if any, within 15 days of receipt of notice and resubmit the invoice.

Project completion

The project will be deemed as completed only after:

1. The project scope and requirements are met in full and the deployment of Application software for all our relevant functions is completed in all respects as per RFP and requirement analysis, more clearly elaborated in ANNEXURE -V.
2. The data migration is complete with respect to all legacy systems to the satisfaction of the WAMUL.
3. One full cycle for each module is completed in LIVE environment for all relevant functions of the WAMUL.
4. All trainings are completed and all documentation is submitted by the operator to the satisfaction of the WAMUL.
5. WAMUL and the operator SIGN OFF after successful completion of the project and commencement of the warranty period of twelve months.
6. WAMUL and the operator SIGN OFF after successful completion of the warranty period of the project and commencement of Maintenance Support phase for a period of 4 years.

Amendments

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No amendment or modification of this Agreement shall be valid unless the same is made in writing by the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to. No side Agreements exist to the present Agreement.

Assignment

This Agreement shall be binding upon the parties hereto, and the successors and assigns of XXX and the heirs, administrators and personal representatives of WAMUL. No party to this agreement shall assign any of its right/obligations to any third party without the prior written consent of the other party.

IN WITNESS WHEREOF, XXX by its authorized representative, and WAMUL have executed this Agreement as of the day and year first above written.

**For and on behalf of Operator
WAMUL**

For and on behalf of

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

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ANNEXURE - X

CLARIFICATION REQUEST FORMAT (to be submitted on or before / /)

Sr. No.	Title of Clause and Page No.	Clarification	Remark



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Functional Specification Summary for ERP Implementation

1 PROCUREMENT & INPUT

1.1 Milk Union/Bulk Milk Cooler/Chilling Centre level

- Should be able to integrate Milk Procurement data shift wise, DCS/MPP wise and details of milk receipt at plant available in a separate database
- Options to import the above data in Excel format / Manual entry.
- Generation of milk Bill based on the above input.
- Society/Route/Month/Supervisor/Chilling Center/BMC wise statement
 - Monthly MIS (Society & Route wise)
 - Supervisor Target/Performance Report
 - Society/Route wise bill Performa
 - Bank Advice
 - Bank summary
 - Deduction Statement
 - Amount recoverable from society statement
 - Transporter/society penalty report
 - Periodic Ledger

1.2 DCS level

- Memberwise milk price payment
- Deductions from members, if any
- Member wise detail of various inputs

1.3 Payment to societies:

- Calculation of payment due to society for milk supply on basis of type, quantity and quality of milk received.
- Calculation of deduction for spoilage
- Calculation of payment to society after considering deduction for sale of goods and services and deduction of spoilage milk.
- Preparation of payment voucher for generating bank advice
- Auto SMS generation to DCS of milk billing amount
- Preparation of society wise statements on :
 - * Dues, deductions and net payment
 - * Performance on quantity and quality
 - * Seasonality of milk supply.

1.4 Payment to transporters

- Calculation of amount payable to transporter on basis of multiple criteria – quantity, kilometre, route etc.
- Calculation of deduction for late-delivery spoilage
- Calculation of net payment and preparation of payment voucher for generating bank advice
- preparation of transporter wise statement on timeliness of delivery



Functional Specification Summary for ERP Implementation

1.5 Sale of societies:

- Capturing of requests/ indents from societies for supply for goods and services / Integration with existing system
- Preparation of dispatch documents and invoices for supply of goods and services / Integration with existing system
- Preparation of society wise statement on supply of goods and services.

1.6 Recording vehicle movement timings

- Capturing of in-out time of dispatch vehicles
- Capturing of in-out time of vehicles bringing fuel oil, stores materials

1.7 Various Reports

2 QUALITY CONTROL

2.1 Raw Material quality report

2.2 Hourly Production/Processing report on various standards

2.3 Final quality testing report of milk & milk products

2.4 Periodic Testing reports of packing material, diesel, water & other ingredients

2.5 Capturing of source wise quality data for incoming materials

2.6 Capturing of specified quality parameters at various stages in the manufacturing process as per pre-defined frequency

2.7 Capturing quality parameters of intermediate and finished products

2.8 Milk & Milk product accepted & rejected report

2.9 Generating various reports on quality database.

3 PURCHASE & INVENTORY MODULE

3.1 Indent Generation

- Raising of indents by user departments after checking stock positions.
- Auto generation of indents based on recorder level
- Tracking of pending indents, rate contracts, work orders

3.2 Purchase order generation

- Registration of vendors with information, multiple addresses, on goods and prices & credit amount
- Preparation of enquiry



Functional Specification Summary for ERP Implementation

- Entry of quotations and preparation of comparative statement
- Raising of purchase order with standard terms & conditions.
- Preparation of payment voucher for advance payment/credit voucher/COD/proforma / through bank
- Amendment and cancellation of purchase order
- Maintaining of purchase register, item units, date wise/category wise/ supplier wise/ grade wise
- Keeping track of:
 - Purchase order status
 - Purchase returns
 - Supplier wise/item wise due/overdue purchase orders

3.3 Material Receipt

- Preparation of goods receipt note
- Capturing of stock with accepted material
- Valuation of stock based on standard rates using weighted average method

3.4 Material Issue

- Issue of material against indent / PO
- Return of rejected material to supplier
- Adjustment of stock on periodic physical verification
- Classification of items on consumption and value
- Aging analysis for tracking slow moving items / nonmoving items.
- Disposal of scrape/nonmoving items
- Fixation of minimum and maximum level of stock

3.5 Bill Certification

- Verification bills with reference to purchase order and goods receipt note
- Approval of bill for payment and preparation of payment voucher
- Keeping track of:
 - Purchase orders without bills
 - Bills received/cleared/pending
 - Advance payment
- Projection of cash outflow relating to pending bills

3.6 Goods Return Module

3.7 Debit Note Creation

4 SALES & DISTRIBUTION

4.1 Distributors/Retailers Management

- Enrollment
- Fixing commission (amount/% wise)
- Calculating Avg. Demand by Party
- Maintaining history of wastage/return

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Functional Specification Summary for ERP Implementation

- Reflecting Payment Status of Party
 - Fixing Guarantee/Caution money
 - Sales portal for retailers with functions like, order booking, add to cart functionality, making payment, invoice generation, dispatch details, product scheme etc. Mobile app for the above.
 - Creating Party wise Ledger (Outstanding/general)
- 4.2 Sales Order Creation
- 4.3 Sale Order Dispatch
- Maintaining of pricing and tax structure
 - Booking of formal orders/indents
 - Preparation of gate passes / dispatch Challan
 - Preparation of invoices / debit notes.
 - Supply of products
 - Collection of payment
 - Booking of order / indent
 - Monitoring of customer outstanding
 - Monitoring of competitors sales and prices
 - Review of stock statues and stock disposition
 - Preparation of distributor wise statement on sales performance
 - Tracking of customer complaints
 - Preparation of tax returns
 - Preparation of sales journal
- 4.4 Leakage/Damage Module
- 4.5 Sales Return
- 4.6 Credit Note
- 4.7 Tax Invoice
- 4.8 Retail Invoice Performa Invoice
- 4.9 Agent wise/Route wise Sales deposit and outstanding
- 4.10 Quotation generation
- 4.11 Logistics
- Enrollment of vehicles route wise
 - Enrollment of Contractors
 - Rate calculation
 - Route/Distance/Trips/Day/ Month wise or Periodically Fixed
 - Entering additional expenses
 - (Traffic Fines/Repairs/Damage by delays)
- 4.12 CRM - maintaining Leads, Opportunities and Customers.
- 4.13 Payment to transporters
- Calculation of amount payable to transporters based on dispatch Challan quantity or kilometre travelled or route serviced
 - Calculation of deduction on account of short deliveries, spoilage and late deliveries and arriving at net amount payable.



Functional Specification Summary for ERP Implementation

- Preparation of payment voucher for generating bank advice.
- Preparation of transporter wise statement on timelines of delivery.

5 PRODUCTION MODULE

5.1 Production planning:

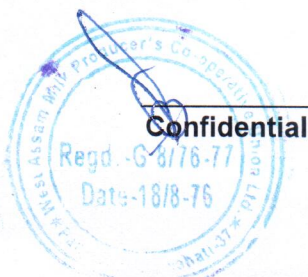
- Capturing production requirements
- Capturing production parameters
- Balancing FAT and SNF
- Preparing production plan
- Capturing production variables
- Comparing planned with actual
- Mass balance sheet
- Shift wise Log sheet

5.2 Finished goods inventory

- Capturing finished goods productions and returns of products
- Capturing issues against sales indent/ order
- Adjustment of stock against damages, short falls etc.
- Valuation of stocks.

5.3 Plant maintenance

- Capturing of equipment details and grouping the same
- Capturing of maintenance and inspection of parameters
- Generating of inspection / preventive maintenance schedules
- Capturing down time and break down data
- Generating report for analysing breakdowns and down times.
- Allocating Machine



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Functional Specification Summary for ERP Implementation

- 5.4 Monitoring output of machine (Hour wise, Shift wise, Day wise)
- 5.5 Final Report of machines (Batch/Lot/Shift/Day wise)
- 5.6 Checking and Transfer to Inventory Module
- 5.7 Total Production (Batch/Lot/Shift/Day wise)
- 5.8 B.O.M
- 5.9 Material Requirements Planning
- 5.10 Automatic Milk & Milk products level reader & timer based posting
- 5.11 Packing of Milk & milk product (Shift wise)
- 5.12 Dispatch to Sale Section
- 5.13 Internal Transaction of Milk
- 5.14 Production losses

6 INVENTORY (STOCK)

- 6.1 Amount/Quantity of Packed Items
- 6.2 Up gradation of Stock based on Production/Dispatch (Product/Batch/Lot/Day/Shift wise)
- 6.3 Alert for minimum/ average stock-level (Product wise) Maintaining relevant Challans (Issued by A/C department)
- 6.4 Enrollment of Products
 - (Names/Categories/Nos./Packings)
 - Production/Stock/Demand Status (Productwise)
 - Defining Auto Batch Nos. of Products.
 - Maintaining dispatch/demand challans of products.
 - Reflecting current availability of Products in stock

7 HUMAN RESOURCE MANAGEMENT

- 7.1 Maintaining HR database
 - Maintaining of Personal data-address, date of birth, qualification, skill, blood group, family data, nomination details etc.
 - Maintaining of career related data-date of joining, grade, designation, department, promotions, training data
 - Maintaining of salary and compensation related data
- 7.2 Recording attendance and leave data
 - Capturing of daily attendance from attendance recorders.
 - Capturing of leave data and maintaining leave database
 - Maintaining of attendance register



Functional Specification Summary for ERP Implementation

7.3 Processing personnel actions

- Maintaining sanctioned strength
- Processing recruitment
- Processing confirmation, promotion
- Appraisal management
- Processing final settlement

7.4 Training

- Capturing training requests/needs
- Preparing training plan
- Capturing training attendance and feedback
- Capturing training costs.

7.5 Processing payroll

- Processing of loans and advances and deduction through payroll
- Integration with time and attendance system.
- Capturing of monthly deductions
- Processing of monthly payroll based on pre-defined rules
- Calculation of income tax and deduction through payroll
- Maintaining of payroll related reports and registers
- Printing of pay slips and bank statement
- Printing of income tax certificates and returns
- Increment
- Over time
- DA difference
- Leave encashment
- Bonus calculation

7.6 Inward/outward for daily mailing system.

8 ACCOUNTS

8.1 Accounts payable

This function will handle bill passing and accounts payables to sundry creditors/debtors. This includes the following:

- Processing of payments
- Calculation of TDS and generating of related certificates and register
- Generating of debit & credit notes
- Tracking of retention money, bank guarantee
- Issues of sales tax forms
- Outstanding advance payment
- Bills received, paid, adjusted
- Maintaining of supplier ledger
- Booking of outstanding liabilities

Aging analysis



Functional Specification Summary for ERP Implementation

8.2 Accounts Receivable

This function will keep track of all the invoices, debit and credit notes raised on customers and payment received from customers.

- Receipt of payment-against invoice, part payment, on account & advances
- Generation of debit and credit notes
- Maintaining of customer ledger

Tracking of customer outstanding and aging analysis

8.3 General Ledger

- Maintaining of chart of accounts
- Posting of vouchers and statutory book keeping
- Preparation of day book
- Preparation of ledger and trial balance
- Preparation of p & I statement, balance sheet & schedules
- Preparation of various analysis reports-within and across ledger accounts
- Facility of drilling down from p & I/balance sheet to voucher data

Facility of querying transaction on different parameters

8.4 Costing & Budgeting

- Provision of cost centers and budget codes
- Preparation of periodic budget on cost centers and products
- Capturing of Responses against cost centers
- Calculation of multiple type of costs-fixed, variable, direct and indirect
- Allocation of costs to products
- Allocation of costs to products
- Comparison of actual costs with budgeted costs and analysis of variance
- Comparison of actual costs with prior periods
- Preparation of cost ledger

8.5 All Types of Voucher Entry

- Bank Receipt
- Bank Payment
- Cash Receipt
- Cash Payment
- Journal Voucher
- Contra Voucher



Functional Specification Summary for ERP Implementation

- 8.6 Consolidated Billing
- 8.7 Fixing Auto Lock-Period of Billing (Payment cycle/Period wise)
- 8.8 Detail A/C of Transporters (with payment history)
- 8.9 Maintaining Cash-Vouchers
- 8.10 Allowances/Perks Reimbursement
- 8.11 Maintaining Day-Book
- 8.12 Detail A/C of Parties/Consumers (with Payment/Outstanding/Stock history)
- 8.13 Salary Release
- 8.14 Creating/Maintaining various Expenditure-heads
- 8.15 Maintaining Expenses-Receipt Report
- 8.16 Generating Balance-Sheet
- 8.17 Maintaining Cheque details (Cleared/Uncleared)
- 8.18 Creating Trial-Balance
- 8.19 Cash in Hand/Bank
- 8.20 Asset creation & accounting.
- 8.21 Bank Reconciliation
- 8.22 TDS Payments – Income Tax
- 8.23 GST compliance

9 PLANT DOWNTIME & MAINTENANCE

- 9.1 Equipment History
- 9.2 Preventive Maintenance Plan
- 9.3 Maintenance History
- 9.4 Downtime Analysis
- 9.5 Work Order Management

10 MIS

- 10.1 Consolidated reports related to management
- 10.2 Live screen for monitoring online activities



Functional Specification Summary for ERP Implementation

11 ERP INTENDED FEATURES

- 11.1 High level dash boards for the senior management thru Mobile
- 11.2 On the fly custom reports creation
- 11.3 Alert and Audit functionality
- 11.4 Interface with other 3rd party applications both inward and outward
- 11.5 Workflow configuration
- 11.6 eMail and SMS integration
- 11.7 Variance Reports



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