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Notice Inviting Tender (NIT)

For

Implementation of ERP on Cloud Platform, Supply of
Licenses including Operation & Maintenance (O & M) at
Solar Energy Corporation of India Limited (SECI)

NIT No. [SECI/C&P/NIT/ERP/052018](#)

Dated : 21/06/2018

DISCLAIMER

1. Though adequate care has been taken while preparing the NIT document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Employer/ Owner immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of NIT documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. While this NIT document has been prepared in good faith, neither Employer/ Owner nor their employees or consultants/ advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 21/06/2018

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1. Introduction

Solar Energy Corporation of India Limited (SECI), herein after called as “Purchaser”/ “Employer”/ “Owner” is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE), incorporated under Companies Act, 2013 in 2011 to facilitate the implementation of Jawaharlal Nehru National Solar Mission (JNNSM) and achievement of targets set therein.

In the present outlook of the RE sector, especially Solar Energy, SECI has a major role to play in the sector’s development. The company is responsible for implementation of a number of schemes of MNRE, major ones being the VGF schemes for large-scale grid-connected projects under National Solar Mission (NSM), solar park scheme and grid-connected solar rooftop scheme, along with a host of other specialized schemes such as defense scheme, canal-top scheme, Indo-Pak border scheme etc. In addition, SECI has ventured into solar project development on turnkey basis for several PSUs. The company also has a category ‘A’ power-trading license and is active in this domain through trading of solar power from projects set up under the schemes being implemented by it.

SECI has the following Vision statement:

‘To build ‘Green India’ through harnessing abundant solar radiation and to achieve energy security for the country.’

In order to achieve SECI corporate objectives, SECI intends to implement an integrated IT system (ERP) for effective monitoring, increasing efficiency, streamlining processes, and increasing employee productivity and satisfaction.

SECI expects the successful bidder/ developer/ contractor/ vendor to review, redesign and automate processes and transactions related to all the business functions. The proposed IT solution is expected to integrate all the related business processes across all functions.

2. Section I: Instructions to Bidders (ITB)

2.1. General

2.1.1. Scope of Bid

The Purchaser/ Employer/ Owner, as indicated in the Bid Data Sheet (BDS), issues this NIT/ Bidding Document for the supply of Goods and Related Services incidental thereto as specified in the Section IV: Scope of Work through e-Tendering process.

2.1.2. Eligible Bidders

- 1) A Bidder shall be a company/ LLP registered in India. No Joint Venture/ Consortium arrangements are allowed to be formed for bidding in this NIT/ Tender.
- 2) Only accredited ERP Implementation Partners of ERP Product Vendor are eligible for participation. The bidder will have to provide written consent of ERP Product Vendor to grant licenses and permissions to use ERP product.
- 3) The Bidder should not be debarred/ black-listed by any Government/ PSU in India. Bidder needs to provide a declaration for the same using format specified in Section IX: Bidding Forms - No Deviation Confirmation. It shall be the sole responsibility of the bidder to inform Employer/ Owner in case the bidder is debarred from bidding by Employer/ Owner or any Government/ PSU. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 2.8.5 of ITB.
- 4) The qualification criteria for eligible bidders are mentioned in Section III: Qualifying Requirements and Section IX: Bidding Forms.

2.1.3. General Financial Rules

If any dispute arises out of the any terms and conditions not covered under this NIT/ Tender Document, same shall be settled out of the rules and orders which are compiled in General Financial Rules (GFR).

2.1.4. Number of Bids per Bidder

Unless specified otherwise, a Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

2.2. E-Tendering Process

2.2.1. General

Submission of Online Bids is mandatory for this Tender.

The complete NIT documents are available at TCIL portal <https://www.tcil-india-electronictender.com> as well as on SECI's website <http://www.seci.co.in>. Interested bidders shall download the NIT documents from the portal <https://www.tcil-india-electronictender.com> as per the provisions available therein.

Interested bidders have to necessarily register themselves on the portal <https://www.tcil-india-electronictender.com> through M/s Telecommunications Consultants India Limited (TCIL), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s TCIL, New Delhi to complete the registration formalities. The address of M/s TCIL is mentioned on the NIT documents. All required documents and formalities for registering on TCIL are mentioned in the subsequent NIT documents.

They may obtain further information regarding this NIT from the registered office of SECI at the address given on the Bid Data Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely <https://www.tcil-india-electronictender.com> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are also mentioned on the NIT documents. The Employer/ Owner in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the NIT/ Bidding Documents.

While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by Employer/ Owner for opening the bids. **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, Employer/ Owner on its sole discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, Employer shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

A Single Stage Two Envelope followed by e-Reverse Auction (e-RA) Bidding Procedure will be adopted and will proceed as detailed in the NIT documents. Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of NIT and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the Employer and the Bidder/ Contractor shall be governed by the NIT Documents/ Contract signed between the Employer and the Contractor for the package.

Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Data Sheet.

Bidder shall submit bid proposal along with non-refundable Bid Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Data Sheet. Techno-Commercial bids will be opened as per the Bid Data Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Bid Processing Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a**

declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

NIT documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>) or from SECI website (<http://www.seci.co.in>). **It is mandatory to download official copy of NIT document from Electronic Tender System (ETS) Portal of TCIL to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this NIT shall be uploaded on TCIL website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned TCIL website. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, incase of any discrepancy, the information available on TCIL website shall prevail**

Purchaser/ Employer/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.2.2. Pre-requisite for online bidding

The following are the pre-requisite for participation in e-Tendering Process:

PC/ Laptop with Windows OS, Internet Explorer: Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

Internet Broadband Connectivity: The Bidder must have a high-speed internet connectivity (preferably Broadband) to access TCIL's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

A valid e-mail Id of the Organization/ Firm

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

2.2.3. Registration of Bidders on E-Tender Portal

To use the Electronic Tender portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the NIT/ Tender & other documents after login into the ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL within the specified period of downloading of RfS/ Tender and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL / ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11- 26202699 (Multiple Telephone lines) / 26241790 (Monday to Friday from 10 AM to 6 PM except Government Holidays) Emergency Mobile Numbers: +91-9868393792, 9868393775, 9868393717
Email-ID	ets_support@tcil-india.com

2.2.4. Obtaining a Digital Certificate

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

2.2.5. Cost of Bidding & Tender Processing Fee

2.2.5.1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Purchaser/ Employer/ Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

2.2.5.2. Tender Processing Fee (Non-Refundable)

1. A non- refundable, Tender Processing Fee, if applicable, is to be submitted either through NEFT/ RTGS transfer in the account of SECI, or in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India

Limited, New Delhi” payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount prescribed in the Bid Data Sheet. Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection. The bank details of Employer/ Owner is available under Financial tab at website www.seci.co.in

2. **The Tender Processing Fee is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar Category only. Bidder has to submit copy of MSME registration with the bid.**
3. In case of any discrepancy/ non-submission of either offline or online bid documents by the bidder, the tender processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the tender processing fee shall be retained by Purchaser/ Employer/ Owner and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Employer/ Owner.
4. In the event of a particular tender being cancelled, the tender processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Purchaser/ Employer/ Owner.

2.3. Contents of Bidding Document

2.3.1. Sections of the Bidding Document

- 1) The Bidding Document consist of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3.3

Part	Section
Part I - Bidding Procedure	Section I: Instructions to Bidders Section II: Bid Data Sheet Section III: Qualifying Requirements Section
Part II - Supply Requirements	Section IV: Scope of Work Section V: Functional Requirement Specifications (FRS) Section VI: Technical Requirement Specifications (TRS)
Part III – Contract	Section VII: Service Level Agreements (SLAs) Section VIII: Contract Forms Section IX: Bidding Forms

Section X: General Conditions of Contract

Section XI: Special Conditions of Contract

- 2) The Purchaser/ Employer/ Owner is not responsible for the completeness of the NIT/ Bidding Document and its addenda/ corrigenda, if they were not obtained directly from the Purchaser/ Employer/ Owner.
- 3) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

2.3.2. Clarification of Bidding Document

- 1) A prospective Bidder requiring any clarification of the NIT/ Bidding Document shall contact the Purchaser/ Employer/ Owner in writing by E-mail or at the Employer's address indicated in the BDS by or during the '**Pre-bid**' conference as per the schedule given in the Bid Data Sheet. The Purchaser/ Employer/ Owner will respond in writing to any request for clarification, provided that such request is received prior to the conclusion of the pre-bid conference.
- 2) Authorized representative of the Bidders who have downloaded NIT/ tender document will be allowed to attend the pre-bid meeting. Personal queries from individuals shall not be entertained.

2.3.3. Amendment of Bidding Document

- 1) At any time prior to the deadline for submission of the Bids, the Purchaser/ Employer/ Owner may amend the Bidding Document by issuing addenda, without any commercial implication and explanation.
- 2) The Purchaser/ Employer/ Owner, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Goods (software, ERP Licenses etc.) or any component of Related Service entirely or any part thereof from the bid document till the deadline for submission of the Bids. Any addendum/ corrigendum thus issued shall be part of the NIT/ Tender Documents and shall be hosted on ETS Portal of TCIL <https://www.tcil-india-electronictender.com> and/ or Employer's website www.seci.co.in. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 3) In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at its discretion, extend the last date for the receipt of Bids.

2.4. Preparation of Bids

2.4.1. Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser/ Employer/ Owner, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.4.2. Documents comprising the bid

The bid shall be submitted by the Bidder under “Single Stage - Two Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno-Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

1. Hard Copy

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words ‘DO NOT OPEN BEFORE’ (due date & time)}.**

Contact Persons Name: Shri Manas Ranjan Mishra, Manager (C & P)

- Original Non-Refundable Tender Processing Fee as per clause no. 2.2.5 of ITB
- Original Non-Refundable Cost of Tender Document, if applicable
- 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per form specified in point no 10.1'
- EMD in original as per Clause 2.4.4 of ITB as per form specified in point no 9.1'.
- Power of Attorney for authorized signatory in non-judicial stamp paper as per form specified in point no 10.16
- Copy of Board Resolution
- Shareholding Certificate as per Format 10.20
- The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

Bidder shall also upload the scanned copies of all the above-mentioned original documents as Programmed File Attachments during online Bid Submission as a part of First envelope.

“Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope”.

2. Soft Copy

Soft copy of the bid shall comprise of following documents to be uploaded on the TCIL portal <https://www.tcil-india-electronictender.com> as per provisions therein.

(a) As part of First Envelope

- I. The Electronic Form of the bid for First Envelope (Techno-Commercial Part), as available on the TCIL portal, shall be duly filled.
- II. Programmed file - Attachments (as detailed against clause no. 2.4.2 (1) and Bid Form for first envelope.
- III. Certificate of Incorporation (Col), Article of Association (AoA) and Memorandum of Association (MoA)
- IV. Certificate of MSME Registration, applicable only for MSME vendors
- V. 'Bidder's General Information', as per form in point 10.5'.
- VI. 'No Deviation Confirmation', as per form in point 10.3'
- VII. Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- VIII. Bid Compliance Sheet as per form in point 10.2 along with relevant evidence
- IX. ERP OEM, IT support structure and escalation matrix for SECI needs to be defined in the bid document.
- X. Resource profile for implementation (onsite deployment) as per form in point 10.9
- XI. Technical proposal including approach & methodology to execute the scope of work defined in the tender document.
- XII. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format specified in point no10.6
- XIII. Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).

(b) As part of Second Envelope

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the TCIL portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"
- II. Main Price Bid comprising of Grand Summary of Cost of the Price Schedule (available in Section - IX, 10.13.2), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

It includes the Breakup of Lump sum Price of the Tender as well as it comprises of the yearly Breakup of the Operations & Maintenance (O&M) price for 5 years period.

2.4.3. Goods and Service Tax (GST)

Bidder shall mandatorily obtain the registration under GST Law at Central level and/ or in respective State as may be required. Further, Bidder shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Bidder, SECI shall ensure that the Bidder has complied with all the required statutory requirements under GST. SECI shall not be responsible for any delay in payment release to the Bidder in case the GST compliance is not fulfilled from the Bidder side in any manner.

Bidder shall be responsible to comply with all the requirements of applicable provisions of GST. Bidder shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Owner is not able to take CENVAT benefit of the taxes due to fault of the Bidder, Owner shall be constrained to deduct the amount from the payments to be made to the Bidder or recover the same in any other manner.

- 2.4.3.1. Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.
- 2.4.3.2. The responsibility of payment of GST lies with the Service Provider only. Bidder providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:
- (a) Name, Address & Registration No. of such Person/ Bidder
 - (b) Name & Address of the Person/ Contractor receiving Taxable Service
 - (c) Description, Classification & Value of Taxable Service provided
 - (d) GST Amount, if any.
 - (e) HSN code of the Goods/Services.

Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.

- 2.4.3.3. In case CBEC (Central Board of Excise and Customs) brings to the notice of Employer/ Owner that the Bidder has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that Bidder may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ Owner.
- 2.4.3.4. In case of statutory variation in GST during the Contract, the Bidder shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST,

otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -

- a) Any increase in the rate of non-cenvatable GST beyond the contractual completion period shall be to Bidder's account whereas any decrease in the rate shall be passed on to the Employer/ Owner.
- b) The base date for the purpose of applying statutory variation shall be the date of techno-commercial bid opening.

2.4.3.5. Where the Employer/ Owner is entitled to avail/ take the CENVAT credit of GST:

Owner/ Employer will reimburse the GST to the Bidder at actuals against submission of cenvatable invoices issued in accordance with GST rules to enable Owner/ Employer to claim cenvat credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

Where the Employer/ Owner is not entitled to avail/ take the CENVAT credit of GST:

Owner/ Employer will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis

- 2.4.3.6.** Bidder shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in NOA/ LOI/ LOA/ CA to enable Employer/ Owner to avail CENVAT credit, if applicable.

If CENVAT credit with respect to GST tax is not available to Employer/ Owner for any reason which is not attributable to Employer/ Owner, then Employer/ Owner shall not be obligated or recover such GST together with all penalties and interest if any, against any amounts paid or payable by Employer/ Owner to Bidder.

2.4.4. Earnest Money Deposit (EMD)

1. Bids must be accompanied with 'Earnest Money Deposit (EMD)' in the form of 'Demand Draft' or 'Banker's Cheque' [in favour of Solar Energy Corporation of India limited, New Delhi payable at New Delhi] or 'Bank Guarantee' as per the format given in format 9.1 of the bidding documents. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the NIT/ Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.
2. The 'EMD' is required to protect Employer/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

3. Employer/ Owner shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks specified in point 10.19, Section-IX of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth in excess of INR 500 Crores (Indian Rupees Five Hundred Crores Only).
4. Bid not accompanied with required amount of EMD or required validity or not in requisite format shall be liable for rejection.
5. 'Earnest Money Deposit' of unsuccessful Bidders disqualified at the stage of Techno-Commercial evaluation will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after intimation of their disqualification.
6. 'Earnest Money Deposit' of unsuccessful Bidders excluding L-2 bidder will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after issuance of NOA/LOI/ LOA to successful bidder.
7. 'Earnest Money Deposit' of L-2 bidder will be discharged against the acceptance and signing of Contract Agreement with successful bidder. This process shall be completed not later than '30 [thirty] days' after issuance of NOA/ LOI/ LOA to successful bidder.
8. The successful bidder's 'Earnest Money Deposit' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Performance Guarantee' pursuant to clause nos. 2.8.3 & 2.8.4 of ITB.
9. Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
 - (a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after last date of submission).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - i. acknowledge receipt the NOA/ LOI/ LOA within 15 (Fifteen) days from issuance of same.
 - ii. to furnish "Performance Security as per clause 2.8.4.
 - iii. to accept 'arithmetical corrections' as per provision of clause 2.7.4 of ITB.

10. In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'EMD' should be in the form provided at 'Format 9.1'.

11. MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ Udyog Aadhar Only are exempted from submission of EMD. Bidder has to submit copy of MSME registration with the bid.

Note: In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Earnest Money Deposit validity should be calculated and sufficed. The validity of the submitted EMD need to be revised by respective bidders, in case the bids are already submitted prior to the last due date of the initial Tender submission deadline. The Earnest Money of the successful bidder shall be refunded after submission of complete Performance Bank Guarantee (PBG) for the faithful execution of the contract and EMD in case of unsuccessful bidders shall be refunded after the award of contract to the successful bidder.

2.4.5. Price Schedules

- 1) The Bidders should take note of following points while submitting the Price Proposal:
 - a) Price Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties as may be applicable, to be paid pre- or post-delivery or to be deducted by the Purchaser/ Employer/ Owner at source, in relation to the Goods and Related Services.
 - b) If price for any Good, Component or Services as required in the Price Proposal is not quoted, it will be considered as included in the price proposal. No addition or modification to the quoted price will be allowed.
- 2) All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If an item listed in Price Schedule is not priced, the bidder shall notify specifically that the price of said item is included in the prices of other items and also specifying their Sr. No.
- 3) Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 4) In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the PS.

- 5) The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 2.7.4 of ITB.

2.4.6. Currency of Bid

Bidders must submit bid in Indian Rupees (INR) only.

2.4.7. Period of validity of Bid

- 1) Bids shall be kept valid for period specified in BDS from the final 'Bid Opening Date'. A Bid valid for a shorter period may be rejected by Purchaser/ Employer/ Owner as 'non-responsive'.
- 2) In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser/ Employer/ Owner may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with "ITB: Clause-2.4.4" in all respects.

Note: In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Tender validity should be calculated and sufficed. The validity of the Tender need to be revised by respective bidders, in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

2.4.8. Pre-Bid Meeting

- 2.4.8.1. The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" will be held at address specified in Bid Data Sheet under Section - II. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 2.4.8.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 2.4.8.3. Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on TCIL website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-2.3", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer/ Owner exclusively through the issue of an Addendum/ Corrigendum pursuant to "ITB: Clause-2.3.3", and not through the minutes of the Pre-Bid Meeting.
- 2.4.8.4. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

2.4.9. Format, copies and Signing of Bid

- 1) One number of Hardcopy (duly signed by authorized signatory) of Technical Proposal should also be submitted apart from online submission. If there are any discrepancies between the hard copy and online submitted copy of the proposal, the online submitted proposal governs.
- 2) The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder (digital signature for online submission). This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the Bid.
- 3) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

2.4.10. Zero Deviation & Rejection Criteria

2.4.10.1. **ZERO DEVIATION** : Deviation to terms and conditions of Tender Documents may lead to rejection of bid. Employer/ Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Employer/ Owner will determine the substantial responsiveness of each bid to the Tender Documents. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. Employer's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Employer/ Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

2.4.10.2. **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- a) Eligibility Criteria including General, Technical and Financial Qualifying Requirements
- b) Firm Price
- c) Tender Processing Fees and Earnest Money Deposit
- d) Tender Document Fees, if applicable
- e) Specifications & Scope of Work
- f) Non-compliance in Functional Requirement Specification (FRS) or Technical Requirement Specifications (TRS)
- g) Price Schedule (PS)
- h) Duration/ Period of Contract/ Completion schedule/ Stabilisation Period
- i) Period of Validity of Bid
- j) Warrantee/Guarantee/ Defect Liability Period
- k) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- l) Force Majeure & Applicable Laws
- m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid
- n) In case, bidder missed to upload a soft copy of the specified document(s) and submitted the Hard copy of document which was not uploaded as soft copy, it will be considered a violation as all required document are not submitted and bid will be rejected.
- o) Technical approach and methodology

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

2.5. Submission of Bids

2.5.1. Submission, Sealing and Marking of Bids

- 1) Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 2) Hard Copies (Specific documents only) as mentioned in clause no. 2.4.2. (1) of Section - I, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker

Offline Tender Document for "Tender for Implementation of ERP on Cloud Platform, Supply of Licenses and Operation & Maintenance"	
Tender Document No.	
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1 st Floor, Wing - A, Prius Platinum Building District Center, Saket New Delhi - 110 017

- 3) All the bids shall be addressed to the Purchaser / Employer / Owner at address specified in the Bid Data Sheet Section - II.
- 4) Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

2.5.2. Deadline for Submission of Bids

- 1) The bids must be submitted through e-tender mode not later than the date and time specified in the Bid Data Sheet Section - II.
- 2) The hard copies of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid Data Sheet Section - II.
- 3) Employer/ Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 2.3.3 of ITB refers). In which case all rights and obligations of Employer/ Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS Portal of TCIL <https://www.tcil-india-electronictender.com> and/ or Employer's website www.seci.co.in.

2.5.3. Late Bids

- 1) Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 2) E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.
- 3) Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

2.5.4. Modification and Withdrawal of bids

- 1) Modification and withdrawal of bids shall be as follows: -

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

- 2) The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 2.5.2 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 3) No bid shall be allowed to be withdrawn/ modified/ substitute 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. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD pursuant to clause 2.4.4 of ITB and rejection of bid.
- 4) The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 5) In case after price bid opening and e-Reverse Auction, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by the bidder in bidding or varying any term in regard thereof leading to re-tendering, Purchaser/ Employer/ Owner shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Purchaser/ Employer/ Owner after following the due procedure.

2.6. Opening of Bids

- 1) Unpriced Bid Opening:

As the case may be, Purchaser/ Employer/ Owner will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid

opening register evidencing their attendance. However the presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Purchaser/ Employer/ Owner.

2) Priced Bid Opening:

- a. Purchaser/ Employer/ Owner will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.
- b. The price bids of those bidders who were not found to be technical responsive shall not be opened and will be sent to archive unopened in the e-tender portal after opening of the price bids of technical responsive bidders.

2.7. Evaluation Bids

2.7.1. Confidentiality

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's/ Owner's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

2.7.2. Contacting the Purchaser/ Employer/ Owner/ Consultant

- 1) From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Purchaser/ Employer/ Owner/ Consultant on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 2) Any effort by the Bidder to influence the Purchaser/ Employer/ Owner/ Consultant in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

2.7.3. Examination of Bids and Determination of Responsiveness

- 1) The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -
 - a. Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - b. Has been properly signed;
 - c. Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing Fees', if applicable
 - d. Is substantially responsive to the requirements of the Tender Documents; and
 - e. Provides any clarification and/ or substantiation that the Employer/ Owner may require to determine responsiveness.

- 2) A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -
 - a. "Deviation" is departure from the requirement specified in the tender documents.
 - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 3) A material deviation, reservation or omission is one that,
 - a) If accepted would,
 - i. Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii. Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 4) The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 5) If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

2.7.4. Correction of Errors

- 1) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/ amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Employer

shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

- 2) The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

2.7.5. Evaluation of Bids and E-Reverse Auction

Bid shall be evaluated as per evaluation criteria mentioned below on the total cost including GST. The Employer shall only use the criteria and methodology indicated in the Tender documents. No other criteria/ methodology shall be permitted.

2.7.5.1. Evaluation of Techno - Commercial Part (First Envelope)

The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to ITB Clause 2.4.2, and other requirements in the Bidding Documents, taking into account the following factors:

- a. overall completeness and compliance with the Technical Specifications to the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness.
- b. compliance with the time schedule
- c. any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration.
- d. any deviations to the commercial and contractual provisions stipulated in the Tender Documents.
- e. details furnished by the bidder in response to the requirements specified in the Tender Documents.

2.7.5.2. Opening of Second Envelope by Employer

The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids, the Second Envelope submitted by such bidders shall be sent to archive unopened in the e-tender portal and the EMD shall be returned as per the Tender provisions.

The prices and details as filled up in Electronic Form by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to

determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder.

Bids not opened and read out at bid opening shall not be considered for evaluation, irrespective of the circumstances except bids received by Employer within due date and time of bid submission deadline.

2.7.5.3. Evaluation of Financial Part (Second Envelope)

- a. The Employer will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- b. The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.
- c. Arithmetical errors will be rectified in line with clause 2.7.4 of ITB.
- d. The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Bidding Documents.

2.7.5.4. Evaluation of Price Bid

2.7.5.4.1. Following factors shall be considered for evaluation of Price Bids:

- a) Total Cost for all the selected Bidders after technical evaluation shall be compared to determine the lowest bid as given under format 10.13.2. The lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA) subject to the successful bidder selected after e-Reverse Auction (Clause 2.7.5.4.2).
- b) The mentioned Total Cost will be considered up to 2 decimal places only.
- c) The Total Cost shall be all-inclusive of Goods & Service Tax (GST), duties and levies as quoted by the bidder.

2.7.5.4.2. Procedure for e-Reverse Auction (e-RA)

- a. The e-auctioning shall be conducted on <https://www.tcil-india-electronictender.com> E-Auctioning shall be carried out on the day as intimated by SECI to the eligible bidders.
- b. After financial bid evaluation, the bidders shall be shortlisted in the ascending order of price bid quoted. Of this top 50% of the bidders starting from the L1 Bid subject to minimum of 3 bidders shall only be eligible for e-RA. If the price bid quoted is same for two or more bidders, then all the bidders with same price bid shall be considered of equal rank/standing in the order. The e-RA shall be conducted as follows:

- At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent by email to all bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA. Further, at least two hours before the schedule start time of e-Auctioning, a system generated email for invitation for e-Auctioning will be sent to all those bidders only who have been shortlisted based on the criteria mentioned.
 - Shortlisted bidders for e-Auctioning will be able to login into the TCIL website of e-auctioning 15 minutes before the start time of e-auctioning.
 - At the start of e-auctioning process, the bid along with the list of short listed bidders shall be displayed with their pseudo names.
 - The minimum decrement step for e-Auctioning is **INR 100,000/- (INR One Lac Only)** i.e. each decrement shall be in multiples of INR 100,000/- (INR One Lac Only). The multiples of bid decrement are 1, 2, 3...10, 15, 20, 25...50,100 (as per TCIL ETS).
 - Further to the above, the prospective bidders may also note that whatever the discount offered by the bidder during the e-RA process on the price quoted by them during financial bid, the same shall be applied proportionately to the prices of BOQ items (other than fixed cost components such as ERP License Cost and ERP – ATS Cost) quoted by them initially in the financial bid, for making payments if such bidder is concluded as the successful bidder for the Notification of Award (NOA).
 - L2, L3, L4.... LN Bidders have to mandatorily apply their decrements suitably so as to beat the L1 price in the first go itself, else system will not accept their respective Bids. However, at no stage, increase in Total Cost will be permissible.
 - During E- Auctioning, no revision in total cost for which a bidder is considered qualified after evaluation of Technical Bid is allowed.
 - The initial auctioning period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/ extended closing time if any fresh bid is received in last eight minutes of auctioning period or extended auctioning period. If no valid bid is received during last eight minutes of auctioning period or extended auctioning period, then the e-auctioning process will get closed.
- c. Following information will be displayed in the bidder's bidding window:
- First round total price as their start price initially and thereafter last quoted price

- The list of last quoted price (i.e. last Bid Value) of all bidders with their Pseudo Identities and their time of quote.

d. Selection of Successful Bidders

The bidders shall be selected in the ascending order with lowest quoted Total Price (being L1).

- i. The bidder with lowest sum quoted at the end of E-Auctioning will be considered L1.
- ii. In case of tie in Total Price, among two or more bidders being the same at the end of e-Reverse Auction, they will be considered in the chronological order of their last bid with preference to the bidder who has quoted his last bid earlier than others.
- iii. In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:
 - The bidder who has quoted lowest Total Price in their Price BID before commencement of E-Auction shall be considered as L-1.
 - If there is also a tie among any of these bidders, then L-1 will be the bidder who has the highest average annual turnover as per the documents submitted as a part of their bid.

e. At the end of selection process, a Notification of Award (NOA) will be issued to the successful bidder (L1).

f. In all cases, SECI's decision regarding selection of bidder through E-Auctioning or otherwise based on First Round quotation or annulment of tender process shall be final and binding on all participating bidders.

2.7.6. Terms and Condition of e-Reverse Auction

After opening of Financial bids and short-listing of bidders based on the total cost, SECI shall resort to "e-REVERSE AUCTION PROCEDURE". The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.

3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the tender document or intimated later on, for compliance.
4. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed below in the tender document.
5. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
6. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
7. Period of validity of Prices received through e-Reverse Auction shall be same as that of the period of validity of bids offered.
8. Bidders should also note that:
 - a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the tender document.
 - e) Order finalization and post order activities such issue of LOI. would be transacted directly between successful bidder(s) and SECI.
 - f) LOI shall be placed outside the TCIL e-portal & further processing of the LOI shall also be outside the system.
 - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in clause 2.4.2 of the tender document.
 - h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
 - i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

9. For access to the Reverse Auction site, the following URL is to be used: <https://www.tcil-india-electronictender.com>

10. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per procedure specified in clause 2.7.5.4.2 and other provisions of Reverse Auction in Tender documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	L1 Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

SECI reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the tender document and other correspondences, if any, till date.

2.7.7. Purchaser's Right to accept or reject any or all bids

The Purchaser/ Employer/ Owner reserves the right to accept or reject any Bid, or annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. The affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for Employer's/ Owner's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which Employer/ Owner shall respond quickly.

2.8. Award of Contract

2.8.1. Award Criteria

Subject to "ITB: Clause-2.7.3", Employer/ Owner will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidders, is determined to be qualified to satisfactorily perform the Contract.

2.8.2. Letter of Award

1. Prior to the expiry of 'Period of Bid Validity', Employer/ Owner will notify the successful bidder in writing, in the form of "Notification of Award (NOA)" / "Letter of Intent (LOI)" / "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract.
2. Contract Period shall commence from the date of "Notification of Award" / "Letter of Intent" / "Letter of Allocation" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Allocation. The "Notification of Award" / "Letter of Intent" / "Letter of Allocation" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-2.8.3".
3. The of "Notification of Award (NOA)" / "Letter of Intent (LOI)" / "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 15 (Fifteen) days from the date of its issuance.
4. Incase the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)" / "Letter of Intent (LOI)" / "Letter of Allocation (LOA)" as mentioned above vide clause no. 3 of 2.8.2, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed.
5. In case of Non-response/acceptance to the NOA or CA or non-submission of timely Performance Guarantee by the successful bidder, SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process.

2.8.3. Signing of Contract

1. The successful Bidder shall be required to execute the 'Contract Agreement' on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder] and of 'state' specified in Bidding Data Sheet (BDS) only, within '30 [Thirty] days' of issuance of the "Notification of Award [NOA]"/ "Letter of Intent [LOI]"/ "Letter of Allocation [LOA]".
2. Incase the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 1 of 2.8.3, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for the forfeiture of EMD.
3. In case of Non-response/acceptance to the NOA or CA or non-submission of timely Performance Guarantee by the successful bidder, SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process.

2.8.4. Performance Guarantee

- 1) Within thirty (30) days of the issue of Notification of Award (NOA)/ Letter of Award (LOA)/ Letter of Intent (LOI) from the Employer, the successful bidder shall furnish an unconditional and irrevocable performance guarantee in accordance with Special Conditions of the Contract, The Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the owner as "Solar Energy Corporation of India Limited". The Performance Guarantee shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of Performance Guarantee shall be in conjunction with the provisions mentioned under Section - XI, Special Conditions of Contract (SCC). In addition, Performance Guarantee will not be adjusted against EMD submitted as per clause 2.4.4.
- 2) Bank Guarantee towards Performance Guarantee shall be from any scheduled bank as specified in the List of Banks enclosed in 10.19, Section - IX, Bidding Forms of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - XI, Special Conditions of Contract (SCC).

The Performance Guarantee may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, Delhi".

- 3) In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

- 4) In case of default or failure of the Bidder to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the Performance Guarantee.
- 5) The Performance Guarantee has to cover the entire contract value including extra works/ services also. As long as the Performance Guarantee submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Performance Guarantee. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Bidder should furnish additional Performance Guarantee on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.
- 6) Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Performance Guarantee amount, calculated on pro-rata basis accordingly. Employer/ Owner at its sole discretion may cancel the Contract Agreement/ NOA/ LOI/ LOA & forfeit 100% of EMD, in case Performance Guarantee is not submitted within 40 (Forty) days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.
- 7) All compensation or other sums of money payable by the Bidder to the Employer/ Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Performance Guarantee or from any sums which may be due or may become due to the Bidder by the Employer/ Owner of any account whatsoever and in the event of his Performance Guarantee being reduced by reasons of any such deductions or sale of aforesaid, the Bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Performance Guarantee, or any part thereof. No interest shall be payable by the Employer for sum deposited as Performance Guarantee.
- 8) The Performance Guarantee shall be discharged by the Employer and returned to the Bidder after completion of the Operation & Maintenance period including completion of all activities specified as per clause 2.9.4, unless specified otherwise in the SCC.

2.8.5. Procedure for Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices

2.8.5.1 Definitions:

2.8.5.1.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

2.8.5.1.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

2.8.5.1.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

2.8.5.1.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly

actions of an agency, obstruction of any investigation or auditing of a procurement process.

2.8.5.1.5 “Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Agency”.

2.8.5.1.6 “Appellate Authority” shall mean Committee consisting of Authorized Representatives of Purchaser/ Employer/ Owner.

2.8.5.1.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Committee” concerned.

2.8.5.1.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- a) Whether the management is common;
- b) majority interest in the management is held by the partners or directors of banned/ suspended firm.
- c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

2.8.5.1.9 “Investigating Agency” shall mean any department or unit of Employer/ Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Employer/ Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

2.8.5.2 Actions against bidder(s) indulging in corrupt/ fraudulent/ collusive/ coercive practice

2.8.5.2.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited. Further, such agency shall be banned for future business with Purchaser/ Employer/ Owner for a period specified in clause 2.8.5.3 below from the date of issue of banning order.

2.8.5.2.2 Irregularities noticed after award of contract

a) **During execution of contract:**

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with Employer/ Owner for a period specified in clause 2.8.5.3 below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed shall be suspended with immediate effect by Purchaser/ Employer/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Performance Guarantee submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

b) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with Employer/ Owner for a period specified in clause 2.8.5.3 below from the date of issue of banning order.

Further, the Performance Guarantee submitted by agency against such order(s)/ contract(s) shall be forfeited.

c) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with Employer/ Owner for a period specified in para 2.8.5.3 below from the date of issue of banning order.

2.8.5.3 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be for a period as may be decided by the Employer/ Owner based on specific case basis. However, minimum banning shall be for 6 (Six) months from the date of banning order.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

2.8.5.4 Effect of banning on other ongoing contracts/ tenders

2.8.5.4.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/ future tenders.

2.8.5.4.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

2.8.5.4.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

- a) after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored
- b) after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.
- c) after opening of EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

2.8.5.5 Procedure for Suspension of Bidder

2.8.5.5.1 Initiation of Suspension

Action for suspension business dealing with any agency(ies) shall be initiated by C & P Department when

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- (iii) Nonperformance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

2.8.5.5.2 Suspension Procedure

- (i) The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- (ii) During the period of suspension, no new business dealing may be held with the agency.
- (iii) Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- (iv) The decision regarding suspension of business dealings should also be communicated to the agency.
- (v) If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Employer/ Owner.

The competent authority to approve the suspension will be same as that for according approval for banning.

2.8.5.5.3 Effect of Suspension

IMPLEMENTATION OF ERP INCLUDING O & M	NIT No. <u>SECI/C&P/NIT/ERP/052018</u>	Page 37 of 205	<u>Signature of Bidder</u>
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Effect of suspension on other on-going/ future tenders will be as under:

- (i) No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- (ii) If an agency is put on the Suspension List during tendering:
 - a) after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - b) after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency
 - c) after opening of price, EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- (iii) The existing contract(s)/ order(s) under execution shall continue.
- (iv) Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (a) neither the bidder themselves nor their allied agency/(ies) are on banning list of Employer/ Owner or the Ministry of New & Renewable Energy (b) bidder is not banned by any Government Department/ Public Sector.

2.8.6. Adjudicator/ Arbitration

- 1) The Purchaser/ Employer/ Owner and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2) If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.

2.9. Termination

2.9.1. Termination for Default

1. The Purchaser/ Employer/ Owner may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, terminate the Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser/ Employer/ Owner; or
 - b. if the Supplier, in the judgment of the Purchaser/ Employer/ Owner has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the Contract; or
 - c. any representation made by the bidder in the proposal is found to be false or misleading;
 - d. if the Supplier commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser/ Employer/ Owner in its absolute discretion decide) provided in a notice in this behalf from the Purchaser/ Employer/ Owner.
 - e. as specified in the SLA
2. In the event the Purchaser/ Employer/ Owner terminates the Contract in whole or in part, the Purchaser/ Employer/ Owner may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser/ Employer/ Owner for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

2.9.2. Termination for Insolvency

The Purchaser/ Employer/ Owner may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser/ Employer/ Owner.

2.9.3. Termination for Convenience

The Purchaser/ Employer/ Owner, by Notice sent to the Supplier, 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 the Purchaser/ Employer/ Owner's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

1. The Goods that are complete within thirty (30) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/ or

- b. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

2.9.4. Consequences of Termination/ Completion of Operation & Maintenance Contract

Upon Termination of the Contract or on the completion of Operation & Maintenance period, the Supplier shall:

- a. Transfer the ownership of all software, licenses, and agreements in favour the Purchaser.
- b. Prepare and submit a detailed exit plan within five calendar days of termination notice receipt to SECI ("Exit Plan").
- c. Purchaser nodal authority along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan gets rejected, Supplier shall prepare alternate plan within two calendar days. If the second plan is also rejected, Purchaser nodal authority will provide a plan for Supplier and it should be adhered by in totality
- d. The Exit Plan should cover at least the following :
 - i. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties, cloud deployment in respect of all software, licenses etc.;
 - ii. Handover SECI's database, all developed codes, related documentation, and other Configurable Items, if any in his possession;
 - iii. Handover the list of all IT Assets, passwords at all locations to the Purchaser/ Employer/ Owner.
 - iv. The supplier and Purchaser will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

2.9.5. Consequences of Termination/ Completion of Cloud – Hosting and Support Services

Upon Termination or on the completion of the Cloud – Hosting and Support services, the Bidder shall ensure that following activities must be completed by Cloud Service Provider:

- It will be the prime responsibility of bidder to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded by Cloud Service Provider.
- Bidder to ensure that Cloud Service Provider will migrate data, content and any other assets to the new Cloud Service Provider selected by SECI to enable successful deployment and running of the SECI's solution on the new infrastructure. During the exit/transition process, it

is the responsibility of the Cloud Service Provider to address and rectify the problems with respect to migration of the SECI's application and related IT infrastructure including installation/reinstallation of the system software etc.

- During the contract period, the bidder shall ensure that all the documentation required by SECI for smooth transition including configuration documents are kept up to date by the cloud vendor and all such documentation is handed over to SECI during the exit management process.
- Any other activity which ensures that the continuity and performance of the Cloud Services is available at all times during the exit/ transition.

3. Section II: Bid Data Sheet (BDS)

3.1. Introduction

ITB 2.1.1	<p>The Purchaser/ Employer/ Owner is:</p> <p>Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building District Center, Saket New Delhi - 110 017 India</p>
ITB 2.1.1	<p>The name of the bid is: Notice Inviting Tender (NIT) for Implementation of ERP on Cloud Platform, Supply of Licenses and Operation & Maintenance of ERP at SECI</p> <p>The identification number of the Bid is : SECI/C&P/NIT/ERP/052018</p>

3.2. Bidding Document

ITB 2.3.2	<p>For clarification purposes only, the Purchaser/ Employer/ Owner's address is:</p> <p>Manager (Contracts & Procurement) Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building District Center, Saket New Delhi - 110 017, India Ph. : 0091 11 71989294 E-mail : contracts@seci.co.in</p>
ITB 2.3.2	<p>The schedule for the Pre-bid conference is:</p> <p>Date: 05.07.2018 Time: 11:00 AM (IST) Venue: SECI Office, New Delhi</p> <p>Bidders should note the following for bid related queries/ clarifications:</p> <ol style="list-style-type: none"> 1. All queries/ clarifications related to the bid document need to be emailed three (3) days before the scheduled pre-bid conference. 2. All queries/ clarifications needs to be sent at contracts@seci.co.in No other email ID or mode of submission will be allowed. 3. Bidders needs to clearly mention (i) Page No., (ii) Clause No. and (iii) Query/ Clarification required <p>Bidders need to email MS Excel along with the PDF version of queries/ clarifications.</p> <p>NOTE: Wherever reference to "Time" has been made, the same shall be taken as Indian Standard Time.</p>

3.3. Preparation of Bids

ITB 2.4.1	The language of the Bid should be : English
ITB 2.4.4	<p>a) Cost of Tender Document shall be NIL.</p> <p>b) Cost of Tender Processing shall be INR 105,000/- + 18% GST (Indian Rupees One Lakh Five Thousand Only excluding 18% GST).</p> <p>c) The Earnest Money Deposit shall be required and the amount required to be furnished will be INR 42 Lakhs (Indian Rupees Forty Two Lakhs only)</p>
ITB 2.4.6	Bidders need to express their bid price in INR. Wherever reference to "Rupees" or "Rs" as currency has been made, the same should be taken as 'Indian Rupees'.
ITB 2.4.7	The bid validity period shall be 180 (One hundred Eighty) days after the final bid submission deadline date prescribed by the Employer.

3.4. Submission And Opening of Bids

ITB 2.5.1	<p>The identification of this bidding process is: Single stage Two Envelope followed by e-Reverse Auction.</p> <p>The bid identification No. shall be mentioned by the Bidder prominently on the top of envelope for the lots in the following manner :</p> <p>(a) Bidding process for the bid is : "Single stage Two envelope followed by e-Reverse Auction"</p> <p>(b) Bid identification No. :</p>
ITB 2.5.2	<p>Apart from online submission, for physical submission purpose only, the Purchaser's address is :</p> <p>Manager (Contracts & Procurement) Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building District Center, Saket New Delhi - 110 017, India Ph. : 0091 11 71989294 E-mail : contracts@seci.co.in</p>
ITB 2.5.2	<p>The deadline for bid submission is:</p> <p>Date: 20.07.2018 Time: 06:00 PM (IST)</p>
ITB 2.6	<p>The bid opening shall take place at:</p> <p>Solar Energy Corporation of India Limited (A Government of India Enterprise)</p>

D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Center, Saket
New Delhi - 110 017, India

Date: 23.07.2018
Time: 11:00 AM (IST)

4. Section III: Qualifying Requirements

The following section details the qualifying requirements of prospective bidders.

4.1. Note to Bidders

1. It should be noted that following credentials/ certification will not be considered:
 - a. ERP Upgrade Projects
 - b. Internal implementation including implementation in subsidiary companies of Bidder
2. Financial requirement/ certification of only the bidder will be considered and financials of parent company/ holding company etc. will not be considered.
3. Bidder should be Authorized representative/ Service Provider of respective ERP OEM. Bidder should provide applicable OEM's Authorization Letter.
4. If any project/ contract involve multiple subsidiaries, it will be treated as only one credential / experience.
5. Bidders are required to fill the column "Page No. of Technical Proposal" with page reference number of the technical bid submitted. Only those pages will be considered for evaluation.

4.2. Implementation Partner

S.No	Criteria	Description	Allowable Evidence/ Supporting Documents	Page no. of Bid (bidder to fill)
Bidder Details				
1.	Registration Status	The bidder must be incorporated in India under the Companies Act 2013 or under LLP Act 2008 and in business for at least 07 (Seven) years as on last date of submission of bids.	Certificate of Incorporation (Col), Article of Association (AoA), Memorandum of Association (MoA)	
2.	Turnover from IT activities	The bidder's MAAT (Minimum Average Annual Turnover) in the last three financial years (i.e. FY 2015-2016, 2016-2017 and 2017-2018) should be at least INR 8.4 Crores .	Audited annual accounts for each year duly certified by the statutory auditors. In case the audited annual accounts for the year 2017-2018 are not available with the	

S.No	Criteria	Description	Allowable Evidence/ Supporting Documents	Page no. of Bid (bidder to fill)
			bidder, MAAT shall be considered for the average of its last three preceding years (i.e. FY 2014-15, 2015-2016 and 2016-2017)	
3	Net Worth	Bidder should have positive Net Worth as of last balance sheet (ending 31 st March'2018 or ending 31 st March'2017 as per availability of Annual Audited Accounts). Net Worth of the Bidder shall be calculated as per Company Act 2013.	Documentary evidence in form of CA Certificate. In case the audited annual accounts for the year 2017-2018 are not available with the bidder, Net Worth shall be considered as on 31st March'2017 based on annual audited accounts for the year 2016-2017.	
4	OEM Authorization	Bidder should be authorized implementation partner of the ERP product offered.	Letter from OEM of ERP product as per format specified in point no 10.12	
5	Bidder should be a CMM/ CMMi Level 3 or higher certified	Certification as per criteria	Copy of a valid certificate self-attested by the authorized signatory of the bidder.	
6	Resources of the proposed ERP product	The bidder must have a minimum of 100 full time resources and should be experienced of the proposed ERP product in India.	Self-Certification on Bidder's letterhead	
Project Experience				
7	In India	The bidder should have successfully completed: 1. At least 03 (Three) ERP implementations of proposed ERP Product in India in last 05 (Five) years as on last date of submission of bids and these implementations should cover the following Sectors/ Industries/ Organizations: - One Implementation must be in Government/ PSU; - One implementation must be in Power Sector in India;	Completion Certificate from the Client(s) on their Company's letterhead and Purchase Order/ Work Order/ Contract Agreement	

S.No	Criteria	Description	Allowable Evidence/ Supporting Documents	Page no. of Bid (bidder to fill)
		<ul style="list-style-type: none"> - Other implementation(s) can be from any other Sectors/ Industries/ Organizations. 2. All three implementations must have a minimum of 100 users; and 3. Each such implementation should have covered at least three out of the below listed functions: <ul style="list-style-type: none"> • Human Resource Management & Payroll • Finance • Inventory & Procurement • Project Management • Supplier Management 		
8	ERP Post Go-live Support Services	<ul style="list-style-type: none"> 1. Should have provided at least one year of post go-live ERP support for single client as on last date of submission of bids, and 2. ERP implementations must have a minimum of 100 users and 3. Implementation should have covered at least three out of the below listed functions: <ul style="list-style-type: none"> • Human Resource Management & Payroll • Finance • Inventory & Procurement • Project Management • Supplier Management 	Completion Certificate from the client(s) on their Company's letterhead, Work Order/ Purchase Order/ Contract Agreement.	

4.3. ERP OEM (Proposed ERP)

S. No	Criteria	Description	Evidence	Page no. of bid (bidder to fill)
1	OEM Registration	OEM must be incorporated in India under the Companies Act 2013 or under LLP Act 2008.	Certificate of Incorporation (Col), Article of Association (AoA), Memorandum of Association (MoA)	
2	Experience in Indian Power Sector	The proposed ERP Product must have been successfully implemented in at least two Power Sectors in India and such implementations should have covered all the below listed functions: <ul style="list-style-type: none"> Human Resource Management & Payroll Finance Inventory & Procurement Project Management Supplier Management 	Completion Certificate from the Client(s) on their Company's letterhead and Purchase Order/ Work Orders/ Contract Agreement	
3	Implementation Partners	ERP OEM should have at least three Implementation Partners in India.	Self-Certification by Authorized Signatory of OEM	
4	India Localisation	Proposed ERP Product must have India Localisation features such as taxation, employee related rules & regulations (such as Form 16, PF etc.) to meet Government/ Statutory compliances, Indian language(s) - English and Hindi.	Self-Certification by Authorized Signatory of OEM	

5. Section IV: Scope of Work

5.1. Scope of Work

5.1.1. Objective

Bidders are required to critically review the purpose and requirements of implementation and ensure inclusion of all goods & services (not mentioned specifically) for achieving the objective within the time frame for successful implementation.

5.1.2. Scope Summary

The overall scope of Work for this project will involve the following areas:

- Preparation of detailed implementation plan covering the complete life-cycle of the project.
- Complete project management activities as per standard norms & practices.
- Deployment of resources on-site at the project location(s)
- Supply, Install, Configure, Customize and implement offered ERP software as per requirements.
- The Bidder would have to procure the licenses and other necessary support from the OEM to carry out ERP Implementation. The license would be issued in the name of SECI.
- The Bidder would have to design and procure the required IT infrastructure (including IT & non-IT components, if any) which will be on cloud deployment to meet SECI business requirements, ERP performance requirements and service level agreements.
- The Bidder would have to engage the cloud service provider to carry out deployment of ERP on cloud platform. The cloud service provider selected by bidder must be from The Ministry of Electronics and Information Technology (MEITY) Empaneled service providers. In addition, bidder will remain the point of contact for all issues pertaining to ERP including cloud services.
- The Bidder and Cloud Service Provider will enter into agreement in order to provide Cloud services to SECI. Bidder will be responsible to submit a copy of such agreement to SECI. The agreement must include site visit by SECI officials at the data center of cloud service provider once a year.
- The Bidder needs to prepare Bill of Material (BoM) for IT and non-IT infrastructure i.e. hardware, networking equipment's and additional system software required for implementation and running of ERP on cloud deployment.

- Bidder will provide servers & associated hardware/ software of suitable configuration required for Training, Development & Configuration, Quality Testing for use during implementation till post Go-Live Support (Stabilization/ Handholding).
- Understanding of SECI existing Business Processes and future requirements through detailed as-is, to-be study and gap analysis.
- Design of improved, streamlined, standardized, more efficient to-be processes through business process reengineering based on industry best practices, ERP supported process improvements and SECI requirements.
- In case any business process/ requirement as specified in clause 6 Functional Requirement Specification is not fulfilled by suggested ERP solution, the bidder uses a Third Party solution to fulfill the requirement, it is the sole responsibility of bidder to implement and integrate the Third Party solution with ERP without any additional cost to SECI.
- Configuration of the ERP solution and its integration with other SECI systems. Configurations should follow the leading internal control practices.
- Development of forms, reports, interfaces, custom components and enhancements to meet business requirements.
- Testing (unit testing, integration testing, user acceptance testing, load testing, stress testing and stabilization testing).
- Quality assurance and compliance of OEM recommendations.
- Preparation of templates for data collection, verification & migration. Provide required training and support to SECI in data collection & verification process. Complete responsibility for data migration.
- Functional overview training, detailed functional training, technical training and end-user training.
- Change Management activities through-out the life cycle of the project (identification of change managers & change champions, trainings, workshops, preparation of change management related material).
- Required project activities during the transition period such as completion of user manuals, system manuals, business continuity & disaster recovery manual, master & transaction data migration, end-user training, help-desk setup.
- Post go-live support for ERP product, functional & technical support for implemented solution & related services.
- Any other activity for successful integration and implementation of the ERP solution

5.1.2.1. Geographical Scope

The project is intended to cover all offices of SECI. The implementation will also include a Data Center (DC) and a Disaster Recovery Center (DRC) whose locations in India will be decided at a later date.

5.1.2.2.1. Objective

The objective of ERP implementation in SECI is to have best of the industry and business practices offered by ERP product. SECI has provided business functions and areas of work to be covered under the project. Further, minimum requirements have been provided in Section V: Functional Requirement Specifications (FRS), which is indicative of SECI business requirements.

Since the Purchaser / Employer / Owner may not be aware of many of standard modules and functionalities offered by the ERP product and the same may not reflect in FRS. Bidder will need to provide all relevant functional modules to address the functionalities mentioned in the FRS.

The successful bidder / bidder will be required to demonstrate standard functionality of offered ERP modules during business study (as-is, to-be stage) and SECI will have an option to choose more standard functionalities than covered under FRS at no extra cost as same will be treated within scope. SECI shall decide on these additional functionalities before finalisation of Solution design document/Business Blueprint (BBP).

5.1.2.2.2. Existing Activities

SECI intends to cover the following existing business functions, processes and activities in the ERP project along with the detailed list of activities specified in Functional Requirement Specifications (FRS):

I. Power Trading

1. Power trading application: SECI conducts all power trading operations through a web-based portal which is accessible at various locations where procurement and distribution is of power is being performed.
2. Procurement of power: The power is procured from various solar power developers (SPDs) at the rates & tariffs fixed by the government. The SPDs and SECI enter into a bilateral agreement called power purchase agreement (PPA) in which all the terms and conditions are mentioned. Procurement process of power purchase must be handled in ERP i.e. SECI purchase power from Solar Power Developers (SPDs)/vendors.
3. Power schedules by SPDs: The SPDs share the estimated power supply schedule for the next day(s) on the portal for various time intervals. In case any SPD has not uploaded the power schedule on the portal, then an automatic email notification is triggered.
4. Revisions to the power schedule: In case the SPD is of the view that the estimated power supply schedule will not be met, due to various reasons like climatic conditions, fault in power lines etc., then the SPD has the option to publish 'revisions' with the revised power supply schedule. As soon as a revision is sent by the SPD on the portal, automated notification is received by the power trading team.
5. Power schedule to the DISCOMs: The power schedule by the SPDs are forwarded to the respective DISCOMs by SECI.

6. Revisions sent by SECI to DISCOMs: When revisions are received by SECI from the SPDs, the revised schedules are also sent to the DISCOMs.
7. Upload of power schedules on the regional load dispatch center (RLDC): SECI uploads the power schedules after approvals from the DISCOMs to the RLDC website. In case of revisions as well, the same process is followed.
8. Reconciliation between SECI's power schedule & RLDC data: SECI conducts reconciliation of data between SECI's uploaded data and the data on RLDC's website. In case of any significant variance, SECI raises a request for change with the RLDC helpdesk to make the requisite changes.
9. Invoicing: SECI conducts provisional invoicing each month to its customers (DISCOMs). Any differences in the actual units, are adjusted in the next month's invoice as debit note or credit note.
10. Payments: SECI receives invoices from various SPDs, RLDCs, STUs etc. whose invoices are verified and paid as per their due date.

II. Solar

1. Implementation of MNRE Schemes: SECI is designated as the nodal agency for implementation of MNRE schemes for developing grid connected solar power capacity through VGF mode in the country under National Solar Mission (NSM) and also development, promotion and commercialization of solar energy technologies in the country. The central government rolls out schemes to promote solar energy based in the form of subsidies. Example: Viability gap funding (VGF).
2. Issue of RfS/Tenders and to select successful bidder: SECI invite online proposals for setting up of grid connected Solar PV Projects in various states on 'Build Own Operate' basis. Projects selected based on the RfS shall be given 'Viability Gap Funding' in line with terms and conditions of the RfS. SECI shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on the RfS for purchase of solar power selected for a period of 25 year based on the terms, conditions and provisions of the RfS. The solar power developers (SPDs) bid under the RfS are selected through e-reverse auction.
3. Letter of intent (LOI): The LOI document is prepared by the contracts department at SECI and awarded to the selected SPD.
4. Power purchase agreement (PPA): After issuance of LOI, the selected Bidder submit the documents to SECI as per RfS provision and committee verify these documents and recommend for PPA signing. The PPA is signed between the SPD and SECI for the period of 25 years.
5. Effective date of PPA and commissioning date: Effective date is the date of 1 month after the date of issue of LOI by SECI. The PPA contains a clause that states that SPD has to commission the committed power generation within 12 or 13 months of the 'effective date'.
6. Milestones: SPD has to complete following 2 milestones/ stages within the stated timeframes:
 - a. Financial closure (FC): Required timeframe: 6 months from the effective date. The vendor has to submit following documents like Implementation and support agreement, land lease agreement with Solar Park Implementation Agency (SPIA), land mutation agreement, supply agreement with inverter companies and solar modules, financial arrangement, debt & equity infusion plan etc.
 - b. Project commissioning: The expected date of project commissioning is 12 months from the date of 'effective date'.

7. VGF disbursement: The VGF is disbursed as per the following plan:
 - a. 1st tranche of 50% at the time of project commissioning
 - b. Next 10 annual tranches of 5% each subject to maintenance of capacity utilization factor (CUF) which is periodically checked by SECI with the help of power trading department
8. PMC business: SECI bags various solar consulting projects for which SECI plays the role of project manager.
 - a. Following activities are conducted as part of PMC:
 - i. Feasibility study
 - ii. Vendor evaluation criteria preparation
 - iii. Scope preparation
 - iv. Tender preparation
 - v. Assistance in vendor evaluation
 - vi. Vendor selection for turnkey and O&M
 - vii. LOI preparation
 - viii. Analysis of the drawings and plans provided by the vendor
 - ix. Management of project throughout the duration
 - b. SECI charges fees from its client for the PMC services

III. Rooftop

1. Rooftop operations works under different schemes launched by Central Government to promote solar energy.
2. Under Rooftop schemes, SECI has to issue subsidy as a financial incentive.
3. To release subsidy, SECI has to perform inspection and complete document verification.
4. Inspections are performed by SECI employees as well as external inspectors who provide their inspection reports. In case of external inspectors who are not SECI's employee, inspection report is verified and approved based on which payment is being made to the external inspector. Currently, the management of payment to external inspectors is being tracked manually.
5. SECI keep all records of all installations under different rooftop schemes as commissioning certificate is issued and subsidy is processed.
6. All information related to rooftop schemes are currently managed on a web based portal.
7. Client information and vendor details along with various documents (Client Aadhar card, electricity bill etc.) are uploaded on the web based portal and is accessible all time while checking the progress of the installation.
8. Commissioning certificate, bank guarantee documents, payments from vendors, invoice generation etc. are managed from the web based portal.
9. Total projects running under the schemes and completed details are available in the web based portal.

IV. Contract and Procurement

1. All procurements in SECI have to go through tender process except few petty procurements for which spot purchase is done via a committee.
2. All procurements have to go through a manual approval process based on competent authority (up to Managing Director) depending on department who is initiating the procurement request.

3. Procurement process in SECI is initiated when a requisition from a department is raised.
4. Procurement of services are done at SECI like Manpower services, cabs services etc. for which tendering is done.
5. All services externally procured are channelized and recorded by HR department.
6. Documentation for tender process is being prepared and managed by Contract and Procurement team. In addition, tender documents are formalized and prepared based on the benchmarks by Ministry for PMC projects or Schemes.
7. All tender documents are published on TCIL website.
8. Bids are being evaluated manually and contract is awarded. After contract preparation, it is handed over to concerned department for execution.

V. Finance and Accounting

1. General Ledger, Accounts Receivable, Accounts Payable and Asset Accounting operations.
2. Banking operations like Bank Accounts Management, Bank Mandate file, Bank Reconciliation, Cheque Register etc.
3. Fund Management which is received from government for subsidies along with reporting for subsidy disbursements.
4. Employee reimbursements like travel reimbursements, petrol reimbursements, medical reimbursements, Loan Advance, entertainment, briefcase, marriage gift, phone handset etc. Fixed Deposits Management (300 FDs and counting along with quarterly Interest), Comprehensive Interest Accounting scheme-wise/Bank –wise.
5. Bank Guarantee Management and interest payments.
6. Reconciliation of payments from Power trading operations, rooftop, solar.
7. Financial reporting required by Management.

VI. Human Resource Management

1. Managing all transactions and data related to the entire lifecycle of employee management from recruitment to separation.
2. Recruitment: Recruitment process involves written test, group discussions and personal interviews. The selected candidates are recruited on a probationary basis and later confirmed.
3. Compliances: In terms of outsourced employees as well as other legal returns etc.
4. Induction
5. Attendance: Attendance is recorded through the biometric system implemented at the Delhi office.
6. Payroll –Payroll processing through in-house developed application.
Following are the major components in salary:
 - a. Basic pay
 - b. DA
 - c. Special Allowances
 - d. HRA/ Housing Lease
 - e. Perks & allowances
 - f. Transport/ Conveyance Allowance
7. Leaves Management
8. Performance related payment (PRP) - PRP is paid on an annual basis after due approvals.
9. ESS Portal - ESS portal is used at SECI for viewing pay-slips, tax declaration and other personnel information.

10. Trainings - External trainings requested and attended by the employees are tracked by the HR department.
11. Letters and Forms - The Letters and Forms like Offer Letter, Confirmation Letter, Promotion Letter, Termination/ Relieving Letter are prepared and printed by the HR Department.
12. Asset tagging
13. Exit process - NOC documents are required from all relevant departments at the time of exit of employee

VII. System Administration

1. User role maintenance (SOD conflict free roles to be created)
2. Approval maintenance/ delegate and bypass approval
3. User creation
4. System / transaction monitoring
5. Tracking of data flow
6. Data back-up and scheduling
7. System / application upgrades
8. Server Performance Tuning
9. Any other system administration activity required for smooth functioning of ERP

VIII. Others

In order to support the functions described above, the ERP Solution should also cover the following:

1. Custom reports across business functions aggregating information for various levels of Management.
2. Standard reports
3. Generate custom printouts on the basis of ERP transactions
4. Dashboard Reporting for Senior Management
5. Workflow Management
6. Web portal
7. If required, Integration with various existing and proposed systems of SECI.

5.1.3. Implementation Scope

5.1.3.1. General Scope

- Define phase activities and check-list before beginning of the phase and submit completion status of the same before commencement of subsequent phase.
- Bidder is required to deploy industry standard / ERP OEM recommended software solution to manage, monitor and maintain ERP on cloud platform along with project documents/ deliverables (including version control) through-out the life cycle of the project.
- Follow industry standard or OEM recommended implementation methodology.
- Deploy resources as defined in this document and the bid.

- Carry out project activities as per the agreed project plan.
- Carry out development, customization, and configuration activities to meet SECI requirements.
- Carry out integration activities
- Carry out all testing activities
- Carry out complete data collection and migration activities
- Provide training & change management services
- Provide all implementation related documents & deliverables
- Provide post implementation support

5.1.3.2. Phase I: Project Preparation/Inception

During the Phase I of the project, bidder will carry out the following activities:

5.1.3.2.1. Project Plan

Bidder will follow efficient project management methodology. As part of planning, bidder will prepare a detailed project plan to cover the entire life-cycle of the project within the given time period mentioned in this bid. Project plan will include (but not limited to) all project activities, milestones, deliverables (contractual or otherwise), timelines, dependencies, roles & responsibilities etc. in Work Breakdown Structure.

5.1.3.2.2. Resource Planning and Deployment

The bidder will prepare and submit a detailed project structure along with resource deployment plan (onsite & offsite). Bidder is required to deploy all resources (minimum) as defined in this bid document on-site at SECI ERP project location. Bidder will submit the resume of all the personnel to be deployed on the project for prior approval of SECI. Following are the criteria of resource deployment:

S. No	Resources	Relevant Experience
1.	Project Manager	More than 10 years
2.	Functional Resources	More than 5 years
3.	Technical Resources	More than 5 years

5.1.3.2.2.1. Resource Replacement

Bidder will not be allowed to add/ replace/ withdraw any personnel from the project without prior written confirmation from SECI; and the person withdrawn shall be replaced with the equally qualified and competent substitute after approval from SECI.

In such cases, the following process shall be followed:

1. The replacement request shall come from bidder Project Manager or Delivery head.
2. Bidder will inform the designated Project Manager of SECI at least 4 week in advance of such resource replacements along with the deployment schedule and knowledge transfer plan.
3. Bidder will provide the detailed justification along with documentary evidence for the request.
4. Bidder will provide the alternative CV(s) along with the request to the designated Project Manager of SECI.
5. Final decision shall be taken by the designated SECI Competent Authority.

In addition to above, SECI can also ask the Bidder to replace any resource from the project. In such cases, the following process shall be followed:

1. The replacement request shall come from SECI's Project Manager at least 1 week in advance of such resource replacement(s) along with the reason for replacement.
2. Bidder will share the deployment schedule and knowledge transfer plan.
3. Bidder will provide the alternative CV(s) to the designated Project Manager of SECI.
4. Final decision on accepting the new resource replacing the old one shall be taken by the designated Project Management of SECI Competent Authority.

Bidder will ensure that the resource replacement and knowledge transfer shall not affect the quality and timeline of the project.

5.1.3.2.3. Project Kick-off Meeting

The bidder after preparation detailed project plan and resource mobilisation, bidder will conduct the kick-off meeting with SECI team to explain the project plan, approach, scope, team members among other aspects.

5.1.3.2.4. Project Charter

Bidder will prepare a detailed project charter consisting of Project objectives, scope, deliverables, implementation methodology, Change Management Strategy, timelines, roles & responsibilities, requirements from SECI, project risks & mitigation plan, communication matrix, escalation mechanism, governance mechanism, project templates and ERP project KPIs to measure project success etc.

5.1.3.2.5. Overview Training

Bidder will provide an ERP product overview training to SECI key stakeholders such as Sr. Management and functional nodal officers to familiarize them on product modules, functionalities, nomenclature etc.

5.1.3.2.6. Site Survey

- Bidder will conduct site survey as per agreed plan to understand desktop, electrical cabling, WAN/LAN requirements and Networking infrastructure requirements of office location and design a suitable Network deployment architecture.
- Bidder will assess status and usability of the hardware currently deployed at the various locations.

5.1.3.3. Phase II: Business Blueprint/ Elaboration

During the Phase II of the project, the bidder will be required to carry out following activities:

5.1.3.3.1. As-is, to-be study and gap analysis

- Detailed AS-IS study of SECI and documenting business processes including process maps to cover all functions, processes, workflows upto activity/ task level.
- Identify existing business process issues, areas of improvement and opportunities for standardization.
- Review the AS-IS processes and design the TO-BE processes that are based on business requirements, and ERP enabled Best Practices/ Processes.
- Conduct gap analysis of to-be process requirement and ERP functionalities along with best practice solution to meet SECI requirements.
- Design of improved, streamlined, standardized, more efficient to-be processes through business process reengineering based on industry best practices, ERP supported process improvements and SECI requirements.
- Identify all reporting requirements as per business needs (internal, external, statutory etc.) including Dashboard and MIS for various levels of management.

5.1.3.3.2. Functional Training

- Bidder will submit a training plan and strategy to SECI.
- Bidder will provide ERP product training (module wise standard functions & reports available in the product) to SECI core team.
- Training should be provided on training environment of the ERP product so that users can understand the working process of actual ERP product. Training through presentation slides will not be allowed.
- Training needs to be provided for minimum seven days for each module.
- After completion of training, bidder will conduct a test and share the results with SECI.
- After training, bidder will incorporate process & reporting suggestions provided by nodal officers in business requirement.

5.1.3.3.3. Business Solution Design / Blueprint

- After detailed study and functional training, bidder will prepare solution design document / business blueprint (BBP) based on complete functional & technical requirements including (Forms, Reports, Interfaces, Customization and Enhancements) and business process changes incorporated in the to-be processes.
- Bidder will proceed to the realization phase only after the approval of BBP by SECI. The BBP will form the basis of system configuration and development and should incorporate the entire scope of ERP implementation.

5.1.3.4. Phase III: Realization/ Construction

5.1.3.4.1. Development, Customization & Configuration

Based on the approved business blueprint, the bidder will be responsible for following activities:

- Prepare and submit different codification details of master data.
- Prepare functional and technical design documents and submit for SECI approval.
- Configure and customize ERP as per approved business requirements
- Identify integration / interface requirements between ERP and non-ERP systems based on requirements
- Submit integration strategy document and develop necessary process for seamless integration between ERP and other SECI applications to meet business requirements
- Carry out testing activities for the solution (as mentioned in the subsequent sections)
- Carry out data collection and migration activities (as mentioned in the subsequent sections)

5.1.3.4.1.1. Customization

SECI would like to implement standard ERP functionalities as far as possible and adopt standard business processes offered by the ERP system. Bidder will be required to use best judgment while proposing any customization requirements. If any functionality can be met through the standard solution provided by the ERP, same should be adopted unless it is technically required to customize and there is no better solution.

5.1.3.4.1.2. Integration/ Interfaces

All external systems should be integrated with the ERP solution on a consistent, on-line, real-time or batch processing or data exchange basis and needs to operate in an automatic manner without manual intervention unless specifically required. Bidder needs to proposed appropriate solution for integration between ERP and other applications including but not limited to SECI website, e-procurement portal. In this context, bidder needs to ensure that:

- All required data residing in legacy applications are identified and transferred / integrated with ERP solution.
- All interfaces are self-checking so that any exceptions or data validation errors are reported by the system.
- Integration solution can be used to undertake any future integration between any applications.

5.1.3.5. Phase IV: Final Preparation/ Transition

In this phase, bidder will be required to carry out following activities:

- Migrate all master and transaction data into the ERP system. All data will be verified and confirmed by SECI.
- Authorization matrix / user roles & responsibilities is complete, approved and configured in the solution.
- Ensure all trainings are conducted (Functional training, technical training and end-user training).
- Entire ERP solution is tested and verified. There should not be any pending issues or requirements.
- Complete IT and non-IT infrastructure is commissioned and tested to ensure that ERP system is working seamlessly across locations and there is no issue pending.
- Propose project status to SECI management to take go-live or no go-live decision
- Pre Go-live check is done
- User manuals are complete and approved
- System configuration and other technical manuals are complete and approved.
- User support / help desk structure and process is established after due approval from SECI.

5.1.3.6. Phase V: Go-Live/ Production

During this phase, bidder will be required carry out go-live activities as per agreed approach and methodology. Before go-live, bidder will ensure that following documents are provided to SECI, including but not limited to:

- Configuration document consisting of system settings and parameters for each module.
- User manual including system instructions and use cases, running of a program to perform specific task in the system with sample reports, screen formats etc.
- Process flows and description manuals

- Any other document required for usage of implemented solution at each location
- Standard Operation Procedure (SOP) manual
- Online help manuals

5.1.3.7. Phase VI: Post Go-Live Support (Stabilization/ Handholding)

5.1.3.7.1. Stabilization (handholding) Period

In this project, stabilization period will be two months from the date of Go-Live including all modules at all locations (successful enterprise wise go-live). Stabilization will be carried out after each go-live.

Bidder will provide post Go-live support to SECI for stabilization of the implemented ERP system in SECI. As part of this, following indicative activities will be carried out.

- Bidder will deploy all relevant functional and technical implementation team during the stabilization period.
- During stabilization, bidder will rectify, reconfigure the ERP solution if any issues are identified by SECI.
- Bidder will update user manuals and other relevant documents if there is any change in the process or solution.
- SLA will be monitored during this period and bidder will be responsible for compliance of the same.
- If SLA parameters are not adhered by the bidder, relevant contractual provisions will be enforced by SECI if required.

5.1.3.7.2. Stabilization Test

The Stabilization Tests will be conducted for the ERP Solution after successful enterprise Go-live period. The test shall be conducted for ascertaining ERP Performance criteria as defined in Clause 8.4.2 for minimum twenty one (21) calendar days continuously. The Stabilization Tests shall be conducted by powering up and continuous operation of all the systems on a 24x7 basis to ascertain that all components of the solution are working in the desired fashion individually and together. During stabilization test, the bidder shall deploy performance measurement tools to establish adherence to desired Standards of Performance.

If the system is found to be lacking in meeting prescribed availability performance and response time performance, the Bidder shall at its cost and expense make such changes, modifications, and/or additions to the “ERP Solution” as may be necessary for fully conforming to the Standards of Performance. The Bidder shall notify the Purchaser / Employer / Owner upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser/ Employer/ Owner for repeat of the stabilization acceptance tests. If the “ERP Solution” (or sub-system(s)) fails after the

second stabilization acceptance test, Purchaser / Employer / Owner shall levy penalty equivalent to 10% (ten percent) of the total price for Licenses and Implementation Cost (i.e. BOQ No. 1 and 3 of Clause 10.13.2) for not meeting the response time as mentioned in Clause 8.4.2 and will notify the bidder accordingly.

Bidders to note that this penalty for “ERP Solution” failure will be over and above the provisions for penalties defined in bid document such as Liquidity Damage and/or SLA etc. For performance below the Standards of Performance as mentioned in Clause 8.4.2, the Bidder is liable to be rejected. In such case, the Purchaser/ Employer/ Owner may recover the entire cost paid to the Bidder.

In case it is found that additional licenses of the database or other tools are required to achieve the performance parameters as defined in this RFP, the Bidder shall supply such license without any extra cost to the Purchaser/ Employer/ Owner.

5.1.3.8. Help desk and Maintenance Support

After successful completion of final stabilization period, solution support & maintenance period will commence. The duration of Help Desk and Maintenance Support will be as per contract provisions (i.e., mandatory 05 (Five) years).

The scope of work for during this period will be consisted of following minimum activities. The below mentioned aspects are not exhaustive and bidder is required to provide all necessary support to ensure the complete solution is functional as per SECI business requirements without any additional cost.

5.1.3.8.1. Help desk Activities

During the support period, the bidder will be required to provide support to SECI users through the use of an ERP OEM recommended helpdesk tool, or any other third party tool without any additional cost to the Purchaser/ Employer/ Owner. Bidder's responsibilities will include:

- Prepare detailed help desk methodology and process
- Prepare help desk structure and escalation matrix
- Prepare help desk manual
- Provide training to SECI on help desk management software
- Deploy resources for help desk management as per scope and requirement

The Help Desk support will include the following activities:

- Provide basic menu/screen level support, addressing general queries of users, logging requests, assigning requests to specific help desk individuals

- Log user calls (through system or verbal communication) and give them a call ID number
- Assign severity level to each call
- Track each call to resolution
- Escalate the calls, to SECI if necessary as per approved escalation matrix.
- Provide feedback to callers.
- Analyze the call statistics
- Creation of knowledge base on frequently asked questions to aid users.

5.1.3.8.2. Resource Deployment

- Deploy at least 1 functional resource for each business function and 2 technical resources on-site.
- Deploy necessary additional functional & technical resources off-site as per requirement.

5.1.3.8.3. Service Window

Bidder will be required to deploy resources and provide onsite support during 9AM to 7 PM during all working days of SECI. Further, remote support needs to be provided in case of emergency or non-working hours.

5.1.3.8.4. Functional and Technical Support

- Bidder will provide comprehensive on-site support within stipulated timelines and SLA parameters including but not limited to ERP solution, database, patches and releases.
- Implement any functional and/or technical enhancements through patches, updates and/or bug-fixes related to ERP, database, middle-ware or any other software provided as part of the complete solution without any additional cost to SECI.
- Addition, modification of any Functional, process level, reporting requirements as per SECI requirements.
- Incorporation of any change in business conditions such as organization restructuring (e.g., change in structure, change in workflow, expansion etc.)
- Incorporation of any change in statutory requirements such as State / Central guidelines, Taxes & duties (e.g., GST), change in accounting standards & norms.
- Incorporation of any change in solution to due to IFRS or any such norms
- Provide training to SECI users if there is any change in the solution.
- Updation and maintenance of all documents (user manual, configuration manual etc.)

- Incorporate any change in business conditions such as organization restructuring (e.g., change in locations, change in structure, change in workflow etc.)
- Installation, reinstallation of all software components as part of the complete ERP solution.
- Bidder will be responsible to manage cloud service provider to ensure smooth functioning of servers and meet the defined SLAs for cloud specified in clause 8.5.
- Bidder will ensure that proper provision for system back-up were made and will be able to share the data with SECI as and when required on SECI's request.
- Bidder will be responsible for database and application performance monitoring and make necessary changes such as performance tuning and optimization to ensure the complete solution is performing as per contract requirements.
- The bidder will be required to undertake regular analysis of events and logs regarding the solution and make necessary changes along with submission of relevant reports to SECI.
- The bidder will be required to adopt a defined process for change and configuration management in the areas including, but not limited to changes in database, parameter settings, configuration settings, patches etc.
- The Bidder will provide a detailed back-up and business continuity strategy after discussions and approval from SECI.
- The Bidder will be required to coordinate with other service providers of SECI for back-up and recovery process and ensure that SECI has continuous access and availability of the solution.
- Bidder will incorporate changes suggested by internal/external auditor after system audit.

5.1.3.9. Training & Change Management

SECI considers adequate training & change management as vital for the success of the project. Bidder will be required to carry out all necessary steps in ensuring that training and change management initiatives have been taken at appropriate phases of the project so that SECI will be in a position to adopt and accept the ERP system.

Following activities are envisaged as part of training & change management aspect:

5.1.3.9.1. Training

- Bidder will conduct training need assessment of SECI users. Training needs should be continuously refined and reconfirmed with SECI users and implementation team as per project progress and requirements.
- Bidder will prepare detailed training strategy and plan based on training requirements during different phases of the project.
- Training needs to be carried out at Corporate office and any other SECI's location as per requirements and SECI approval.

- Bidder will prepare detailed training schedule, course material
- Post training, bidder will conduct a training assessment along with SECI to assess the effectiveness of training. If the assessment is not satisfactory to SECI, bidder will repeat the training process.

5.1.3.9.2. Training material

- Industry standard/ OEM recommended training tools/ materials will be used by the bidder.
- Adequate training materials such as training manual, practice guide, quick-reference guide will be provided by bidder in both hard copy and soft copy.
- Training material should cover subjects like ERP fundamentals, standard functionalities, SECI relevant configured system, technical training, job / activity wise training etc. as per agreed plan and requirements.

5.1.3.9.2. Training Infrastructure

Bidder will not be responsible for providing training infrastructure.

5.1.3.9.3. Training Types

Following type of trainings are envisaged to be covered under the scope of this project:

Training Type	Participants
ERP Overview	SECI Management
ERP standard functionality	SECI business users/ Functional team and IT team
Configured ERP solution (including configuration aspects)	SECI Core Team users
Role wise training/ End-user training	SECI users
Self Service functionality	SECI users (all employees who are going to use the processes)
Technical Training	SECI IT Team
Access and Authorization training	SECI IT and Functional Team

5.1.3.9.4. Change Management

SECI considers implementation of ERP will have significant impact on its business processes and people. Effective change management activities will be required to ensure that SECI employees are aware about the ERP project and the change in work practices. Bidder will be required to carry out following activities as part of change management initiatives:

- Prepare a detailed change management strategy and plan covering the entire life-cycle of the project.
- Provide support to SECI in identifying change managers and change champions.
- Prepare change management related materials such as newsletters, booklets etc.
- Conduct change management workshops at corporate office and agreed locations.
- Identify process level changes and/or role level changes due to ERP implementation and support SECI in conveying the same.

5.1.3.10. Data collection & migration

Scope of data migration will cover all master data and transaction data required for the ERP system to cover the functional areas covered in the project.

5.1.3.10.1 Bidder responsibilities

- Prepare a detailed data collection and migration strategy and plan for master and transaction data.
- Prepare data architecture and schema for all major categories of items including but not limited to chart of accounts, cost accounting chart, asset/ material codification etc.
- Prepare data collection templates for master and transaction data.
- Train SECI team in data collection, entry and verification process.
- Prepare necessary system driven activities (e.g., scripts) for data verification activity to ensure data sanctity.
- Prepare migration scripts and migrate data through system driven process from SECI legacy systems and filled data templates provided by SECI into the ERP system.
- Provide necessary details to SECI to confirm data migration accuracy and completion.

5.1.3.10.2 SECI responsibilities

- Collect data as per bidder data templates
- Verification of data
- Checking and sign-off on migrated data

Though SECI will collect data as per bidder templates and provide verified data, bidder will be responsible ensuring data collection and migration activities are carried out as per agreed plan and project requirements.

5.1.3.11. Testing & Quality Assurance

ERP solution needs to be tested during various phases of the project to ensure that the developed/configured solution meets SECI requirements and as per standard practice. The actual testing methodology, tools and success parameters will be mutually decided by SECI and the bidder before carrying out the tests. Different types of testing which will be done during the project are mentioned below.

5.1.3.11.1 Bidder responsibilities for testing & quality assurance

- Prepare detailed testing strategy and plan
- Prepare template for testing
- Prepare test cases/ test scripts/ business scenarios and submit the same to SECI for approval
- Conduct testing sessions
- Record and maintain log for all issues identified during testing
- Provide resolution to all issues and demonstrate the same to SECI
- Carry out necessary changes in the developed/configured solution to rectify or change as per suggestions of SECI
- Solution will be re-tested to ensure all issues/ defects are closed
- Ensure all issues are closed

5.1.3.11.2. Testing Types

Indicative list of tests to be conducted are given below. Additionally, the bidder will need to carry out testing as recommended by the ERP OEM.

Testing Type	Objective
Unit Testing	Process/activity wise testing of developed / configured solution for each Module
System Integration Testing	End to End integrated test of business process involving multiple modules or applications
User Acceptance Testing	Complete testing of the ERP solution based on user roles & responsibilities
Load & Stress Testing	To test the system based on simulated growth in terms of users and transaction volume. Solution should meet SLA parameters.
Stabilisation Test	To test if the solution meets SLA parameters and complete functioning as per requirements

5.1.3.12 Preparation of BoM for IT & non-IT infrastructure

- The bidder will prepare Bill of Material for hardware, networking, additional system software and licenses.
- The bidders need to size for adequate infrastructure on cloud deployment, database, all other relevant applications, SECI current & future requirements.
- Bidders need to consider vertical and horizontal scalability as the suggested infrastructure needs to scale based on user or business volumes, on the same infrastructure with additional components such as processors, memory etc.
- Bidder will provide detailed infrastructure sizing calculations to meet SECI requirements.
- For sizing purposes, empirical third party reports / evidence would be required in the form of benchmarks on that class of infrastructure with the suggested processors/ components for the proposed ERP solution to accept the hardware sizing calculations.

5.1.3.13. Supply of ERP Suite and database

The Bidder should propose all required the modules/functions from a single ERP suite to meet SECI requirements. In case of any specific function not available in the proposed standard ERP suite, Bidder may propose additional ERP OEM modules or third party bolt-on tools.

- Bidder will ensure that the entire solution is seamlessly integrated and user will operate through a single sign-on.

- In case there is a change in version or upgrade before closure of business blueprint/ elaboration phase, the bidder should provide latest version all required upgrade & patches of the ERP suite to the Purchaser/ Employer/ Owner without any additional cost.
- The Bidder needs to supply RDBMS which is compatible with the ERP solution and other peripheral solutions. Bidders need to provide "runtime" version considering the complete solution, enterprise wide users and server architecture. RDBMS license should not be based on "core (s)" or "processor(s)" and no additional procurement or payment to the Supplier regarding RDBMS license will be allowed in case of change in the server (s) or architecture.

5.1.3.14. Supply of ERP and Database Licenses

- The bidder should provide requisite all types of licenses for ERP, related database, middle-ware, additional bolt-on third party tools (if proposed) and all other required tools and/or applications with sufficient number of licenses.
- SECI will commence ATS (Annual Technical Support) payment only after successful completion of post go-live stabilization period.
- Licenses should be provided only after server infrastructure on cloud platform gets ready for deployment.

5.1.3.15. IT Policy & ERP Procedures

The bidder will review SECI IT policy requirements considering guidelines provided by Government of India, Government of Delhi, CERT-In etc.

Bidder will prepare detailed procedures and practice manual for different policies.

Bidder will train SECI employees on procedures

Bidder will help SECI in implementing and monitoring adherence to ERP procedures through system, manual, process driven methods.

5.2. Deliverable

5.2.1. Key Deliverables

Phase wise key deliverables are provided below. Bidders should note that all deliverables as part of ERP implementation and necessary for the successful completion of the project needs to be provided whether exclusively mentioned or not. If the Purchaser/ Employer/ Owner requests for any other reasonable document / deliverable considering the project requirements, Bidders will have to provide the same.

5.2.2. Deliverables Acceptance Procedure

- Initially, Bidder will provide draft deliverable to SECI for their review and feedback within stipulated timelines.
- SECI will provide feedback within the agreed timelines to make necessary changes, corrections (if required). Bidder will be required to re-submit the revised document/deliverable.
- Feedback will be an iterative process.

5.2.2.1. Key Deliverable List (ERP Implementation)

Phase	Key Deliverables	Indicative Timelines (to be finalized with successful bidder as per approved Project plan)
Phase I: Project Preparation/ Inception	<ol style="list-style-type: none"> Project Inception Report <ol style="list-style-type: none"> Detailed Project Plan (in Work Breakdown Structure along with dependencies) Detailed BoM for IT and Non-IT infrastructure on cloud deployment including related software and licenses Resource Deployment Plan List of complete deliverables Communication Matrix Project Management Templates Roles & Responsibilities and Expectations from SECI Detailed Training Strategy Detailed Change Management Requirement & Strategy Presentation on ERP product overview to Sr. Management Project Preparation / Inception phase closure report 	
Phase II: Business Blueprint/ Elaboration	<ol style="list-style-type: none"> Detailed as-is study report including all Existing business processes, work-flows, reporting requirements, process maps Functional Training Completion Certificate For Training to SECI team on standard functionalities of the ERP product Detailed to-be report with identified gap analysis and solutions Final Business blueprint / solution design document (including integration / Interface 	

Phase	Key Deliverables	Indicative Timelines (to be finalized with successful bidder as per approved Project plan)
	<p>strategy and process with legacy and other required systems)</p> <p>10. Data Collection, Preparation & Migration strategy along with templates</p> <p>11. Initial ERP OEM audit report with observations</p> <p>12. Final ERP OEM audit report with compliance report</p> <p>13. Business Blueprint / elaboration phase closure report</p>	
Phase III: Realization / Construction	<p>14. Functional and Technical design documents for custom components</p> <p>15. Draft Roles & Responsibilities of Users (Authorization Matrix)</p> <p>16. Unit Test & System Integration Test:</p> <ul style="list-style-type: none"> a . Test Plan, b . Roles & responsibilities, c . Test Scripts, d . Issue log, e . issue resolution report <p>17. Functional training (configuration) completion certificate for the complete solution to Core Team / Nodal Officers</p> <p>18. Initial ERP OEM audit report with observations</p> <p>19. Final ERP OEM audit report with compliance report</p> <p>20. Realisation / Construction Phase Closure Report</p>	
Phase IV: Final Preparation/ Transition	<p>21. Final Roles & Responsibilities of Users (Authorization Matrix)</p> <p>22. User Training Manual</p> <p>23. End User training completion Certificate</p> <p>24. All Master data migration completion report</p> <p>25. All Transaction data migration completion report</p> <p>26. Load and Stress Test report</p> <p>27. Standard Operating Procedure Documents</p> <p>28. Configuration Manual</p> <p>29. Help Desk structure, process and operational manual</p>	

	30. Pre go-live assessment report (bidder) 31. Pre go-live assessment report (ERP OEM) with compliance 32. Final Preparation / Transition Phase closure report	
Phase V: Go-Live / Production	33. Go-Live completion report (if multiple go-lives are considered, completion report for each go-live will have to be provided) 34. Enterprise wide go-live completion report	
Phase VI: Post Go-Live Stabilization Period	35. System Performance Report (SLA compliance) 36. Solution usage report 37. Issue log and resolution report 38. Initial ERP OEM audit report with observations 39. Final ERP OEM audit report with compliance report 40. Successful stabilization phase completion report	
Operations & Maintenance (O&M)	41. Monthly activities report 42. Issue log and resolution report (Action Taken Report) - as per requirement 43. System Performance Report (SLA compliance) as per requirement	
Project Management (across phases)	44. Weekly progress report 45. Monthly progress report 46. Phase completion report 47. Project Issue log and resolution status report	

Note: Following points will be applicable

1. Operations & Maintenance period will start after Go-Live (module wise) and completion of stabilization period.
2. Project Management phase will be applicable until Enterprise wide Go-Live (all business functions).

5.3. Bill of Quantity (BOQ)

The following table provides indicative Bill of Quantity (BOQ) and Schedule of Supply. Bidders are required to provide all the items as per the solution requirement and provide the same in the Price Schedule (Clause 10.13.2).

BOQ Item	Particulars	Remarks
1.	ERP - License Cost	
2.	Cloud - Infrastructure and Hosting during Implementation	
3.	ERP - Implementation Cost	
4.	ERP – Annual Technical Support (ATS)	
5.	Cloud – Hosting and Support during O & M	
6.	ERP - Operation & Maintenance	

5.4. Terms of Payment

1. No invoice for extra work/ change order on account of change order will be submitted by the Supplier unless the said extra work/ change order has been authorized/ approved by the Purchaser/ Employer/ Owner in writing in advance.
2. The Bidder's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, accompanied by the documents submitted.
3. Payments shall be made within 30 days by the Employer after submission of an invoice or request for payment by the Bidder, and the Purchaser/ Employer/ Owner has accepted it.
4. All payments made to bidder on completion of each milestone during the 'Implementation phase' as specified below in BOQ Item 3 will subject to 10% reduction to cater for retention money.
5. The retention money will be released and paid to bidder after the successful completion of O&M and Cloud – Hosting and Support services for the period of 5 (Five) years post stabilization phase.
6. If any excess payment has been made by the Employer due to difference in quoted price in proposal and Supplier's invoice, the Employer may without prejudice to its rights recover such amounts by other means after notifying the Supplier or deduct such excess payment from any payment subsequently falling due to the Supplier.
7. All payments shall be made to the supplier under this contract in Indian Rupees only.
8. Notwithstanding to the above mentioned clause, in case of pro-rata based payment for activities (as applicable), payment will be made as per actual depending upon the work completion certification.
9. Taxes, as applicable, may be deducted by the Employer before making payment to the Supplier.

BOQ Item	Milestone	Percentage	Contract Amt. Reference	Document
1	ERP License			
1.1	Actual number of licenses supplied to SECI	100% (pro-rata basis) as per clause 5.3 BOQ item 1	10.13.2.1	1. Proof of License Purchase and supplied to SECI (OEM certificate)
2	Cloud - Infrastructure and Hosting during Implementation			
2.1	Cloud Space allocation by cloud vendor along with connectivity	100% as per clause 5.3 BOQ item 2	10.13.2.2	1. Proof of Certificate from Cloud Vendor. 2. Site visit to review the deployment and information security by SECI stakeholders 3. Confirmation from Bidder for connectivity and access of cloud space along with sign off from SECI
3	Implementation			
3.1	Business Blueprint / Elaboration Phase (Module/ Function Wise)	10% as per clause 5.3 BOQ item 3	10.13.2.3	1. Deliverables as per clause 5.2.2.1 for the respective phase. 2. Phase closure sign off from SECI.
3.2	Realization / Construction Phase (Module/ Function Wise)	10% as per clause 5.3 BOQ item 3	10.13.2.3	1. Deliverables as per clause 5.2.2.1 for the respective phase. 2. Phase closure sign off from SECI.
3.3	Final Preparation / Transition Phase (Module/ Function Wise)	10% as per clause 5.3 BOQ item 3	10.13.2.3	1. Deliverables as per clause 5.2.2.1 for the respective phase. 2. Phase closure sign off from SECI.

BOQ Item	Milestone	Percentage	Contract Amt. Reference	Document
3.4	Go-Live / Production Phase (Module/ Function Wise)	40% as per clause 5.3 BOQ item 3	10.13.2.3	1. Deliverables as per clause 5.2.2.1 for the respective phase. 2. Phase closure sign off from SECI on Go-Live of all modules.
3.5	Post go-Live / Stabilization Phase (Module/ Function Wise)	30% as per clause 5.3 BOQ item 3	10.13.2.3	1. Deliverables as per clause 5.2.2.1 for the respective phase. 2. Phase closure sign off from SECI.
4	Annual Technical Support (ATS) for ERP Licenses			
4.1	ERP Licenses	100% at the beginning of ATS year as per clause 5.3 BOQ item 4	10.13.2.4	1. Invoice submitted by OEM to the bidder.
5	Cloud – Hosting and Support (during O & M)			
5.1	Quarterly Payment - Cloud - Hosting and Support (End of the quarter) (Module/ Function Wise)	25% as per clause 5.3 BOQ item 5	10.13.2.5	1. SLA acceptance report by SECI. 2. Site visit at Data Center of Cloud Service Provider by SECI officials once a year. 3. Bidder will submit invoice to SECI every quarter.
6	ERP - Operation & Maintenance - Post successful stabilization period			
6.1	Quarterly Payment - ERP Operations & Maintenance (End of the quarter) (Module/ Function Wise)	25% as per clause 5.3 BOQ item 6	10.13.2.6	1. SLA acceptance report by SECI.

Note: ERP - Operations & Maintenance payment will start based on the modules/business functions, which will Go-Live according the schedule specified in Project timelines (Clause 8.4.1). The payment will be made proportionately as per the modules/business function live post stabilization period. For example, if finance process goes live first and there are 6 business

functions in total, then O&M payment of finance process will start and 1/6th of the total O&M amount will be paid for finance process.

5.5. Scope of OEM Audit

5.5.1. Objective

The ERP implementation at SECI needs to be audited/ reviewed on continuous basis at critical milestones by the ERP OEM for ensuring proper, smooth and timely implementation as per the requirement of SECI and ERP product standards. The cost involved this is to be borne by the bidder and included in their Price Bid.

As part of the technical bid, an Authorized representative of the ERP OEM will provide an undertaking that they have made contractual arrangements with the bidder to deliver the below-mentioned work. These services are exclusive of ERP OEM support as part of Annual Technical Services. ERP OEM shall submit its reports directly to SECI.

5.5.2. Scope Summary

The scope of Work for this project will involve the following areas:

- ERP OEM will be part of the project steering committee, participate in critical review meetings and recommend appropriate resolution to bidder and SECI on critical activities
- Conduct audit as per below mentioned phases, provide appropriate recommendation to bidder and ensure appropriate measures are taken as per OEM standards and practices
- ERP OEM will provide module wise audit observations and recommendations to SECI for compliance by bidder
- After suitable incorporation of recommendations by bidder, ERP OEM will verify for compliance and submit compliance report to SECI

In case of any version change or upgrade of the supplied product, ERP OEM will inform and explain the advantage/ disadvantages of the new product to SECI so that SECI management can take appropriate decision in this regard.

5.5.3. Detailed Scope

5.5.3.1. Technical Bid Submission requirements

- ERP OEM will verify and certify the Functional Requirement Specification (FRS) compliance prepared by bidder. This is to ensure all requirements are covered as per ERP functional module & sub-modules as well as solution proposed by bidder is appropriate for SECI
- ERP OEM will verify and certify that all required modules & sub-modules to meet requirements are covered in ERP Bill of Material (BOM) and supplied.
- ERP OEM will verify and certify that infrastructure BOM, sizing, configuration, architecture on cloud platform and approach will be as per OEM recommendations and appropriate for SECI's business requirements.
- ERP OEM and bidder will jointly submit a indicative plan and detailed phase wise activities for carrying out OEM audit as per the scope.

5.5.3.2. ERP Implementation Audit

5.5.3.2.1. Business Blueprint/ Solution Design Review

- ERP OEM will review as-is, to-be, gap analysis and solution mapping document along with any other related document.
- ERP OEM will prepare module wise detailed observations covering (including but not limited to) process coverage, usage of ERP product functionalities, risks in customized processes (if any). If any standard ERP functionality, module or sub-module is not used by bidder, same needs to be informed to SECI (with or without business process re-engineering).
- ERP OEM will recommend industry best practices for SECI as appropriate (e.g., organization structure, CoA structure, codification etc.). If there is any better solution other than the one proposed by bidder, OEM will recommend the same to SECI and ensure its compliance through bidder.
- Audit process will be carried out through review of documents and on-site discussions with bidder and SECI team
- ERP OEM will prepare a detailed audit report and submit the same to SECI. If required by SECI, ERP OEM needs to present audit findings to SECI management.
- Bidder will be required to comply with ERP OEM observations.
- After compliance by bidder, ERP OEM will verify and confirm that either all relevant observations/ recommendations are incorporated by bidder or the solution provided by bidder is acceptable to ERP OEM considering SECI requirements.

5.5.3.2.2. Development Review

- ERP OEM will review all custom developed components/ objects.
- ERP OEM will verify that there is no standard ERP functionality, module, sub-module which can be used to meet SECI requirements.
- In such cases, ERP OEM will verify and review that the custom development approach and methodology is as per ERP OEM recommended standards. Further, OEM will also identify risks for SECI in such developments.
- Audit process will be carried out through review of documents & solution and on-site discussions with bidder and SECI team.

5.5.3.2.3. Configuration Review

After final configuration of the solution based on SECI requirements is done, ERP OEM will verify that

- Configuration document prepared by bidder is as per the solution and standards
- Configuration is done to completely meet SECI requirements
- There are no configuration level errors or incorrect processes

- Audit process will be carried out through review of documents & solution and on-site discussions with bidder and SECI team

5.5.3.2.4. Pre Go-Live Audit

- ERP OEM will verify and confirm before go-live (number of audits will be as per bidder implementation approach), technical preparedness of the system is appropriate for go-live
- ERP OEM will review technical & operational procedures, system performance, user support documents & structure is as per scope and OEM standards
- Bidder will have to take corrective actions based on ERP OEM recommendations. ERP OEM will verify the compliance of the same.

5.5.3.2.5. Post Go-Live Audit

- ERP OEM will conduct post go-live audit to confirm that the solution is performing as per SECI SLAs. OEM report will be pre-requisite to the completion of ERP stabilization phase.
- ERP OEM will ensure closure of all audit observations to its satisfaction and provide final report to SECI.

6. Section V: Functional Requirement Specifications (FRS)

Note: Bidders need to fill the following table for each functional requirement as defined below:

Compliance status				ERP Module	
S	C	TP	NC	Module	Sub-Module

S: Standard

C: Customization

TP: Third Party Solution

NC: Non-Compliance

A.1. Power Trading

S. No	Requirements
1	System should have the ability to manage procurement process of power purchase as SECI purchase power from Solar Power Developers (SPDs)/vendors.
2	System should have the ability for scheduling power supply in advance by Solar Power Developer (SPDs) along with the ability to do any revisions (within any time duration or real time) in the schedule which is shared with SECI.
3	System should have the ability to record and report the schedule solar power along with exact generation data from various remote locations for trading of solar power.
4	System must be capable to send automatic notification to SPDs if they have not entered their daily actual generation by a specified time. In addition, ability for SECI to monitor the data entered by all SPDs via a control center.
5	ERP must have an Online portal for the interaction between the vendors and SECI for the following: <ul style="list-style-type: none"> i. Vendor login, profile, company details. ii. Upload or enter daily schedule and revisions (From 00 hour up to 10 pm day ahead revision is allowed but after 10 pm real time revision comes in picture and revisions can only be allowed two hours before a particular slot). iii. Notification emails to vendor/ SPDs and all SLDCs/ RLDCs. iv. Ability to generate invoices/ park or post invoices by SECI/ Power Developers/vendors via online portal which must be fully integrated with ERP. v. Multiple level of workflows must be present for invoice approval with the option to approve/modify/reject. In absence of any approving authority, there must be a provision to override the approval workflow or it should go automatically to next level of approver. In addition, portal must be

S. No	Requirements
	<p>integrated with Finance wherein in Invoice is posted automatically on approval.</p> <p>vi. Validations or check must be present in ERP while submitting online data i.e. JMR signed date/ SEA or REA publishing date, No developer is allowed to raise invoice in case max limit exceed without prior permission to SECI</p> <p>vii. SECI must have privileges of an administrator where in it can control data entering by SPDs i.e. restriction to enter monthly invoice / credit or debit on holidays.</p> <p>viii. Any modification done by SPDs on the portal must go through an approval workflow process.</p> <p>ix. Ability for vendor or SPD to track payments.</p> <p>x. Language option must be available i.e. to select Hindi or English.</p>
6	System should have the ability to manage different types of data available i.e. estimated data for next day with or without transmission losses which is different for different SLDC/RLDC and other is Plant (exact) generated data in 15mins time block. Power developer should may enter both data to application daily or any day interval subject to maximum of 1 month in a 96 time block.
7	System should have the ability to share power schedule with DISCOMs along with revisions if any.
8	System should have the ability of workflows wherein approvals by host state SLDC and DISCOMs SLDC on power schedule.
9	System should have the ability to punch same data submitted by SPDs on RLDC portal after approval or without approval of Host SLDC and seller SLDC. In this regard a suitable link should be provided to access RLDC website. Approved power schedule by DISCOMs are uploaded to Regional Load Dispatch Center (RLDC) website along with revision if any.
10	System should have a separate login for wind power scheduling and associated invoices and any other work.
11	Presently wind power directly connected with CTU, so suitable modification may be done accordingly for scheduling process.
12	CTU connected solar project must follow same scheduling process of wind power.
13	System should have the ability to integrate with RLDC/ SLDC website, where in uploaded schedule is fetched by SECI and used for reconciliation i.e. shared schedule with SLDC/RLDC and schedule upload on SLDC/ RLDC website. In case of any discrepancy, a discrepancy report must be generated.
14	System should be able to share estimated data as schedule to respective SLDC as per their respective specified format through SECI automatically. Also, the ERP should be capable of scheduling as per IEGC Guidelines for Procedures, Revisions, and Priority in case of need for Curtailment etc.
15	System should have the ability to do reconciliation between the SECI uploaded schedule and schedule on RLDC website to avoid any issues in billing.
16	System should have the ability to capture purchase reconciliation statement which contains SPDs invoice date/ online submission date, hard copy receiving date in SECI, Energy reading (JMR/ REA/ SEA), Rs/ kWh, total value, one adjustment column for reduction of energy/ amount, remarks column.
17	System should have the ability to capture sales reconciliation statement which contains invoice date Energy reading (JMR/ REA/ SEA), Rs/ kWh, total value, one adjustment column for reduction of energy/ amount, remarks column etc.

S. No	Requirements
18	System should have the ability to generate Invoicing – Invoices, Provisional invoices, Supplementary invoices including Late Payment surcharges, rebate calculation available in PPA and PSA. All invoicing must be based on the finalized power schedule i.e. SEA/ REA/ JMR.
19	ERP must be able to generate consolidated invoices to respective buying utilities JMR/ SEA/ REA value with consideration of state wise transmission losses.
20	ERP must generate the payment status of DISCOMs against the invoices.
21	ERP must be able to calculate the deviation charges in case of under injection and over injection Solar Power Developer wise as per the DSM mechanism defined by CERC or States as applicable. The regulations vary from state to state so deviation calculation should be state specific.
22	Ability to email Invoices directly from ERP or take print out of invoices from ERP in SECI desired format in multiple languages i.e. English and Hindi.
23	System should have the ability to generate automatic posting of surcharges on late payment against an invoice with ability to generate a surcharge invoice.
24	System should have the ability to generate general debit note and credit note based on the reconciliation differences (for changes in SEA/ REA/ JMR and also for transmission loss changes. Changes in transmission charge, SLDC charge, RLDC charge).
25	System should have the ability to send Automatic Email notifications to Power Trading and Finance team or any other stakeholder for invoices for whom payment is due within seven days from due date if payment note not generated.
26	System should have the capability to have reports on various dimensions required by SECI for reconciliation and information purpose like track payment due dates along with invoices details. Payment details report, Scheme wise reporting and any other report which is used in SECI.
27	System should have the ability to send automatic email notifications to SPDs/ vendor on their payment i.e. payment advice must be sent along with the notification to power trading team.
28	System should have the capability to have reports on various dimension which are required by SECI and Ministry like Sales report or purchase reports, tracking of transmission charges/ SLDC charges/ RLDC charges (SOC, MOC), Stakeholder (SPDs or Buying utilities) wise Report, State/ Location wise Report, Project wise report, DCR/ Non-DCR plant wise energy report, month wise report etc.
29	System should have the ability to extract data for power schedule and all reports in Microsoft excel or PDF or any other format required by SECI.
30	System should manage approval workflows with the ability to handle different cases like approver is on leave and someone must have ability to override the approval.
31	System should have the ability to generate all outputs in two languages i.e. Hindi and English with option to select the language.
32	System should have the ability to generate statutory report – CERC –Form IV.
33	System should have the ability to generate dashboard reports for Management with use of SECI logo.
34	System should have the ability for Pop-ups, Alert and reminder through various cases as decided by SECI.
35	System should have the ability to do reconciliation Monthly and quarterly for DISCOMs and SPDs.
36	System should have the ability to add new scheme, scheduling and invoicing of new scheme.

S. No	Requirements
37	System should have the ability to consolidate log filter for Developer and DISCOMs (selection of multiple SPDs/ DISCOMs along with Transmission, SLDC charges, RLDC charges and any other charges).
38	System should have the ability to do auto time selection for scheduling process (i.e. Email timing for SLDC/ RLDC).
39	System should have the ability to control scheduling in a particular block as it should not exit SPDs max MW capacity.
40	System should have the ability to which enables SPDs to revise the schedule if changes more than +/-2% and accordingly intimation letter will generate for SLDC.
41	System should have the ability to send reminder to all buyers for monthly payment.
42	System should have the ability to generate payment notes.
43	System should have the ability to do customization in portal as per Government norms and regulation on retrospective basis.
44	System should have the ability to have different portal for different schemes.

A.2. Solar

S. No	Requirements
1	ERP must be able to handle different existing schemes, PMC projects, SECI own projects and any future requirements for setting up solar projects. All Schemes must be linked to projects and vice versa.
2	System should have the ability to manage different projects which are delivered by different vendors/ Solar Power Developers (SPDs) (awarded based on tenders) under schemes.
3	System should have the ability to manage progress of projects which are based on different milestones for each project. Flexibility to manage multiple milestones as it varies based on schemes.
4	System should have the ability to upload all schemes and project documents in ERP and must be linked to schemes and projects respectively.
5	System should have an online portal which will be used for the interaction between the vendors and SECI for the following: <ol style="list-style-type: none"> 1. Vendor login, profile, company details and authorized signatory 2. Upload of all project related documents by vendor himself on the portal which are required by SECI. Example: bank guarantee. 3. Upload of various other project related documents like bidder documents, project documents. 4. Checklist must be available for vendors for all activities to perform. 5. Automated email reminders to vendors in case of non-completion of deadline 6. Notification to vendors once documents are verified and approved by SECI 7. Vendor must be able to view the checklist status on portal. 8. System should have the ability to generate various documents by SECI which are part of project documents. Few example are sanction letter, invoices (if applicable), commissioning certificate and many more. 9. Project progress report 10. Project completion report 11. Continuous project feedback to the vendors 12. Subsidy and VGF payments

S. No	Requirements
	13. Work Order Management 14. Projects Management – Project Definition, Project Resource Planning, Project accounting , Project Management interface 15. Scheme/ Program cost accounting
6	Integration with the finance module wherein postings to finance must be automated based on the workflow approvals.
7	Reporting for schemes and projects must be available on various dimensions which are required by SECI and ministry.
8	Multiple level of approval workflows with the System should have the ability to send all project and schemes documents which every approver can refer directly in workflow notification.
9	System should have an ability for E-signatures/ digital signatures.
10	Integration with payment portal where payments can be made against invoices and automatically flow to finance.
11	System should have the ability to support attachments such as drawings, specifications, instructions etc., in formats such as PDF, Visio, text/ flat files, PPT, XLS, DOC, RTF, TIF, GIF, JPEG, GIS output/ reports etc.

A.3. Rooftop

S. No	Requirements
1	System should have the ability to manage large number of projects and schemes which Ministry launches for Rooftops.
2	System must have the ability for Project progress monitoring.
3	System should have an online portal which will be used for the interaction between the vendors and SECI for the following: <ol style="list-style-type: none"> 1. Vendor login, profile, company details. 2. Vendor should able to manage their account online i.e. invoice, project details, payment details and other relevant details which are necessary for supplier to check. 3. Upload of all project related documents by vendor himself on the portal which are required by SECI. Example: bank guarantee. 4. Checklist must be available for vendors for all activities to perform. 5. Automated email reminders to vendors in case of non-completion of deadline. 6. Vendor must access their accounts online and can pay the outstanding invoices using SECI system.
4	System should have the ability to tag inspector and assign inspection cost to projects. In addition, management and tracking of payments to Inspectors who provides the inspection report for the projects assigned to him.
5	Project progress is also dependent on the Inspection report which is submitted by an Inspector (internal inspector i.e. SECI's employee or externally hired inspector). System should have the ability for Inspector to receive inspection calls and access the schemes and project details assigned to him and upload their inspection report online

6	System should have the ability to track subsidy on each project under various schemes
7	Integration with Finance for transactions with accounting impact i.e. invoice generation, payments.
8	MIS reporting fulfilling all project related information need at SECI i.e. Project progress, Total revenue generated for all projects, Subsidy released reports against open projects, Schemes wise reporting, State wise reports for all projects under the schemes and other relevant reports on which SECI or Ministry requires the data from time to time
9	System should have the ability to generate commissioning certificate, invoices, provisional invoices etc. associated with the project from ERP system.
10	System should have the ability to monitor payments occurred as part of project processing
11	System should have the ability to link and upload associated documents of projects and Schemes in ERP like Client Electricity bill, Aadhar card and other relevant documents which SECI requires for subsidy release.

A.4. Contract and Procurement

S. No	Requirements
1	System should have the ability to do contract management i.e. efficiently manage the contract lifecycle.
2	System should have the ability to have reporting on Contract Maintenance based on different dimensions as required by SECI.
3	System should have the capability to execute procurement process for Material and Services.
4	System should have the ability to do vendor performance management.
5	System should have the ability to do Inventory Management.
6	System should have the ability to do Budgetary controls for procurement.
7	System should have the ability to do MIS reporting fulfilling all procurement related information need at SECI.
8	System should have the ability to do perform complete tendering process starting from creating an NIT (RfQ, RfP, Enquiry), record the details of tender/ bid opening, evaluate qualification of bidder in technical bid, e-reverse auction and all other activities required to complete the entire tendering process.
9	System should have the ability to integrate with third party web based e-tendering system.

A.5. Finance and Accounts

S. No	Requirements
1	General Ledger, Accounts Receivable, Accounts Payable with Duplication Invoice Check (through assigning a unique number which can be invoice/ bill number/ sanction letter number to avoid double payment) and Asset Accounting operations to be in ERP.
2	Provision to notify vendor via email/ SMS that payment has been processed indicating the invoice number against which payment made.
3	In case of advance payment to third parties, email prompt to be sent to division initiating the payment/ concerned vendor to arrange the invoices for its settlement.
4	TDS implication to be automatically according to nature of entity as per PAN details fed in the ERP.

5	Third party payment monthly MIS report generation, Advance payment (third party/ employee claims) monthly MIS report, project wise/ scheme wise/ state wise subsidy disbursement MIS report for the purpose of SOE/ UCs.
6	In case of recurring payment, contract period should be incorporated in the vendor details section to avoid payment beyond contract expiry.
7	In case of time bound recurring payments, an email prompt to concerned division to initiate the payment.
8	System should have the ability to execute complete Procure to Pay and Order to Cash cycle.
9	Banking operations like Bank Accounts Management, Bank Mandate file, Bank Reconciliation, Cheque Register etc.
10	Fund Management which is received from government for subsidies along with reporting for subsidy disbursements.
11	Employee reimbursements like travel reimbursements, petrol reimbursements, medical reimbursements, Loan Advance, entertainment, briefcase, marriage gift, phone handset etc needs to be in ERP.
12	System should have the ability to send email/ SMS notification to all employees if any action is performed or any payment is processed for the employee.
13	In case of travelling advance taken by employee, a reminder must be sent to the employee to settle the same within one month.
14	Once an expense is booked, a reminder alert to be flagged within specified number of days to process the payment.
15	Fixed Deposits Management (300 FDs and counting along with quarterly Interest), Comprehensive Interest Accounting scheme-wise/Bank –wise.
16	Bank Guarantee Management and reporting. In addition, ERP must be capable to upload copy of Bank Guarantee into ERP and link it with BG created in ERP. An email prompt to concerned division/vendor within specific number of days prior to expiry of BGs for renewal of BG.
17	Ability to generate Confirmation letter, Intimation letter and other letters which are required for Bank Guarantee at SECI.
18	Loan Management including Foreign Currency Loan and Hedging.
19	ERP must be capable to handle to Foreign Currency Scenarios.
20	Subsidy disbursements to be tracked according to LOA/ Sanction letter no. and invoice no. (SECI service charges) along with interest and Penalties to be handled in ERP.
21	System should have the ability to generate GST invoice in triplicate for interest & penalty (Subsidy disbursement related), any other income/expense (GST reverse charge cases) of SECI for statutory compliance.
22	System should have the ability to do budgeting functionality (Plan vs Actual variance).
23	Accounts Receivable & Accounts Payable should be capable to handle tax postings like GST and TDS.
24	Statutory reporting – GSTR1, GSTR2, GST3 TDS report, Fixed Asset Register (Both as per Companies Act and Income Tax Act.), Balance Sheet and Profit & Loss Account – Schedule III.
25	System should have the ability to upload GST return and TDS return on Government portal directly from ERP.
26	Financial Reports – All Accounts Receivable, Accounts Payable, Asset Accounting and General Ledger reports required for finance operations. Example: GL Balance report, Vendor/ Customer Balance report, Debtors Ageing report, Payment Due date reports, Cash Flow reports etc.
27	System should have the ability to generate segment wise Profit & Loss account and Balance sheet.

28	System should have the ability to manage cost centers, profit centers, locations, segments.
29	System should have the ability to do cost allocation for internal reporting and analysis.
30	System should have the ability to do Management reporting for internal analysis and decision making.
31	Integration with other applications where Finance postings are generated like Power trading, rooftop, solar, procurement, HR and any other module/ system wherein business operations are performed.
32	All Internal Controls & Checks in line with the IFCR Compliances as per Companies Act 2013.

A.6. Human Resource Management

S. No	Requirements
1	Organization Management
2	System should have the ability to define organization hierarchy
3	Recruitment process
4	Facility to define vacancies based on sanctioned strength and existing employee strength for each department/unit/location etc.
5	ERP must be capable to handle differential types of employment like Permanent and Contractual employees and HR master record must exist for Contractual employees as well.
6	System should have the ability to manage External trainings
7	System should have the ability to maintain full training history of all employees.
8	System should have the ability to send notifications to the particular employees for particular trainings for which they are nominated.
9	System should have the ability to integrate with bio-metric system to record the in and out time and to capture attendance.
10	System should have the ability to do regularization of absence
11	Payroll Management
12	System should have the ability to integrate payroll with Finance i.e. the amount of salary paid for each element of pay for an employee, based on the relevant GL code and employee cost center information to General Ledger.
13	System should have the ability to integrate with the ESS, time and leave module etc. all other HR Modules.
14	System should have the ability to configure the payroll of all types employees as per the provisions of the company.
15	Audit trails for all system activities.
16	System should have the ability to export the payroll to an excel sheet/ pdf and data as per bank requirements.
17	System should have the ability to evaluate different scenarios for change in pay-roll structures
18	Provide customizable workflow for all internal processes & approvals associated with the payroll system.
19	System should have the ability to perform all other payroll functions along with statutory benefits as well as company benefits based on Government as well as SECI norms.
20	System should have the ability to do Leave processing
21	Tracking of employees availing house leasing.

S. No	Requirements
22	System should have the ability to manage bonus payments like Diwali Bonus etc. and integrate with finance.
23	System should have the ability to manage Employee confirmation process
24	Performance Management – Appraisals using 360 degree feedback.
25	System should have the ability to provide reminders for employees to fill in the appraisal formats – process initiated through self-assessment.
26	System should have the ability to automate the appraisal process and assign timelines for each activity for generating alerts/ notifications/ reminders.
27	System should have the ability to manage Employee police verification process.
28	Disciplinary actions and show cause notices
29	System should have the ability to maintain history of disciplinary actions taken/ initiated against the employee.
30	System should have the ability to manage Reimbursements like travel reimbursements, medical reimbursements and all other employee related reimbursements
31	System should have the ability to send automated email/SMS if there are any actions related to employee are performed like leaves, Induction progress and all other employee actions which must notified to employee.
32	System should have an ESS portal for employees to check on their personal details along with leaves, salary slips, travel claims, medical claims and all employee related tasks.
33	Asset tagging to employees i.e. System should have the ability to track assets which are assigned to employees.
34	System should have the ability to manage entire cycle of Employee Exit and termination process.
35	System should have the ability to have approval workflows in various business process of HR
36	System should have the ability to manage all internal policies and communication.
37	System should have the ability to manage the entire RTI process
38	System should have the ability to send automated notification to employees through emails and SMS
39	System should have the ability to manage Superannuation benefit & settlement: <ul style="list-style-type: none"> - Pension - PRMS - Gratuity - Leave Encashment. - Provident Fund

7. Section VI: Technical Requirement Specifications (TRS)

Bidders are required to provide their responses to the Technical Requirements:

S. No	Requirements	Bidder's Response (Yes/No)	Details (if any)
1	ERP should be able to update real-time data among different modules.		
2	ERP should support distributed processing.		
3	ERP should have the ability to support TCP/ IP, HTTPS, and HTTP protocol.		
4	ERP should be scalable. Please specify the upward scalability in terms of 1. maximum number of users 2. maximum volume of transactions		
5	ERP should have following types of system implementation tools to assist: 1. Configuration 2. Development 3. Debugging 4. Auditing 5. System, Database and Performance measurement activities 6. Provision for remote patch and version administration.		
6	ERP should be Unicode Compliant, Service Oriented Architecture compliant.		
7	ERP should support N-tier architecture.		
8	ERP should be able to support interoperability to the extent that business processes, application and data can be shared and integrated across the enterprise.		
9	ERP shall provide an application architecture which can be integrated with third party/ legacy applications using the built-in integration tools/ technology.		
10	ERP shall support client on any Operating System like Windows, Linux, and Mac without any need of Third party tool.		
11	ERP shall have a built in mechanism to manage automated database back-ups and restore.		
12	System should have the ability to run backup of database while in operation.		
13	System should have the ability to manually override scheduled backup operations.		

S. No	Requirements	Bidder's Response (Yes/No)	Details (if any)
14	System should have the ability to provide performance statistics for the CPU/ Memory, database, Application servers.		
15	System must have the ability to produce a report for each backup/ restore task.		
16	System should have the ability to provide details of user activity.		
17	System should have the ability to restrict users from unauthorized access by allowing only the authorized users with valid profile/ password to access only the allowed transaction.		
18	System should have capability to assign activities to users based on the roles.		
19	Can the system generate relevant transaction documents, number and time stamp for future reference and tracking		
20	System should have the ability to send alerts to system administrator in case of defaults/ failure/ bottlenecks.		
21	System should have the ability that it works concurrently with any other software for functioning e.g. Anti-Virus, Firewall, MS Office etc.		
22	System should seamlessly integrate with all legacy systems and exchange information in real-time/ on-demand.		
23	System should support real time update or interface with software from different vendors.		
24	System should be able to send emails.		
25	System should have the ability to send SMS alerts.		
26	System should be able to integrate with Biometric system.		
27	System should support the upload and download of the following types of documents:		
	a) Microsoft word files		
	b) Microsoft Excel files		
	c) Adobe Acrobat files (PDF)		
	d) Image files		
	e) Microsoft Project files		
28	Ability to generate report output directly in Excel, PDF, text, XML, HTML or such other file types.		
29	System should be able to import data from various formats (Text, Excel, CSV, XML, txt etc.).		
30	Workflow including approval should be an integral part of the ERP and support e-mail integration with any system.		
31	The ERP should support GUI and web based user interface.		
32	The future versions of the ERP shall support functionalities provided in the earlier versions.		
33	System should have the ability to do real time transaction processing.		
34	System should have the ability to track any changes to fields, master data, and settings for audit trail.		

S. No	Requirements	Bidder's Response (Yes/No)	Details (if any)
35	System should have the ability to track User ID, Terminal, and Session etc. as a part of the audit trail.		
36	System should have the ability to encrypting/ decrypting sensitive data.		
37	System should provide user and user group authorization administration tool to assign security levels to functions and data, and allow the access by users/ by groups with valid security level only.		
38	System should have the feature of automatic log-off if there is no user activity for a specified time period		
39	System should have the ability to reverse the transactions.		
40	System should have the ability to restrict users from deleting data directly unless authorized to do so.		
41	System should have the ability to provide audit trail for any data which is deleted.		
42	System should have the ability to support job scheduling.		
43	System should have mechanism to manage and prioritize batch jobs queued?		
44	System should have the ability to allow multiple users to access the same module simultaneously.		
45	System should have the ability to support handling of errors as follows:		
	a) Error logging		
	b) Ability to redo/ rollback a transaction after recovery from software/hardware failure to ensure data integrity		
46	System should have the ability to design the workflow with the ability to define business rules, alerts and triggers.		
47	Are there any major upgrades due? (If so when are these expected?)		
48	Will the above upgrade affect adversely the current version? (Provide information as to what extent it will affect)		
49	System should have the ability to preview or simulate a transaction for analyzing Accuracy and effect of transaction before it taking affect.		
50	System should have the ability to drill down to all kind of possible reports.		
51	System should have the ability to preview any document or report before printing.		
52	System should provide functionality to users in generating reports on their own without involving technical programming?		
53	System should have the ability to provide user-friendly interfaces and generate graphical reports and queries.		
54	System should have the ability to support India specific requirements e.g. taxes, duties & other government levies and statutory requirements, payroll etc.?		
55	System should have comprehensive help facility wherein the users can obtain system specific technical / functional help on line.		

S. No	Requirements	Bidder's Response (Yes/No)	Details (if any)
56	System should have single sign-on access across applications and should be intuitive, easy-to-use user interface that can be Accessed via the web interface.		
57	ERP shall support bilingual (Hindi + English)		
58	ERP should comply with the Indian Information Technology Act.		
59	Ability to provide database & application programs migration tool for migrating from one server to another.		
60	Capability of maintaining data on continuous basis without purging and without affecting system performance.		
61	System should have the ability to provide access via the Internet with secured connectivity.		
62	Architecture		
	The solution design should ensure that there is no single point of failure in the technical architecture and also describe how this is achieved.		
	The proposed architecture to provide industry best security arrangements for Internet facing applications including Load Balancer, Web Application Firewall, Reverse Proxy etc.		
	To provide the network architecture diagram describing access to all applications by SECI's offsite users over the public internet, including via mobile and tablet.		
	Service provider to provide separate network security zones for all DMZ and backend layers.		
	The solution should include dedicated load balancers, WAF in redundant configuration.		
	The service provider should provide tools for monitoring and management of IT infrastructure and application.		
63	Data Center – Cloud Platform		
	The proposed data centers (both primary and secondary) should be located in India.		
	The secondary site (DR) must be in a different seismic zone		
	The datacenter and associated services must be ISO 20000 and ISO 27001 certified.		
	The service provider should be audited and should follow reporting according to the standards of ISAE 3402/SSAE16/SAS70.		
	The data center should be Uptime/TIA 942 certified		
64	Security		
	All access to the data center should be enabled with proximity readers, while the access to server room should be provided only through fingerprint scanners/ retinal scans		
	Physical Access Control Policies need be documented		
	Physical Access to facilities needs to be centrally controlled and all logs to be stored for min. 90 days		
	Access control lists need to be reviewed on a regular basis		

S. No	Requirements	Bidder's Response (Yes/No)	Details (if any)
	Entire data center should be monitored 24X7 through surveillance cameras		
	Redundant fire suppression and detection devices should be available		
	Application servers Operating Systems should be protected with anti-virus software		
	Secure Hardening of Operating systems should be performed by removing un-needed files and disabling services that are not being used		
	Operating Systems needs to be kept updated on most relevant service packs and patches		
	Network based Intrusion Detection and Protection should be implemented		
65	Backup/ Restore		
	Should provide replication of the backups to the secondary data centers		
	The backups need to be encrypted and compressed		
	There should be provision for fast restoration of backup		
	Backup Policy to be followed for Database - Daily Incremental, weekly full and monthly full, log backup multiple times daily		
	Backup policy to be followed for file systems - Daily incremental and monthly full		
66	The scalability of application infrastructure should be guaranteed in terms of scale up options (CPU, memory, storage) & scale out options (additional server nodes) as and when needed		
67	Network Connectivity		
	VPN and MPLS connectivity to be terminated at the data center		
	Two redundant network routes should be provided into the primary data center, with appropriate physical separation		
	To provide N+N redundancy on data center LAN connection lines		
	Data center to be ISP carrier neutral		
	All the Telecom Service Provider Mixes have to be available in the datacenter. These Mixes shall be part of their fiber ring to ensure lower failures.		
	Multiple paths to be available for the fiber cable entry into the data center. The Datacenter should have redundant telecom room / mixes		
	Internet from Multiple Upstream providers have to be available for High Redundancy		
	Data center's cumulative Internet bandwidth availability from multiple providers should not be less than 10gbps		
	The datacenters should be inter-connected on redundant high speed links		
68	Services		

S. No	Requirements	Bidder's Response (Yes/No)	Details (if any)
	Services to ensure the business applications and databases up-to-date by following a patching cycle		
	Services to include at least 1 DR Drills per year in presence of SECI officials		
	To have provisioning flexibility for on-demand temporary systems within mutually agreed timelines		

8. Section VII: Service Level Agreements (SLAs)

8.1. Purpose of SLA

The purpose of this SLA is to clearly define the levels of service to be provided by the bidder for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

1. SLA is between the bidder and Purchaser/ Employer/ Owner.
2. Make explicit the performance related expectations on Purchaser's requirements from the bidder.
3. Assist the Purchaser/ Employer/ Owner to control levels and performance of services provided by the bidder.
4. Trigger a process that applies Purchaser/ Employer/ Owner and bidder management attention to aspects of performance that drop below an agreed upon threshold, or target.

8.2. Description of Services Provided

Bidder shall provide services as defined in Section IV: Scope of Work, in accordance to the definitions and conditions as defined in the Section X: General Conditions of Contract and Section XI: Special Conditions of Contract.

8.3. Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised as per mutual agreement.

8.4. SLA Targets

The following section reflects the measurements to be used to track and report systems performance on a regular basis. This will also become one of the key indicators based on which payment will be made to the bidder. The targets shown in the following tables are for the period of contract or its revision whichever is earlier.

8.4.1. Project Timelines

- 1 Implementation of ERP Integrated solution – The implementation of ERP will be in two phases:
 - i. Finance and Human Resource Management: Both business functions will have to Go-Live in December'2018.
 - ii. Other Business functions specified in Scope of Work will have to Go-Live by June'2019.

- 2 Operations & Maintenance - Post Implementation of ERP (after successful stabilization period), the O&M period will be 05 (Five) years mandatory.

Parameter	Description	Target	Penalty	Validation tools / Method
Project setup time	Bidder is expected to mobilize the team for commencement of work	Within 15 calendar days from the acceptance date of award of contract	In case of failure to achieve any parameter/ milestone, penalty of 2% of the total contract value (Implementation Part excluding License Cost as per Format 10.13.2) per week subject to maximum 10% of the total contract value shall be imposed.	Team available as indicate in the proposal, Project kick-off meeting, Project management office setup
Project Implementation timeline for Integrated solution	Bidder expected to complete the Implementation	100% adherence to project timelines which will be mentioned in Project Plan shared by bidder.	For Project Setup Time, in case the Bidder fails to demonstrate the deliverables as mentioned in the Validation Tools/ Method maximum within 30 days from the date of acceptance of Award of Contract, Purchaser/ Employer/ Owner may terminate the contract at its own discretion. For Project Implementation, after 5 weeks from the scheduled Go-Live period, the Purchaser/ Employer/ Owner may terminate the contract at its own discretion.	<ul style="list-style-type: none"> Project plan and schedule Actual deliverables User Acceptance completion Implementation Completion report after enterprise wide stabilization period which will be based on the project plan

8.4.2. ERP Performance Management

S. No.	User Activity	Maximum permissible time
1.	Menu Navigation - To display the menu as per the defined user role and profile	<5 sec
2.	Screen Opening - To display the selected data entry screen from the menu chosen	<4 sec
3.	Field Navigation - To navigate between the data entry fields in the screen	<4 sec
4.	Look-up response time - To display items from list of values	<3 sec
5.	Look-up response time - To display items from table	<12 sec
6.	Screen navigation - Time taken to navigate from one screen (tab page) to another which does not involve processing in earlier screen	<4 sec
7.	Transaction commit - Response time taken to commit a simple transaction like Store Issue Indent, Stores Receipt	<5 sec
8.	Query Retrieval Response Time	<20 sec

8.4.3. Issue Severity Level & Resolution

The following section provides the service levels applicable during support period for various categories of issues.

8.4.3.1. Severity Level

	Severity Level
HIGH	<ul style="list-style-type: none"> Application breakdown/crash or serious degradation in the application performance. Has serious implications on running the production server and has impacted all major business critical process. More than 50% of the user community affected/ unable to access system. Integrated solution not available for more than four hours, in any office Any system downtime that impacts payroll run/ regulatory requirement deadlines.

MEDIUM	<ul style="list-style-type: none"> Moderate degradation in the application performance. Average response time of the application is more than 360 seconds over WAN. Has impacted majority of the business process but still be able to continue the operations with the system limitations. May have serious implications 5% to 50% of the user community affected/ unable to access system. Unable to use the integrated solution for more than thirty minutes and less than four hours.
LOW	<ul style="list-style-type: none"> Applications are stable and have no major impact on the day-to-day Less than 5% of the user community affected/ unable to access system. ERP System is available with slightly degraded performance (response time is between 180 and 360 seconds over WAN), although the work can Continue

8.4.3.2. Resolution Time

Maximum time to log the call is defined as the time taken within which help desk has to log a complaint. Help desk should provide the trouble ticket number to the end user within 30 min of logging the complaint.

Maximum time to restore is defined as the time taken to resolve the problem, starting from the time of logging the complaint and within the time specified in table below. Help desk should notify the end user within 30 min after resolution of problem.

Severity Level	Maximum time to log the call	Maximum time to restore
High	30 min	240 min
Medium	45 min	360 min
Low	60 min	480 min

8.4.3.3. Incident Management

Parameter	Description	Target	Penalty	Validation Tools / Method
Incident logs	All incidents/ events raised with the ERP helpdesk should be logged into the system by the service desk	100% calls to be logged and intimated to the end user with the trouble ticket number within the time as specified in the Notification and Resolution time table above	<ol style="list-style-type: none"> 1. 95%-99% calls logged: 5% penalty on the monthly support and maintenance charges of SECI. 2. Less than 90% calls logged and closed: 10% penalty on the monthly ERP support and Maintenance charges of SECI. 	<ol style="list-style-type: none"> 1. Inspection based on count of trouble tickets for that month. 2. Complaints register maintained by SECI.
Resolution of Issues	All incidents/events logged in the Incident management system should be resolved within the specified restoration time	100% of calls should be resolved within the specified resolution time specified in the table above	<ol style="list-style-type: none"> 1. Less than 90% calls resolved: 50% penalty on the monthly ERP support and Maintenance charges of SECI. 2. Less than 75% calls resolved: 100% penalty on the monthly ERP support and maintenance charges of SECI 	<ol style="list-style-type: none"> 1. Inspection based on solution provided for the trouble tickets for that month.

7.4.3.4. Problem Management

Parameter	Description	Target	Penalty	Validation Tools/Method
Root Cause Identification	Vendor shall analyze all the incidents and provide a root cause report every month if there are more than 10 incidents of the same type. Vendor shall take the needed corrective action to prevent further issues due to the same cause.	100% Timely submission covering all incidents logged in that month	<ol style="list-style-type: none"> 1. 10% penalty on the monthly IT support and maintenance charges of SECI, if the vendor does not submit a problem report for that month 2. 10% penalty on the monthly IT support and maintenance charges of SECI, if the vendor does not perform the corrective action for more than one calendar month 	<ol style="list-style-type: none"> 1. Root cause report 2. Incident report stating problems faced by the users 3. Document detailing corrective action

8.5. Service Levels – Cloud Service Provider

Bidder / Cloud Service Provider shall provide the monitoring System including any additional tools required for measuring and monitoring each of the Service Levels to SECI.

- The uptime availability guarantee for production systems at business application layer to be at least 99.5% per month.
- The uptime availability guarantee for non-production systems at business application layer to be at 95% per month
- The planned downtime requirement not to exceed 4 hours per month.

In case of any violation of the above SLAs, 10% penalty will be charged on the Hosting and Support charges for that specific month.

8.6. Breach of SLA

In case the bidder does not meet the SLA parameters as defined above for three continuous time periods of measurement (quarters/ 3 months), the Purchaser / Employer / Owner will consider this a breach of SLA and following actions will be taken:

- The Purchaser / Employer / Owner will issue a show cause notice to the bidder
- Bidder should reply to the notice within 3 working days
- If the appropriate authority of the Purchaser / Employer / Owner is/are not satisfied with the reply, the Purchaser / Employer / Owner may initiate appropriate provisions as per Clause 2.9.1.

8.7. Exclusions

The bidder will be exempted from any non-adherence to SLAs under the following conditions:

1. Force Majeure
2. Delay due to SECI

8.8. Monitoring & Auditing

Bidder will provide required reports as per the agreed date of each month or as per requirements. SECI authority will review the performance of bidder against the SLA parameters each month, or at any frequency defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the bidder as soon as possible. SECI reserves the right to appoint a third-party auditor to validate the SLA.

9. Section VIII: Contract Forms

9.1. Earnest Money Deposit Format

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Developer in response to the NIT No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of [*insert the name of the Bidder*] as per the terms of the NIT, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Indian Rupees ----- [*Insert amount*] only, on behalf of M/s. _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with NIT*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with NIT*]. SECI shall be entitled to invoke this Guarantee till _____ [*Insert date which is 30 days after the date in the preceding sentence*].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [*Insert name of the Bidder*] and/or any other person.

The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of this NIT*] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [*Insert Name of the Bank*] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact Details & E Mail ID is to be provided

9.2. Performance Guarantee Format

PROFORMA OF BANK GUARANTEE FOR CONTRACT **PERFORMANCE SECURITY**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

NOA/ Contract No.....

..... [Name of Contract]

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Dear Sir / Madam,

We refer to the Contract ("the Contract")

signed on(insert date of the Contract) between you and M/s (Name of Contractor),

(or)

vide notification of award issued on (insert date of the notification of award) by you to M/s (Name of Contractor) having its Principal place of business at (Address of Contractor) and Registered Office at (Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)

By this Bank Guarantee, we, the undersigned, (insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at (insert address of registered office of the bank) do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the

Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ (value in words) _____.
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email_____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email_____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

10. Section IX: Bidding Forms

10.1. Covering Letter

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Implementation of ERP on Cloud Platform, Supply of Licenses including Operation & Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI)"

Dear Sir/ Madam,

1. We, the undersigned.... [*insert name of the 'Bidder'*] having read, examined and understood in detail the tender Document for "Implementation of ERP on Cloud Platform, Supply of Licenses including Operation & Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI)" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.
2. We give our unconditional acceptance to the tender, dated..... and tender documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the tender documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such tender documents as per the provisions of the tender and provisions of such tender documents shall be binding on us.
3. Bid Capacity

We have bid for the entire capacity as detailed in the tender document dated _____ issued by Solar Energy Corporation of India Limited.

4. Bid Processing Fees

We have enclosed a Bid Processing Fees of INR..... (*Insert Amount*), in the form of Demand Draft/ Banker's Cheque no..... (*Insert reference of the DD/ Banker's Cheque*) dated..... (*Insert date of DD/ banker's cheque*) from (*Insert name of Bank providing DD/ banker's cheque*) and valid up to and including in terms of Clause of this tender.

5. Earnest Money Deposit

We have enclosed an Earnest Money Deposit of INR..... (*Insert Amount*), in the form of bank guarantee no..... (*Insert reference of the bank guarantee*) dated..... (*Insert date of bank guarantee*) as per Format F-4 from (*Insert name of Bank providing BG*) and valid up to and including in terms of Clause of this tender.

6. We have submitted our Price Bid strictly as per this tender, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

7. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India Limited in respect of any matter regarding or arising out of the tender shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

8. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the tender documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

9. Contact Person

Details of the contact person are furnished as under:

Name :

Designation :

Company :

Address :

Phone Nos. :

Fax Nos. :

E-mail address :

10. We are enclosing herewith the Envelope-I (Covering Letter, Processing Fees, EMD etc through Offline and Online, Techno-Commercial documents through online as per clause no. 2.4.2 of ITB) and Envelope II (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the tender for your consideration as per clause no. 2.4 of ITB.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the tender and subsequent communications from Solar Energy Corporation of India Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in BDS from the date of opening of "Techno-Commercial/ Un-priced Bid". We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

10.2. Compliance Sheet

S. No.	Particulars	Compliance (Yes/No)	Page No. of Bidder's
1.	Earnest Money Deposit (EMD)		
2.	Proof of purchase of tender document		
3.	Proof of payment towards e-Service Fee		
4.	Online submission of all required documents (Technical and Price proposal) and as per the process defined in the bid document		
5.	One Original hard copy of Technical proposal		
6.	Details of Bidder		
7.	MoU / Agreement with OEMs (if applicable)		
8.	Please confirm you agree to all clauses specified in the Section I: Instructions to Bidders		
9.	Please confirm you have submitted all the forms specified in Section IX: Bidding Forms		
10.	Please confirm you have noted that the performance guarantee will be furnished as per Clause 2.8.4 Performance Guarantee		
11.	Please confirm you have provided all document proof to substantiate you qualifying the eligibility criteria as per Section III: Qualifying Requirements		
12.	Please confirm you have noted the delivery and completion schedule specified in clause 5.3		
13.	Please confirm you have complied with all services specified in the scope of services mentioned in Section IV: Scope of Work		
14.	Please confirm that you comply to all clauses specified in the General Conditions of Contract specified in Section X: General Conditions of Contract		
15.	Please confirm that you comply to all clauses specified in the Special Conditions of Contract specified in Section XI: Special Conditions of Contract		
16.	Please confirm that all goods (software and licenses) and services have been included in the price proposal and is complete in all respects without any deviation/ missing items		
17.	Please confirm you comply with the Payment terms and conditions specified as a part of Price proposal in Clause 5.4		
18.	Please confirm you have noted the SLA guidelines and penalty clauses applicable as specified in Section VII: Service Level Agreements (SLAs)		

S. No.	Particulars	Compliance (Yes/No)	Page No. of Bidder's
19.	Please confirm you have provided sufficient Earnest Money Deposit in proper form.		
20.	Please confirm you have responded to all specification given in Section V: Functional Requirement Specifications (FRS).		
21.	Please confirm you have responded to all specification given in Section VI: Technical Requirement Specifications (TRS).		
22.	Please confirm that you have checked the final quote provided in 10.13 Financial Proposal		

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Firm:	

10.3. No Deviation Confirmation

NO DEVIATION CONFIRMATION **(To be submitted on the Letter Head of the Bidding Company)**

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “Implementation of ERP on Cloud Platform, Supply of Licenses including Operation & Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI).

Dear Sir/ Madam,

We understand that any 'deviation/ exception' in any form may result in rejection of bid. We, therefore, certify that we have not taken any 'exception/ deviation' anywhere in the bid and we agree that if any 'deviation/ exception' is mentioned or noticed, our bid may be rejected.

Place: _____

Date: _____

[Signature of Authorized Signatory of Bidder]

Name: _____

Designation: _____

Seal: _____

10.4. Board Resolution

(To be provided by the Bidding Company in its Letterhead)

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to NIT vide NIT No. SECI/C&P/NIT/ERP/052018 for 'Implementation of ERP on Cloud Platform, Supply of Licenses including Operation and Maintenance (O&M) at Solar Energy Corporation of India Limited (SECI)', including signing and submission of all documents and providing information/ response to NIT to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project.

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 1)
- 1)
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 1)
- 1)
- 1)
- 1)
- 1)
- 1)

1)

10.5. Particulars of Bidder

BIDDER'S GENERAL INFORMATION

(To be submitted on the Letter Head of the Bidding Company)

Sr. No.	Description	Remarks
1	Name of the Bidder	
2	Status of the Firm	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	E-mail	
6	Web site	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
10	ISO Certification Yes/No	
11	Name of the Banker	
12	Branch Details of Bank	
13	Type of Account with Account Number	
14	IFSC Code	
15	Permanent Account Number (PAN) of the Bidder	(Copy of PAN Card to be enclosed)
16	Whether the Vendor is registered/ Likely to be registered under GST	Yes or No: If Yes, then customer will be treated as registered customer & he will have to provide further details as stated on the below left hand side
17	GST ID (Proof to be submitted – GST No., acknowledgement OR Email from Gol)	
18	GSTN address	

19	PF Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
20	ESI Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
21	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No <i>(If answer is YES, please provide details)</i>
22	Reference of any document information attached by the Bidder other than specified in the tender.	
23	Bidding company is listed in India	Yes/No
24	Whether company is MSME as on the bidding date	Yes/No <i>If yes, Copy of Registration to be enclosed</i>

(Signature of Authorized Signatory)

With Stamp

10.6. Financial Capacity of the Bidder

FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(To be submitted on the Letter Head of the Chartered Accountant)

Ref.No. _____

Date: _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Implementation of ERP on Cloud Platform, Supply of Licenses including Operation & Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI)".

Dear Sir/ Madam,

We have verified the Annual Accounts and other relevant records of M/s.....
(Name of the bidder) and certify the following

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

And

Net worth (strike out whichever is not applicable) of INR.....Crore computed as per instructions provided in this tender based on unconsolidated audited annual accounts as per last FY _____
(Insert Year).

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name:

Date:

Place:

Signature and stamp (on each page) of Chartered Accountant/ Statutory Auditors of Bidding Company.

Name:

Date:

Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

10.7. List of Current Contracts/ On-going Projects

BIDDER'S EXPERIENCE

(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for ""Implementation of ERP on Cloud Platform, Supply of Licenses including Operation & Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI)".

Dear Sir/ Madam,

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract /Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

10.8. Resource Strength

RESOURCE STRENGTH

(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “Implementation of ERP on Cloud Platform, Supply of Licenses including Operation & Maintenance (O & M) at Solar Energy Corporation of India Limited (SECI)”.

Dear Sir/ Madam,

I _____ certify that I am _____ of the Company under the laws of _____ and that we have _____ (number) of full-time resources of the proposed ERP Product and we have _____ (number) of ERP OEM certified professionals of the proposed ERP Product on the payroll of the company.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

10.9. Curriculum Vitae (CV) Format

S. No.	Details
1.	Proposed Position (Only one resource shall be nominated for each position):
2.	Name of Firm:
3.	Name of Staff:
4.	Date of Birth: Nationality:
5.	Education (indicate college/university and other specialised education of staff member, giving names of institution, degree obtained and date of obtainment):
6.	Membership of Professional Association:
7.	Other Training:
8.	Countries of Work Experience:
9.	Languages:
10.	Employment Record (starting with present position, list in reverse order every employment held by staff member as per following): From (year) To (Year) Employer: Position Held:
11.	Detailed Tasks assigned (List all tasks to be performed by the staff member under this assignment):
12.	Work undertaken that best illustrates capability to handle the tasks assigned: <ul style="list-style-type: none"> i. Name of assignment or project: ii. Year (from and to) iii. Location iv. Client: v. Main project features: vi. Position held: vii. Actual activities performed:
13.	Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. (Signature of staff member) Date:

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Firm:	

10.10. Summary of Resources & Certificates from Bidder

(Summary of resources proposed to be deployed)						
S. No	Position	Name	Qualification	Professional Experience	Relevant Experience in years	Task proposed to be assigned

Certification from Bidder

We have verified and certify that the above-mentioned resources proposed are adequately qualified and experienced to meet the bid requirements.

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Firm:	

10.11. Deviation / Assumption Sheet (VOID)

10.11.1. Deviation Details

(In case of no deviation/assumption, a statement to that effect must be given.)

Date:					
Bid Number:					
Bidder Name:					
S.No	Bidding document Reference / Section No./ Page No.	Content of Bidding Document requiring clarification	Deviation / Assumption	Financial Impact	Scope Impact

10.11.2. Assumption Details

Date:					
Bid Number:					
Bidder Name:					
S.No	Bidding document Reference / Section No./ Page No.	Content of Bidding Document requiring clarification	Deviation / Assumption	Financial Impact	Scope Impact

Certificate:

We confirm that,

- only above mentioned deviation and/or assumption are need to be considered. If there is any deviation and/or assumption mentioned anywhere in our proposal, same should be ignored.
- the Purchaser / Employer / Owner is not bound to accept any of the above mentioned deviation and/or assumption and may reject any or all without giving any reason thereof.
- the Purchaser / Employer / Owner may consider the financial impact and/or scope impact during the bid evaluation process.
- except the above mentioned deviations and/or assumptions, subject to the approval and acceptance by the Purchaser / Employer / Owner, the entire work shall be performed as per the bid requirements

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Firm:	

10.12. Manufacturer's Authorization Form

(To be obtained from ERP OEM)									
<p>Date: _____</p> <p>Bid Number: _____</p>									
<p>To: _____</p> <p>WHEREAS _____ who are official manufacturers of _____ having _____ office at _____ do hereby authorize _____ to submit a Bid in relation to the Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.</p> <p>We hereby extend our full guarantee and warranty in accordance with NIT requirements, with respect to the Goods offered by the above firm in reply to this Bid.</p> <p>We further, endorse the warranty, support and licensing terms provided by our Authorized bidder to SECI. The same support will be extended for the entire period of contract as per the tender conditions.</p> <p>List of Goods:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S. No</th> <th style="width: 50%;">Name</th> <th style="width: 40%;">Version / Model</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S. No	Name	Version / Model						
S. No	Name	Version / Model							

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Firm:	

10.13. Price Schedule / Financial Proposal

10.13.1. Introduction

1. The price schedules are divided into separate schedules as follows:

Grand Summary of Cost

- ERP - License Cost
 - Cloud - Infrastructure and Hosting
 - ERP - Implementation Cost
 - ERP – Annual Technical Support (ATS)
 - Cloud – Hosting and Support
 - ERP - Operation & Maintenance
2. The Schedules do not generally give a full description of the solution to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Requirements and other sections of these Bidding Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Requirements, as well as overheads.
 3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.
 4. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields
 5. All the prices (including GST & duties) are to be entered in Indian Rupees Only (% values are not allowed)
 6. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
 7. SECI, reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
 8. SECI shall take into account all Taxes, duties & levies for the purpose of Evaluation
 9. The Bidder needs to account for all Out of Pocket expenses due to Travelling, Boarding, Lodging and other related items as same shall not be reimbursed separately.
 10. The Unit Rate as mentioned in the formats shall be valid for additional procurement of those items during the contract period, if SECI feels the need for additional items to be procured. If the unit rate is valid for a minimum quantity of items then the same should be mentioned. However, based on the market trends, SECI retains the right to negotiate this rate for future requirements to decrease the unit rate.
 11. Payment for Operations & Maintenance, Annual Technical Support will be calculated and made on pro-rata basis depending upon year and quantity.
 12. In case of additional procurement of licenses, no escalation in Operations & Maintenance cost will be allowed. Bidder will provide O&M for the complete solution irrespective number of user. ATS will be paid on pro-rata basis based on the quoted unit cost for ATS.

10.13.2. Grand Summary of Cost

BOQ No	Components	Reference	Total Amount including taxes (INR)	Total Amount (in words)
IMPLEMENTATION PART				
1.	ERP - License Cost	10.13.2.1		
2.	Cloud - Infrastructure and Hosting	10.13.2.2		
3.	ERP - Implementation Cost	10.13.2.3		
OPERATION & MAINTENANCE (O & M) PART				
4.	ERP - ATS Cost	10.13.2.4		
5.	Cloud - Hosting and Support	10.13.2.5		
6.	ERP - Operation and Maintenance	10.13.2.6		
7.	Total Cost			

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Firm:	

10.13.2.1. ERP License Cost

S. No	Description	Quantity	Unit Price (Excluding Taxes) (INR)	Total Price (INR)	Total Value of Applicable Taxes (INR)	Total Price including Taxes (INR)
(1)	(2)	(3)	(4)	(5 = 3 x 4)	(6)	(7 = 5 + 6)
1.	ERP Software Licenses for all Modules	100				
2.	Any other License Cost (bidder to fill)					
	Grand Total					

10.13.2.2. Cloud - Infrastructure and Hosting during Implementation

S. No	Description	Unit Price (Excluding Taxes) (INR)	Total Value of Applicable Taxes (INR)	Total Price including Taxes (INR)
(1)	(2)	(3)	(4)	(5 = 3 + 4)
1.	Infrastructure & Cloud Hosting Charges			
	Grand Total			

10.13.2.3. ERP Implementation Cost

S. No	Description	Modules/ Functions	Unit Price (Excluding Taxes) (INR)	Total Price (INR)	Total value of applicable taxes (INR)	Total Price including taxes (INR)
(1)	(2)	(3)	(4)	(5 = 3 x 4)	(6)	(7 = 5 + 6)
1.	Total Implementation Cost	06				
	Grand Total					

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Firm:	

10.13.2.4. ERP Annual Technical Support (ATS) Cost

S. No	Description	Price / Unit (Excluding taxes)	Total value of applicable taxes (INR)	Total Price including taxes (INR)
1.	Annual Technical Support for Year 1			
2.	Annual Technical Support for Year 2			
3.	Annual Technical Support for Year 3			
4.	Annual Technical Support for Year 4			
5.	Annual Technical Support for Year 5			
	Grand Total			

10.13.2.5. Cloud Hosting and Support Cost

S. No	Description	Price / Unit (Excluding taxes)	Total value of applicable taxes(INR)	Total Price including taxes (INR)
1.	Annual Charges for Year 1			
2.	Annual Charges for Year 2			
3.	Annual Charges for Year 3			
4.	Annual Charges for Year 4			
5.	Annual Charges for Year 5			
	Grand Total			

10.13.2.6. ERP Operations & Maintenance Cost

S. No	Description	Price / Unit (Excluding taxes)	Total value of applicable Taxes (INR)	Total Price including taxes (INR)
1.	Annual Support for Year 1			
2.	Annual Support for Year 2			
3.	Annual Support for Year 3			
4.	Annual Support for Year 4			
5.	Annual Support for Year 5			
	Grand Total			

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Bidder:	

10.14. FRS & TRS Compliance

(ERP OEMs may provide the following certificate either jointly with the Bidder or separately without modifying the contents)

Date:

Bid Number:

Certificate:

We(ERP OEM Name) and(Bidder name) confirm that:

- i. the compliance provided in Functional Requirement Specification (FRS) and Technical Requirement Specification of the above mentioned bid are as per the proposed ERP product standards
- ii. Solution approach to meet the business requirements will be as per the compliance given in FRS & TRS
- iii. All the required modules / software are provided/proposed as part of Bidder's proposal
- iv. If any module and /or sub-module is not supplied and found to be required during the contract period, same will be provided by the Bidder to the Purchaser / Employer / Owner without any additional cost towards supply, implementation, training and other related services

Authorized signatory on behalf of the bidder

Full Name

Address

Seal of the Firm

Authorized signatory on behalf of the OEM

Full Name

Address

Seal of the Firm

10.15. ERP Modules & Sub Modules Bill of Material Confirmation

(ERP OEMs may provide the following certificate either jointly with the Bidder or separately without modifying the contents)

Date:				
Bid Number:				
Bidder Name:				
S. No	Module	Sub Module	Version	Function/Purpose

Certificate:

We (ERP OEM Name) and (Bidder name) confirm that:

- above mentioned module and sub-modules are adequate to meet the functional requirement specification (FRS) and bid requirements of the Purchaser / Employer / Owner
- above mentioned module and sub-modules are proposed to be supplied as part of Bidder's proposal
- If any module and /or sub-module is not supplied and found to be required during the contract period, same will be provided by the Bidder to the Purchaser / Employer / Owner without any additional cost towards supply, implementation, training and other related services

Authorized signatory on behalf of the bidder

Full Name

Address

Seal of the Firm

Authorized signatory on behalf of the OEM

Full Name

Address

Seal of the Firm

10.16. Power of Attorney for Bidding Company

POWER OF ATTORNEY FOR BIDDING COMPANY

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Bidder)

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for (insert details of Tender) in response to the Tender No dated issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information/ responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned Tender.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

Signed by the within named

..... (Insert the name of the executant company)

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

**Dated this day of
Accepted**

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.
(Signature)

Name.....

Designation

2.
(Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company/ Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Indian Rupees Five Crores, should be the Managing Director/ Whole Time Director/ Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

10.17. Resource Deployment Plan

Bidder needs to provide resource deployment plan for the entire life cycle of the project. Both onsite and off-site deployment needs to be specified

S. No	Resource Name	Role	Onsite / Off-site	Phase: Month 1:	Phase: Month 2:	Phase: Month 3:	Phase: Month 4:	Phase: Month n:

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Firm:	

10.18. Resource Man-Month Cost

Bidders are required to quote man-month rate for the following resources. These costs will not be part of price evaluation. If the Purchaser requires additional services beyond the current scope of work, then these man-month rates will be applicable for the period of contract.

S. No	Resource	Man-Month Rate (Lakhs)	Taxes & Duties (Lakhs)	Total Man-Month Rate (Lakhs)
1.	Project Manager			
2.	Functional Resource			
3.	Technical Resource			

Note: The minimum experience for each resource must be as per criteria specified in clause 5.1.3.2.2.

Authorized signatory on behalf of the bidder:	
Full name:	
Address:	
Seal of the Firm:	

10.19. List of Banks

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. Commonwealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.

3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

10.20. Shareholding Certificate

SHAREHOLDING CERTIFICATE

(To be submitted on the Letter Head of the Bidder)

Name of the Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Rights

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name:

Date:

Place:

(Signature and Stamp of Company Secretary/ Director/ Chartered Accountant)

11. Section X: General Conditions of Contract (GCC)

11.1. Definitions of Terms/ Abbreviations

In this **TENDER** (as here-in-after defined) the following words and expressions shall have the Meanings hereby assigned to them except where the context otherwise required.

- 11.1.1 **ADJUDICATOR** means the person or persons named as such in the SCC to make a decision on or to settle any dispute or difference between the Employer/Owner and the Contractor.
- 11.1.2 **AFFILIATE** shall mean a company that either directly or indirectly
- a. controls or
 - b. is controlled by or
 - c. is under common control with
- a Bidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 11.1.3 **AFFECTED PARTY** means Employer/ Owner or the Contractor whose performance has been affected by an event of Force Majeure.
- 11.1.4 **ANNUAL TECHNICAL SUPPORT (ATS)** means all the necessary functional, technical support provided by ERP OEM including supply of patch, upgrade and any other activity as part of its services.
- 11.1.5 **APPLICABLE LAW** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 11.1.6 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 11.1.7 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the Employer/ Owner.
- 11.1.8 **ASSOCIATE** means a party who has been conjoined by the Contractor to independently execute a pre-selected part of facilities of the Contract and grant him the associated Contractual rights and obligations, without diluting the overall responsibility of the Contractor in respect of the Facilities under the Contract.
- 11.1.9 **ARBITRATOR** means the person or persons appointed by agreement between the Employer/ Owner and the Contractor to make a decision on or to settle any dispute or difference between the Employer/ Owner and the Contractor referred to him or her by the parties.

- 11.1.10 **B.I.S.** means specifications of Bureau of Indian Standards (BIS).
- 11.1.11 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.
- 11.1.12 **BID CAPACITY** means the capacity/ services/ quantum of work offered by the bidder in his Bid under Tender Document.
- 11.1.13 **BIDDER** means Bidding Company/ Expert submitting the Bid. Any reference to the Bidder includes Bidding Company/ Experts including its successors, executors and permitted assigns as the context may require.
- 11.1.14 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 11.1.15 **COLLABORATOR or PARENT COMPANY** means the firms/ corporations who has provided technological support to the manufacturer for establishing production line for the specific Equipment.
- 11.1.16 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 11.1.17 **CONTRACT** shall mean the Agreement between the Employer/ Owner and the Contractor for the execution of the works including therein all Contract documents.
- 11.1.18 **CONTRACTOR/ SUCCESSFUL BIDDER/ PROJECT DEVELOPER/ DEVELOPER** means the person or the persons, Company or Corporation whose Tender has been accepted by the Employer/ Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 11.1.19 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Notification of Award/ Letter of Intent/ Letter of Acceptance and agreed variations if any, and such other documents constituting the Tender and acceptance thereof.
- 11.1.20 **CONTRACTOR'S EQUIPMENT** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 11.1.21 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the Employer/Owner to perform the duties delegated by the Contractor.
- 11.1.22 **CONSULTANT** means Techno-Commercial experts who are the consulting engineer to the Employer/ Owner for this project. M/s PwC has been engaged by Employer/ Owner as Consultant for this tender/ package.

- 11.1.23 **CONSTRUCTION EQUIPMENT** means all appliances/ equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as here in after defined) but does not include materials or other things intended to form or to be incorporated into the work, or camping facilities.
- 11.1.24 **COMMISSIONING** shall mean pressing into service/ operation of the system including the plant(s), equipment(s), machinery (ies), or any other section or sub-section of installation(s) pertaining to the work of the Contractor after successful testing and trial runs of the same. Commissioning can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by Employer/ Owner and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by Employer/ Owner in performance of Commissioning activity will not be construed to be violating Contract provisions and Contractor shall be deemed to have provided for the same.
- 11.1.25 **COMPLETION** means that the Facilities have been completed operationally and structurally and put in a tight and clean condition and that all works in respect of pre-commissioning of the Facilities has been completed (wherever required, as per Technical Specifications) and Commissioning followed by Trial - Operation has been completed.
- 11.1.26 **COMPLETION CERTIFICATE** shall mean the certificate to be issued when the works have been completed entirely in accordance with Contract Documents.
- 11.1.27 **CONTROLLING OFFICER** means the authorized controlling person/ body of the Contract from respective department appointed by the Employer/ Owner to perform the duties delegated by the Employer/ Owner.
- 11.1.28 **CHANGE ORDER** means an order given in writing by the Engineer-in-Charge/ Project Manager to effect additions to or deletion from and alteration in the works.
- 11.1.29 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 11.1.30 **DEFECT LIABILITY PERIOD** in relation to a work/ supply means the specified period from the date of Completion Certificate/ date of receipt of material up to the date of issue of Final Certificate during which the Contractor/ Supplier stands responsible for rectifying all defects/ rejection that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/ Fabrication/ Erection/ Construction defects covering all materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects.
- 11.1.31 **DRAWINGS** shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge/Project Manager and such other drawing as may, from time to time, be furnished by the contractor.
- 11.1.32 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.
- 11.1.33 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Intent/ Letter of Allocation from which the Time for Completion shall be determined.

- 11.1.34 **EMPLOYER/ OWNER/ PURCHASER** means the Company/ Corporation/ Government Entity, named in the **SCC**, who is responsible for getting the Facilities implemented. The Employer may be Owner himself or an agency appointed by the Owner and shall include the legal successors or permitted assigns of the Employer.
- 11.1.35 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by the Employer/ Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 11.1.36 **ERP SOLUTION/ ERP SYSTEM** means the complete ERP suite including Modules, Sub-Modules, Tools, Third-Party Software (if any) and other software & licenses to be supplied, installed, configured, integrated, and made operational, together with the Services to be carried out by the bidder under the Contract.
- 11.1.37 **FACILITY(IES)** means the the proposed ERP Solution/ ERP System under the captioned Tender/ Contract Document.
- 11.1.38 **FINAL CERTIFICATE** in relation to a work means the certificate regarding the satisfactory compliance of various provision of the Contract by the Contractor issued by the Engineer-in-Charge/ Employer after the period of liability is over.
- 11.1.39 **FINAL ACCEPTANCE** means acceptance of Facilities by the Employer/ Owner at the end of O&M period, as stated in this NIT, from the date of Go-Live which certifies the Contractor's fulfilment of the Contract in respect of Functional and Plant Performance Guarantees of the Facilities.
- 11.1.40 **GO-LIVE** means the complete operation (i.e. executing live transactions) of the ERP solution on cloud platform covering all functionalities and completion of all implementation related activities as per the agreed and finalized Project Plan.
- 11.1.41 **GOODS & SERVICE TAX (GST)** is an indirect tax throughout India to replace taxes levied by the central and state governments. Goods & Services Tax is a comprehensive, multi-stage, destination-based tax that will be levied on every value addition.
- 11.1.42 **GUARANTEE TEST(S)** means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications during/ after successful Commissioning followed by Trial - Operation.
- 11.1.43 **IEC** means specifications of International Electro-Technical Commission.
- 11.1.44 **IMPLEMENTATION PARTNER** means that Bidder whose bid to perform the Contract has been accepted by SECI and is named as such in the Contract Agreement
- 11.1.45 **INSTALLATION SERVICES** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.

11.1.46 **MWp** means Mega-Watt Peak.

11.1.47 **kWh** shall mean Kilo-Watt-hour.

11.1.48 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.

11.1.49 **MONTH** means a period of any consecutive thirty days

11.1.50 **MNRE** means Ministry of New and Renewable Energy, Government of India.

11.1.51 **MOBILIZATION** shall mean establishment of sufficiently adequate infrastructure by the Contractor at Site comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising Personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. Mobilization shall be considered to have been achieved, if the Contractor is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Engineer-in-Charge/Project Manager/ Employer/ Owner.

11.1.52 **NET-WORTH** shall have same meaning as defined in Company Act 2013 and Amendment, if any.

11.1.53 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

11.1.54 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the Employer notifying the Contractor that his bid has been awarded.

11.1.55 **NTP** means Notice to Proceed.

11.1.56 **OEM** means the Original Equipment Manufacturer of any equipment/ system/ software/ product.

11.1.57 **OPERATIONAL ACCEPTANCE** means the acceptance by the Employer/ Owner of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) after successful Commissioning followed by Trial - Operation.

11.1.58 **O & M** means Operation & Maintenance of Commissioned Project/ Work/ Facilities under the Tender.

- 11.1.59 **OWNER** means the Company/ Corporation/ Government Entity, named in the **SCC**, who has decided to set up the Facilities and shall include the legal successors or permitted assigns of the Owner.
- 11.1.60 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 11.1.61 **PLANT AND EQUIPMENT** means permanent plant, equipment, technologies, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor), but does not include Contractor's Equipment in order to implement the ERP system.
- 11.1.62 **PRE-COMMISSIONING** means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning.
- 11.1.63 **PROJECT MANAGER/ OFFICER-IN-CHARGE** means the person appointed by the Employer/ Owner to perform the duties delegated by the Employer/ Owner.
- 11.1.64 **PROJECT PLAN** means the document to be developed by the Implementation Partner and approved by SECI, based on the requirements specified in the tender document. The Project Plan may be changed/ modified during the course of the Project; however, 'Agreed Project Plan' shall mean the agreed latest version of the Project Plan, which will be referred for the purpose of execution and monitoring of this Project. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- 11.1.65 **SCC** means the Special Conditions of Contract.
- 11.1.66 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 11.1.67 **SERVICE(S)** means all technical, functional, logistics, management and any other Services to be provided by the Implementation Partner under the Contract to supply ERP licenses, install and implement the ERP system on cloud platform, customize, integrate, make operational, stabilization support and Operation & Maintenance of the proposed ERP system.
- 11.1.68 **SERVICE LEVEL AGREEMENT (SLA)** means a commitment between the Employer/ Owner and the bidder that defines the level of service to be provided by the bidder during the contract period.
- 11.1.69 **SITE** means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 11.1.70 **SPECIFICATION** shall mean all directions the various Technical Specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the Contract for the work or works, as may be amplified or modified by the Employer/ Owner or Engineer-in-Charge/Project Manager during the

performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.

11.1.71 STABILIZATION PERIOD means successful running of the complete ERP solution for at least 02 (Two) months from the Go-Live date. During this period, the bidder will ensure all defects, bugs and functional/ technical gaps are resolved/ rectified and made error free without any additional cost to the Employer/ Owner.

11.1.72 SUB-CONTRACTOR means any person or firm or Company (other than the Principal Contractor) to whom any part of the work has been entrusted by the Principal Contractor, with the written consent of the Engineer-in-Charge/Project Manager.

11.1.73 TAKING OVER means the Employer's/ Owner's written acceptance of the Facilities under the Contract, after successful Trial - Operation for the specified period in accordance with the Contract

11.1.74 TEMPORARY WORKS shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

11.1.75 TENDER means the process whereby Employer/ Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.

11.1.76 TENDER DOCUMENTS/ BIDDING DOCUMENTS means the entire set of documents vide which Employer/ Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.

11.1.77 TIME FOR COMPLETION means the time within which Completion of the Facilities is to be attained in accordance with the specifications, as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) and "Taking Over" by the Employer/ Owner is to be attained.

11.1.78 TOTAL CONTRACT PRICE/ CONTRACT VALUE means the sum accepted or the sum calculated in accordance with the prices accepted in Tender and/ or the Contract rates as payable to the Contractor for the entire execution and full completion of the work, including change order. The Total Contract Value is bifurcated in 02 parts (i.e. Implementation Part and O&M Part as indicated in Format 10.13.2-Grand Summary of Cost)

11.1.79 ULTIMATE PARENT COMPANY shall mean a company which directly or indirectly owns at least twenty-six percent (26%) paid up equity capital in the Bidding Company and/ or in the Financially Evaluated Entity and such Bidding Company and/ or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company.

11.1.80 WEEK means a period of any consecutive seven days.

11.1.81 WORKING DAY means any day which is not declared to be holiday or rest day by the Employer/ Owner.

11.2. General Informations

11.2.1 Location of Site

The proposed location of Project site(s) is/ are defined in the Scope of work under Technical specifications & also defined under the Special conditions of contract (SCC).

11.2.2 Scope of Work

The scope of works are defined in the Section - IV, V, VI and VII, of the Tender document. In addition, the Contractor shall provide all necessary materials, equipment, manpower etc. for the execution and maintenance of the work till completion unless otherwise mentioned in the Tender Document.

11.3. Additional General Instructions to Bidders

11.3.1 Documents

Corrections and Erasures: All correction(s) and alteration(s) in the entries of Tender paper shall be signed in full by the bidder with date. No erasure or over writing is permissible.

Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

Details of Experience: The bidder should furnish, along with his Tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers/ Owners, location of sites and value of Contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).

Liability of Government of India: It is expressly understood and agreed by and between bidder or/ Contractor and Employer/ Owner that, Employer/ Owner is entering into this agreement solely on its own behalf. In particular, it is expressly understood and agreed that the Government of India has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer/ Owner is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, bidder/ Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

11.3.2 Transfer of Tender Documents

Transfer of Tender Documents purchased by one intending bidder to another is not permissible.

11.3.3 Right of Employer/ Owner to Accept or Reject Tender

The right to accept the Tender will rest with the Employer/ Owner. The Employer/ Owner, however, does not bind himself to accept the lowest Tender, and reserves to itself the authority to reject any or all the Tenders received without assigning any reason whatsoever. At the option of the Employer/ Owner, the work for which the Tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/ or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with Tenders is strictly prohibited and Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

11.3.4 Time Schedule & Progress Reporting

The work shall be executed strictly as per the Time Schedule specified in Section - XI, Special Conditions of Contract (SCC). The period of execution given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Employer/ Owner.

A joint program of execution of the work will be prepared by the Engineer-in- Charge and Contractor based on priority requirement of this project. This program will take into account the time of completion mentioned above and the time allowed for the priority works by the Engineer-in- Charge.

Monthly/ Weekly construction program will be drawn up by the Engineer-in- Charge jointly with the Contractor, based on availability of work fronts and the joint construction program as per above. The Contractor shall scrupulously adhere to these targets/ programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/ programs. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the Engineer-in- Charge will be final and binding on the Contractor.

The Contractor shall monitor progress of all the activities specified in the work schedule referred in GCC above, and submit the progress report to the Project Manager as per the Contract Co-ordination procedure.

The progress report shall be in a form acceptable to the Project Manager/EIC and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

If at any time the Contractor's actual progress falls behind the scheduled program, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer/ Owner or the Project Manager/ EIC, prepare and submit to the Project Manager/

EIC a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager/ EIC, of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion. If any extension thereof entitled under GCC Clause, or any extended period as may otherwise be agreed upon between the Employer/Owner and the Contractor, Contractor shall submit the revised plan for completion of Facility accordingly.

Maintenance of Records of Weekly Progress Review Meeting at Site

The Contractor shall be required to attend all weekly site progress review meetings organized by the 'Project Manager/ EIC' or his authorized representative. The deliberations in the meetings shall inter-alia include the weekly program, progress of work (including details of manpower, material, tools and plants deployed by the Contractor vis-à-vis agreed schedule), inputs to be provided by Employer/ Owner, delays, if any and recovery program, specific hindrances to work and work instructions by Employer/ Owner. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the 'Project Manager/ EIC' or his authorized representative. These recordings shall be jointly signed by the 'Project Manager/ EIC' or his authorized representative and the Contractor and one copy of the signed records shall be handed over to the Contractor.

11.3.5 Conflict of Interest and Bidder's Responsibility

A bidder shall not have a Conflict of Interest. Any bidder found to have Conflict of Interest shall be disqualified. A bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- (a) They have a controlling partner in common ; or
- (b) They receive or have received any direct or indirect subsidy from any of them ; or
- (c) They have the same legal representative for the purposes of this bid ; or
- (d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decision of the Employer/ Owner regarding this bidding process ; or
- (e) A bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/ authorized representative on behalf of one or more bidders or through license - licensor route, wherever permitted as per the provision of the Qualification Requirement for the bidders in the Annexure to Bid Data Sheet (BDS)] or as a partner in a Joint Venture/ Consortium, except for alternative offers permitted under Tender. This will result in the disqualification of all such bids ; or
- (f) A bidder or any of its Affiliates participated as a consultant in the preparation of the Design or Technical Specification or Detailed Project Report (DPR) and Installation of services*/ goods and related services** that are the subject of the bid ; or
- (g) A bidder or any of its Affiliate has been hired (or is proposed to be hired) by the Employer/ Owner as a Project Manager for the Contract

Unquote:

* Applicable for Supply & Installation Contracts

** Applicable for Supply & Supply cum Supervision of Installation Contracts

The intending Tenderers shall be deemed to have visited the Site and familiarized submitting the Tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the Drawings and Specifications or for any delay in performance.

11.3.6 Retired Government or Company Officers

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer/ Owner is allowed to work as a Contractor for a period of two years after his retirement from Government Service, or from the employment of the Employer/ Owner without the previous permission of the Employer/ Owner. The Contract, if awarded, is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/ Central Government or of the Employer/ Owner as aforesaid before submission of Tender, or engagement in the Contractor's service as the case may be.

11.3.7 Representatives and Field Management & Controlling/ Coordinating Authority

(a) Project Manager / Engineer- In –Charge (EIC):

If the Project Manager/ EIC is not named in the Contract, then within seven (7) days of the Effective Date, the Owner/Employer shall appoint and notify the Contractor in writing of the name of the Project Manager/ EIC. The Owner/Employer may from time to time appoint some other person as the Project Manager/ EIC in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Owner/Employer shall take reasonable care, unless unavoidable to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager/EIC shall represent and act for the Owner/Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager/ EIC, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager/ EIC, except as herein otherwise provided.

(b) Contractor's Representative & Construction Manager

If the Contractor's Representative is not named in the Contract, then within seven (07) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Owner/ Employer in writing to approve the person so appointed. If the Owner/ Employer makes no objection to the appointment within seven (07) days of submission, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within seven (07) days giving the reason therefor, then the Contractor shall appoint a replacement within seven (07) days of such objection, and the foregoing provisions of this GCC clause shall apply thereto.

(c) The Contractor's Representative shall represent and act for the Contractor at all times during the tenure of the Contract and shall give to the Project Manager/ EIC all the

Contractor's notices, instructions, information and all other communications under the Contract.

- (d) All notices, instructions, information and all other communications given by the Owner/ Employer or the Project Manager/ EIC to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.
- (e) The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner/ Employer prior written consent, which shall not be unreasonably withheld. If the Owner/ Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Clauses.
- (f) The Contractor's Representative may, subject to the approval of the Owner/ Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager/ EIC.
- (g) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.
- (h) Notwithstanding anything stated in GCC Clause above, for the purpose of execution of contract, the Owner/ Employer and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.
- (i) From the commencement of installation of the Facilities at the Site until Final Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper Performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.
- (j) The Owner/ Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Owner/ Employer, may behave inappropriately, may be in- competent or negligent, or may commit a serious breach of the Site regulations and safety. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.
- (k) If any representative or person employed by the Contractor is removed in accordance with GCC Clause, the Contractor shall, where required, promptly appoint a replacement. The

field management will be the responsibility of the Engineer-in-Charge/ Project Manager, who will be nominated by the Employer/ Owner. The Engineer-in-Charge/ Project Manager may also authorize his representatives to assist in performing his duties and functions.

- (l) The Engineer-in-Charge/ Project Manager shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the Contractor to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.
- (m) The Contractor may also maintain a Hindrance Register where reasons for delay/ fault may be recorded from time to time and at the time of occurrence of the hindrance and get it duly certified by the Project Manager or his authorized representative.

11.3.8 Note to Schedule of Rates/ Price Schedule

- (a) The Schedule of Rates should be read in conjunction with the Formats provided in the Tender documents.
- (b) The bidder shall be deemed to have studied the Drawings (if any), Specifications and details of work to be done within Time Schedule and to have acquainted himself of the condition prevailing at site.
- (c) Rates must be filled in the desired format of Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the bidder to the Schedule of Rates/ Price Schedule shall be brought out in the terms and conditions of the bid.

11.3.9 Policy for Tenders under Consideration

- (a) Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance/ rejection of Tender is made by Employer to the Bidder.
- (b) Zero Deviation: Bidders to note that this is a Zero Deviation Tender. Employer/ Owner will appreciate submission of bids based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the bids. In case of any deviation/ nonconformity observed in the bid, it will be liable for rejection.

11.3.10 Clarification of Tender Document

Verbal clarification and information given by Employer/ Owner or its employee(s) or its representatives shall not in any way be binding on Employer/ Owner.

11.3.11 Local Conditions

- (a) It will be imperative on each bidder to inform himself of all local conditions and factors which may have any effect on the execution of work covered under the Tender Document. In their own interest, the bidder(s) is/ are requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, and Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable Employer/ Owner shall not entertain any requests for clarifications from the bidder regarding such local conditions.
- (b) It must be understood and agreed that such factors have properly been investigated and considered while submitting the Tender. No claim for financial or any other adjustments to Value of Contract, on lack of clarity of such factors shall be entertained.

11.3.12 Extension of Time for Completion

- (a) The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the Performance of any of its obligations under the Contract by reason of any of the following:
 - Any occurrence of Force Majeure as provided in the Tender for Force Majeure, unforeseen/ differed site conditions (Unforeseen/ differed site Conditions).
 - Any changes in laws and regulations as provided in GCC (Change in Laws and Regulations) or by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.
- (b) Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer/Owner and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's/Owner's estimate of a fair and reasonable time extension, then the matter will be settled in accordance with the provisions of GCC Clause (Adjudicator).
- (c) The Contractor shall at all times use its reasonable efforts to minimize any delay in the Performance of its obligations under the Contract.
- (d) The Contractor shall be required to attend all weekly site progress review meetings organized by the 'Project Manager' or his authorized representative. The deliberations in the meetings shall include the weekly program, progress of work (including details of manpower, tools and plants deployed by the Contractor vis-à-vis agreed schedule), inputs to be provided by Employer/Owner, delays, if any and recovery program, specific hindrances to work and work instructions by Employer/Owner. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the 'Project Manager' or his authorized representative. These recordings shall be jointly signed by the

'Project Manager' or his authorized representative and the Contractor and one copy of the signed records shall be handed over to the Contractor.

11.4. General Obligations

11.4.1 Priority of Contract Documents

Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-in-Charge/ Project Manager who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- 1) The Contract Agreement and any change order in the CA. if any;
- 2) The Notification of Award/ Letter of Intent/ Letter of Allocation;
- 3) Special Conditions of Contract (SCC);
- 4) Bid Data Sheet (BDS) and Instructions to Bidders (ITB);
- 5) General Conditions of Contract (GCC);
- 6) Any other document forming part of the Contract.

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

11.4.2 Headings and Marginal Notes

All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the Contract.

11.4.3 Singular and Plural

In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

11.4.4 Interpretation

Words implying 'Persons' shall include relevant Corporate Companies/ Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

11.4.5 Special Conditions of Contract (SCC)

- (a) Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Specification of Work, Drawings and any other documents forming part of this Contract wherever the context so requires.

- (b) Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- (c) Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- (d) Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- (e) The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

11.4.6 Contractor to obtain his own Information

The Contractor in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the Contractor to make up the tender is not guaranteed. The Contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the Contract or release the Contractor from executing the work comprised in the Contract according to Drawings and Specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the Works and the requirements of materials and manpower involved etc., and as to what all works he has to complete in accordance with the Contract documents whatever be the defects, omissions or errors that may be found in the Documents. The Contractor shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. Any neglect or omission or failure on the part of the

Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the Contract. It is, therefore, expected that should the Contractor have any doubt as to the meaning of any portion of the Contract Document he shall set forth the particulars thereof in writing to Employer/ Owner in duplicate, before submission of tender. The Employer/ Owner may provide such clarification as may be necessary in writing to Contract, such clarifications as provided by Employer/ Owner shall form part of Contract Documents. No verbal agreement or inference from conversation with any effect or employee of the Employer/ Owner either before, during or after the execution of the Contract Agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the Contractor and no extra claim on this account shall be entertained.

11.4.7 Time of Performance

11.4.7.1 Time for Mobilization

The work covered by this Contract shall be commenced immediately upon issuance of the NOA/ LOI/ LOA and be completed in stages on or before the dates as mentioned in the Time Schedule of Completion of Work under Section - XI, Special Conditions of Contract (SCC). The Contractor should bear in mind that time is the essence of this contract agreement. Request for revision of construction time after tenders are opened will not receive consideration. The mobilization period is included within the overall Completion Schedule, not over and above the completion time to any additional work or any other reasons.

11.4.7.2 Time Schedule for Implementation

- (a) The general time schedule of construction is given in the Section - XI, Special Conditions of Contract (SCC) of the Tender Documents. Contractor should prepare a detailed monthly or weekly construction program jointly with the Engineer-in-Charge/ Project Manager. The Work shall be executed strictly as per the Time Schedule given in the Tender Documents. The period of construction given includes the time required for mobilization testing, rectifications, if any, retesting and completion in all respects in accordance with Contract Document to the entire satisfaction of the Engineer-in-Charge/ Project Manager.
- (b) The Contractor shall submit a detailed implementation schedule within the time frame agreed consisting of adequate number of activities covering various key phases of the Work such as Design, Procurement, Manufacturing, Shipment and Field Implementation activities. This network shall also indicate the interface facilities to be provided by the Employer/ Owner, if any and the dates by which such facilities are needed.

11.4.8 Force Majeure

- (a) A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the

Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- Act of God, including, but not limited to lightning, fire not caused by contractors' negligence and explosion (to the extent originating from a source external to the site), earthquake (above 7.0 magnitude on Richter Scale), volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado;
- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, quarantine;
- Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

(b) Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- Delay in the performance of any contractor, sub-contractor or their agents;
- Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- Strikes at the facilities of the Contractor / Affected Party;
- Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- Non-performance caused by, or connected with, the Affected Party's:
 - Negligent or intentional acts, errors or omissions;
 - Failure to comply with an Indian Law; or
 - Breach of, or default under this Contract Agreement.
- Normal rainy seasons and monsoon

(c) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.

(d) Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 48 (forty eight) hours of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 7 (seven) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.

(e) The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

(f) Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.

(g) If works are suspended by Force Majeure conditions lasting for more than two months, the Employer/ Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

(h) The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

11.4.9 Liquidated Damages (LD)/ Penalty

- (a) Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for Completion/ successful commissioning of Services in accordance with SCC Clause for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer/ Owner a sum equivalent to one percent (1%) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's/ Owner's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of ten percent (10%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer/ Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Once the maximum limit is reached, Employer/ Owner may consider the termination of contract. Any such recovery on account of the Liquidated damages can be done from the running bills of the contractor by Employer/ Owner.
- (b) The Employer/ Owner shall as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Employer/ Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor irrespective of maximum limit prescribed under Clause 11.4.9 (a).
- (c) The Employer/ Owner may by giving (01) one month notice to the Contractor cancel the Contract without prejudice to the Employer's/ Owner's right under Clauses 11.4.9 (a) and 11.4.9 (b) or any other provisions contained in the Contract to determine the Contract and claim damaged from the Contractor.
- (d) The Contractor shall not raise the question of proving actual loss suffered by the Employer/ Owner consequent on the said delay in Completion.

11.4.10 Rights of the employer to forfeit Contract Performance Security

Whenever any claim against the Contractor for the payment of a sum of money arises out or under the Contract, the Employer/ Owner shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the Contractor. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the Employer/ Owner on demand any balance remaining due.

11.4.11 Failure by the Contractor to comply with the provisions of the Contract

11.4.11.1 If the Contractor refuses or fails to execute the Work or any separate part thereof with such diligence as will ensure its completion within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer/ Owner at its option by written notice to the Contractor:

a) To determine the event in which the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer/ Owner on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Employer/ Owner may, in writing, require to be done to safeguard any property or work, or installations from damage, and the Employer/ Owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Employer/ Owner for any excess cost occasioned by such work having to be so taken over and completed by the Employer/ Owner over and above the cost at the rates specified in the schedule of quantities and rate/ prices.

b) Without determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Employer/ Owner for any excess cost over and above the cost at the rates specified in the Schedule of Rates/ Price Schedule, occasioned by such works having been taken over and completed by the Employer/ Owner.

11.4.11.2 In such events of Clause 11.4.11.1 (a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the Employer/ Owner to recover from the Contractor the excess cost referred to in the Clause aforesaid, the Employer/ Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials, equipment and plants available at work site belonging to the Contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of 06 (Six) calendar months reckoned from the date of termination of Contract or from the taking over of the Work or part thereof by the Employer/ Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the Contractor. This amount shall be subject to deduction of any amounts due from the Contract

to the Employer/ Owner under the terms of the Contract authorized or required to be reserved or retained by the Employer/ Owner.

- 11.4.11.3 Before determining the Contract as per Clause 11.4.11.1 (a) or (b) provided in the judgement of the Employer/ Owner, the default or defaults committed by the Contractor is/ are curable and can be cured by the Contractor if an opportunity given to him, then the Employer/ Owner may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.
- 11.4.11.4 The Employer/ Owner shall also have the right to proceed or take action as per 11.4.11.1 (a) or (b) above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favor of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer/ Owner to give any prior notice to the Contractor.
- 11.4.11.5 Termination of the Contract as provided for in sub- clause 11.4.11.1 (a) above shall not prejudice or affect their rights of the Employer/ Owner which may have accrued up to the date of such termination.

11.4.12 Contractor remains liable to pay compensation if

In any case in which any of the powers conferred upon the Employer/ Owner by Clause 11.4.11 thereof shall have become action not taken under clause 11.4.11 exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Employer/ Owner putting in force the power under above Clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge/Project Manager whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge/ Project Manager may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge/ Project Manager as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

11.4.13 Change in Constitution

The prior approval of the Employer/ Owner shall be obtained in writing, before any change is made in the constitution of the Company. If prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of Clause 11.4.19 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

11.4.14 Termination of contract

11.4.14.1 Termination of Contract in Case of Liquidation/ Bankruptcy etc.

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer/ Owner shall be at liberty :- To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed upon by Employer/ Owner for due and faithful performance of the contract.

11.4.14.2 Termination of Contract for Non-Performance and Subsequently Putting the Contractor on Banning List:

In case of termination of Contract herein set forth (under clause 11.4.11) except under conditions of Force Majeure and termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any enquiry will be issued to the party by Employer/ Owner against any type of tender nor their offer will be considered by Employer/ Owner against any ongoing tender(s) where contract between Employer/ Owner and that particular Contractor (as a bidder) has not been finalized] for a period as decided by the Employer/ Owner to such Contractor.

11.4.15 Members of the Employer/ Owner not individually Liable

No Director, or official or employee of the Employer/ Owner shall in any way be personally bound or liable for the acts or obligations under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

11.4.16 Employer/ Owner not bound by Personal Representations

The Contractor shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

11.4.17 Contractor's office at Site

The Contractor shall maintain an office at the site for the working of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The Contractor at all-time shall maintain a site instruction book and compliance of these shall be communicated to the Engineer-in-Charge/ Project Manager from time to time and the whole document to be preserved and handed over after completion of works.

11.4.18 Contractor's Subordinate Staff and their Conduct

- (a) The Contractor, on or after award of the Work shall name and depute a qualified Engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-in-Charge/ Project Manager sufficient and qualified staff to superintend the execution of the Work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge/ Project Manager additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge/ Project Manager that Sub-Contractors, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- (b) If and whenever any of the Contractor's or Sub-Contractor's agents, sub-agents, assistants, foremen, or other employees shall in the opinion of Engineer-in-Charge/ Project Manager be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Employer/ Owner or the Engineer-in-Charge/ Project Manager, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-in-Charge/ Project Manager, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Works without the written permission of the Engineer-in-Charge/ Project Manager. Any person so removed from the Work shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- (c) The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Employer/ Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge/ Project Manager upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Employer/ Owner on

account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract. The Contractor shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

- (d) If and when required by the Employer/ Owner and Contractor's personnel entering upon the Employer's/ Owner's premises shall be properly identified by badges of a type acceptable to the Employer/ Owner which must be worn at all times on Employer's/ Owner's premises. Contractor may be required to obtain daily entry passes for his Staff/ Employees from Employer/ Owner to work within operating areas. These being safety requirements, no relaxations on this account shall be given to Contractor.

11.4.19 Sub-letting of Works

No part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the Employer/ Owner except as provided for in the succeeding Clause.

i) Sub-Contracts for Temporary Works etc.

The Employer/ Owner may give written consent to Sub-Contract for the execution of any part of the Work at the site, being entered in to by Contractor provided each individual Sub-contract is submitted to the Engineer-in-Charge/ Project Manager before being entered into and is approved by him.

ii) List of Sub-Contractors to be supplied

At the commencement of every month the Contractor shall furnish to the Engineer-in-Charge/ Project Manager list of all Sub-Contractors or other persons or firms engaged by the Contractor and working at the Site during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) Contractor's Liability not Limited by Sub-Contractors

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge/ Project Manager shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the Contractor. The Contractor shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the Contract.

iv) Employer/ Owner May Terminate Sub-Contracts

If any Sub-Contractor engaged upon the works at the site executes any works which in the opinion of the Engineer-in-Charge/ Project Manager is not in accordance with the Contract documents, the Employer/ Owner may by written notice to the Contractor request

him to terminate such subcontract and the Contractor upon the receipt of such notice shall terminate such Subcontract and dismiss the Sub-Contractor(s) and the later shall forthwith leave the works, failing which the Employer/ Owner shall have the right to remove such Sub-Contractor(s) from the site.

v) No Remedy for Action Taken under this Clause

No action taken by the Employer/ Owner under the clause shall relieve the Contractor of any of his liabilities under the Contract or give rise to any right or compensation, extension of time or otherwise failing which the Employer/ Owner shall have the right to remove such Sub-Contractor(s) from the site.

vi) Termination/ Cancellation of Contract

Employer/ Owner is nowhere liable for the communication, acts and deeds and performance of the sub-contractor as engaged by the principal contractor. Principal Contractor solely is responsible and liable for the entire execution of project and performance of contract. In case of non-performance of the sub-contractor in lieu of inadequate liquidity, technical competence, adequate manpower Employer/ Owner may take an appropriate decision to get the work done at the risk and cost of the principal contractor.

Subject to poor performance and prolonged delay of the project on account of inefficient sub-letting of the project work Employer/ Owner may take a final decision to terminate the contract of the principal contractor which will be binding and non-revertible and henceforth no plea in this regard shall be entertained.

The Contractor has to execute the work by functioning like a contractor instead of sub-letting the entire work on back to back basis. The entire work cannot be sub-let to a sub-contractor on back to back basis.

vii) Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the Performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Owner/ Employer. Nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.

viii) Under no circumstances the sub-contractor shall claim or shall put any binding to the Owner/ Employer and at all times the sub-contractor must be managed by the Contractor. The Owner/ Employer shall not be responsible for any claims at any time by the Contractor in relation to the sub-contractor.

ix) No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

x) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

11.4.20 Power of Entry

If the Contractor shall not commence the Work in the manner previously described in the Contract documents or if he shall at any time in the opinion of the Engineer-in-Charge/ Project Manager:

- i) fail to carry out the Work in conformity with the Contract documents, or
- ii) fail to carry out the Work in accordance with the Time Schedule, or
- iii) substantially suspend Work or the Work for a period of 14 (Fourteen) days without authority from the Engineer-in-Charge/ Project Manager, or
- iv) fail to carry out and execute the Work to the satisfaction of the Engineer-in-Charge/ Project Manager, or
- v) fail to supply sufficient or suitable construction plant, temporary works, manpower, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the Contract on his part to be performed or observed or persist in any of the above-mentioned breaches of the Contract for 14 (Fourteen) days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge/ Project Manager requiring such breach to be remedied, or
- vii) if the Contractor abandon the Work, or
- viii) If the Contractor during the continuance of the Contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

then in any such case, the Employer/ Owner shall have the power to enter upon the Work and take possession thereof and of the materials, temporary Work, implemented product/ service, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the Work by his agents, other Contractors or workmen or to relate the same upon any terms and to such other person, firm or corporation as the Employer/ Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, implemented product/ service, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge/ Project Manager to be reasonable, and without making any payment or allowance to the Contractor for the use of the temporary said works, implemented product/ service and stock or being liable for any loss or damage thereto, and if the Employer/ Owner shall by reason of his taking possession of the Work or of the Work being completed by other Contractor (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the Engineer-in-Charge/ Project Manager shall be deducted from any money which may be due for work done by the Contractor under the Contract and not paid for. Any deficiency shall forthwith be made good and paid to the Employer/ Owner by the Contractor and the Employer/ Owner shall have power to sell in such manner and for such price as he may think fit all or any of the

construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

11.4.21 Contractor's responsibility with the other Contractors and other Agencies

Contractor's responsibility

- (a) The Contractor shall grade/ level the development of the mentioned ERP along with the design, procure, manufacture (including associated purchases and/or subcontracting), install, commission and complete the Facilities, carry out the Guarantee tests with due care and diligence in accordance with the Contract along with interconnecting systems including Licenses and the O&M of the complete facilities for the period as defined under the tender document. It is contractor's responsibility to coordinate with respective stakeholders in order to get any permission whatsoever, required for successful development & operation of system till its desired duration.
- (b) Contractor confirms that it has entered into this Contract on the basis of proper examination of the data relating to the Facilities provided and assessed by himself at the site location, after proper due diligence relating to the Facilities prior to bid submission. The Contractor acknowledges that any failure to obtain or acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Scope of Work.
- (c) The Contractor shall acquire, on behalf of Owner/ Employer, in the Owner's/ Employers' name, all permits, approvals and/ or licenses from all stakeholders/ service providers/ manufacturers/ developers that are necessary for the setting up of the ERP & operation of it till its desired duration as mentioned under the Contract, including, but not limited to, entry permits for all imported Owner's/ Employer's Equipment (if any). In this regard, any document required from Owner/ Employer shall be intimated at least 10 days prior to submission. Contractor has to ensure safe keeping of the documents/ licenses and diligent use. It is the responsibility of the contractor to safe keep and return all the approvals, permits, licenses, certificates and other relevant document generated as a result of the setting up of ERP and O&M process to the Owner.
- (d) The Contractor shall acquire in its name all permits, approvals and/ or licenses from all stakeholders/ service providers/ manufacturers/ developers that are necessary for the setting up of the ERP, including, but not limited to, are necessary for the Performance of the Contract.
- (e) Contractor shall also seek for any exemption applicable for the project as per the orders released from GOI time to time in appropriate Formats including all the required attachments. In this regard, contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of Owner/ Employer. However, all the documents required from Employer, as needed for the process, will be provided by Owner/ Employer. The demand of such documents shall be made to the Owner/ Employer in at least 10 days advance.

- (f) The Contractor shall comply with all laws in force at the place, where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless the Employer/ Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.
- (g) Any software/ hardware, material, spares & spares inventory and services that will be incorporated in or be required for the facilities and other supplies shall have their origin.
- (h) Unless otherwise specified in the Contract or agreed upon by the Owner/ Employer and the Contractor, the Contractor shall provide/ deploy sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, spares, other materials and facilities; and shall perform all work and services of whatsoever nature, to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of "Scope of Works and Supply by the Owner/ Employer" to the Contract Agreement at or before the time specified in the program furnished by the Contractor and in the manner thereupon specified or as otherwise agreed upon by the Owner/ Employer and the Contractor.
- (i) Without repugnance of any other condition, it shall be the responsibility of the Contractor executing the work, to work in close cooperation and coordinate the Work with all the sub-contractors and Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary support services etc. and making good the same to the desired finish as per specification. The Contractor before finally submitting the scheme to the Engineer-in-Charge/ Project Manager, shall have the written agreement of the other agencies. The Engineer- in-Charge, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The Contractor shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the Work or any temporary works. The Contractor shall keep the Employer/ Owner indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

11.4.22 Other Agencies at Site

The Contractor shall have to execute the Work in such place and conditions where other agencies may also be engaged for other works. No claim shall be entertained due to Work being executed in the above circumstances.

11.4.23 Notice

To the Contractor

Any notice hereunder may be served on the Contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address

furnished by the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.

To the Employer/ Owner

Any notice to be given to the Employer/ Owner under the terms of the Contractor shall be served by sending the same by Registered mail to or delivering the same at the offices of Employer/ Owner at the mentioned address in the Tender document.

11.4.24 Right of Various Interests

i) The Employer/ Owner reserves the right to distribute the work between more than one agency(ies). The Contractor shall cooperate and afford other agency(ies) reasonable opportunity for access to the Work for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the Employer/ Owner or by other agency(ies) employed by the Employer/ Owner is contingent upon Work covered by this Contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge/ Project Manager to secure the completion of the various portions of the work in general harmony.

11.4.25 Patents and Royalties

- (a) The copyright in all drawings, documents and other materials containing data and information furnished to the Owner/ Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Owner/ Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Owner/ Employer shall however be free to reproduce all drawings, documents, specification and other material furnished to the Owner/ Employer for the purpose of the contract including, if required, for operation and maintenance of the facilities.

The Contractor shall indemnify the Owner/ Employer against third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof.

The Contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this Contract, is covered by a patent under which the Contractor is not licensed then the Contractor before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this Contract. In the event the Contractor fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the Employer/ Owner as a result such failure will be defended by the Contractor at his own expense and the Contractor will pay any damages and costs awarded in such suit. The Contractor shall promptly notify the Employer/ Owner if the Contractor has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the Employer/ Owner of any equipment,

machinery, materials, process, methods to be supplied hereunder. The Contractor agrees to and does hereby grant to Employer/ Owner, together with the right to extend the same to any of the subsidiaries of the Employer/ Owner as irrevocable, royalty free license to use in any country, any invention made by the Contractor or his employee in or as result of the performance of the Work under the Contract.

- (b) All charges on account of royalty, toilage, rent or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Employer/ Owner, if any) shall be borne by the Contractor.
- (c) The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, any substances, or materials obtained from any mode for the purpose of the Work or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials and produce shall be the property of the Employer/ Owner provided that the Contractor may with the permission of the Engineer-in-Charge/ Project Manager, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the Engineer-in-Charge/ Project Manager.

11.4.26 Liens

- (a) If, at any time there should be evidence or any lien or claim for which the Employer/ Owner might have become liable and which is chargeable to the Contractor, the Employer/ Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer/ Owner against such lien or claim and if such lien or claim be valid, the Employer/ Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund or pay to the Employer/ Owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. Employer/ Owner reserves the right to do the same.
- (b) The Employer/ Owner shall have lien on all materials, equipment including those brought by the Contractor for the purpose of erection, testing and commissioning of the Work.
- (c) The final payment shall not become due until the Contractor delivers to the Engineer-in-Charge/ Project Manager a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Contractor in a form approved by Engineer-in-Charge/ Project Manager that all invoices for manpower, materials, services have been paid in lien thereof and if required by the Engineer-in-Charge/Project Manager in any case an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the manpower and material for which a lien could be filled.
- (d) Contractor will indemnify and hold the Employer/ Owner harmless, for a period of 02 (Two) years after the issue of Final Certificate, from all liens and other encumbrances against the Employer/ Owner on account of debts or claims alleged to be due from the Contractor or his Sub-Contractor to any person including Sub-Contractor and on behalf of Employer/ Owner will defend at his own expense, any claim or litigation brought against the Employer/ Owner or the Contractor in connection therewith. Contractor shall defend or contest at his own expense any fresh claim or litigation by any person including his Sub-Contractor, till

its satisfactory settlement even after the expiry of 02 (Two) years from the date of issue of Final Certificate.

11.4.27 Delays by Employer/ Owner or his Authorized Agents

- (a) In case the Contractor's performance is delayed due to any act or omission on the part of the Employer/ Owner or his authorized agents, then the Contractor may be given due extension of time for the completion of the Work after proper due diligence by Employer/ Owner, to the extent such omission on the part of the Employer/ Owner has caused delay in the Contractor's performance of his Work.
- (b) No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer/ Owner reserves the right to seek indulgence of Contractor to maintain the agreed Time Schedule of Completion. In such an event the Contractor shall be obliged for working by Contractor's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

11.4.28 Payment if the Contract is Terminated

- 11.4.28.1 If the Contract shall be terminated as per the provisions of the Tender/ Contract, the Contractor shall be paid by the Employer/ Owner in so far as such amounts or items shall not have already been covered by payments of amounts made to the Contractor for the Work executed and accepted by Engineer-in-Charge/ Project Manager prior to the date of termination at the rates and prices provided for in the Contract and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer-in-Charge of any such items or service comprised in which has been partially carried out or performed.
 - b) Any other expenses which the Contractor has expended for performing the Work under the Contract subject to being duly recommended by Engineer-in-Charge/ Project Manager and approved by Employer/ Owner for payment, based on documentary evidence of his having incurred such expenses.
- 11.4.28.2 The Contractor will be further required to transfer the title, Guarantee/ Warrantee of the Material/ Products/ Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) etc and provide the following in the manner and as directed by the Employer/ Owner.
- a) Any and all completed works.
 - b) Such partially completed Work including drawings, information and Contract rights as the Contractor has specially performed, produced or acquired for the performance of the Contractor.

11.4.29 No Waiver of Rights

Neither the inspection by the Employer/ Owner or any of their officials, Employees or Agents nor any order by the Employer/ Owner for payment of money or any payment for or acceptance of the whole or any part of the Work by the Employer/ Owner nor any extension of time, nor any possession taken by Employer/ Owner shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Employer/ Owner, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other subsequent breach.

11.4.30 Certificate not to Affect Right of Employer and Liability of Contractor

No interim payment certificate(s) issued by the Engineer-in-Charge/ Project Manager of the Employer/ Owner, nor any sum paid on account by the Employer/ Owner, nor any extension of time for execution of the work granted by Employer/ Owner shall affect or prejudice the rights of the Employer/ Owner against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the Work done or of the equipment supplied and no certificate shall create liability for the Employer/ Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by Employer/ Owner or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer/ Owner.

11.4.31 Language and Measures

All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, Operating and Maintenance Instructions, Drawings or any other writing shall be written in English language only. The SI System of measurement shall be used in the Contract unless otherwise specified.

11.4.32 Guarantee Tests & Operations Acceptance and Transfer of Title

11.4.32.1 Functional Guarantees

- (a) The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified under Technical Specifications, subject to and upon the conditions therein specified.
- (b) If, for reasons attributable to the Contractor, the guaranteed level of the Functional Guarantees specified under Technical Specifications are not met either in whole or in part, the Contractor shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/ or additions to the Facilities or any part thereof as may be necessary to meet such Guarantees. The Contractor shall notify the Employer/ Owner upon completion of the necessary changes, modifications and/ or additions, and shall seek the Employer's/ Owner's consent to repeat the Guarantee Test. If the level of the specified Functional Guarantee parameters, as demonstrated even during repeat of the Guarantee Test(s), are outside the acceptable shortfall limit, the Employer/ Owner may at its option, either

- Reject the Facilities and advise immediate replacement to suit the provisions of Technical Specification without any additional cost or;
- Reject the Facilities and recover the payments already made, or;
- Terminate the Contract and recover the payments already made, or;
- Accept the facilities after levy of liquidated damages in accordance with the provisions specified.

11.4.32.2 Facility Performance Guarantee Test

The Facility Performance Guarantee (as mentioned in TS) Test shall be conducted by the Contractor after Commissioning of the Facilities to ascertain whether the Facilities or the relevant part(s) can attain the Functional Guarantees specified in the Contract Documents. The Contractor's and Project Manager's advisory personnel shall attend the Guarantee Test. The Employer/ Owner shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof). The detailed procedure for Performance Guarantee Test shall be carried out as per procedure laid down in Technical Specifications.

11.4.32.3 Operational Acceptance

- (a) Operational Acceptance shall occur in respect of the Facilities when:
 - The Facility Performance Guarantee Test in accordance with the procedure specified in the tender document/ specifications has been successfully completed and the Functional Guarantees are met; or
 - The Contractor has paid the liquidated damages, if any, specified in GCC Clause hereof;
- (b) At any time after any of the events set out in GCC Sub- Clause have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in any form acceptable to the Employer/ Owner in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.
- (c) The Project Manager shall, after consultation with the Owner/ Employer, and within thirty (30) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate or inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate.
- (d) If within thirty (30) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities shall be deemed to have been accepted as at the date of the Contractor's said notice.
- (e) Subsequent to Operational Acceptance of the Facilities by the Employer/ Owner and within 10 days of the commencement of the O&M period, the Contractor shall furnish an Indemnity Bond which is to be executed by the contractor for the Facility handed over by Employer/ Owner for performance of its O&M Contract (Entire ERP Facility).

11.4.32.4 Final Acceptance

- (a) Final Acceptance shall occur in respect of the Facilities when:
 - The Plant have achieved the Operational acceptance and served the O&M for the period stipulated under the contract agreement; and
 - All the contractors' liabilities under the O&M contract have been satisfied; and
 - Contractor has provided the list of recommended spares with detailed specification, source and price for further procurement; and
 - The Contractor has paid the liquidated damages, if any thereto;
- (b) At any time after the events set out in GCC Sub - Clause have occurred, the Contractor may give a notice to the Project Manager requesting the issue of Final Acceptance Certificate in any form acceptable to the Owner/ Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.
- (c) The Project Manager shall, after consultation with the Employer/ Owner, and within thirty (30) days after receipt of the Contractor's notice, issue Final Acceptance Certificate or inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Final Acceptance Certificate.
- (d) If within thirty (30) days after receipt of the Contractor's notice, the Project Manager fails to issue the Final Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Final Acceptance Certificate, the Facilities shall be deemed to have been accepted as at the date of the Contractor's said notice.
- (e) The O&M contract period may further be extended as per mutually agreed terms and conditions. The contractor is allowed to submit his intent at the time of Final acceptance.

11.4.32.5 The title of Ownership of supplies furnished by the Contractor shall not pass on to the Employer/ Owner for all Supplies till the same are finally accepted by the Employer/ Owner after the successful completion of Performance Test and Guarantee Test and issuance of Final Certificate.

11.4.32.6 However, the Employer/ Owner shall have the lien on all such works performed as soon as any advance or progressive payment is made by the Employer/ Owner to the Contractor and the Contractor shall not subject these works for use other than those intended under this Contract.

11.4.33 Release of Confidential Information

- (a) The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this Contract or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the Employer/ Owner.
- (b) The Owner/ Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data

or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer/Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.

- (c) The Owner/ Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Owner/ Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.
- (d) The obligation of a party above, however, shall not apply to that information which
 - Now or hereafter enters the public domain through no fault of that party
 - Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
 - Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- (e) The above provisions of this GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- (f) The provisions of this GCC Clause 11.4.33 shall survive termination, for whatever reason, of the Contract.

11.4.34 Operation & Maintenance (O & M)

- (a) The Operation and Maintenance shall be comprehensive. The maintenance service provided shall ensure proper functioning of the ERP system as a whole and to the extent covered in the Contract. All preventive/ routine maintenance and breakdown/ corrective maintenance required for ensuring maximum uptime shall have to be provided. Accordingly, the Comprehensive Operation & Maintenance shall have two distinct components as described below:

- (b) **Preventive/ Routine Maintenance:**

This shall be done by the Contractor regularly and shall include all the routine activities and any other activity including the associated, as mentioned in TS Clause, wear and tear that may be required for proper functioning of the ERP system as a whole. Necessary maintenance activities, Preventive and Routine for associated activities related to ERP System also shall be included.

- (c) **Breakdown/ Corrective maintenance:**

Whenever a fault occurs, the Contractor has to attend to rectify the fault & the fault must be rectified within the prescribed time (as defined in the TS) of occurrence of fault, failing

which the Contractor will be liable for additional liquidated damages as per reference to the generation parameters accumulated in similar/ associated equipment of the Plant and the LD shall be levied as per the provisions therein. The contractor must maintain all the records pertaining to all such faults and necessary measures taken.

The date of Comprehensive Operation & Maintenance Contract period shall begin on the date of Successful demonstration of guaranteed PR i.e., Operational acceptance. However, operation of the ERP System means operation of system as per bid and workmanship in order to keep the project trouble free covering the guarantee period. The contractor must demonstrate the committed parameters in accordance with commitment made in the Techno-Commercial Enclosures of the Bid.

(d) Service Level Agreement (SLA)

1. Contractor shall make efforts to maintain 100 % serviceability of complete ERP System including all other associated infrastructure developed by the Contractor during execution of project as its scope of work.
2. Contractor shall produce monthly serviceability report for individual components of the system & associated infrastructure to the employer/ Owner by 5th of next month.
3. Contractor shall maintain a Complaint log book, which shall include the timing of logging of complaint including unique Complaint number, time of closure of complaint & its Root Cause Analysis.
4. Any complaint related to unserviceability/ improper functioning of any & all component of the ERP System including but not limited to individual component which is not attended & rectified within 48 hours, shall attract a penalty of INR 1,000 per 24 hours, which shall be over & above GCC Clause. If such complaint is not rectified within 480 hours from logging of complaint. Employer/ Owner may choose to rectify the same through any other agency at the risk of Contractor and Employer/ Owner shall recover 110% of such cost incurred from subsequent payment to the contractor.
5. Such rectification work carried out by Employer/ Owner doesn't exempts/ relieves Contractor from its responsibility towards subsequent operation, maintenance, repair & replacement of such component/ infrastructure of the ERP System or meeting the performance parameters of the ERP System.
6. O&M Routine & Manpower: Contractor shall provide Preventive/ Routine Maintenance schedule based on Original Equipment manufacturer and good engineering practices. The team deployed for the O&M must have a manpower structure as per the requirement of Employer/ Owner.

11.4.35 Completion of Contract

Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Period of Liability/ Validity of the Contract as provided under Section - XI, Special Conditions of Contract (SCC).

11.4.36 Commissioning & Spares

- (a) As soon as installation of the Facilities has, in the opinion of the Contractor, been completed as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the owner/ Employer (Project Manager/ EIC) in writing to witness the pre- commissioning of the facility.
- (b) As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities is ready for Commissioning, the Contractor shall so notify the Project Manager in writing. The Contractor shall commence Commissioning of the facilities as per the tender documents.
- (c) Commissioning of the Facilities shall be completed by the Contractor as per procedures detailed in the Technical Specifications and in the presence of the Project Manager or the representatives of the Owner/ Employer.
- (d) If the Project Manager notifies the Contractor of any defects and/ or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub- Clause.
- (e) If the Project Manager is satisfied that the Facilities have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeat notice, issue a Completion Certificate stating that the Facilities have reached Completion as at the date of the Contractor's repeat notice.
- (f) If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/ or deficiencies within seven (7) days after receipt of the Contractor's repeat notice, and the above procedure shall be repeated.
- (g) If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/ or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Clause or within seven (7) days after receipt of the Contractor's repeated notice under GCC Clause, or if the Employer/ Owner makes use of the Facilities, then the Facilities shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's/ Owner's use of the Facilities, as the case may be.
- (h) As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Owner/ Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.
- (i) Upon Completion, commissioning and successful demonstration of the facilities, the contractor shall be responsible for the care and custody of the Facilities, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof for the agreed duration of operation and maintenance as stipulated and mutually agreed terms and conditions.

The Contractor shall furnish to the Employer/ Owner all spares required for Commissioning of the facilities, recommendatory and/ or mandatory spares, which are required essential by the manufacturer/ supplier. The same shall be delivered at Site prior to Commissioning. Also, the Contractor should furnish the manufacturing drawings/ details for fast wearing spares.

11.5. General Obligations

11.5.1 Execution of Work

- (a) All the Works shall be executed in strict conformity with the provisions of the Contract Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge/ Project Manager whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications and to the entire satisfaction of the Engineer-in-Charge/ Project Manager. The Contractor shall provide all necessary materials equipment manpower etc. for execution and maintenance of Work till completion unless otherwise mentioned in the Contract.
- (b) All materials shall be of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as may be specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.
- (c) The Contractor shall supply & deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading & unloading and safe storage of materials at project site at his own cost & risk.
- (d) If the Contractor offers equipment manufactured in accordance with other international well recognized standards (mentioned above), he shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The Plant, equipment, and materials offered by the Contractor should comply with one consistent set of Standards only to make the system compatible and work in harmony as far as possible, except if mentioned otherwise.

11.5.2 Unforeseen/ Differing Site Conditions

- (a) If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant and Equipment or Contractor's Equipment, notify the Project Manager in writing of

- The physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen
- The additional work and/ or Plant and Equipment and/ or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions
- The extent of the anticipated delay
- The additional cost and expense that the Contractor is likely to incur and the breakup of the same.

On receiving any notice from the Contractor under this GCC Sub- Clause, the Project Manager shall consult and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor of the actions to be taken.

- (b) Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Clause shall be paid by the Employer/ Owner to the Contractor as an addition to the Contract Price, after submission of relevant documents justifying same.
- (c) If the Contractor is delayed or impeded in the Performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Clause, the Time for Completion shall be extended in accordance with GCC Clause.

11.5.3 Change in Laws and Regulations

If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/ or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Employer/ Owner and the Contractor/ assignee of Foreign Contractor (if applicable). This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and shall also not be applicable on bought out items dispatched directly from sub- vendor works to site. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

11.5.4 General Conditions for Work

- (a) The normal working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the Employer/ Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the Contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Employer/ Owner on this account.

- (b) The Contractor must arrange for the placement of manpowers in such a way that the delayed completion of the Work or any part thereof for any reason whatsoever will not affect their proper employment. The Employer/ Owner will not entertain any claim for idle time payment whatsoever.
- (c) The Contractor shall submit to the Employer/ Owner/ Engineer-in-Charge/ Project Manager reports at regular intervals regarding the state and progress of Work. The details and proforma of the report will mutually be agreed after the award of Contract. The Contractor shall provide reports showing progress and manpower strengths at worksite, if directed by the Engineer-in-Charge/ Project Manager.

11.5.5 Design and Engineering

The Work covered under this Contract having to be executed by the Contractor on a lump-sum firm price/ item rate quoted by him, the Employer/ Owner will not accept any proposals for changes in Value of Contract or extension in time on account of any such changes which may arise to the Contractor's scope of Work as a result of detailed Engineering and thereafter during the execution of Work. The only exception to this will be a case where the Employer/ Owner requests in writing to the Contractor to upgrade the Specifications or the size of any major pieces of equipment, plant or machinery beyond what is normally required to meet the scope of Work as defined in the Contract Document. In such cases, a change order will be initialed by the Contractor at the appropriate time for the Employer's/ Owner's prior approval giving the full back-up data for their review and for final settlement of any impact on price.

11.5.6 Specifications and Drawings

- (a) The Contractor shall execute the basic and detailed design and engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good and sound engineering practice.
- (b) The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager/ EIC or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Owner/ Employer.
- (c) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Owner/ Employer, by giving a notice of such disclaimer to the Project Manager/ EIC.

11.5.7 Codes and Standards

- (a) Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of bid submission shall apply unless otherwise specified.
- (b) Approval/ Review of Technical Documents by Project Manager

The Contractor shall prepare list of documents as per technical specifications and furnish to the Project Manager for Approval of the same and Review of work schedule.

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

- (c) Within ten (10) days after receipt by the Project Manager of any document requiring the Project Manager's approval, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.
- (d) The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
- (e) If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be deemed to have been approved.
- (f) The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be as per the Contract Co-ordination procedure.
- (g) If any dispute or difference occurs between the Employer/ Owner and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/ or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be settled in accordance with GCC Clause (Settlement of Dispute) hereof. If such dispute or difference is referred as per GCC clause, the Project Manager shall give instructions as to whether and if so, how, Performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitration upholds the Contractor's view on the dispute, then the Contractor shall be reimbursed by the Owner/ Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitration shall decide, and the Time for Completion shall be extended accordingly.
- (h) The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- (i) The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Clause.

If the Project Manager requests any change in any already approved document and/ or in any document based thereon, generally shall be taken care by the contractor if the change is not causing any major financial impact.

11.5.8 Drawings/ Documents to be Supplied by the Owner/ Employer

- (a) The drawings/ documents attached with tender, if any, are only for the general guidance to the Contractor to enable him to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the Drawings/ Documents and formed an idea about the Work involved.
- (b) Detailed working drawings/ documents on the basis of which actual execution of the Work is to proceed, will be furnished from time to time during the progress of the work. The Contractor shall be deemed to have gone through the Drawings/ Documents supplied to him thoroughly and carefully and in conjunction with all other connected drawings/ documents and bring to the notice of the Engineer-in-Charge/ Project Manager discrepancies, if any, therein before actually carrying out the Work.
- (c) Copies of all detailed working drawings/ documents relating to the Work shall be kept at the Contractor's office on the site and shall be made available to the Engineer-in-Charge/ Project Manager at any time during the Contract. The drawings and other documents issued by the Employer/ Owner shall be returned to the Employer/ Owner on completion of the Work.

11.5.9 Drawings/ Documents to be Supplied by the Contractor

- (a) The drawings/ data which are to be furnished by the Contractor shall be furnished within the specified time.
- (b) Where approval/ review of drawings/ documents before commencement of work has been specified, it shall be Contractor's responsibility to have these drawings/ documents prepared as per the directions of Engineer-in-Charge/ Project Manager and got approved before proceeding with commencement of work. Any change that may have become necessary in these drawings/ documents during the execution of the work shall have to be carried out by the Contractor to the satisfaction of Employer/ Owner at no extra cost. All final drawings/ documents shall bear the certification stamp duly signed by both the Contractor and Engineer-in-Charge/ Project Manager.
- (c) The Drawings/ Documents submitted by the Contractor shall be reviewed by the Engineer-in-Charge/ Project Manager as far as practicable within 10 (Ten) working days and shall be modified by the Contractor, if any modifications and/ or corrections are required by the Engineer-in-Charge/ Project Manager. The Contractor shall incorporate such modifications and/ or corrections and submit the final drawings/ documents for approval. Any delays arising out of failure by the Contractor to rectify the drawing/ document in good time shall not alter the Contract Completion Time.
- (d) As built drawings/ documents showing all corrections, adjustments etc. shall be furnished by the Contractor in 06 (Six) Hard Copies and 01 (One) Soft Copy for record purposed to the Employer/ Owner.

11.5.10 Stores Supplied by the Employer/ Owner

- (a) If the Specification of the Work provides for the use of any material of special description to be supplied from the Employer's/ Owner's stores or it is required that the Contractor

shall use certain stores to be provided by the Employer/ Owner, such materials and stores, there for as hereinafter mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of the Contract, the Contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the Contract only. After the completion of the Work, however, the Contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

- (b) All materials so supplied to the Contractor shall remain the absolute property of the Employer/ Owner and shall not be removed on any account from the Site of the Work, and shall be at all times open for inspection to the Engineer-in-Charge/ Project Manager. Any such materials remaining unused at the time of the completion or termination of the Contract shall be returned to the Employer's/ Owner's stores or at a place as directed by the Engineer-in-Charge/ Project Manager in perfectly good condition at Contractor's cost.

11.5.11 Material Procured with Assistance of Employer/ Return of Surplus

Notwithstanding anything contained to the contrary in any or all the clauses of this Contract where any materials for the execution of the Contract are procured with the assistance of the Employer/ Owner either by issue from Employer's/ Owner's stock or purchases made under order or permits or licenses issued by Government, the Contractor shall hold the said materials as trustee for the Employer/ Owner and use such materials economically and solely for the purpose of the Contract and not dispose them off without the permission of the Employer/ Owner and return, if required by the Engineer-in-Charge/ Project Manager, shall determine having due regard to the condition of the materials.

11.5.12 Discrepancies between Instructions

Should any discrepancy occur between the various instructions furnished to the Contractor, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Engineer-in-Charge/ Project Manager's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge/ Project Manager whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

11.5.13 Action where no Specification is Issued

In case of any class of Work for which there is no Specification supplied by the Employer/ Owner as mentioned in the Tender Documents such Work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the Work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/ Project Manager.

11.5.14 Inspection of Works

- (a) The Engineer-in-Charge/ Project Manager will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Contractor's premises/ workshops wherever situated, premises/ workshops of any person, firm or corporation where Work in connection with the Contract may be in hand or where materials are being

or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/ Project Manager every facility and assistance to carry out such inspection. The Contractor shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-Charge/ Project Manager or his representative to visit the Work shall have been given to the Contractor, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than 07 (Seven) day notice in writing to the Engineer-in-Charge/ Project Manager before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection.

- (b) The Contractor is to provide at all time during the progress of the Work and the maintenance period, proper means of access and the necessary attendance to move and adopt as directed for inspection or measurements of the Work by the Engineer-in-Charge/ Project Manager.
- (c) The Contractor shall make available to the Engineer-in-Charge/ Project Manager free of cost all necessary instruments and assistance in checking or setting out of Work and in the checking of any Work made by the Contractor for the purpose of setting out and taking measurements of Work.

11.5.15 Tests for Quality of Work

- (a) All workmanship shall be of the respective kinds described in the Contract Documents and in accordance with the instructions of the Engineer-in-Charge/ Project Manager and shall be subjected from time to time to such test as the Engineer-in-Charge/ Project Manager may direct at the place of manufacture or fabrication or on the site or at all or any such places. **The cost of inspection/ pre-dispatch inspection/ in-stage inspection shall be borne by Contractor. Such pre-dispatch inspection(s) at the manufacturer's facility shall be carried out in the presence of the Employer/ Owner or their authorized representatives, for such items as is specified by the Engineer-in-Charge/ Project Manager. Travel expenses for such inspections shall be borne by the Employer/ Owner. However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation borne by the Employer/ Owner shall be on account of the Contractor.** The Contractor shall provide assistance, instruments, manpower and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/ Project Manager.

11.5.16 Samples for Approval

- (a) The Contractor shall furnish to the Engineer-in-Charge/ Project Manager for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the Work. Such samples shall be submitted before the Work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual Work shall be fully equal to the approved samples.

11.5.17 Action and Compensation in case of Bad Work

If it shall appear to the Engineer-in-Charge/ Project Manager that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of the Work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Engineer-in-Charge/ Project Manager or his authorized representative specifying the Work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the Engineer-in-Charge/ Project Manager in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of 1% (One Percent) of the estimated cost of the whole Work, for every week limited to a maximum of 10% (Ten Percent) of the value of the whole Work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge/ Project Manager may on expiry of notice period rectify or remove and re-execute the Work or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the Contractor. The decision of the Engineer-in-Charge/ Project Manager as to any question arising under this clause shall be final and conclusive.

11.5.18 Suspension of Works

- (a) i) Subject to the provisions of sub-para (ii) of this clause, the Contractor shall, if ordered in writing by the Engineer-in-Charge/ Project Manager, or his representative, temporarily suspend the Works or any part thereof for such written order, proceed with the Work therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Works as aforesaid will be granted to the Contractor should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Contractor.
- ii) In case of suspensions of entire Work, ordered in writing by Engineer-in-Charge/ Project Manager, for a period of more than 03 (Three) months, the Contractor shall have the option to terminate the Contract.

11.5.19 Employer/ Owner may do Part of Work

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract the Employer/ Owner has the alternative right, instead of assuming charge of entire Work, to place additional manpower force, tools, equipment and materials on such parts of the Work, as the Employer/ Owner may designate or also engage another Contractor to carry out the Work. In such cases, the Employer/ Owner shall deduct from the amount which otherwise might become due to the Contractor, the cost of such work and material with 10% (Ten Percent) added to cover all departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the Employer/ Owner.

11.5.20 Possession prior to Completion

The Engineer-in-Charge/ Project Manager shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract Agreement. If such prior possession or use by the Engineer-in-Charge/ Project Manager delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly.

11.5.21 Defects Liability Period [12 (Twelve) Months Period of Liability from the date of Operational Acceptance]

- (a) The Contractor must warrant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.
- (b) If it shall appear to the Project Manager that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contractor are unsound or otherwise not in accordance with the Contract, the Contractor shall on demand in writing inform the Project Manager or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the Project Manager in its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. The decisions of the Project Manager in this regard shall be final and binding.
- (c) The Contractor shall also be undertaking the operation and maintenance of the Facility and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract.
- (d) The Defect Liability Period shall be of twelve (12) months from the date of completion of the Facilities, during which the Contractor must repair any defect identified by the Project Manager/ EIC after commissioning of the System. All the expenses to repair the defects shall be borne by the contractor and no additional cost charged to the Employer/ Owner ("Defects Liability Period").
- (e) If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Owner/ Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.
- (f) Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any

- defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:
- Improper operation or maintenance of the Facilities by the Contractor during operation and maintenance of the Facility; and
 - Operation of the Facilities outside specifications of the Facilities.
- (g) The Owner/ Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Owner/ Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.
- (h) The Owner/ Employer shall provide the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this Clause (Defect Liability). The Contractor may, with the consent of the Employer/ Owner, remove any Plant and Equipment or any part of the Facilities that are defective from the Site, if the nature of the defect and/ or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- (i) If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, the Employer/ Owner may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.
- (j) If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Employer/ Owner and the Contractor for the original equipment/ part of the Facilities.
- (k) If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Employer/ Owner may, following a notice to the Contractor, proceed to do such work, and the costs incurred by the Employer/ Owner in connection therewith shall be paid to the Employer/ Owner by the Contractor or may be deducted by the Employer/ Owner from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which the Owner/ Employer may have against the Contractor in respect of such defects.
- (l) If the Facilities or any part thereof cannot be used by reason of such defect and/ or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer/ Owner because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/ replacement shall have the defect liability period of twelve (12) months from such replacement.
- (m) In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified.

- (n) The Bidder's liability under this contract for any reason, what so ever, shall be limited to the total Contract Price (Including T & D)

11.5.22 Limitation of Liability

Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Agreement or otherwise shall be limited to 100% of Agreement/ Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11.5.23 Guarantee/ Warranty

- (a) As enumerated in Clause no. 9.5.21 (Defect Liability Period) of GCC, the overall DLP should stand valid for a period of 12 (Twelve) Months from the date of Operational Acceptance. However, Contractor needs to ensure Guarantees/ Warranties to the best possible extent for the successful execution of the Contract. Subsequently, necessary Guarantee/ Warranty Certificate shall be produced by the Contractor prior to Operational Acceptance of the Facility. **Guarantee/ Warranty as defined under Scope of work and Technical specifications will prevail in this clause**

For the major Material/ Products/ Spares of the works & Systems the Contractor shall invariably engage OEMs/ Sub-Contractors who are specialists in the field and OEM's/ OPM's/ firms of repute and such a OEM/ OPM/ Sub-Contractor shall furnish guarantees/ warranties for their workmanship to the Employer/ Owner directly in the name of Employer/ Owner only without any deviation . The Contractor shall give the guarantee/ warranty to the Employer/ Owner directly for other minor Material/ Products/ Spares.

- (b) The Contractor must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- (c) During the period of Warranty/ Guarantee the Contractor shall remain liable to replace any defective parts, that becomes defective in the Plant, of its own manufacture or that of its sub-Contractors, under the conditions provided for by the Contract under and arising solely from faulty design, materials, workmanship or any reason attributable to works carried out by the contractor, provided such defective parts are not repairable at Site. After replacement, the defective parts shall be returned to the Contractors works at the expense of the Contractor unless otherwise arranged.
- (d) At the end of guarantee period, the Contractor's liability shall cease. In respect of goods not covered by the GCC Sub Clause, the Employer/ Owner shall be entitled to the benefit of such guarantee given to the Contractor by the original Contractor or manufacturer of such goods.
- (e) During the Operation & Maintenance and guarantee period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to the Owner/ Employer within a reasonable time as may be considered from the date of receipt of such intimation

from the Employer/Owner failing which the Employer/ Owner reserves the right to take up rectification work at the risk and cost of the Contractor.

11.5.24 Care of Works

From the commencement to completion of the Work, the Contractor shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the Work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the Work shall be in good order and in conformity in every respects with the requirement of the Contract and the Engineer-in- Charge's instructions.

11.5.24.1 Defects Prior to Taking Over

If at any time, before the Work is taken over, the Engineer-in-Charge/ Project Manager shall:

a) Decide that any works done or materials used by the Contractor or by any Sub-Contractor is defective or not in accordance with the Contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of Contract (all such matters being hereinafter, called 'Defects' in this clause), and

b) As soon as reasonably practicable, gives to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified. In case, Contractor shall fail to do so, the Employer/ Owner may take, at the cost of the Contractor, such steps as may take in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the Employer/ Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-in-Charge/ Project Manager with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the Work has been completed in accordance with the Contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there provided in clause 9.5.21 (a) of General Conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge/ Project Manager shall issue a Certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the Work have been so completed and have passed the said tests and the Employer/ Owner shall be deemed to have taken over the Work on the date so certified. If the Work has been divided into various groups in the Contract, the Employer/ Owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer-in-Charge/ Project Manager shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group/ section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (Twelve) months from the date of completion of Work.

11.5.24.2 Defects after Taking Over

In order that the Contractor could obtain a Completion Certificate he shall make good, with all possible speed, any defect arising from the defective materials supplied by the

Contractor or workmanship or any act or omission of the Contract or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such Work will be normally 01 (One) Month. If any defect be not remedied within a reasonable time, the Employer/ Owner may proceed to do the Work at Contractor's risk and expense and deduct from the final bill such amount as may be decided by the Employer/ Owner. If by reason of any default on the part of the Contractor a Completion Certificate has not been issued in respect of any portion of the Work within 01 (One) Month after the date fixed by the Contract for the completion of the Work, the Employer/ Owner shall be at liberty to use the Work or any portion thereof in respect of which a completion certificate has not been issued, provided that the Work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

11.5.25 Guarantee/ Transfer of Guarantee

For the major Material/ Products/ Spares of the works & Systems the Contractor shall invariably engage OEMs/ Sub-Contractors who are specialists in the field and OEM's/ OPM's/ firms of repute and such a OEM/ OPM/ Sub-Contractor shall furnish guarantees/ warranties for their workmanship to the Employer/ Owner directly in the name of Employer/ Owner only without any deviation. The Contractor shall give the guarantee/ warrantee to the Employer/ Owner directly. For other minor Material/ Products/ Spares.

In case of the contract termination/ cancellation and wherein the title of Guarantee/ Warrantee for the major Material/ Products/ Spares of the works & Systems is in the name of the contractor, then all such Guarantee/ Warrantees for all such major products/ material/ spares will have to be mandatorily transferred in the name of Owner as soon as the contract is terminated/ cancelled & no plea/ deviation from the contractor side will be entertained in this regard.

11.5.26 Indemnity

If any action is brought before a Court, Tribunal or any other Authority against the Employer/ Owner or an officer or agent of the Employer/ Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury or death caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep the Employer/ Owner and/ or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

11.6 Certificates and Payments

11.6.1 Schedule of Rates and Payments

11.6.1.1 Contractor's Remuneration

The price to be paid by the Employer/ Owner to Contractor for the whole of the Work to be done and for the performance of all the obligations undertaken by the Contractor under

the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding Clause of this clause) and payment to be made accordingly for the Work actually executed and approved by the Engineer-in-Charge/ Project Manager. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Contractor under the Contract and no further or other payment whatsoever shall be or become due or payable to the Contractor under the Contract.

11.6.1.2 Schedule of Rates to be Inclusive

The prices/ rates quoted by the Contractor shall remain firm till the issuance of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the Work to the Employer/ Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the Work and materials required though the Contract Document may not fully and precisely furnish them. Tenderers shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of Work and materials as may be reasonable and necessary to complete the Work. The opinion of the Engineer-in-Charge/ Project Manager as to the items of Work which are necessary and reasonable for Completion of Work shall be final and binding on the Contractor, although the same may not be shown on or described specifically in Contract Documents. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the Contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

11.6.1.3 Schedule of Rates to Cover Royalties, Rents and Claims

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all Royalties and Fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Work, also all Royalties, Rents and other payments in connection with obtaining materials of whatsoever kind for the Work and shall include an Indemnity to the Employer/ Owner which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the Work of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on Work shall be borne by the Contractor.

11.6.1.4 Schedule of Rates to Cover Taxes and Duties

No exemption or reduction of Customs Duties, Goods & Service Tax (GST) on Works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or Local Body or Municipal Taxes or from or of any other body, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the Work.

11.6.1.5 Schedule of Rates to Cover Risks of Delay

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of Work which occur from any causes including orders of the Employer/ Owner in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

11.6.1.6 Schedule of Rates Cannot be Altered

(a) For Engineering, Procurement and Commissioning (EPC) Contracts or Lumpsum Turnkey (LSTK) Contracts, the total Project/ Contract Value stands to be fixed inclusive of entire items, Materials, Spares, Consumables, Services, Installation and all quoted and unquoted items/ Services in the Bill of Quantity (BOQ) of the Tender/ Contract. Contract Value of such EPC Contracts comprises of all the related costs required for successful execution of the work. The final payment outlay or total cost of the project will be limited to the total value of the EPC Contract and O & M Contract. Any kind of variations related to Total Contract Value shall be to Contractor's account. The payment will be made according to the Work actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Work done and preparing running account bill.

(b) For Item Rate Contracts, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Contractor and agreed to by the Employer/ Owner and cannot be altered.

Based on the mechanism of Tender as described in the Special Conditions of Contract (SCC), the methodologies described above shall prevail. However, payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

11.6.2 Procedure for Measurement and Billing

11.6.2.1 Billing Procedure

11.6.2.2 Secured Advance on Material

Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

11.6.2.3 Dispute in Mode of Measurement

In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of Work, mode of measurement as per latest Indian Standard Specifications shall be followed.

11.6.2.4 Rounding-Off of Amounts

In calculating the amount of each item due to the Contractor in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more up to one rupee shall be reckoned as one rupee.

11.6.3 Lumpsum in Tender

The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the Contract after certification by Engineer-in-Charge/ Project Manager.

11.6.4 Running Account Payments to be regarded as Advance

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for Work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or of the occurring of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the Employer/ Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract. The final bill shall be submitted by the Contractor within 01 (One) Month of the date of physical completion of the Work; otherwise, the Engineer-in-Charge/ Project Manager's certificate of the measurement and of total amount payable for the Work accordingly shall be final and binding on all parties.

11.6.5 Notice of Claims for Additional Payments

- (a) Should the Contractor consider that he is entitled to any extra payment for any extra/ additional Works or Material change in original Specifications carried out by him in respect of Work he shall forthwith give notice in writing to the Engineer-in-Charge/Project Manager that he claims extra payment. Such notice shall be given to the Engineer-in-Charge/Project Manager upon which Contractor bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Contractor must intimate his intention to lodge claim on the Employer/ Owner within 10 (Ten) days of the commencement of happening of the event and quantify the claim within 30 (Thirty) days, failing which the Contractor will lose his right to claim any compensation /reimbursement/ damages etc. or refer the matter to arbitration. Failure on the part of Contractor to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer/ Owner to reject any such claim and no delay in dealing therewith shall be waiver by Employer/ Owner of any of this rights in respect thereof.
- (b) Engineer-in-Charge/ Project Manager shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due

deliberations thereon. However, Contractor shall be obliged to carry on with the Work during the period in which his claims are under consideration by the Employer/ Owner, irrespective of the outcome of such claims, where additional payments for Works considered extra are justifiable in accordance with the Contract provisions, Employer/ Owner shall arrange to release the same in the same manner as for normal Work payments. Such of the extra works so admitted by Employer/ Owner shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract.

11.6.6 Payment of Contractor's Bill

- (a) Payment due to the Contractor shall be made by the Employer/ Owner either by e-Banking or by Account Payee Cheque forwarding the same to registered office or the notified office of the Contractor. In no case, will Employer/ Owner be responsible if the cheque is mislaid or misappropriated by unauthorized person/ persons. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp. Payment shall be made in Indian Currency (INR) only.
- (b) In general payment of final bill shall be made to Contractor within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the Contract.

11.6.7 Receipt of Payment

- (a) Receipt for payment made on account of work when executed by a company, must be signed by a person holding due power of attorney in this respect on behalf of the Contractor, except when the Contractor's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

11.6.8 Completion Certificate

11.6.8.1 Application for Completion Certificate

When the Contractor fulfils his obligation under Clause 11.5.24.1 he shall be eligible to apply for Completion Certificate. The Engineer-in-Charge/ Project Manager shall normally issue to the Contractor the Completion Certificate within 01 (One) Month after receiving any application therefore from the Contractor after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in the construction and erection drawings, and the Contract Documents. The Contractor, after obtaining the Completion Certificate, is eligible to present the final bill for the Work executed by him under the terms of Contract.

11.6.8.2 Completion Certificate

Within 01 (One) Month of the completion of the Work in all respects, the Contractor shall be furnished with a certificate by the Engineer-in-Charge/ Project Manager of such completion, but no certificate shall be given nor shall the Work be deemed to have been executed until all surplus materials and rubbish is cleared off the Site completely nor until the Work shall have been measured by the Engineer-in-Charge/ Project Manager whose measurement shall be binding and conclusive. The Works will not be considered as

complete and taken over by the Employer/ Owner, until all the temporary works, manpower and any other proprietary of contractor are cleared to the satisfaction of the Engineer-in-Charge/ Project Manager. If the Contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the Work, the Engineer-in-Charge/ Project Manager may at the expense of the Contractor remove such surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

11.6.8.3 Completion Certificate Documents

For the purpose of Clause 11.6.8 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Work was carried out.
- ii) 06 (Six) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the Engineer-in-Charge/ Project Manager.
- iii) Completion Certificate for 'Embedded' and 'Covered up' work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various Works.
- vi) Material appropriation, Statement for the materials issued by the Employer/ Owner for the Work and list of surplus materials returned to the Employer's/ Owner's store duly supported by necessary documents.

11.6.9 Final Decision and Final Certificate

Upon expiry of the period of liability and subject to the Engineer-in-Charge/ Project Manager being satisfied that the Works have been duly maintained by the Contractor during the periods as hereinbefore provided in Clauses 11.5.21, 11.5.22, 11.5.23 & 11.5.24 and that the Contractor has in all respect duly made-up any subsidence and performed all his obligations under the Contract, the Engineer-in-Charge/ Project Manager shall (without prejudice to the rights of the Employer/ Owner to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-in-Charge/ Project Manager notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Employer/ Owner.

11.6.10 Certificate and Payments on Evidence of Completion

Except the Final Certificate, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the Employer/ Owner of the due performance of the Contract or any part thereof or of occupancy or validity of any claim by the Contractor.

11.6.11 Deductions from the Contract Price

All costs, damages or expenses which Employer/ Owner may have paid or incurred, which under the provisions of the Contract, the Contractor is liable/ will be liable, will be claimed

by the Employer/ Owner. All such claims shall be billed by the Employer/ Owner to the Contractor regularly as and when they fall due. Such claims shall be paid by the Contractor within 15 (Fifteen) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Employer/ Owner may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Employer/ Owner of such claims.

11.7 Taxes and Insurance

11.7.1 Goods & Service Tax (GST)/ Taxes

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and GST/ all Taxes now in force or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now in force or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractors, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/ Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer/ Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

11.7.2 Goods & Service Tax (GST)

Bidder should quote all-inclusive prices including the liability of GST (in line with the given Price Schedule Format) whether on the works contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract. Employer/ Owner shall not be responsible for any such liability of the Contractor in respect of this Contract.

11.7.3 Statutory Variations

- (a) Goods & Service Tax (GST) [applicable for both Centre and state] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates/ prices and the total bid-price submitted by the Bidder. Applicable rate of taxes shall be indicated in Agreed price Schedule formats.
- (b) In case of any variation (positive/ negative) in existing rates of GST/ taxes or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be.

All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the Price Schedule.

- (c) However, any increase in the rate of these taxes, duties and levies beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to Employer/ Owner.

11.7.4 Insurance

- (a) During the entire Contract period including O&M period, i.e., during Construction & O&M period, all insurance related expenses shall be borne by the Contractor. The goods supplied as well as the services provided under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Employer/ Owner shall not incur any financial loss, as long as the plant continues to remain under the custody of the Contractor. During O&M period also (after the Contract period is over), the insurances shall be in the scope of the contractor.
- (b) In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Contractor shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor.
- (c) The Contractor shall arrange to supply/ rectify/ recover the materials even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Contractor.
- (d) In case of any delay of the project attributable to the Contractor, the Contractor himself in consultation with Owner/ Employer should take the extension of insurance. Any financial implications shall, however, be borne by the Contractor.
- (e) The Contractor should arrange for providing insurance coverage to its workmen/ manpower under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen/ manpower. The Contractor shall also undertake a Third Party Insurance. The Owner/ Employer will not be responsible for any such loss or mishap.
- (f) All other insurance like In - transit insurance (Marine/ Cargo/ others as applicable), Contractor All Risk, Erection All Risk, workmen compensation, third party liability, insurance against theft and acts of GOD and others as required for the Implementation and O&M of the ERP System and to indemnify the Employer/ equipment/ material and resources shall be borne by the Contractor. Fire insurance is to be arranged by the Contractor up to the years of O&M of the Contract.
- (g) Owner/ Employer shall be named as co - insured under all insurance policies taken out by the contractor pursuant to GCC Clause, except for the workmen compensation, third party liability and Owner's/ Employer's liability insurances. Also, Contractors' sub - contractor shall be named as co - insured under all insurances taken out by the contractor pursuant to GCC Clause except for Cargo insurance, workmen compensation insurance and Employer's/ Owner's liability insurance. All insurers' rights of subrogation against such co

- insured for losses or claims arising out of the performance of the contract shall be waived under such policies.

- (h) All the insurance cover taken for the construction and O&M period shall be seamless in nature.
- (i) The insurance are to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity/ act. The contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the Employer/ Owner from all associated risks whatsoever.

(j) Employees State Insurance (ESI) Act

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Contractor further agrees to defend, indemnify and hold Employer/ Owner harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by Contractor or Sub-Contractor of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the Employer/ Owner arising under, growing out of or by reasons of the work provided for by this Contractor, by third parties or by Central or State Government authority or any political sub- division thereof. The Contractor agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Contractor's or Sub-Contractor's employees, who are employed in the Work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the Sub-Contractor to deduct the Employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The Contractor shall remit and secure the agreement of Sub-Contractor to remit to the Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The Contractor agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the Sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or Sub-Contractor's account. The Employer/ Owner shall retain such sum as may be necessary from the total Value of Contract until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the Contractor when the ESI Act is extended to the place of work.

“The Contractors shall have the registration with EPFO & ESIC. The EPF & ESI contribution on the part of Employer/ Owner in respect of this Contract shall be paid by the Contractor. These contributions on the part of Employer/ Owner paid by the Contractor shall be reimbursed by the Engineer-in-Charge/ Project Manager to the Contractor on actual basis”.

(k) Workmen Compensation and Employer's/ Owner's Liability Insurance

Insurance shall be effected for all the Contractor's employees engaged in the performance of this Contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor

to provide workman's Compensation and Employer's/ Owner's liability insurance for the later employees if such Employees are not covered under the Contractor's Insurance.

(l) Accident or Injury to Workmen

The Employer/ Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Contractor or any Sub-Contractor save and except an accident or injury resulting from any act or default of the Employer/ Owner, his agents or servants and the Contractor shall indemnify and keep indemnified the Employer/ Owner against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

(m) Transit Insurance

In respect of all items to be transported by the Contractor to the Site of Work, the cost of transit insurance should be borne by the Contractor and the quoted price shall be inclusive of this cost.

(n) Comprehensive Automobile Insurance

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including Employer's/ Owner's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the Employership of such vehicles.

(o) Comprehensive General Liability Insurance

A) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

B) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

C) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site.

The value of third party liability for compensation for loss of human life or partial/ full disablement shall be of required statutory value but not less than INR 2 (Two) Lakhs per death, INR 1.5 (One and Half) Lakhs per full disablement and INR 1 (One) Lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to INR 10 (Ten) Lakhs to death.

D) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

E) The Contractor shall take out insurance policy in the joint name of Employer/ Owner and Contractor from one or more nationalized insurance company from any branch office at Project site.

F) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER/ OWNER:

Contractor shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to Employer/ Owner. He shall also carry and maintain any other insurance which may be required by the Employer/ Owner.

11.7.5 Damage to Property or to any Person or any Third Party

- (a) Contractor shall be responsible for making good to the satisfaction of the Employer/ Owner any loss or any damage to structures and properties belonging to the Employer/ Owner or being executed or procured or being procured by the Employer/ Owner or of other agencies within in the premises of all the work of the Employer/ Owner, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.
- (b) The Contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer/ Owner or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer/ Owner or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer/ Owner or ascertained or demanded by the third party shall be borne by the Contractor. Third party liability risk shall be INR 1 (One) Lakh for single accident and limited to INR 10 (Ten) Lakhs.
- (c) The Contractor shall indemnify and keep the Employer/ Owner harmless of all claims for damages to property other than Employer's/ Owner's property arising under or by reason of this agreement, if such claims result from the fault and/ or negligence or willful acts or omission of the Contractor, his employees, agents, representative of Sub-Contractor.

11.8 Labour Laws

11.8.1 Labour Laws & Indemnity Bond

- i) No labour/ manpower below the age of 18 (Eighteen) Years shall be employed on the Work.
- ii) The Contractor shall not pay less than what is provided under law to laborers engaged by him on the Work.
- iii) The Contractor shall at his expense comply with all labour laws and keep the Employer/ Owner indemnified in respect thereof.
- iv) The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Contractor is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Work under the Contract. Such fee/ deposit shall be borne by the Contractor.
- vi) The Contractor shall employ labour/ manpower in sufficient numbers either directly or through Sub- Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge/ Project Manager.
- vii) The Contractor shall furnish to the Engineer-in- Charge the distribution return of the number and description, by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge/Project Manager a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Contractor shall comply with the provisions of the Payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- ix) The Engineer-in-Charge/ Project Manager shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Contractor shall indemnify the Employer/ Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Contractor's. In the event of the Contractor

committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Contractor shall without prejudice to any other liability pay to the Employer/ Owner a sum not exceeding INR 5000 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge/Project Manager and in the event of the Contractor's default continuing in this respect, the Liquidated Damages may be enhanced to INR 5000 per day for each day of default subject to a maximum of 01 (One) Percent of the estimated cost of the Work put to tender. The Engineer-in-Charge/Project Manager shall deduct such amount from bills or Contract Performance Security of the Contractor and credit the same to the Welfare Fund constitute under these acts. The decision of the Engineer-in-Charge/ Project Manager in this respect shall be final and binding.

- xi) The Contractor shall also indemnify to keep the Owner/ Employer harmless from any act of omission or negligence on the part of the Labour Laws compliance in following the statutory requirements with regard to Labour laws. Against the signing of the contract, The Indemnity Bond shall be furnished by contractor as per Format enclosed under Forms and Formats for the labour law compliance. Further, in case the laws require the Employer/ Owner to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer/ Owner.

11.8.2 Implementation of Apprentices Act, 1961

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the Contract and the Engineer-in-Charge/ Project Manager may, at his discretion, cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

11.8.3 Contractor to Indemnify the Employer/ Owner

- (a) The Contractor shall indemnify the Employer/ Owner and every member, office and employee of the Employer/ Owner, also the Engineer-in-Charge/Project Manager and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 95 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Employer/ Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Employer/ Owner shall not be liable for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Employer/ Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or his Sub-Contractor the Contractor shall indemnify and keep indemnified the Employer/ Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

(b) Payment of Claims and Damages

Should the Employer/ Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Employer/ Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Employer/ Owner to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

- (c)** In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the Employer/ Owner is obliged to pay compensation to a workman employed by the Contractor in execution of the Work, the Employer/ Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Employer/ Owner under Section 12, Sub- section (2) of the said Act, Employer/ Owner shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the Contractor whether under this Contract or otherwise. The Employer/ Owner shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the Contractor and upon his giving to the Employer/ Owner full security for all costs for which the Employer/ Owner might become liable in consequence of contesting such claim.

11.9 Applicable Laws & Settlement of Disputes

11.9.1 Adjudicator

- (a)** If any dispute of any kind whatsoever shall arise between the Owner/ Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities-whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract-parties shall seek to resolve such a dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.
- (b)** The dispute adjudication board (DAB) shall consists of either one or three suitably qualified member ("the Members").
- (c)** If the DAB consists of three members, each party shall nominate one member for the approval of the other party. The parties shall consult both the members and shall agree upon third member, who shall be appointed as Chairman of DAB.
- (d)** The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner/ Employer or the Contractor within fifty - six (56) days of such reference, the decision shall become final and binding upon the Owner/Employer and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

- (e) Should the Adjudicator resign or prolonged absence from work assigned due to unforeseen circumstances, or should the Owner/Employer and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the contract, a new Adjudicator shall be jointly appointed by the Owner/ Employer and the Contractor. Failing agreement between the two within twenty eight (28) days, the new Adjudicator shall be appointed at the request of either party or by the Appointing Authority. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between the Owner/ Employer and the Contractor.

11.9.2 Arbitration

- (a) Unless otherwise specified, the matters where decision of the Engineer-in-Charge/ Project Manager is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator. The Employer/ Owner shall suggest a panel of three independent and distinguished persons to the Bidder/ Contractor/ Supplier (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 (Thirty) Days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer/ Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer/ Owner on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/ awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be New Delhi, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of New Delhi. Bidders/ Suppliers/ Contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (Uncitral Model Law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the Uncitral Arbitration Rules on 15th December 1976.

- (b) **FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:**

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause.

The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

11.9.3 Jurisdiction

The Contract shall be governed by and constructed according to the laws in force in INDIA. The Contractor hereby submits to the jurisdiction of the Courts situated at “**State of the Owner of the Project as defined in the SCC**” for the purposes of disputes, actions and proceedings arising out of the Contract, the courts at “**State of the Owner of the Project**” only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

11.10 Safety Codes

11.10.1 General

Contractor shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with Safety rules as set forth herein.

Any hazardous material used during construction or used as part of the plant has to be taken back by the supplier for recycling or dumping purpose after its operating/ working life, so that it may not affect the environment or any living being. Bidder(s) have to comply with NCT of Delhi State Pollution Board regulation.

11.10.2 Safety Regulations

- i) In respect of all labour/ manpower, directly employed in the Work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Contractor shall observe and abide by all fire and safety regulations of the Employer/ Owner. Before starting construction work Contractor shall consult with Employer's/ Owner's safety Engineers or Engineer-in-Charge/ Project Manager and must make good to the satisfaction of the Employer/ Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Employer's/ Owner's existing property.

11.10.3 First Aid and Industrial Injuries

- i) Contractor shall maintain first aid facilities for its employees and those of its Sub-Contractor.
- ii) Contractor shall make outside arrangements for Ambulance Service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer/ Owner prior to start of construction and their telephone numbers shall be prominently posted in Contractor's Site Office.

- iii) All critical industrial injuries shall be reported promptly to Employer/ Owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer/ Owner.

11.10.4 General Rules

Smoking within the Employer's/ Owner's Office or Building is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

12. Section XI: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding Clause number(s) of the GCC is/ are indicated in parentheses.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1	Definitions (Clause No. 11.1)	<p>The Employer/ Owner/ Purchaser is:</p> <p>Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre Saket, New Delhi - 110 017</p> <p>Kind Attn.: General Manager (C & P) / Manager (C & P) Telephone Nos.: - 0091-(0)11-71989256/ 71989294 Fax No.: - 0091-(0)11-71989243 E-mail: - contracts@seci.co.in</p> <p>The Consultant is:</p> <p>PricewaterhouseCoopers Pvt. Limited (PwC), Building 8, 7th & 8th Floor Tower B, DLF Cyber City Gurgaon - 122 002</p>
2		<p>The Engineer-in-Charge is:</p> <p>"To be nominated"</p>
3		<p>Time for Completion is:</p> <p>The implementation of ERP will be in two phases:</p> <p>i. Finance and Human Resource Management: Both business functions will have to Go-Live in December'2018.</p> <p>ii. Other Business functions specified in Scope of Work will have to Go-Live by June'2019.</p> <p>Further Contractor is also to provide Operation & Maintenance Services Post Implementation of ERP (after successful stabilization period). The O&M period will be 05 (Five) years mandatory.</p>

4	Location of Site (Clause No. 11.2.1)	<p>The Location of Site is:</p> <p>The ERP System shall be implemented at the corporate office of Purchaser/ Employer/ Owner located at New Delhi.</p>
5	New Clause (Notice of Operation)	<p>The Contractor shall not carry out important operation without the consent in writing of the Purchaser/ Employer/ Owner or his representative. For carrying out such important activity, the Contractor shall intimate to the Purchaser/ Employer/ Owner at least 72 hours before starting of the job.</p>
6	New Clause (Contract Performance Security/ Performance Guarantee)	<p>Against Implementation Contract and O&M Contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/ Letter of Allocation from Employer/ Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as below. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the Owner as "Solar Energy Corporation of India Limited, New Delhi".</p> <p>The Contract Performance Security against this Contract need to be furnished in 02 (Two) different stages as mentioned below: -</p> <ol style="list-style-type: none"> 1. First Stage: The value of the Contract Performance Security shall be 10% of the Contract Value (i.e., total sum of the Implementation/ Service Contract excluding License Fee and O & M Part) and will remain initially valid upto 90 (Ninety) days beyond final Go-Live period, i.e. upto and inclusive 30.09.2019. The contractor need to extend the validity subsequently incase the Go-Live period is extended due to any reason at its own expenses. 2. Second Stage: The value of the Contract Performance Security shall be 10% of the Contract Value (i.e., total sum of the O & M Contract) and will remain valid 90 (Ninety) days beyond the O & M Period. Contractor needs to furnish the Contract Performance Security amounting 10% of the total Contract Value as mentioned above prior to 30 (Thirty) days from first Go-Live (i.e. on or before 30.11.2018). 3. In case the Contractor fails to furnish the Contract Performance Security mentioned under the Second Stage within the indicated time period as mentioned above under point no. 2, Purchaser/ Employer/ Owner at their sole discretion will forfeit the Contract Performance Security furnished at First Stage.

		<p>4. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.</p> <p>5. In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security.</p> <p>6. Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Employer/ Owner at its sole discretion may cancel the Contract Agreement/ NOA/ LOI/ LOA & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 40 (Forty) days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>7. Rest of the standard Performance Security clauses will prevail as per ITB clause 2.8.4.</p>
7	New Clause (Performance Measurement Procedure)	The ERP System performance will be evaluated as defined under Sections IV, V, VI and VII.
8	New Clause (Award of Contract)	<p>Employer/ Owner shall issue separate Orders (NOA/ LOI/ LOA) for different components of the contract i.e.,</p> <p>a. First Contract (Implementation Contract): For providing all services i.e. Implementation of ERP System on Cloud Platform including Supply of Licenses, performance testing and any other services specified in the Contract Documents.</p> <p>b. Second Contract (O & M Contract): For O & M job covering the entire scope of work for Operation and Maintenance activities</p> <p>Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.</p>
9	New Clause (Payment Terms)	<p>The payment shall be made as per the procedure and methodology defined under Clause No. 5.4 of Section-IV, Scope of Work.</p> <p>All the payment shall be released from Owner's Head Office, New Delhi maximum within 30 (Thirty) Days upon submission of Original Documents as mentioned against each Payment</p>

		Milestones, Joint Commissioning and Handing Over Certificate duly certified by the authorized representative of Employer/ Owner.
10	New Clause (Starting of Works)	<p>The date of issue of Notification of Award (NOA) shall be treated as the Zero day for the start of work & there by Contract Timeline. The Contractor shall be required to start the work immediately upon issue of Notification of Award (NOA) and shall thereof, report to the Project Manager/ Engineer-in-charge accordingly. During initial 15 days following things are to be accomplished;</p> <p>(a) PM/ EIC at its own discretion may call a kick-off meeting, where broader guidelines of Scope shall be discussed.</p> <p>(b) Contractor's representative from Procurement, design, Project Execution team shall participate in this meeting & submit their Plan with respect to assigned works.</p> <p>(c) Contractor shall submit the baseline schedule of Project activities within 15 days from the date of NOA.</p> <p>(d) Communication Protocol for Project coordination to be frozen by the PM/ EIC, within this timeline Contractor must identify & communicate the details of their nodal persons for Procurement, Design & Execution.</p>