



## **Solar Energy Corporation of India Limited** (A Government of India Enterprise)

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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/072019](#)**

**Dated : 02/07/2019**

### **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: 02/07/2019

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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 National Solar Mission (NSM) and achievement of targets set therein.

In the present outlook of the RE sector, especially Solar & Wind 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. 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 ISN-ETS portal (<https://www.bharat-electronictender.com>) as well as on SECI's website <http://www.seci.co.in>. Interested bidders shall download the NIT documents from the **ETS Portal** (<https://www.bharat-electronictender.com>) as per the provisions available therein.

Interested bidders have to necessarily register themselves on the **ETS Portal** (<https://www.bharat-electronictender.com>) through M/s Electronic Tender.com (India) Pvt Ltd., Gurugram 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 Electronic Tender.com (India) Pvt. Ltd. to complete the registration formalities. The address of M/s Electronic Tender.com (India) Pvt. Ltd. is mentioned on the NIT documents. All required documents and formalities for registering on ISN-ETS portal 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 ISN-ETS portal namely (<https://www.bharat-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 Electronic Tender.com (India) Pvt. Ltd 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 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 (<https://www.bharat-electronictender.com>)

[electronic tender.com](http://electronic tender.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 (<https://www.bharat-electronic tender.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 to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this NIT shall be uploaded on ETS website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETS website. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on ETS 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 ETS'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.bharat-electronic tender.com> through ETS, 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.bharat-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 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 (<https://www.bharat-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal 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.

| ETS Helpdesk                      |   |
|-----------------------------------|---|
| CONTACT DETAILS OF ISN-ETS Portal | M/s <b>Electronic Tender.com (India) Pvt. Ltd.</b><br>Gurugram<br>Contact Person : ISN-ETS Support Team<br>Customer Support:+91-124-4229071,4229072<br>(From 10:00 Hrs to 18:00 Hrs on all working Days<br>i.e. Monday to Friday except Govt. Hoildays) |
|                                   | Email-ID<br>support@isn-ets.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](http://www.seci.co.in)
2. **The Tender Processing Fee is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/ DIC Categories 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 <https://www.bharat-electronictender.com> and/ or Employer's website [www.seci.co.in](http://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)}.**

- a. Original Non-Refundable Tender Processing Fee as per clause no. 2.2.5 of ITB
- b. Original Non-Refundable Cost of Tender Document, if applicable
- c. 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per form specified in point no 10.1'
- d. EMD in original as per Clause 2.4.4 of ITB as per form specified in point no 9.1'.
- e. Power of Attorney for authorized signatory in non-judicial stamp paper as per form specified in point no 10.13
- f. Copy of Board Resolution as per form specified in point no 10.4
- g. Shareholding Certificate as per Format 10.15
- h. 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 ETS portal <https://www.bharat-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 ETS 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 10.8
  - 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).
  - XIV. All forms specified under section IX: "Bidding Forms" are required to be duly filled up & submitted along with the bid.
- (b) As part of Second Envelope
- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ETS 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, 10.10.2), 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 10.14, 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/ DIC categories 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 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 ETS 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 may 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/ Stabilization 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 shall be rejected.

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.  | <b>SECI/C&amp;P/NIT/ERP/072019</b>  |
| Last Date of Submission  | <b>02.08.2019 (1100 hrs)</b>  |
| Bids Submitted by  | <b>(Enter Full name and address of the Bidder)</b>  |
| Authorized Signatory   | <b>(Signature of the Authorized Signatory)<br/>(Name of the Authorized Signatory)<br/>(Stamp of the Bidder)</b>   |
| Bid Submitted to   | <b>Solar Energy Corporation of India Limited<br/>(A Government of India Enterprise)<br/>D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building<br/>District Center, Saket<br/>New Delhi - 110 017</b> |

- 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 <https://www.bharat-electronictender.com> and/ or Employer's website [www.seci.co.in](http://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, 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**

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 10.10.2. The lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA).
- 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.
- d) SECI will issue Notification of Award (NOA) to the Lowest Bidder (L1) of the Price offered to the Bidder whom has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the tender document.
- e) In case of a tie, when the evaluated Financial offers of two or more Technically qualified bidders are same and Lowest (i.e. L-1), then SECI will offer for snap Bid for financial Bid only from both the bidders, the lowest bidder (L1) of the price offered in snap bid as per price format will be recommended for the Notification of Award (NOA).

- f) In case of snap bid as mentioned clause e above, the revised financial bid (snap bid) in the, shall be submitted by bidders qualified for snap bid. The revised financial bid (snap bid) shall be submitted as per intimation given by SECI. The revised financial bid shall be opened after 30 minutes of its scheduled submission time in presence of the bidders, who wish to be present "Snap Bids" - Bids from the bidders decided by SECI, the only revised financial bid/proposal, shall be submitted with the condition that the revised financial bid/proposal should be less than the earlier submitted financial bid/proposal and the prices received in the snap bid shall be considered for Evaluation.

### ***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 signing of contract agreement 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. In case 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. In case 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 10.14, 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 45 (Forty Five) 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**

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><b>The Purchaser/ Employer/ Owner is:</b></p> <p>Solar Energy Corporation of India Limited<br/>(A Government of India Enterprise)<br/>D - 3, 1st Floor, Wing - A, Prius Platinum Building<br/>District Center, Saket<br/>New Delhi - 110 017<br/>India</p>         |
| ITB 2.1.1 | <p>The name of the bid is: <b>Notice Inviting Tender (NIT) for Implementation of ERP on Cloud Platform, Supply of Licenses and Operation &amp; Maintenance of ERP at SECI</b></p> <p>The identification number of the Bid is : <b>SECI/C&amp;P/NIT/ERP/072019</b></p> |

### 3.2. Bidding Document

|           |  |
|-----------|--|
| ITB 2.3.2 | <p>For clarification purposes only, the Purchaser/ Employer/ Owner's address is:</p> <p>General Manager (Contracts &amp; Procurement)<br/>Solar Energy Corporation of India Limited<br/>(A Government of India Enterprise)<br/>D - 3, 1st Floor, Wing - A, Prius Platinum Building<br/>District Centre, Saket<br/>New Delhi - 110 017, India<br/>Ph. : 0091 11 71989200<br/>E-mail : <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></p>  |
| ITB 2.3.2 | <p>The schedule for the Pre-bid conference is:</p> <p><b>Date: 12.07.2019</b><br/><b>Time: 1500 hrs (IST)</b><br/><b>Venue: SECI Office, New Delhi</b></p> <p>Bidders should note the following for bid related queries/ clarifications:</p> <ol style="list-style-type: none"> <li>1. All queries/ clarifications related to the bid document need to be emailed three (3) days before the scheduled pre-bid conference.</li> <li>2. All queries/ clarifications needs to be sent at <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a><br/>No other email ID or mode of submission will be allowed.</li> <li>3. Bidders needs to clearly mention (i) Page No., (ii) Clause No. and (iii) Query/ Clarification required</li> </ol> <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 25,000/- (Indian Rupees Twenty Five Thousand Only including 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 from the date of techno-commercial bid opening of the bids prescribed by the Employer.  |

### 3.4. Submission And Opening of Bids

|           |   |
|-----------|---|
| ITB 2.5.1 | <p>The identification of this bidding process is: <b>Single stage Two Envelope</b>.</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 : <b>"Single stage Two envelope"</b></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>GM (Contracts &amp; Procurement)<br/>Solar Energy Corporation of India Limited<br/>(A Government of India Enterprise)<br/>D - 3, 1st Floor, Wing - A, Prius Platinum Building<br/>District Center, Saket<br/>New Delhi - 110 017, India<br/>Ph. : 0091 11 71989200<br/>E-mail : contracts@seci.co.in</p> |
| ITB 2.5.2 | <p>The deadline for bid submission is:</p> <p><b>Date: 02.08.2019</b><br/><b>Time: 1100 hrs (IST)</b></p>   |
| ITB 2.6   | <p>The bid opening shall take place at:</p> <p>Solar Energy Corporation of India Limited<br/>(A Government of India Enterprise)</p>   |

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

**Date: 02.08.2019**  
**Time: 12:00 PM (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/<br>Supporting Documents   | Page<br>no. of<br>Bid<br>(bidder<br>to fill) |
|-----------------------|-----------------------------|--|---|--|
| <b>Bidder Details</b> |                             |  |   |  |
| 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 2016-2017, 2017-2018 and 2018-2019) should be at least <b>INR 8.4 Crores</b> .    | Audited Annual Accounts for each Year duly certified by the Statutory Auditors. <b>In case the Audited Annual Accounts for the FY 2018-2019 are not available</b> |  |

| S.No | Criteria                                     | Description  | Allowable Evidence/<br>Supporting Documents  | Page<br>no. of<br>Bid<br>(bidder<br>to fill) |
|------|--|--|--|--|
|      |  |  | with the bidder, MAAT shall be considered for the average of its last three preceding years (i.e. FY 2015-2016, FY 2016-2017 and FY 2017-18). A summarized Sheet of Average Turn Over duly certified by a Practicing CA/ Statutory Auditor should be compulsorily enclosed along with corresponding Annual Accounts.   |  |
| 3    | Liquid Asset Requirement/<br>Working Capital | The bidder should have a minimum Working Capital of INR 2.17 Crores as per the last audited financial statement.   | Audited Annual Accounts for FY 2018-2019 duly certified by the Statutory Auditors. <b>In case the Audited Annual Accounts for the FY 2018-2019 are not available with the bidder, the bidder shall submit the Annual Audited Accounts for the FY 2017-2018. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's Bank, having net worth not less than INR 500 Crores, confirming the availability of the line of credit for equal to or more than INR 2.17 Crores.</b> |  |
| 4    | Net Worth                                    | Bidder should have positive Net Worth as of last balance sheet FY 2018-2019 (ending 31 <sup>st</sup> March'2019). Net Worth of the Bidder shall be calculated as per Company Act 2013. | Audited Annual Accounts for FY 2018-2019 duly certified by the Statutory Auditors. <b>In case the Audited Annual Accounts for the FY 2018-2019 are not available with the bidder, the bidder should</b>  |  |

| S.No                      | Criteria   | Description  | Allowable Evidence/<br>Supporting Documents   | Page<br>no. of<br>Bid<br>(bidder<br>to fill) |
|---------------------------|--|--|---|--|
|                           |  |  | <b>submit Practicing CA Certificate.</b>  |  |
| 5                         | OEM Authorization  | Bidder should be authorized implementation partner of the ERP product offered.   | Letter/ MAF (Manufacture's Authorization Form) from OEM of ERP product  |  |
| 6                         | Bidder should be a CMM/ CMMi Level 3 or higher certified | Certification as per criteria. If the certificate expires, then the document showing that certification extension request has been submitted with the relevant authorities, will be Considered valid.  | Copy of a valid certificate self-attested by the authorized signatory of the bidder. If the certificate has expired, then the document showing that certification extension request has been submitted with the relevant authorities, will be considered valid. |  |
| 7                         | 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.  | Declaration as per form specified in point no 10.7  |  |
| <b>Project Experience</b> |  |  |   |  |
| 8                         | In India   | <p>The bidder should have successfully completed:</p> <ol style="list-style-type: none"> <li>At least 03 (Three) ERP implementations of proposed ERP Product in India in last 07 (Seven) years as on last date of submission of bids and these implementations should cover the following Sectors/ Industries/ Organizations: <ul style="list-style-type: none"> <li>One Implementation must be in Government/ PSU;</li> <li>Other implementation(s) can be from any other Sectors/ Industries/ Organizations.</li> </ul> </li> <li>All three implementations must have a minimum of 100 users; and</li> <li>Each such implementation should have covered at least three out of the below listed functions:</li> </ol> | Completion Certificate from the Client(s) on their Company's letterhead and Purchase Order/ Work Order/ Contract Agreement  |  |

| S.No | Criteria                          | Description   | Allowable Evidence/<br>Supporting Documents  | Page<br>no. of<br>Bid<br>(bidder<br>to fill) |
|------|-----------------------------------|---|--|--|
|      |                                   | <ul style="list-style-type: none"> <li>Human Resource Management &amp; Payroll</li> <li>Finance</li> <li>Inventory &amp; Procurement</li> <li>Project Management</li> <li>Supplier Management</li> </ul>  |  |  |
| 9    | ERP Post Go-live Support Services | <p>1. Should have provided at least one year of post go-live support of proposed ERP product for single client as on last date of submission of bids, and</p> <p>2. Proposed ERP implementations must have a minimum of 100 users and</p> <p>3. Implementation should have covered at least three out of the below listed functions:</p> <ul style="list-style-type: none"> <li>Human Resource Management &amp; Payroll</li> <li>Finance</li> <li>Inventory &amp; Procurement</li> <li>Project Management</li> <li>Supplier Management</li> </ul> | 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 Sector in India and such implementation should have covered all the below listed functions: <ul style="list-style-type: none"> <li>Human Resource Management &amp; Payroll</li> <li>Finance</li> <li>Inventory &amp; Procurement</li> <li>Project Management</li> <li>Supplier Management</li> </ul> | 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 site.
- 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 provide all required services for cloud deployment to meet SECI business requirements, ERP performance requirements and service level agreements.
- The Bidder would have to engage with 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 single point of contact for all issues pertaining to ERP including cloud services.
- The Bidder will engage Cloud Service Provider in order to deploy ERP solution for SECI. Bidder will be responsible to submit a copy of such engagement to SECI. Bidder will be required to arrange site visit for SECI official/s at data center of cloud service provider once a year during DR drill.
- The Bidder needs to prepare Bill of Material (BoM) for IT infrastructure i.e. hardware, networking equipment's and additional system software required for implementation and running of ERP on cloud deployment.

- Bidder will provision servers & associated hardware/ software of suitable configuration required for working environments (Production, Quality & Testing, and Training & Development) during the contract period.
- DR site will only replicate the Development, Quality & Production servers.
- 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.
- 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 proposed ERP system should be hosted on a cloud infrastructure having a Data Center (DC) and a Disaster Recovery Center (DR), whose location resides in India.



#### **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 finalization 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 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. A) 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. 1<sup>st</sup> 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

### **B) 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.

### **III. 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. 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 etc.
6. Bids are being evaluated manually and contract is awarded. After contract preparation, it is handed over to concerned department for execution.
7. E-procurement is being carried out with ETS portal currently.

#### **IV. 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.

#### **V. Human Resource Management**

1. Managing all transactions and data related to the entire lifecycle of employee management from recruitment to separation.
2. Compliances: In terms of outsourced employees as well as other legal returns etc.
3. Induction
4. Attendance: Attendance is recorded through the biometric system implemented at the Delhi office.
5. 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
6. Employee Services, including
  - a. Leave Management
  - b. Requests for travel advances / tickets / vehicle
  - c. Travel / Medical / LTC etc.
  - d. Employee loans and advances
7. Performance related payment (PRP) - PRP is paid on an annual basis after due approvals.
8. ESS Portal - ESS portal is used at SECI for viewing pay-slips, tax declaration and other personnel information.
9. Trainings - External trainings requested and attended by the employees are tracked by the HR department.

10. 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.
11. Exit process - NOC documents are required from all relevant departments at the time of exit of employee and full & final settlement.
12. Policies and procedures, service rules, maintaining service book, employee self-service: this module covers storing of all SECI policies and complete employee details in terms of employee name, dependents name, address, service history, promotion history, disciplinary history, training history, payroll related information etc.
13. Training and Development: This module covers the training related processes of the company; training need assessment, training budget, training calendar, nominations, feedback, cost analysis, training expenditure etc and maintenance of database with respect to training attendance, internal trainings conducted etc
14. Recruitment, Manpower planning: This module captures the recruitment process performed by SECI, the procedures of storing selection lists, generating merit lists, formation of interview panel, seniority lists etc as per regulations. It also covers the procedures of manpower planning by calculating vacancies based on the differences in sanctioned and existing strength.
15. Promotion, Regularization / Probation, Appraisal process: This module covers the Performance appraisal process (KPIs, targets, ratings etc), Promotion process (seniority lists, mandatory exams etc) and Regularization or probation process (appraisal process conducted) as per company provisions.
16. Disciplinary cases: This module covers the process of managing disciplinary cases in the organization as per the provisions; it is proposed that the complete workflow from reporting of an misconduct to issuing a show cause notice or initiating a disciplinary enquiry and award of punishment shall be carried out in the system.
17. Changes in Employment status: This module covers the various processes of changes in employment status such as all modes of separation (VRS, CRS, Resignation, Technical Resignation, Retirement and Death), transfers and deputation as per company provisions.
18. Miscellaneous: This module covers the miscellaneous processes in SECI; Travel management, Managing Medical process, Managing Corporate Social Responsibility, Management of LTC and Managing issue of NOC.

## **VI. System Administration**

1. User role maintenance
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

## **VII. 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.
- Supply (as applicable), develop, configure, install, commission all components of solution including ERP software, RDBMS, system software and any other related material or service.
- Deploy resources as required / 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. 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:

| <b>S. No</b> | <b>Resources</b>     | <b>Relevant Experience</b> |
|--------------|----------------------|----------------------------|
| 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 mobilization. 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 / core team members to familiarize them on proposed ERP product modules, functionalities, nomenclature etc.

### ***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 up to 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 functional members/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. If more days of training for any specific module is required, same needs to be provided.
- 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 infrastructure is commissioned and tested to ensure that ERP system is working seamlessly, without any time lag and there is no issue pending.
- Propose project status to SECI management to take go-live or no go-live decision.
- Completion of Pre Go-Live audit process by ERP OEM including compliance by supplier.
- 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.
- Third Party Audit:
  - Bidder to conduct third-party audit w.r.t. security as per the guidelines of Government of India (CERT-In) from CERT-In empaneled agency before go-live of the system.
  - Bidder will have to make necessary changes in the configuration and/or solution as per the recommendations of third-party auditor without any additional cost to the Purchaser.

#### ***5.1.3.6. Phase V: Go-Live/ Production***

During this phase, bidder will be required to 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 10.10.2) 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.

However, overall Penalty value (including LD) of the tender document shall not exceed 10% value of the contract.

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 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 one full time project manager on-site.
- Deploy at least 1 functional resource for each business function and one technical resource on-site for system administration.
- 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 9:30 AM to 6:30 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 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.

- Bidder to provide ERP OEM level technical training and global certification for 2 members of SECI IT team.
- Training needs to be carried out at corporate office 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 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:

| <b>Training Type</b>            | <b>Participants</b>                  |
|---------------------------------|--------------------------------------|
| ERP Overview                    | SECI Management                      |
| ERP standard functionality      | SECI Business users/ Functional team |
| Functional & Technical Training | SECI Functional and IT team          |
| End-user training               | SECI Employees                       |

#### **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.

| <b>Testing Type</b>        | <b>Objective</b>  |
|----------------------------|---|
| 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.                              |
| Stabilization Test | To test if the solution meets SLA parameters and complete functioning as per requirements |

#### *5.1.3.12 Preparation of BoM for IT infrastructure*

- The bidder will prepare Bill of Material for IT hardware infrastructure, system software and licenses.
- The bidders need to do sizing for adequate infrastructure on cloud deployment, database, all other relevant applications, SECI's current & future user & load growth and provide the information to SECI.
- Bidder is required to create different environments for Development, Testing, Training and Production.
- 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.
- System performance is expected to be within the response times as defined in the SLA parameters. Bidder will be required to size infrastructure to meet these requirements with adequate optimization to avoid under or oversizing of infrastructure.

#### *5.1.3.13. Supply of ERP Suite and database*

The Bidder should propose all required 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 customized solution with in proposed ERP product.

- 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 should have latest in-memory processing capabilities for entire data to reside & be accessible in-memory and 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

- There are 100 users comprising the following functions:

| Sl. No. | Existing Activities / Business Functions |
|---------|--|
| 1       | Power Trading                            |
| 2       | Solar/Wind/PMC projects and Rooftop      |
| 3       | Contract and Procurement                 |
| 4       | Finance and Accounting                   |
| 5       | Human Resource Management                |
| 6       | Information Technology                   |

- The bidder should provide requisite all types of licenses for ERP, related database, additional bolt-on third party tools and all other required tools and/or applications by considering above table.
- All licenses of offered ERP should be interoperable between implemented modules and should be integral part of same ERP product.
- The licenses will be transferred/ assigned to SECI during Business blueprint / elaboration phase (Phase-II). License agreement, if any will form the part of contract agreement.
- 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 readiness for deployment of ERP is complete.
- All ERP software and database licenses will be provided for both DC & DR without any additional cost.

#### 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"> <li>1. Project Inception Report               <ol style="list-style-type: none"> <li>a. Detailed Project Plan (in Work Breakdown Structure along with dependencies)</li> <li>b. Detailed BoM for IT infrastructure on cloud deployment including related software and licenses</li> <li>c. Resource Deployment Plan</li> <li>d. List of complete deliverables</li> <li>e. Communication Matrix</li> <li>f. Project Management Templates</li> <li>g. Roles &amp; Responsibilities and Expectations from SECI</li> </ol> </li> <li>2. Detailed Training Strategy</li> <li>3. Detailed Change Management Requirement &amp; Strategy</li> <li>4. Presentation on ERP product overview to SECI Management</li> </ol> |  |



| Phase                                     | Key Deliverables   | Indicative Timelines (to be finalized with successful bidder as per approved Project plan) |
|---|--|--|
| Phase II: Business Blueprint/ Elaboration | 5. Project Preparation / Inception phase closure report  |  |
|   | 6. Detailed as-is study report including all Existing business processes, work-flows, reporting requirements, process maps<br><br>7. Functional training to SECI on standard functionalities of the ERP product<br>8. Detailed to-be report with identified gap analysis and solutions<br>9. Final Business blueprint / solution design document (including integration / Interface strategy and process with legacy and other required systems)<br>10. Data Collection, Preparation & Migration strategy along with templates<br>11. Cloud Infrastructure Readiness & License delivery<br>12. Business Blueprint / elaboration phase closure Report |  |
| Phase III: Realization / Construction     | 13. Functional and Technical design documents for custom components<br>14. Draft Roles & Responsibilities of Users (Authorization Matrix)<br>15. Unit Test & System Integration Test: <ul style="list-style-type: none"> <li>a . Test Plan,</li> <li>b . Roles &amp; responsibilities,</li> <li>c . Test Scripts,</li> <li>d . Issue log,</li> <li>e . issue resolution report</li> </ul> 16. Realisation / Construction Phase Closure Report  |  |
| Phase IV: Final Preparation/ Transition   | 17. Final Roles & Responsibilities of Users (Authorization Matrix)<br>18. All Master data migration completion report<br>19. All Transaction data migration completion report<br>20. Load and Stress Test report<br>21. Standard Operating Procedure Documents<br>22. Configuration Manual   |  |

|   |   |  |
|---|---|--|
|   | 23. Help Desk structure, process and operational manual<br>24. Pre go-live assessment report (bidder)<br>25. Pre go-live assessment report (ERP OEM) with compliance<br>26. Final Preparation / Transition Phase closure report<br>27. Third party audit report from CERT-In empaneled agency with compliance |  |
|   | 28. Functional & Technical training<br>29. End User Training<br>30. User Manual<br>31. Enterprise wide go-live completion report  |  |
| Phase VI: Post Go-Live Stabilization Period | 32. System Performance Report (SLA compliance)<br>33. Issue log and resolution report<br>34. Successful stabilization phase completion report   |  |
| Operations & Maintenance (O&M)              | 35. Monthly activities report<br>36. Issue log and resolution report (Action Taken Report) - as per requirement<br>37. System Performance Report (SLA compliance) as per requirement  |  |
|   | 38. Monthly progress report<br>39. Phase completion report<br>40. Project Issue log and resolution status report  |  |

### 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 10.10.2).

| 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                 |         |

| BOQ Item | Particulars                   | Remarks |
|----------|-------------------------------|---------|
| 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. Invoice to be furnished by the bidder after milestone/s as detailed below. 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. 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.
5. All payments shall be made to the supplier under this contract in Indian Rupees only.
6. 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.
7. Taxes, as applicable, may be deducted by the Employer before making payment to the Supplier.

| BOQ Item | Milestone   | Percentage   | Contract Amt. Reference | Document  |
|----------|---|--|-------------------------|---|
| <b>1</b> | <b>ERP License</b>  |  |                         |   |
| 1.1      | Actual number of licenses supplied to SECI                      | 100% (pro-rata basis) as per clause 5.3 BOQ item 1 | 10.10.2.1               | 1. Proof of License Purchase and supplied to SECI |
| <b>2</b> | <b>Cloud - Infrastructure and Hosting during Implementation</b> |  |                         |   |
| 2.1      | Cloud Space allocation by cloud vendor along with connectivity  | 100% as per clause 5.3 BOQ item 2                  | 10.10.2.2               | 1. Proof of Certificate from Cloud Vendor.        |

| <b>BOQ Item</b> | <b>Milestone</b>                       | <b>Percentage</b>                | <b>Contract Amt. Reference</b> | <b>Document</b>  |
|-----------------|--|----------------------------------|--------------------------------|--|
|                 |  |                                  |                                | 2. Site visit to review the deployment by SECI IT team<br>3. Confirmation from Bidder for connectivity and access of cloud space along with sign off from SECI |
| <b>3</b>        | <b>Implementation</b>                  |                                  |                                |  |
| 3.1             | Business Blueprint / Elaboration Phase | 10% as per clause 5.3 BOQ item 3 | 10.10.2.3                      | 1. Deliverables as per clause 5.2.2.1 for the respective phase.<br>2. Phase closure sign off from SECI.  |
| 3.2             | Realization / Construction Phase       | 10% as per clause 5.3 BOQ item 3 | 10.10.2.3                      | 1. Deliverables as per clause 5.2.2.1 for the respective phase.<br>2. Phase closure sign off from SECI.  |
| 3.3             | Final Preparation / Transition Phase   | 10% as per clause 5.3 BOQ item 3 | 10.10.2.3                      | 1. Deliverables as per clause 5.2.2.1 for the respective phase.<br>2. Phase closure sign off from SECI.  |
| 3.4             | Go-Live / Production Phase             | 30% as per clause 5.3 BOQ item 3 | 10.10.2.3                      | 1. Deliverables as per clause 5.2.2.1 for the respective phase.<br>2. Phase closure sign off from SECI on Go-Live of all modules.                              |

| <b>BOQ Item</b> | <b>Milestone</b>  | <b>Percentage</b>  | <b>Contract Amt. Reference</b> | <b>Document</b>  |
|-----------------|---|--|--------------------------------|--|
| 3.5             | Post go-Live / Stabilization Phase  | 40% as per clause 5.3 BOQ item 3                               | 10.10.2.3                      | 1. Deliverables as per clause 5.2.2.1 for the respective phase.<br>2. Phase closure sign off from SECI.  |
| <b>4</b>        | <b>Annual Technical Support (ATS) for ERP Licenses</b>                          |  |                                |  |
| 4.1             | ERP Licenses  | 100% at the beginning of ATS year as per clause 5.3 BOQ item 4 | 10.10.2.4                      | 1. Invoice submitted by bidder.  |
| <b>5</b>        | <b>Cloud – Hosting and Support (during O &amp; M)</b>                           |  |                                |  |
| 5.1             | Quarterly Payment - Cloud - Hosting and Support (End of the quarter)            | 25% of per annum cost as per clause 5.3 BOQ item 5             | 10.10.2.5                      | 1. SLA report accepted by SECI<br>2. Site visit at Data Center of Cloud Service Provider by SECI official/s once a year.<br>3. Bidder will submit invoice to SECI every quarter. |
| <b>6</b>        | <b>ERP - Operation &amp; Maintenance - Post successful stabilization period</b> |  |                                |  |
| 6.1             | Quarterly Payment - ERP Operations & Maintenance (End of the quarter)           | 25% of per annum cost as per clause 5.3 BOQ item 6             | 10.10.2.6                      | 1. SLA report accepted by SECI<br>2. Bidder will submit invoice to SECI every quarter.   |

## **5.5. Scope of OEM**

### **5.5.1. Objective**

The ERP implementation at SECI needs to be audited/ reviewed at critical milestone 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.

These services are exclusive of ERP OEM support as part of Annual Technical Services. ERP OEM shall submit its report directly to SECI.

### **5.5.2. Scope Summary**

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

- ERP OEM will participate in critical review meeting if required and recommend appropriate resolution to bidder and SECI on critical activities.
- Conduct audit at pre Go-live phase (Phase-IV), provide appropriate recommendation to bidder and ensure appropriate measures are taken as per OEM standards and practices.

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. ERP Implementation Audit**

##### **5.5.3.1.1. Pre Go-Live Audit**

- ERP OEM will verify and confirm technical preparedness of the system for go-live.
- ERP OEM will review technical & operational procedures, system performance, user support documents & structure as per scope and OEM standards.
- Bidder will have to take corrective actions based on ERP OEM recommendations.

## 6. Section V: Functional Requirement Specifications (FRS)

Note: Compliance of Proposed ERP solution to the Functional Requirement Specifications need to be provided as per the format defined below:

### Format for response to FRS

| S. No. | Requirements | Compliance Status | ERP Module |            |
|--------|--------------|-------------------|------------|------------|
|        |              |                   | Module     | Sub-Module |

Compliance status of proposed ERP solution for each functional requirement need to be filled in format above, with the following guidelines:

1. The Column name "Compliance Status" should only have the response indicators – "SD" or "SC" or "NS".
2. The interpretation for each of these Response indicators is listed below:

| Response | Explanation  |
|----------|--|
| SD       | Standard product feature and supported as delivered out of box                     |
| SC       | Supported by customization/custom objects. This may involve changes to source code |
| NS       | Not supported  |

1. If the response is "SD" or "SC", ERP Product module & sub-module name that will meet the requirement should be specify.

### A.1. Power Trading

| S. No | Requirements  |
|-------|---|
| 1     | System should manage procurement process of power purchase as SECI purchase power from Power Developers (SPDs)/vendors/WPDs and can be able to sell to States DISCOMs/Private Utilities/other consumers/Energy exchange.  |
| 2     | System should have the ability and do on demand for scheduling power supply in advance by Power Developer (SPDs/WPDs/Vendors/Energy exchanges) 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 record and report the schedule solar/Wind /Any other power along with exact generation data from various remote locations for trading of solar/Wind/Any other power.  |
| 4     | System must be capable (and send on requirement) to send automatic notification to Power Developers 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 Power Developers via a control center. |



|    |  |
|----|--|
| 5  | <p>ERP must have an Online portal for the interaction between the vendors and SECI for the following:</p> <ol style="list-style-type: none"> <li>Vendor login, profile, company details.</li> <li>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).</li> <li>Notification emails to vendor/ SPDs/WPDs/Any other power developer and all SLDCs/ RLDCs/REMC.</li> <li>Ability to generate invoices/ park or post invoices by SECI/ Any Power Developers/vendors via online portal which must be fully integrated with ERP.</li> <li>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 integrated with Finance wherein in Invoice is posted automatically on approval and release of payment on consent of approving authority (ies).</li> <li>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 as mentioned in their PPA, without prior permission to SECI. On request from developer and after approval from SECI, the invoices can be raised.</li> <li>SECI must have privileges of an administrator wherein it can control data entering by SPDs /WPDs/Any other power developer i.e. restriction to enter monthly invoice / credit or debit on holidays notified by SECI.</li> <li>Any modification done by SPDs /WPDs/any other power developer on the portal must go through an approval workflow process.</li> <li>Ability for vendor or SPD /WPD /Any other Power Developer to track payments.</li> <li>Language option must be available i.e. to select Hindi or English.</li> </ol> |
| 6  | System should manage different types of data available i.e. estimated data for next day with or without transmission losses which is different for different SLDCs/RLDCs 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 share power schedule with DISCOMs along with revisions if any.   |
| 8  | System should have the ability of workflows wherein approvals by host state SLDC/RLDCs and DISCOMs SLDC on power schedule.   |
| 9  | System should punch same data submitted by SPD/WPDs/Any other Power Developers on RLDC portal after approval or without approval of Host SLDC/RLDCs and seller SLDC/RLDC. 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) s 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 | Wind/Solar/ Any other power may be directly connected with CTU, so suitable modification may be done accordingly for scheduling process.  |
| 12 | CTU connected solar/Wind/Any other Power projects project must follow same scheduling process.  |
| 13 | System should integrate with RLDC/ SLDC website, where in uploaded schedule is fetched by SECI and used for reconciliation`n 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 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 do reconciliation between the SECI uploaded schedule and schedule on RLDC website to avoid any issues in billing.   |
| 16 | System should 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 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.   |
| 18 | System should generate Invoicing – Invoices, Provisional invoices, Supplementary invoices including Late Payment surcharges, Energy Reconciliation 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/Wind 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 generate automatic posting of surcharges on late payment against an invoice with ability to generate a surcharge invoice.   |
| 24 | System should 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 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 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 as and when desired to have fully automated systems.   |
| 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 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 generate all outputs in two languages i.e. Hindi and English with option to select the language.  |
| 32 | System should generate statutory report – CERC –Form IV or any other Statutory requirements.  |
| 33 | System should generate dashboard reports for Management with use of SECI logo.  |
| 34 | System should make Pop-ups, Alert and reminder through various cases as decided by SECI.  |
| 35 | System should do reconciliation Monthly and quarterly for DISCOMs and Power Developers.   |
| 36 | System should add new scheme, scheduling and invoicing of new scheme as and when required without delays.   |
| 37 | System should consolidate log filter for Power Developer and DISCOMs (selection of multiple Power Developers/ DISCOMs along with Transmission, SLDC charges, RLDC charges and any other charges). |
| 38 | System should do auto time selection for scheduling process (i.e. Email timing for SLDC/ RLDC).   |
| 39 | System should control scheduling in a particular block as it should not exceed Power Developers max MW capacity.  |
| 40 | System should enable Power Developers to revise the schedule if changes more than +/-2% (field may be kept dynamic) and accordingly intimation letter will be generated for SLDC/RLDC.            |
| 41 | System should send reminders on periodic basis to all buyers for monthly/outstanding payments.  |
| 42 | System should generate payment approval notes.  |
| 43 | System should do customization in portal as per Government norms and regulation on retrospective basis.   |
| 44 | System should have single portal for different schemes and entire portals must be well integrated so that trading can be carried out seamlessly with low efforts and manpower requirement.        |
| 45 | System should be able to generate Reports/MIS in the format as and when required  |
| 45 | System should be able to make budgetary estimates based upon the projections /additions and previous year traded energy   |
| 46 | System should be able to create replicas of existing software Applications along with the changes as and when suggested   |
| 47 | Entire system may be made automatic with least manual interventions.  |
| 48 | Any changes/incorporations in the portal must be feasible as per the applicable Government rules and regulations.   |

### ***A.2.1 Solar/Wind/Renewable Energy***

| <b>S. No</b> | <b>Requirements</b>   |
|--------------|---|
| 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. (including rooftops, Solar Parks, Trading) |

| S. No | Requirements  |
|-------|---|
| 2     | System should have the ability to manage different projects which are delivered by different vendors/ Solar/Wind Power Developers (SPDs) (awarded based on tenders) under schemes. . (including BESS)   |
| 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     | <p>System should have an online portal which will be used for the interaction between the vendors and SECI for the following:</p> <ol style="list-style-type: none"> <li>1. Vendor login, profile, company details and authorized signatory</li> <li>2. Checklist must be available for vendors for all activities to perform.</li> <li>3. Automated email reminders to vendors in case of non-completion of deadline</li> <li>4. Notification to vendors once documents are verified and approved by SECI</li> <li>5. Vendor must be able to view the checklist status on portal.</li> <li>6. 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.</li> <li>7. Project progress reports – in different formats</li> <li>8. Project completion report</li> <li>9. Continuous project feedback to the vendors</li> <li>10. Subsidy and VGF payments</li> <li>11. Work Order Management-BOQ/BBU entry-Material receipt note-Bill measurement entry-Bill measurement approval</li> <li>12. Design/Engineering-Drawing/project related document/s submission-Drawing/document approval</li> <li>13. Projects Management system– Project Definition, Project Resource Planning, Project accounting , Project Management interface- Project progress monitoring/controlling-Project completion report</li> <li>14. Asset management system-Capital assets-Project assets</li> <li>15. Scheme/ Program cost accounting</li> </ol> |
| 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.  |

| S. No   | Requirements   |
|---|--|
| 12  | Maintain quality related master data, inspection characteristics, inspection methods, where-used lists and replacements related to parts/ spares replacement.  |
| 13  | Manage all Quality Management related requirements, status, renewal dates, schedule etc. of testing, quality/ performance/ environment parameters etc. against each asset/equipment/ plant.  |
| 14  | Quality notifications for processing internal or external problems and initiating corrective action to correct the problems.   |
| 15  | Manage other quality management related requirements-Inspection request-Inspection report-Dispatch clearance   |
| 16  | Manage all Quality Management across business process cycle related aspects including those related to generation, maintenance, procurement, statutory compliances/ licenses/ certificates, internal quality control/ safety / audits etc.   |
| 17  | Client login (for PMC projects) to be given for accessing various types of reports for their specific project only   |
| 18  | For PMC projects - to cover proposal stage covering PFR, offer to client, Work Order from Client, invoicing, receivables, tendering schedule, NIT, Pre-bid stage, post-bid stage, Award recommendation to Client, LOA on EPC Contractor (from Client), Contract Agreements, review meetings, MOM, BG, BBU, MDL with current status, QAP, FQP, Bar chart, Progress reports, Inspection status with MDCC, supply status at site, shortages monitoring, Contract amendments, Compliances status, Billing status with payment to EPC Contractor, trial run and commissioning reports, statutory approvals/ certificates, reconciliation of material. |
| <b>Operations &amp; Maintenance (O&amp;M)</b> |  |
| 19  | Ability to create the equipment master list which includes elements such as: power station, unit, main system, sub-system etc.   |
| 20  | Ability to manage central repository of Operation and Maintenance documents/manuals, master list of safety instructions / isolation requirements (generated along with the permit) etc. with easy search and retrieval and monitor replacement   |
| 21  | Ability to record a defect of an equipment in a user defined format giving details of the defect such as the equipment name, priority of defect, description of defect, impact of the defect on operation, type of job, etc.   |
| 22  | Ability to schedule planned maintenance jobs - with advance alerts   |
| 23  | Ability to send alerts/ SMS/ email (possibly through separate, external systems) to designated users, when a breakdown/ defect is reported   |
| 24  | The system should have a facility to classify maintenance jobs including Breakdown (Corrective)/ Preventive/ Predictive or Condition based/ Seasonal / Planned maintenance (Overhauling) etc.  |
| 25  | Ability to support Activity Based Budgeting i.e. Ability to support maintenance budgets by providing all information such as material, manpower and contracting resource availability.   |
| 26  | Ability to provide information on consumption, stock, procurement status of spares, consumables and services etc. for preparation of a consolidated requirement of spares and consumables for maintenance requirements   |
| 27  | Work Planning and Control  |
| 28  | Monitoring of spares inventory site of T&P and its status  |
| 29  | Calibration status of meters and instruments at site   |
| 30  | Statutory permissions/ clearances status and Due dates for renewal - alerts  |



|    |  |
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| 31 | Various type of reports – generation, CUF, revenue, etc. |
| 32 | Punch list monitoring                                    |
| 33 | O&M Insurance policy monitoring, claims status,          |
| 34 | Warranty period replacements/ repair status              |
| 35 | As-built drawings, NCR status                            |
| 36 | BG status  |

### **A.2.2 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"> <li>1. Vendor login, profile, company details.</li> <li>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.</li> <li>3. Upload of all project related documents by vendor himself on the portal which are required by SECI. Example: bank guarantee.</li> <li>4. Checklist must be available for vendors for all activities to perform.</li> <li>5. Automated email reminders to vendors in case of non-completion of deadline.</li> <li>6. Vendor must access their accounts online and can pay the outstanding invoices using SECI system.</li> </ol> |
| 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   |

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| 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.3. Contract and Procurement***

| S. No | Requirements   |
|-------|--|
| 1     | Management of vendor database on the basis of various parameters from past PO and performance  |
| 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     | Electronic workflow based hierarchical approval of all documents including indents, Purchase Orders, RFP etc.  |
| 9     | System should have the ability to populate the ERP database/s with the pulled data from existing e-procurement portal i.e. ETS or any STQC certified e-tendering/e-procurement system.   |
| 10    | Recording of bid evaluation including details of technical evaluation, comparative analysis of the vendors financial quotation, online hierarchical approvals, generation of Purchase Orders (PO) etc.   |
| 11    | Management of EMD, BG etc including capturing necessary details, monitoring expiry dates, release of payment/ EMD, contract closure etc.   |
| 12    | Monitoring and generation of alerts when contract/ BG etc. is about to expire, payments are due, delays with regard to contract schedule etc.  |
| 13    | Online creation approval of NIT, RFP tender documents, Work Orders/ Purchase Orders etc based on user defined templates, break down works into activities for the purpose of scope of work, scheduling of activities as per requirement, contract, O&M plan and budget allocation etc. |
| 14    | Indenting including availability checking of material in store before indenting, raising of indent with past precedence of consumption and cost, if material is not available in store, monitor the status of indent etc.  |
| 15    | Material Inspection  |
| 16    | Trigger and manage goods receipt inspections   |
| 17    | Ability to manage inspection planning including schedule (pre-dispatch, on receipt, dates etc)   |
| 18    | Ability to capture all data related to inspection processing, creation of inspection lots, detailed inspection results, defects recording, desired quality level, measurement of quality-related costs etc.  |
| 19    | Link quality characteristics with the inspection characteristics in the material specifications  |
| 20    | Online approval of all the report i.e Bid opening report technical and financial, Evaluation reports technical and financial.  |



|    |   |
|----|---|
| 21 | System should have the ability to populate the successful Bidders detail project wise in ERP database   |
| 22 | System should have the ability to populate the schedule of Prebid meeting and e-RA Auction detail project wise and also provide the detail of commissioned project. |

#### **A.4. 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.  |

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| 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.5. Human Resource Management***

| S. No | Requirements   |
|-------|--|
| 1     | <b>Organization Management</b> - System should have the ability to define organization hierarchy.  |
| 2     | <b>Manpower Planning &amp; Recruitment</b> - Covers the procedures of manpower planning by calculating vacancies, existing manpower and forecasting the required manpower based on the projected business of the Company.  |
| 3     | <b>Recruitment, Selection &amp; Confirmation</b> – Capture the recruitment process performed by SECI and there should be a provision to populate the applicant's data, merit lists, formation of interview panel, seniority lists etc. as per regulations. System should have the ability to manage Employee confirmation process. |
| 4     | <b>Personal Information System</b> - 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.  |
| 5     | <b>Training &amp; Development Administration</b> - System should have the ability to manage External & Internal trainings, maintain full training history of all employees. System should have the ability to send notifications to the particular employees for particular trainings for which they are nominated.                |

|    |  |
|----|--|
| 6  | <p><b>Salary Administration/ Payroll Management –</b><br/>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. System should have the ability to configure the payroll of all types of employees as per the provisions of the company. Provision to generate MIS as per requirement.<br/>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. Provision for TDS calculations (if any) &amp; tracking of TDS payable to the Government of India</p> |
| 7  | <p><b>Leave &amp; Attendance Management</b> - System should have the ability to integrate with bio-metric system to record the in and out time and to capture attendance. System should have the ability to do regularization of absence. System should have the ability to integrate with the ESS, time and leave module.<br/>System should have the ability to do Leave processing-Capability to maintain &amp; configure multiple types of leave like casual, earned, study, medical, extra-ordinary, maternity, paternity, Half pay leave, commuted, etc. with provision to define maximum and minimum cap etc. and enforce applicable provisions.</p>   |
| 8  | <p><b>Employee Transfer &amp; Posting System</b> – System may provide the MIS on transfer and posting of each employee covered with various project locations of SECI.</p>   |
| 9  | <p><b>Performance Management System-</b> System should have the ability to provide reminders for employees to fill in the appraisal formats – process initiated through self-assessment. System should have the ability to automate the appraisal process and assign timelines for each activity for generating alerts/ notifications/ reminders.</p>  |
| 10 | <p><b>Promotion/ Career &amp; Succession Planning</b><br/>Ability to capture rules for promotion eligibility in terms of seniority, performance and achievements, service in present level in years, disciplinary actions, vigilance clearance, submission of APRs etc. The candidates who are eligible for promotions (Zone of consideration) must get calculated from system based on SECI Promotion Policy.</p>   |
| 11 | <p><b>Disciplinary Actions</b> - Disciplinary actions and show cause notices. System should have the ability to maintain history of disciplinary actions taken/ initiated against the employee.</p>  |
| 12 | <p><b>Various Advance Management-</b> System should be able to track and record the various advances availed by employees like: Vehicle Advance, Multi-purpose, etc.</p>   |
| 13 | <p><b>Leased Accommodation Record</b> – System should be able to maintain and generate the reports on leased accommodation facility provided to employees.</p>   |
| 14 | <p><b>Reimbursements &amp; Claims</b> - System should have the ability to manage Reimbursements like travel reimbursements, medical reimbursements and all other employee related reimbursements.</p>  |
| 15 | <p><b>Employee Self Service Portal-</b> 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.</p>   |
| 16 | <p><b>Employee Asset Management</b> - System should have the ability to track assets which are assigned to employees.</p>  |
| 17 | <p><b>Exit Management (Full and Final Settlement)</b> - System should have the ability to manage entire cycle of Employee Exit and termination process.</p>  |

|    |  |
|----|--|
| 18 | <b>Separation / Retired Employee Management</b> System should have the ability to manage Superannuation benefit & settlement like Pension, PRMS, Gratuity, Leave Encashment, Provident Fund etc.   |
| 19 | <b>Corporate Social Responsibility (CSR)</b> – Detailed track record of CSR Funds and activities undertaken by the Corporation under CSR for every financial years.  |
| 20 | Audit trails for all system activities.  |
| 21 | System should have the ability to send automated notification to employees through emails and SMS.   |
| 22 | Streamlining of processes and increasing efficiency of the organization by integrated view of end-to-end processes, use of workflow, notification and alerts<br>Reduce redundancy in processes by capturing data at the source and in real time.<br>Free up manpower from laborious data collation and report preparation. |
| 23 | <b>No Objection Certificate</b> -System should issue NOC (using editable templates) for passport, visa, outside post and any other purpose including NOC in case of separation/resignation.  |
| 24 | <b>Travel Management</b> - Facility to apply online for tours and travel by the employees and online approval by concerned authority .Support tours and travel cancellation, extension, postponement, rescheduling etc. with approval. Sanction of advance against the tours and travel application.                       |

## 7. Section VI: Technical Requirement Specifications (TRS)

Response to the Technical Requirements need to be provided in the format below:

| S. No | Requirements  | Response (Yes/No) | Details (if any) |
|-------|---|-------------------|------------------|
| 1     | ERP should be able to update real-time data among different modules.  |                   |                  |
| 2     | ERP should have the ability to support TCP/ IP, HTTPS, and HTTP protocol.   |                   |                  |
| 3     | ERP should be scalable.   |                   |                  |
| 4     | ERP should have following types of system implementation tools to assist:<br>1. Configuration<br>2. Development<br>3. Debugging<br>4. Auditing<br>5. System, Database and Performance measurement activities<br>6. Provision for remote patch and version administration. |                   |                  |
| 5     | ERP should be Unicode Compliant, Service Oriented Architecture compliant.   |                   |                  |
| 6     | ERP should support N-tier architecture.   |                   |                  |
| 7     | ERP should be able to support interoperability to the extent that business processes, application and data can be shared and integrated across the enterprise.  |                   |                  |
| 8     | The ERP transactional user licenses should be interoperable between implemented modules.  |                   |                  |
| 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 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.  |                   |                  |
| 14    | System should have the ability to provide performance statistics for the CPU/ Memory, database, Application servers.  |                   |                  |

| S. No | Requirements   | Response (Yes/No) | Details (if any) |
|-------|--|-------------------|------------------|
| 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    | The database should have latest in memory processing capabilities for entire data to reside and be accessible in memory.   |                   |                  |
| 25    | System should be able to send emails.  |                   |                  |
| 26    | System should have the ability to send SMS alerts.   |                   |                  |
| 27    | System should be able to integrate with Biometric system.  |                   |                  |
| 28    | 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   |                   |                  |
| 29    | Ability to generate report output directly in Excel, PDF, text, XML, HTML or such other file types.  |                   |                  |
| 30    | System should be able to import data from various formats (Text, Excel, CSV, XML, txt etc.).   |                   |                  |
| 31    | Workflow including approval should be an integral part of the ERP and support e-mail integration with any system.  |                   |                  |
| 32    | The ERP should support GUI and web based user interface.   |                   |                  |
| 33    | The future versions of the ERP shall support functionalities provided in the earlier versions.   |                   |                  |
| 34    | System should have the ability to do real time transaction processing.   |                   |                  |



| S. No | Requirements  | Response (Yes/No) | Details (if any) |
|-------|---|-------------------|------------------|
| 35    | System should have the ability to track any changes to fields, master data, and settings for audit trail.   |                   |                  |
| 36    | System should have the ability to track User ID, Terminal, and Session etc. as a part of the audit trail.   |                   |                  |
| 37    | System should have the ability to encrypting/ decrypting sensitive data.  |                   |                  |
| 38    | 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. |                   |                  |
| 39    | System should have the feature of automatic log-off if there is no user activity for a specified time period  |                   |                  |
| 40    | System should have the ability to reverse the transactions.   |                   |                  |
| 41    | System should have the ability to restrict users from deleting data directly unless authorized to do so.  |                   |                  |
| 42    | System should have the ability to provide audit trail.  |                   |                  |
| 43    | System should have the ability to support job scheduling.   |                   |                  |
| 44    | System should have mechanism to manage and prioritize batch jobs queued?  |                   |                  |
| 45    | System should have the ability to allow multiple users to access the same module simultaneously.  |                   |                  |
| 46    | 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   |                   |                  |
| 47    | System should have the ability to design the workflow with the ability to define business rules, alerts and triggers.   |                   |                  |
| 48    | Are there any major upgrades due? (If so when are these expected?)  |                   |                  |
| 49    | Will the above upgrade affect adversely the current version? (Provide information as to what extent it will affect)   |                   |                  |
| 50    | System should have the ability to preview or simulate a transaction for analyzing Accuracy and effect of transaction before it taking affect.   |                   |                  |
| 51    | System should have the ability to drill down to all kind of possible reports.   |                   |                  |
| 52    | System should have the ability to preview any document or report before printing.   |                   |                  |
| 53    | System should provide functionality to users in generating reports on their own without involving technical programming?  |                   |                  |
| 54    | System should have the ability to provide user-friendly interfaces and generate graphical reports and queries.  |                   |                  |
| 55    | System should have the ability to support India specific requirements e.g. taxes, duties & other government levies and statutory requirements, payroll etc.?  |                   |                  |



| S. No | Requirements  | Response (Yes/No) | Details (if any) |
|-------|---|-------------------|------------------|
| 56    | System should have comprehensive help facility wherein the users can obtain system specific technical / functional help on line.  |                   |                  |
| 57    | 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.                    |                   |                  |
| 58    | ERP shall support bilingual (Hindi + English)   |                   |                  |
| 59    | ERP should comply with the Indian Information Technology Act.   |                   |                  |
| 60    | Ability to provide database & application programs migration tool for migrating from one server to another.   |                   |                  |
| 61    | Capability of maintaining data on continuous basis without purging and without affecting system performance.  |                   |                  |
| 62    | System should have the ability to provide access via the Internet with secured connectivity.  |                   |                  |
| 63    | 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.   |                   |                  |
| 64    | 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  |                   |                  |
|       | The data center should have SOC2 or SOC 3 Certifications.   |                   |                  |
|       | The data center should have minimum 6 zone security layer.  |                   |                  |

| S. No | Requirements  | Response (Yes/No) | Details (if any) |
|-------|---|-------------------|------------------|
|       | The backup power generators should be N+N.  |                   |                  |
| 65    | 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   |                   |                  |
|       | Entire data center should be monitored 24X7 through surveillance cameras  |                   |                  |
|       | 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  |                   |                  |
| 66    | 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  |                   |                  |
| 67    | 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 |                   |                  |
| 68    | 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.                                  |                   |                  |

| S. No | Requirements   | Response (Yes/No) | Details (if any) |
|-------|--|-------------------|------------------|
|       | 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  |                   |                  |
| 69    | Services   |                   |                  |
|       | Services to ensure the business applications and databases up-to-date by following a patching cycle                                      |                   |                  |
|       | Services to include at least 1 DR Drill 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 – Go-Live of ERP including stabilization period should be within 18 months from the date of signing of contract.
- 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 30 calendar days from date of signing of contract                                      | Purchaser reserves the right to terminate the contract  | 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 within the project timelines | 100% adherence to project timelines which will be mentioned in Project Plan shared by bidder. | Subject to Clause 8.7 and 11.30 of GCC, bidder bears all costs related to project implementation till the completion of contract. Any delay will attract penalty as per GCC clause 11.24. | <ul style="list-style-type: none"> <li>Project plan and schedule</li> <li>Actual deliverables</li> <li>User Acceptance completion</li> <li>Implementation Completion report after enterprise wide stabilization period which will be based on the project plan</li> </ul> |

#### 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"> <li>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.</li> <li>More than 50% of the user community affected/ unable to access system.</li> <li>Integrated solution not available for more than four hours, in any office</li> <li>Any system downtime that impacts payroll run/ regulatory requirement deadlines.</li> </ul>                    |
| MEDIUM | <ul style="list-style-type: none"> <li>Moderate degradation in the application performance. Average response time of the application is more than 360 seconds over WAN.</li> <li>Has impacted majority of the business process but still be able to continue the operations with the system limitations. May have serious implications</li> <li>5% to 50% of the user community affected/ unable to access system.</li> <li>Unable to use the integrated solution for more than thirty minutes and less than four hours.</li> </ul> |
| LOW    | <ul style="list-style-type: none"> <li>Applications are stable and have no major impact on the day-to-day</li> <li>Less than 5% of the user community affected/ unable to access system.</li> <li>ERP System is available with slightly degraded performance (response time is between 180 and 360 seconds over WAN), although the work can Continue</li> </ul>   |

#### 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"> <li>95%-99% calls logged: 5% penalty on the monthly support and maintenance charges of SECI.</li> <li>Less than 90% calls logged and closed: 10% penalty on the monthly ERP support and Maintenance charges of SECI.</li> </ol> | <ol style="list-style-type: none"> <li>Inspection based on count of trouble tickets for that month.</li> <li>Complaints register maintained by SECI.</li> </ol> |
| 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"> <li>Less than 90% calls resolved: 50% penalty on the monthly ERP support and Maintenance charges of SECI.</li> <li>Less than 75% calls resolved: 100% penalty</li> </ol>  | <ol style="list-style-type: none"> <li>Inspection based on solution provided for the trouble tickets for that month.</li> </ol>                                 |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  | on the monthly ERP support and maintenance charges of SECI |  |
|--|--|--|--|--|

#### 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"> <li>10% penalty on the monthly IT support and maintenance charges of SECI, if the vendor does not submit a problem report for that month</li> <li>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</li> </ol> | <ol style="list-style-type: none"> <li>Root cause report</li> <li>Incident report stating problems faced by the users</li> <li>Document detailing corrective action</li> </ol> |

### 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 SLA need to be include uptime at all layer. eg Storage, Servers, Database, Network and Applications
- The planned downtime requirement not to exceed 4 hours per month.
- The solution to ensure DR Recovery Point Objective (RPO) <30 minutes.
- The solution to ensure DR Recovery Time Objective (RTO) <12 hours.

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.

Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance or amendment message is transmitted by the Issuing Bank through SFMS to IDFC FIRST Bank IFSC IDFB0020101 and written confirmation to that effect is issued by Bank of Beneficiary.

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, 1<sup>st</sup> 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) \_\_\_\_\_."
3. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance or amendment message is transmitted by the Issuing Bank through SFMS to IDFC FIRST Bank IFSC IDFB0020101 and written confirmation to that effect is issued by Bank of Beneficiary.

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, 1<sup>st</sup> 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 responded to all specification given in Section V: Functional Requirement Specifications (FRS). |                     |                      |
| 20.    | Please confirm you have responded to all specification given in Section VI: Technical Requirement Specifications (TRS). |                     |                      |
| 21.    | Please confirm that you have checked the final quote provided in 10.10 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, 1<sup>st</sup> 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/072019 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.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

## 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:<br>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<br><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<br><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, 1<sup>st</sup> 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. 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, 1<sup>st</sup> 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

### 10.8. 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 specialized 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):<br>From (year) To (Year)<br>Employer:<br>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:<br>Name of assignment or<br>i. project:<br>ii. Year (from and to)<br>iii. Location<br>iv. Client:<br>v. Main project features:<br>vi. Position held:<br>vii. Actual activities performed:   |
| 13.    | 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 removal, if engaged.<br><br>(Signature of staff member)                                  Date: |

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

### 10.9. 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:                             |  |

## **10.10. Price Schedule / Financial Proposal**

### **10.10.1. 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.



### 10.10.2. Grand Summary of Cost

| BOQ No  | Components                         | Reference | Total Amount including taxes (INR) | Total Amount (in words) |
|---|------------------------------------|-----------|------------------------------------|-------------------------|
| <b>IMPLEMENTATION PART</b>                          |                                    |           |                                    |                         |
| 1.  | ERP - License Cost                 | 10.10.2.1 |                                    |                         |
| 2.  | Cloud - Infrastructure and Hosting | 10.10.2.2 |                                    |                         |
| 3.  | ERP - Implementation Cost          | 10.10.2.3 |                                    |                         |
| <b>OPERATION &amp; MAINTENANCE (O &amp; M) PART</b> |                                    |           |                                    |                         |
| 4.  | ERP - ATS Cost                     | 10.10.2.4 |                                    |                         |
| 5.  | Cloud - Hosting and Support        | 10.10.2.5 |                                    |                         |
| 6.  | ERP - Operation and Maintenance    | 10.10.2.6 |                                    |                         |
| 7.  | <b>Total Cost</b>                  |           |                                    |                         |

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

### 10.10.2.1. 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   |          |                                    |                   |                                       |                                   |
| 2.    | Any other License Cost (bidder to fill) |          |                                    |                   |                                       |                                   |
|       |   |          |                                    |                   |                                       |                                   |
|       | <b>Grand Total</b>                      |          |                                    |                   |                                       |                                   |

### 10.10.2.2. 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 |                                    |                                       |                                   |
|       |  |                                    |                                       |                                   |
|       | <b>Grand Total</b>                     |                                    |                                       |                                   |

### 10.10.2.3. 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 |                    |                                    |                   |                                       |                                   |
|       |                           |                    |                                    |                   |                                       |                                   |
|       |                           |                    |                                    |                   |                                       |                                   |
|       | <b>Grand Total</b>        |                    |                                    |                   |                                       |                                   |

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

#### 10.10.2.4. 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 |                                |                                       |                                   |
|       | <b>Grand Total</b>                  |                                |                                       |                                   |

#### 10.10.2.5. 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 |                                |                                       |                                   |
|       | <b>Grand Total</b>        |                                |                                       |                                   |

#### 10.10.2.6. 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 |                                |                                       |                                   |
|       | <b>Grand Total</b>        |                                |                                       |                                   |

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

### 10.11. FRS & TRS Compliance

(Bidder to provide the following certificate without modifying the contents)

Date:

Bid Number:

#### Certificate:

We ..... (Bidder name) confirm that:

- i. The compliance provided in Functional Requirement Specification (FRS) and Technical Requirement Specification (TRS) 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 implementation, 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 .....

## 10.12. ERP Modules & Sub Modules Bill of Material Confirmation

(Bidder to provide the following certificate without modifying the contents)

| <b>Date:</b>        |        |            |         |                  |
|---------------------|--------|------------|---------|------------------|
| <b>Bid Number:</b>  |        |            |         |                  |
| <b>Bidder Name:</b> |        |            |         |                  |
| S. No               | Module | Sub Module | Version | Function/Purpose |
|                     |        |            |         |                  |

### Certificate:

We ..... (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 modules 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 implementation, 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 .....

### **10.13. 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).



## 10.14. List of Banks

### LIST OF BANKS

| 1. SCHEDULED COMMERCIAL BANKS       | 3. FOREIGN BANKS                                    |
|-------------------------------------|---|
| <b>SBI AND ASSOCIATES</b>           | 24. A B BANK  |
| 1. State Bank of India              | 25. SHINHAN BANK                                    |
| 2. State Bank of Indore             | 26. CTBC BANK Co. Ltd.                              |
| <b>NATIONALISED BANKS</b>           | 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                  | <b>4. SCHEDULED PRIVATE BANKS</b>                   |
| <b>2. OTHER PUBLIC SECTOR BANKS</b> | 1. Federal Bank Ltd.                                |

|   |                                   |
|---|-----------------------------------|
| 1. IDBI Bank Ltd.                                 | 2. ING Vysya Bank Ltd.            |
| <b>3. FOREIGN BANKS</b>                           | 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                  |                                   |

## 10.15. 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 |
|---------------------------|---------------------------------|---------------------|-------------------------|
|                           |                                 |                     |                         |
|                           |                                 |                     |                         |
|                           |                                 |                     |                         |
|                           |                                 |                     |                         |
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|                           |                                 |                     |                         |
|                           |                                 |                     |                         |
|                           |                                 |                     |                         |
|                           |                                 |                     |                         |

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name: .....

Date: .....

Place: .....

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

### 10.16. 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 | 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:                             |  |

### 10.17. 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:                             |  |

## 10.18. OEM Declaration

(Certificate by ERP OEM)

Date:

Bid Number:

We, .....(ERP OEM Name) the OEM of proposed ERP product confirm that:

1. The compliance provided in Functional Requirement Specification (FRS) of the above mentioned bid are as per the proposed ERP product standards. All the proposed ERP module/s as per Functional Requirement Specification (FRS) mentioned in the bid are integral part of same ERP product.
2. All the proposed transactional user licenses are not restricted to a specific module/s or functionality.
3. All the proposed ERP software and database licenses can be used in both DC & DR without any additional cost.

Authorized signatory on behalf of the ERP OEM:.....

Full Name: .....

Address: .....

Seal of the OEM: .....

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

### 11.1. Definition

The following words and expressions shall have the meanings hereby assigned to them:

- (a) **“Contract”** means the Agreement entered into between the Purchaser and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) **“Contract Documents”** shall mean the following documents listed, including any amendments thereto be read and construed as part of this Agreement, viz.:
  - 1. the Detailed award of contract;
  - 2. the Service level agreement ;
  - 3. the Special Conditions of Contract;
  - 4. the General Conditions of Contract;
  - 5. the Schedule of Supply
  - 6. Instructions to bidders
  - 7. The Purchaser's Notification to the Bidder for Award of Contract;
  - 8. Vendors response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Bidder;
  - 9. Appendices;
  - 10. Acceptance of purchaser's notification
  - 11. Other documents or communications between Purchaser and Bidder(s) related to the work mentioned herein.
- (c) **“Contract Price”** means the price payable to the Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) **“Day”** means calendar day.
- (e) **“Delivery”** means the transfer of the Goods and services from the Bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) **“Completion”** shall mean the completion of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
- (g) **“GCC”** means the General Conditions of Contract.

- (h) **“Goods”** means all software (including ERP and Database) and licenses that the Bidder is required to supply to the Purchaser under the Contract.
- (i) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- (j) **“Purchaser/Employer/Owner”** means the entities purchasing the Goods and Related Services, as specified in the SCC.
- (k) **“Related Services”** means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract
- (l) **“SCC”** means the Special Conditions of Contract.
- (m) **“Service Level Agreement” (SLA)** shall mean the Service Level Agreement entered into between the Purchaser and the Bidder.
- (n) **“Bidder” or “Supplier”** means the natural person, private or government entity, or a combination whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Bidder.
- (o) **“The Site”** shall mean location/s within India, where the Bidder carries out any installation of Goods or is required to provide any Related Services.
- (p) **“Bank” or “Banks”** , Refer to RBI approved scheduled bank authorized to do business in India
- (q) **“OEM”** means the Original Equipment Manufacturer of any software / ERP/ Database/ product who are providing such goods to the Purchaser under the scope of this Tender / Contract.
- (r) the term **“in writing”** means communicated in written form with proof of receipt
- (s) **“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.



## ***11.2. Contract Documents***

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## ***11.3. Corrupt Practices***

1. The Purchaser requires bidders, Bidder, and contractors to observe the highest standard of ethics during the execution of such contracts.

The following definitions apply:

- a) “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
  - b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - c) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to influence the action of any party in a procurement process or the execution of a contract;
  - d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
2. The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract.
  3. The Purchaser will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in projects if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an Purchaser contract

## ***11.4. Interpretation***

- 1) In this Contract unless a contrary intention is evident:
  - a) the clause headings are for convenient reference only and do not form part of this Contract;
  - b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
  - c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

- d) a word in the singular includes the plural and a word in the plural includes the singular;
  - e) a word importing a gender includes any other gender;
  - f) a reference to a person includes a partnership and a body corporate;
  - g) a reference to legislation includes legislation repealing, replacing or amending that legislation;
  - h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
  - i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.
- 2) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and Agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 3) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4) Non-waiver
- a) Subject to GCC Sub-Clause (b) below, 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, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
  - b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, 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.
- 5) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract

### **11.5. Language**

- 1) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract 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 Contract, this translation shall govern.

2) The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation.

### ***11.6. Joint Venture, Consortium or Association***

1) No Joint Ventures, consortium, or association is allowed for the purposes of bidding against the requirements of this RFP.

### ***11.7. Notices***

1) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

2) A Notice shall be effective when delivered or on the Notice's date, whichever is later.

### ***11.8. Governing Law***

The Contract shall be governed by and interpreted in accordance with the laws of the India. The Court at Delhi shall have exclusive jurisdiction with respect of the Bidding process, award of Contract and execution of the Contract.

### ***11.9. Settlement of Disputes***

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

If 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.

### ***11.10. Scope of Work***

The Goods and Related Services to be supplied are specified in Section IV: Scope of Work. At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work. Such changes may be due for instance, if the quantities of goods and related services are increased or decreased at the time of award.

Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the contract but that can be reasonably inferred

from the contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract

### ***11.11. Delivery***

1. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the bid document. The details of shipping and other documents to be furnished by the Bidder are specified in the SCC.
2. The Delivery of services shall be in accordance with the milestones specified in this bid
3. Bidder, in relation to its deliverables, shall provide any supporting data or information required by the Purchaser.
4. Final delivery locations will be communicated to the selected bidder as per project requirements.
5. After Delivery of goods and services as provided/suggested by the Purchaser, the Bidder will have to take a completion certificate from the authority as identified by the Purchaser.

### ***11.12. Copies of Deliverable***

1. All deliverables need to be provided in One Hard Copies and One Soft Copy

### ***11.13. Bidder's responsibilities***

The Supplier shall supply all the Goods and Related Services included in the Scope of Work in accordance with the terms and conditions defined in this document, and the Delivery and Completion Schedule.

### ***11.14. Purchaser's responsibilities***

1. Whenever the supply of goods and related services requires that the Bidder obtain permits, approvals, from public authorities, the purchaser shall, if so required by the Bidder, make its best effort to assist the Bidder in complying with such requirements in a timely and expeditious manner.
2. The Purchaser shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Sub - Clause 11.15.
3. The Purchaser shall appoint a nodal authority who shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
4. The nodal authority shall provide feedback on all such documents within agreed timelines.

5. Purchaser may provide on Bidders request, particulars/information/ or documentation that may be required by the Bidder for proper planning and execution of Scope of Work under this contract.
6. Purchaser shall provide to the Bidder sitting space, in the Purchaser's offices at such location as may be mutually decided by the Parties.

### **11.15. Contract Price**

1. The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
2. Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

### **11.16. Terms of Payment**

1. The Contract Price shall be paid in the manner specified in the Scope of work. 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 in writing in advance.
2. The Suppliers request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, accompanied by the documents submitted pursuant to GCC 11.11.
3. If any excess payment has been made by the Purchaser due to difference in quoted Price in proposal and Suppliers invoice, the purchaser 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.
4. 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.
5. Notwithstanding anything contained in the payment schedule elsewhere in tender, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards/obligations as per contract. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.

### **11.17. Taxes and Duties**

1. The bidders quote should include all applicable duties, service tax, local taxes and other levies payable by the bidders in respect of the transaction between the bidders and their vendors/sub-contractors while procuring any items or service.

Payment of taxes/duties shall not be made separately in any case.

2. If any tax exemptions, reductions, allowances or privileges may be available to the Bidder in India, the Purchaser shall use its best efforts to enable the Bidder to benefit from any such tax savings to the maximum allowable extent.
3. Taxes, as applicable, may be deducted by the Purchaser before making payment to the Supplier. The amount of applicable Taxes will be deducted from the Bidders invoice and remittance to tax dept. will be made by the Purchaser under the TIN/PAN number of Purchaser.

### **11.18. *Performance Guarantee***

1. The Supplier shall, within thirty (30) days of the notification of Contract award, provide a Performance Guarantee for the due performance of the Contract in the amounts and currencies specified in the SCC.
2. The Purchaser shall at its sole discretion invoke the Performance Guarantee and appropriate the amount secured there under, in the event that the Supplier commits any delay or default in Delivery of the Goods or Related Services or commits any other breach of the terms and conditions of the Contract.
3. The Performance Guarantee shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.
4. The Performance Guarantee shall be discharged by the Purchaser and returned to the Supplier after completion of the Suppliers performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

### **11.19. *Intellectual Property***

1. Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, Drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Related Services and for the purposes of inter- alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Bidder assigns those Intellectual Property Rights to Purchaser on creation.
2. The Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, the same shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Bidder solely for the purpose of execution of any of its obligations under the terms of this Contract.



However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.

3. The Bidder shall ensure that while it uses any software, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel during the course of performance of the Related Services. In case of any infringement by the Bidder, the Bidder shall have sole control of the defense and all related settlement negotiations
4. Subject to above sub-clauses, the Bidder shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Bidder that existed before the effective date of the contract.

### ***11.20. Confidential information***

1. The Purchaser and the Supplier 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 completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.
2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. Information can be preserved as confidential information for a period of five years from the date of disclosure or two years from the date of termination whichever is later.
3. The obligation of a party under GCC Sub-Clauses 1 1.20(1) and 11.20(2) above, however, shall not apply to information that:
  - a. the Purchaser or Supplier need to share with the institutions participating in the financing of the Contract;
  - b. now or hereafter enters the public domain through no fault of that party;
  - c. 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; or

- d. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
4. The above provisions of GCC Clause 11.20 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 Supply or any part thereof.
5. The provisions of GCC Clause 11.20 shall survive completion or termination, for whatever reason, of the Contract.

### **11.21. Sub-letting/Sub-contracting of work**

1. The Supplier 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.
2. Subject to the provisions of the Contract, the supplier shall be solely responsible for the manner in which the Contract is performed.
3. 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.

### **11.22. Specifications and Standards**

1. Technical Specifications and Drawings
  - a. The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
  - b. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - c. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.
2. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Bid. During contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 11.29.

### **11.23. Inspection and Tests**

1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such



tests and/or inspections of to ensure that the Goods and Related Services are complying with the functional parameters, codes and standards specified in the Scope of Work, to the satisfaction of the Purchaser.

2. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.
3. The Purchaser may require the Supplier to carry out any test and/or inspection to verify that the characteristics and performance of the Goods or Related Services comply with the technical specifications, codes and standards under the Contract.
4. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods / Related Services or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 11.23(4), shall release the Supplier from any warranties or other obligations under the Contract.

#### ***11.24. Liquidity Damages and Penalty***

1. Except as provided under GCC Clause 11.28, if the supplier fails to deliver any or all of the Goods or perform the related services within the period specified in the contract, the purchaser may without prejudice to all its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the value of the goods or related services total implementation cost/part (during implementation period), beyond stipulated project timeline for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of total contract value after which Purchaser reserves the right to terminate the contract.
2. In addition, the Supplier is liable to the purchaser for payment penalty as specified in the SLA.

#### ***11.25. Liability / Indemnification***

1. The Supplier hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The supplier agrees to indemnify the Purchaser and its officers, servants, agents ("Purchaser Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
  - a. any negligence or wrongful act or omission by the Supplier or its agents or employees or any third party associated with Supplier in connection with or incidental to this Contract; or
  - b. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.

2. The Supplier shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
3. Without limiting the generality of the provisions of above sub-clauses, the Supplier shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the Supplier in performing the Supplier's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Supplier shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Supplier shall promptly make every reasonable effort to secure for the Purchaser a license, at no cost to the Purchaser, authorizing continued use of the infringing work. If the Supplier is unable to secure such license within a reasonable time, the Supplier shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

### ***11.25.1 Survival on Termination***

The provisions of this Clause 11.25 shall survive Termination.

### ***11.25.2 Defense of Claims***

1. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 11.25 (1, 2 and 3) the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim
2. If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
3. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

### ***11.26 Limitation of Liability***

1. Except in cases of gross negligence or willful misconduct : neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of Bidder to pay liquidated damages to

- the Purchaser; and
2. The aggregate liability of Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of Bidder to indemnify the Purchaser with respect to patent infringement.

### ***11.27 Change in Laws and Regulations***

Unless otherwise specified in the Contract, if after the date of the NIT (Notice Inviting Tender), any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site / area of work is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that Bidder has thereby been affected in the performance of any of its obligations under the Contract.

### ***11.28 Force Majeure***

1. The Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, freight embargoes, strike and lock-out.
3. If a Force Majeure situation arises, the Supplier shall promptly and no later than seven days from the first occurrence thereof, notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final.

### ***11.29 Change Orders and Contract Amendment***

The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 11.7, ("Change Order") to make changes within the general scope of the Contract in any one or more of the following:

1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
2. Specifications for software
3. the Related Services to be provided by the Supplier.

If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Suppliers performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Suppliers receipt of the Purchasers Change Order.

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

### **11.30 Extension of Time**

- 1.30.1 If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Bidder shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. However, it is the sole responsibility of the Bidder to apply or request in advance for any extension of time before the expiry of the scheduled delivery period. As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 1.30.2 Except in case of Force Majeure, as provided under GCC Clause 11.28 or where the delay in delivery of the Goods or completion of Related Services is caused due to any delay or default of the Purchaser, any extension granted under GCC sub-clause 11.30(1) shall not absolve the Bidder from its liability to the pay of liquidated damages pursuant to GCC Clause 11.24.

### **11.31 Termination**

#### **11.31.1 Termination for Default**

1. The Purchaser 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 pursuant to GCC Clause 11.30 or
  - b. if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 11.3, 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 in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.
  - e. as specified in the SLA/Tender document
2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 11.31.1 (1), the Purchaser 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 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.

### ***11.31.2 Termination for Insolvency***

The Purchaser 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

### ***11.31.3 Termination for Convenience***

The Purchaser, 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'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.

### ***11.31.4 Consequences of Termination***

Upon Termination of the Contract, the Supplier shall:

- 1. Transfer or cause to be transferred the ownership of all software, licenses, agreements, in favour the Purchaser.
- 2. Prepare and submit a detailed exit plan within five calendar days of termination notice receipt to Purchaser ("Exit Plan").

3. 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 is 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
4. The Exit Plan should cover at least the following :
  - a. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all software, licenses etc.;
  - b. Handover all developed codes, related documentation and other Configurable Items, if any in his possession;
  - c. Handover the list of all IT Assets, passwords at all locations to the Purchaser.
5. The supplier and Purchaser will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

### **11.32 Assignment**

The Supplier shall not assign, in whole or in part, their obligations under this Contract.

### **11.33 Disclaimer**

1. Purchaser reserves the right to share, with any third party of its choosing, any resultant Proposals in order to secure expert opinion.
2. Purchaser reserves the right to accept any proposal deemed to be in the best interest of the Purchaser.

### **11.34 Public Disclosure**

1. All materials provided to the Purchaser by bidder are subject to Government (Central or State) public disclosure laws such as RTI etc.
2. The Bidder/ Bidders Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the bidder its written consent.

### **11.35 Solution Audit**

A designated team / person from Purchaser or its appointed third party may review the performance of Supplier against the SLA as per requirement. The review / audit report will form basis of any action relating to imposing penalty on or breach of contract of the Supplier.

### **11.36 Adherence to safety procedures, rules**



## ***regulations and restriction***

1. Supplier shall comply with the provision of all laws including Information Technology Act, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and bidder's Team shall abide by these laws.
2. Access to the Purchaser's project sites and locations shall be strictly restricted. No access to any person except the essential personnel belonging to the Supplier who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by the Purchaser shall be allowed entry to the Sites and some Purchaser's locations. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only. The Supplier shall maintain a log of all activities carried out by each of its personnel.
3. The Supplier shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Supplier's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.
4. The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
5. The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 11.25.

### ***11.37 Effectiveness of Contract***

This Contract shall come into force and effect on the date of signing of agreement (the "Effective Date").

### ***11.38 Authorized Representatives***

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed: on behalf of Purchaser, his designated officer; on behalf of Bidder, by or his designated representative.

### ***11.39 Relation between the parties***

1. Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Purchaser and the Bidder.
2. The Bidder, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **11.40 Commencement of Services**

The selected bidder shall begin carrying out the Services immediately viz. from the date of signing of the contract/Effective date.

### **11.41 Project timelines**

Time is essence for this project. Bidder needs to respect the project timeline as per tender document and provide detailed project plan in their bid. Final project plan will be discussed mutually and agreed by the Purchaser. Unless otherwise agreed by the Purchase in pursuant to Clause no.11.30, Bidder is required to meet the overall timelines of the project.

### **11.42 Copyright**

1. Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Related Services and for the purposes of inter- alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Bidder assigns those Intellectual Property Rights to Purchaser on creation.
2. The Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, the same shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Bidder solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
3. The Bidder shall ensure that while it uses any software, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel during the course of performance of the Related Services. In case of any infringement by the Bidder, the Bidder shall have sole control of the defense and all related settlement negotiations
4. Subject to Clause 11.42 the Bidder shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Bidder that existed before the effective date of the contract.



### **11.43 Service Quality**

The Purchaser may reject any Service rendered or any part thereof that fail to conform to the specifications. Selected Bidder / Bidder shall take measures necessary to meet the specifications at no cost to the Purchaser.

### **11.44 Project Plan**

1. In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Bidder's bid, the Selected Bidder shall develop a Project Plan encompassing the activities specified in the Contract.
2. The Supplier shall formally present to the Purchaser the Project Plan
3. If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be considered as part of contract, in accordance with GCC Clauses 11.29 and 11.30.
4. The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.

### **11.45 Product Upgrades**

1. At any point before final acceptance and/or completion of Business blueprint, should new version be introduced by the OEM for software originally offered by the Supplier in its bid, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available technology/version without any additional cost to the Purchaser.
2. During performance of the Contract including AMC, the Supplier shall offer to the Purchaser any technical and/or functional enhancements through patches, updates and/or bug-fixes, as well as related documentation and technical support services, without any additional cost to the Purchaser.
3. The Purchaser shall be free to decide and introduce all new versions, releases or updates of the Software. In no case shall the Supplier stop supporting or maintaining a version or release of the Software implemented during the tenure of the contract.

### **11.46 Suspension**

The Purchaser may, by written notice of suspension to the Bidder, suspend all payments to the Bidder. Hereunder if the Bidder fail to perform any of their obligations under this contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Bidder of such notice of suspension and shall invoke contract performance guarantee.

### **11.47 Cessation Rights and Obligations**

1. Upon termination of this Contract pursuant to Clause 11.31 hereof, or upon expiration of this

Contract hereof, all rights and obligations of the Parties hereunder shall cease, except Such rights and obligations as may have accrued on the date of termination or expiration,

2. The obligation of confidentiality set forth in Clause 11.20 hereof, any right, which a Party may have under the Applicable Law.

### **11.48 Cessation of Services**

Upon termination of this Contract by notice to pursuant to Clause 11.31 hereof, Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### **11.49 Payment upon Termination**

1. Upon termination of this Contract pursuant to Clause 11.31 hereof, the Purchaser shall make the following payments to Bidder: Reimburse pursuant to SCC for Services satisfactorily performed prior to the effective date of termination;
2. Reimbursable expenditures pursuant to SCC for expenditures actually incurred prior to the effective date of termination; and Except in the case of termination pursuant failure to perform, insolvency of Bidder, deliberate false submission by Bidder or for failure to comply with the final decision of Purchaser for reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### **11.50 Removal and/or Replacement of Personnel**

1. Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, Bidder shall forthwith provide as a replacement a person having same or better qualification and higher experience in the relevant work area. However, If the resource is found not suitable or Bidder is not able to provide replacement having same or better qualification and higher experience in the relevant work area in such case penalty as per clause SCC shall be applicable at the sole discretion of the Purchaser.
2. If the Purchaser finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then Bidder shall, at the Purchaser's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.
3. Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

### **11.51 Fairness and Good Faith**

1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

2. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to Governing Laws.

### **11.52 Conflict of Interest**

1. Bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities, which would conflict with the activities assigned to them under this Contract.
2. The Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
3. If Bidder is found to be involved in a conflict of interest situation with regard to the present assignment, the Purchaser may choose to terminate this contract as per Clause 11.31.

### **11.53 Standard of Performance**

Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser.

### **11.54 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.

### **11.55      *Expiration of Contract***

Unless terminated earlier pursuant to Clause 11.31 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

### **11.56      *Risk-Purchase***

In addition to the provisions defined in this bid document, the Purchaser will have the right to take action as per following:

1. In case of delay or non-supply of any or all the material or related services on the dates they are due, the purchaser will have a right to refuse to accept such delayed supplies or services and to make the purchase of the material or services so delayed or not supplied from any alternative source or through departmental manufacture, at the sole risk and cost of the supplier. Any extra expenditure incurred on such purchase or departmental manufacture shall be recoverable in full from the supplier in addition to the Purchaser's right or claim for applicable liquidated damages or penalty.
2. The purchasing authority may cancel the purchase order due to non –fulfillment of its terms (i.e. delivery) by the supplier and give notice for recovering the damages applicable to such non-fulfillment under clause 11.24
3. Where risk purchase action is proposed to be taken, a legal notice should be served by the purchasing authority on the supplier by registered post bringing his defaults to his notice pointedly and asking him to complete all pending supplies immediately, and in any case, within the specified period, (a reasonable period to be specified by the purchasing authority in the notice), failing which the Purchaser shall reserve the right to effect the risk purchase at his sole risk and cost, besides levying and recovering liquidated and /or other damages admissible under the contract, or to cancel the contract at its sole discretion and recover the damages for non-fulfillment or unsatisfactory execution of the contract. He should be asked to acknowledge the receipt of the notice immediately.

In case he again defaults, he should be issued a further legal notice stating that as he had failed to fulfill his part of the contract by delaying deliveries, the purchasing authority was issuing a tender for the purchase of the quantities or services not delivered by him and any extra cost including the cost of re- tendering will be recoverable from him in addition to the liquidated damages leviable in terms of the contract. He should be asked to acknowledge the receipt of this notice also. Immediately, thereafter, a notice inviting tenders should be issued and a copy of the NIT should also be sent to the supplier giving him an opportunity again to participate in the tender. On receipt of tenders and their comparison, a copy of the purchase order issued should also be sent to him. In case he himself is the person on whom the order is to be placed, he will be entitled only to receive the payment as per the original purchase order. On completion of the supplies or services by the firm from whom this purchase is effected, a full account, including loss incurred on risk purchase, liquated and / or other damages claimable under the contract, should be sent to the supplier against whom the risk purchase is effected demanding legally that he shall make good the amount within a reasonable period (to be specified). Failing payment of the same by the supplier, the amount of the claim shall be recovered from his outstanding dues and / or

security deposits against the relevant contract or any other contract in operation, and for the balance, due process of law shall be initiated.

For deciding upon the question of acceptance of delayed supplies or services, and /or of grant of extension in the delivery dates against the suppliers application in this behalf, or enforcing risk purchase action or even cancelling the purchase order in such terms, the powers of purchasing authority shall be exercised by the Committee constituted by Purchaser in cases where the Whole time Directors, HPPC, BOD or other higher authority are the competent purchasing authority

## 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<br>(GCC Clause 11.1)                                     | <p><b>The Employer/ Owner/ Purchaser is:</b></p> <p><b>Solar Energy Corporation of India Limited,</b><br/>D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017</p> <p>Kind Attn.: General Manager (C&amp;P)<br/>Telephone Nos.: - 0091-(0)11-71989200<br/>Fax No.: - 0091-(0)11-71989243<br/>E-mail: - contracts@seci.co.in</p>   |
| 3       |  | <p><b>Time for Completion is:</b></p> <p>The implementation of ERP will have to Go-Live within 18 months from effective date including stabilization period.</p> <p>Further Contractor is also to provide Operation &amp; Maintenance Services Post Implementation of ERP (after successful stabilization period). The O&amp;M period will be 05 (Five) years mandatory.</p>  |
| 4       | The Site (GCC Clause 11.1)   | <p>The location of the 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<br>(Contract Performance Security/ Performance Guarantee) | <p>Against Implementation Contract and O&amp;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 <b>"Solar Energy Corporation of India Limited, New Delhi"</b>.</p> |

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|  |  | <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"> <li>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 &amp; M Part) and will remain initially valid upto 90 (Ninety) days beyond final Go-Live period. The contractor need to extend the validity subsequently incase the Go-Live period is extended due to any reason at its own expenses.</li> <li>2. Second Stage: The value of the Contract Performance Security shall be 10% of the Contract Value (i.e., total sum of the O &amp; M Contract) and will remain valid 90 (Ninety) days beyond the O &amp; 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 Go-Live</li> <li>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.</li> <li>4. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.</li> <li>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.</li> <li>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 &amp; forfeit 100% of EMD, in case Contract Performance Security is not submitted within 45 (Forty Five) days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.</li> </ol> |
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|   |  | <p>7. The Contract Performance Security mentioned under the First Stage shall be discharged by the Employer and returned to the Bidder after furnishing the Contract Performance Security mentioned under the Second Stage as mentioned above under point no. 2 and after successful Go-Live.</p> <p>8. Rest of the standard Performance Security clauses will prevail as per ITB clause 2.8.4.</p>   |
| 6 | New Clause<br>(Starting of Works)                          | The date of signing of contract shall be treated as the Effective Date for the start of work & there by Contract Timeline. The Contractor shall be required to start the work immediately upon signing of the contract and shall thereof, report to the Project Manager/ Engineer-in-charge accordingly.  |
|   | Settlement of Disputes (GCC Clause 11.9)                   | <p>The formal Mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below:</p> <p>a. All matters, questions, disputes, differences and/or claims arising out of and/or concerning, and/or in connection with, and/or in consequence of and/or relating to any contract under these Regulations, whether or not obligations of either or both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD SECI or an officer appointed by MD SECI as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.</p> <p>b. The objection that the Arbitrator has to deal with matters, to which the contract relates, in the course of his duties or, he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as a valid objection.</p> <p>c. The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine. All arbitration proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modifications thereof for the time being in force.</p> |
| 8 | Removal and/or Replacement of Personnel (GCC Clause 11.50) | Notwithstanding any other measure defined in the bid, the purchaser will have right to levy additional penalty as per following:  |



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|  |  | <p>In case of delay in deployment of Personnel, penalty applicable will be a sum equivalent to 0.5% of the value of the goods or related services [total implementation cost (during implementation period) and total support cost (during AMC period)], beyond stipulated deployment schedule for each week or part thereof of delay until deployment of the resource, subject to a maximum of 10% of total implementation cost (during implementation period) and total support cost (during AMC period). This penalty will be levied from any of the invoice/s raised during that period.</p> |
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