

Annexure # 3 Existing Software

Annexure # 3.1 Existing Engineering Software

S. No.	Software Name
1.	Wrench
2.	AutoCAD

Annexure # 3.2 Existing Applications – SAP ERP

General	Hyderabad	Trichy	EDN Bangalore	EPD Bangalore
Functional version	6.0	4.7	4.7	4.7
Modules	PS, MM, FI,CO, PP, SD, QM, PM	PS, MM, FI,CO, PP, SD, QM, PM	PS, MM, FI,CO, PP, SD, QM, PM	MM, FI,CO, PP, SD, QM
Advanced Modules	<ul style="list-style-type: none"> • SAP Business Suite Developer • SAP Business Suite Professional • SAP GRC Access Control Package • SAP Supplier Relationship Management • SAP XI • SAP NetWeaver MDM, suppliers • SAP NetWeaver MDM, products • SAP NetWeaver MDM, customers • Test Data Migration Server • Adobe Interactive Forms • BO Developmet • BO Concurrent Users 	Not Available	Not Available	Not Available
Technical version	6.0	6.0	6.0	6.0
No of Licenses	850	975	250	54
Year of implementation	2009	2001 (First implementation)	2003	2004

Annexure # 3.3 Existing SAP Licenses

Sl.No.	LICENSE TYPE	NO. OF LICENSES PURCHASED	PURCHASE DATE	Unit
1	SAP Business Suite	100	12/21/2001	HPEP, Hyderabad
2	SAP Business Suite	600	12/27/2007	
3	OPTISUITE Modules	8 Modules	7/14/2008	
4	SAP Business Suite	150	2012	
5	mySAP.com	100	07-02-2001	Trichy
6	mySAP.com	200	22-07-2002	
7	mySAP.com	100	10-02-2005	
8	mySAP.com	300	2012	
8	mySAP.com	200	2012	
9	mySAP Business Suite	75	7/3/2006	EDN, Bangalore
10	Professional	100	6/6/2003	
11	Professional	50	21/06/2004	
12	Professional	60	24/09/2005	
13	Professional	40	18/02/2008	
14	SAP-ESS & PAYROLL	2000 + 3000	30/10/2004	EPD, Bangalore
15	Named User Licenses	54	01.09.2003	
16	Professional User (HCM)	200	29.06.2006	Corporate Office
17	Employee Self Service (ESS)	17000	29.06.2006	
18	Manager Self Service (MSS)	3000	29.06.2006	
19	Payroll Records	43000	29.06.2006	

Note: 1) Licenses listed above from Sl.No. 1 to Sl.No. 15 are covered under 1 main EULA. These Licenses were procured at different stages directly from OEM. There is appendix to main EULA for different units.
2) Licenses listed above from Sl.No. 16 to Sl.No. 19 are covered under separate EULA. These Licenses were procured directly from OEM.

Annexure # 3.4 Existing Oracle Database Licenses

Following is Owner's existing inventory of Oracle Database licenses which are under ATS (Annual Technical Support):

License Metric	Quantity
Oracle Database Enterprise Edition - Processor Perpetual	52
Oracle Database Enterprise Edition - Named User	553

Annexure #4 Overview of Functions

Material Management

- Supplier Development
 - Vendor Registration
 - Supplier Performance Rating
 - Material Category Creation & Updation
 - Change in Vendor Details
 - Reactivation of Vendor Profile
- Material Procurement
 - Indenting
 - Tendering
 - Receipt and opening of Tenders
 - Comparative Statement Of tenders
 - Ordering
 - Rate Contracts
 - Techno Commercial MOUs
 - Insurance Declaration
 - Co-ordination
 - Reverse Auction
 - E-Procurement
 - Creation & Updation of PMD
 - Local Purchase
- Import Group
 - Obtain advance authorization for Physical & Deemed Exports
 - Project Import
 - EPCG Licence (export promotion capital goods)

- Utilization of Duty Concessions Schemes other than DEEC, EPCG & Project Import (e.g. Defence certificate, Power certificate, Director General of Hydro Carbon, R&M, Lift Irrigation scheme)
- Custom Clearance Activity at Units
- LC Opening
- Invalidation of Advance License for Purchase from Indigenous Supplier
- Revalidation of Advance License
- Material Receipt, Clearance & Issue
 - Receipt of Material (Door delivery)
 - Receipt of Material (Collection by Central Receiving Stores)
 - Processing of Rejected Material
 - Insurance
 - Excise Duty Processing
 - Transporter Bill
 - Scrap Disposal
 - Scrap Disposal (hazardous Waste - non saleable)
 - Managing Stock items
 - Material returned from shop and sub-contractors
 - Material to site (MTS) (Bought Out Items)
 - Material Issue
- Sub-Contracting
 - Indenting
 - Tendering
 - Receipt and opening of Tenders (As per MM module)
 - Preparation of CST (As per MM module)
 - Ordering (As per MM module)
 - Issue of Material, Tools, Gauges etc.

- Inspection
- Material Planning & Inventory Control
 - Preparation & Monitoring of Material Budget
 - Preparing MIRs
 - Monitoring & Review
- Accounting of material for cases where material is delivered to sub-contractor directly from Vendor
 - Copper Accounting

Quality

- Quality Audit (product/process/system at MUs/sites/vendor works)
- Field Quality Plan
- Manufacturing Quality Plan
 - Preparation of Log sheet
- Vendor Quality Plan
- Quality Management System Audit as per ISO-9001
- Process for QMER
- TQM Implementation for Business Excellence
- Process for Root cause analysis (RCA)
- Site Action Request (SAR) / CAR Handling
- Quality Circle
- Quality training
- Inspection at Project Sites (Quality Checks as per FQP/Drawings)
- Non Conformance Reporting (NCR System)
- Cost of Rework and Rejection
- Document Management System -All Quality Records & Documents, Standards,(Knowledge Management Portal)
- System for feedback to Internal and External agencies on Product/System Quality

- Process for Incoming Goods Inspection
- Stores Exit Inspection (to Shop, SC & CDC)
- Pre Dispatch/Packing Inspection
- Sub Contract & Source Inspection
- In-Process Inspection at shop
- Process for Process /Operator Certifications (ASME/IBR/API etc.)
- Process/Operator Certifications (NDT/Welder /Brazing Qualification etc)
- Material Testing
- Calibration
- NDT (Non-destructive testing)
- Process for Measurement of Quality Health Index
- Performance Testing of Equipment and Components at Shop Floor
- Process of incorporating quality requirements in purchase/sub-contract indents /PO files

Engineering

- Proposal Engineering
 - Engineering Inputs
 - Pre-order activities
 - Post –order activities
- Contract Engineering Coordination
 - Contract Engineering
 - Contract documentation
- Design Documentation
 - Integration with AutoCAD drafting Software
 - Detailed Design
 - Repair Procedure
 - Project Documentation

- Customer/ In-house Training
- Material Procurement
 - Material Planning
 - Material Indents
 - Technical Scrutiny of Purchase/ Vendor Development Files
 - Support to MM Departments
- Spares Documentation
 - Spares Documentation
- Quality Documentation
 - Engineering Quality Documentation
 - Support to QS
- Product Development
 - Product Development / Improvements
 - Technical Collaborations
- Knowledge Management
 - Knowledge Management
- Residual Life Assessment (RLA), Up-rating, & Renovation & Modernization (R&M)
- Shop & Site Support

Marketing

- Business Development
- Preparation and submission of offer
- Post Bid Activities
- Issue of Internal Order
- Realisation of Advance, milestone Payment
- Contract Management (Projects Products-As Applicable)
- Complaint Management (for domestic product marketing)

- Contract Closing
- Generation of Reports for Management

Manufacturing

- L3 Level Planning
 - Support for Budget Finalization (Process owner Central Planning)
 - Planning for main work orders and all other work orders viz. Spares/repair/AMA etc.
- L4 Level Planning-Manufacturing Shops
 - Managing raw/ semi-finished material
 - Manufacturing in shop/ subcontracting
 - Subcontracting related activities
 - Shop manufacturing related activities
 - Management of shop sub-stores
 - Shop Sub-stores
 - Management of Blanks
 - Managing rejections
 - Managing Diversions during jobs in process
 - Managing Manufacture of Deviated Components
- L5 Level Planning-Operation- Wise Planning
- Management of Handing Over Of Finished Goods/ Packages/ Boxes by Shops
- Management of Tooling's and Miscellaneous Items in Shops
 - Special Tooling's
 - For manufacturing of tools in shop
 - For manufacturing of tools through outsourcing
 - Repeat Special Tooling
 - Against new design (product)
 - To maintain minimum inventory level of shop stores tooling's

- Replacement of tooling's issued to shops permanently
- Tooling-jigs and fixtures, machine consumables
 - First time requirement
 - Repeat ordering/ requirement
- Auto Indenting/ Purchase Requisition (meant for multiple users)
- Management of Tool Crib/ Shop Tooling Stores
- Management of Misc/ Other Indirect Items in Shops

Technology

- Manufacturing Feasibility
- Process Planning
- Time Estimation (Norming)
- Identification & Ordering of Standard / Special Tools & Tool proving with involvement of JTE & concerned shop
- Support for Procurement of Capital Items / Minor Capital items / Shop Accessories Purchase
- Support for Procurement of Capital Items / Minor Capital items / Shop Accessories Purchase
- Identification & Qualification of special processes & issue of certificates to qualified personnel (BPS, WPS etc.)
- Identification of requirement of technological materials (not covered in engineering documentation) & raise MPR by (Material Planning and Control) MCX department
- Based on production program of next year, Project wise issue of list of special tools and lists of special tools requiring calibration
- Preparation of technological instructions whenever necessary
- Assistance to the shop personnel towards technology absorption / trouble shooting
- Preparation & proving / establishment of CNC programmes for CNC machines for different components
- Vetting of technical documents received from outsourcing vendors
- Additional Activities

Commercial

- Pre Order Commercial
 - Pre Tendering Process
 - Distribution and Review of Tender document
 - Preparation of Offer
 - Post offer activities (till the order is finalized)
 - Post offer activities – technical
 - Post Order activities
 - Post order activities (till handing over to Unit/Region Commercial /PMG/OPC)
 - Obtaining internal order
 - Unit Internal Order (WO)
 - Handing over to Unit Contract Management
 - Post order Financial Activities
 - Advance actions
 - Advance engineering actions
 - Advance manufacturing actions
 - Diversion of Orders
 - Miscellaneous activities
 - Miscellaneous other activities
- Post Order Commercial
 - Product Group Identification & Packaging Activities
 - Preparation of L2 Network
 - Preparation of Billing Break-up
 - Project Management
 - Project Engineering Coordination
 - Project Mgmt. (Site Coordination)

- Budget, MIRs and Customer Visits
- Billing and Cash Collection
- Despatch
- Transportation
- Post COD & Reconciliation Activities

Finance

- Costing
 - Labour / Factory Expenses (FE) Costing
 - Material Costing
 - Engineering Costing
 - OIP, WIP (including Engineering WIP) and FG Costing
 - Product Costing
 - Cost Audit (wherever applicable)
 - Revision of Rates (for Sales Quotation)
 - R&D Expenditure
 - Rejection & Rework
 - Cost Investigation
 - Vetting of Cost Estimation
 - AS-7 Accounting (for purpose of revenue recognition)
 - Closing of Monthly/Quarterly/Annual accounts of Cost Section
 - Cost Plus Pricing
 - Provision for Short Supplies
- Insurance Claims
 - Arranging Insurance Policies
 - Settlement of insurance claims
- Sales Tax

- Sales tax payment, Return, VAT Audit
- Collection of forms
- Returns, Assessments and Appeals
- Adjustment of Input Tax Credit
- Entry Tax
- Exit Tax
- Excise
 - CENVAT Entries
 - Excise Duty payment
 - Service Tax
 - Attending to Excise Authorities
 - Excise & Service tax Audit
 - Returns & Assessments
 - WCT/VAT Assessment
 - Export
 - Others
- Account Receivables
 - Excise Billing
 - Commercial Billing
 - Inter Unit Billing
 - Export Billing
 - Raising of Other and Supplementary invoice/Credit Note
 - PVC Billing
 - MRC Billing
 - Mile Stone (Deferred) Billing
 - Final Deferred Billing

- Freight & Insurance Billing
- Billing for Services
- Customer Billing (Erection, Commissioning and After Sales Service)
- BOI Billing
- Check List & Monthly JV
- Collection
- Collection received from customer
- Reconciliation of 419 Account
- Inter-Unit Dispute
- PLA Reconciliation
- Generation of MIRs
- Bank Guarantee
- Outward Freight Bill Payment
- Cash Management
 - Planning for funds
 - Coordination with Bank
 - Issuing of cheques / EFT Remittances
 - Cash Disbursement
 - Bank Reconciliation
 - Report & MIRs
 - Audit of A/Cs of Cash Section (Internal / Statutory / Govt.) – Discussed and to be covered under Audit
- Books & Budget
 - Preparation of accounts
 - Inter-unit Accounting
 - Budget, BO, Strategic Plan, Flash Results Preparation
 - Monthly / Quarterly results

- Capital budgeting & MIRs
 - Additional Activities
- Assets Accounting
 - Fixed Assets
 - Depreciation
- Export Incentive
 - Export Incentive
- Account payable
 - SRV Pricing
 - SIT Accounting
 - Review of advances & recoveries
 - Accounting of CENVAT Credit
 - Capitalization of Assets
 - Material with Fabricators (including copper)
 - Store Accounting (PSL)
 - Store Accounting (PSL)
 - Stock verification
 - Scrap disposal
 - Bill Processing for Payment - ROD Material Services
 - Purchase-Finance
 - Purchase Files and Works Files
 - Foreign Purchase
 - Establishment of LC
 - Accounting & Pricing of SRV for imported material
 - Payment to vendors- LC/CAD bills-received intimation from Bank
 - Payment of consultancy/ royalty / technical know-how fee / testing

- Bank Guarantee / FDR Monitoring
- Payment of Miscellaneous bills
- Bills processing for payment
 - Bills processing for payment – Direct outside
 - Payment & Accounting of Entry Tax and TDS
 - Bills processing for payment – Bank Bills (LSC/LC)
 - Issue of Concessional Sales Tax Forms to Vendors
 - Bills processing for payment – Inward Transportation
- Works Bills Accounting
 - Works Bill processing (Both Running Contracts & Contingent)
- Misc. Bills Accounting
 - Payment and Adjustment of Imprest / Departmental Advance
- PF/EPS accounting & bill passing (To Be Covered under SAP HR Project)
- Employee payments & accounting (To Be Covered under SAP HR Project)
 - Preparation of salary bills
 - Remittance after monthly payroll
 - Payment of ICWAI trainees, ad-hoc Nurses & ad-hoc doctors
 - Payment of stipend to trainees
 - Other activities & payments
 - Review of payroll
 - Annual Statements
 - Misc duties
 - Expired employees payment
 - Inter unit transactions
 - Reports, returns & MIRs
 - Monthly reconciliation

- Audit of accounts
- PS Regions - General Ledger
 - Cash/Cheques Receipts

Maintenance

- Breakdown Maintenance
- Procurement of spares/services
- Reconditioning, Retrofitting, Upgradation, Overhauling, Major repairs
 - Identification
 - In house
 - External Agency
- Preventive Maintenance
 - In house
 - External (AMC)
- Condemnation/ Surplus
- Budgetary Planning & Control
- Emergency/ Local purchase
- Shift management
- Factory Civil Construction/Electrical Installation & Maintenance
- Log Book Maintenance
- Transport – Car pooling & Billing process
- Instrumentation / Instrument calibration
- Overall Equipment Efficiency (OEE)
- Energy Services
- Facility Engineering (Design Bureau, CMW, Lifting Tackles, etc)
- Telecom Services
- Erection and Commissioning of Plant & Machinery

- HSE - Health, Safety & Environment
- Statutory Compliance

Planning and Development

- Units
 - Long Range Planning
 - Technical planning (Engineering & Manufacturing), to be covered in manufacturing module
 - 3 Years Broad Objectives
 - Annual Planning/Budget
 - Annual Planning: Capital Budget
 - Formulation of BSC of Units
- Business Sectors
 - Preparation of Strategic Plan of the Business Sector
 - Preparation of Broad Objectives
 - Preparation of Order Booking Budget
 - Preparation of Half Yearly Plan
 - Preparation of Pre MCM Agenda
 - Preparation of MCM Agenda
 - Formulation of BSC of the company and the Business Sector
 - Annual Planning: Capital Budget
 - Provide input for AS 7
 - BG/CG (only done in SSBG)
 - Reporting
- System Integrators
 - Long Range Planning
 - Strategic Plan Development (5 years perspective)
 - Strategic Plan Development (2-5 years perspective)

- Annual Budgeting
- Project Budgeting
- Engineering Planning

Productivity & Management Services

- Productivity
 - Suggestion Scheme
 - IMPRESS
 - BHEL Excel Awards
- Management Services
 - Standard Procedures
 - Resource Planning of Indirect Materials
 - Departmental Procedure
 - Information Sharing
 - Layout Planning
 - Manpower Planning (Applicable in Regions)
 - Technical Training (Applicable in Regions)

Annexure #5 Technical Evaluation Methodology

The Bidder's technical solution proposed in the Technical Evaluation bid document will be evaluated as per the requirements specified in the RFP and adopting the following evaluation criteria:

Sl. No.	Evaluation Criteria	Total Marks	Minimum Marks (Cut-off)
1	Functional Requirement Specifications (FRS)	20	>=16 (80%)
2	Technical Requirement Specifications (TRS)	10	>=8 (80%)
3	Client Citations	20	>=12 (60%)
4	Proposed Solution	10	>=8 (80%)
5	Project Implementation approach & methodologies	20	>=16 (80%)
6	Proof of concept (POC)	20	>=16 (80%)

Each Bidder will be assessed & given marks on parameters of the Evaluation Criteria as mentioned above & detailed in below section. The summation of marks given to each bidder will give the total technical score for each bidder. The Bidder needs to secure minimum marks on each of the evaluation criteria to qualify for the next stage. Failing to secure minimum marks in any of the criteria mentioned above shall lead to technical rejection of the Bid and Bidder.

The Bidder who secures minimum or more marks against each technical criteria and with the highest total Technical score will be given a score of 100 and each of the other the Bidder's Normalized Technical score will be calculated by the following formula:

Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 100} (adjusted to 2 decimals)

The Bidder should qualify in each of the evaluation criteria and secure overall score of at least **80 percentile** to qualify for the next stage of evaluation.

The Bidder is required to submit all required documentation in support of the specified evaluation criteria. Each of the above Technical evaluation criteria has been detailed out below along with the scoring methodology:

Example: The following table illustrates how the score will be calculated for Technical Evaluation:

Evaluation criteria	Max score	Bidder-1 Raw score	Bidder-2 Raw score	Bidder-3 Raw score
Functional Requirement specifications (FRS)	20	18	14	16
Technical requirement specifications (TRS)	10	9	8	8

Client citations	20	18	18	16
Proposed Solution	10	9	10	10
Project Implementation approach & methodologies	20	16	20	16
Proof of Concept (POC)	20	20	16	16
Total	100	90	86	82
Bidder-1 has the highest raw score of 90. Considering that as base, Bidder-1 will be assigned 100 marks in Technical evaluation.				
Bidder-2 is disqualified as its FRS marks 14 are less than FRS cut-off 16.				
Score of Bidder-3 = $82/90 * 100 = 91.11$				

Functional requirement specifications (FRS)

The Owner intends to assess the capability of Bidders in implementing 'ONE-BHEL' Integrated Solution functional capabilities for ERP Product. The weightage assigned to **Functional requirement Specifications (FRS)** is 20 marks.

Each functional requirement across the functional areas mentioned in **Annexure #1 Functional Requirement Specifications** has been assigned priority as defined below to denote relative significance of the functionalities of the proposed solution for conducting business of the Owner.

The FRS response of the Bidder has to be certified by the ERP Product OEM w.r.t. the coverage of the solution through standard ERP, customization and 3rd Party software/solution.

Wherever the FRS criteria is met through customization or 3rd Party solution, the ERP Product OEM should certify that the functionality cannot be met through Standard ERP or its Add-On engine.

Priority	Marked as	Weightage
Essential	E	3
Desirable	D	1

Response for priorities marked as Essential (E)

The Bidder has to give adequate response, for each of the functional requirement and the bidder response shall be any of the following 3 options –

Bidder response	Details	Marks Assigned for Response
SD	Supported as delivered out of the box - Standard Product Feature	10
SC	Supported by Customization / Custom objects - Change in source code	6
ST	Supported by a 3rd party solution	3

“Not Available” option is not available to the requirements which are marked as "Essential (E)" requirements

Response for priorities marked as Desirable (D)

The Bidder has to give response for each of the functional requirement as to how the particular requirement will be met. The response shall be any of the following 4 options -

Bidder response	Details	Marks Assigned for Response
SD	Supported as delivered out of the box - Standard Product Feature	10
SC	Supported by Customization / Custom objects- Change in source code	6
ST	Supported by a 3rd party solution	3
NA	Not Available	0

Score for each functional requirement (marked as either Essential or Desirable) will be calculated as the product of weightage for priority and marks assigned for response to each of the functional requirement. The marks thus obtained for each of the functional requirement will be aggregated & the total raw score than will be denominated by maximum score possible for all functional requirements & output of that will be multiplied with 20. The following formulae will be used to get the Functional requirement specification score of a Bidder:

Functional requirement specification score of a Bidder = {Total raw score for functional requirements scored by Bidder / Maximum marks possible for all functional areas} X 20} (adjusted to 2 decimals)

The entire bid will be considered as Non-responsive & will be liable for rejection in case:

- The Bidder's Technical requirement specification score as calculated above is less than 80% (<80%).
- The Bidder does not respond to any of the functional requirement
- The Bidder chooses “Not Available” option for any Essential requirement
- The Bidder chooses any option other than that mentioned for the priority

Example: The following table illustrates how the score will be calculated for Functional requirement specification:

Functional Requirements	Priority	Bidder response	Calculated scores
Requirement-1	E	SD	3*10 = 30
Requirement-2	E	SC	3*6 = 18
Requirement-3	E	SD	3*10 = 30
Requirement-4	D	ST	1*3 = 3
Requirement-5	D	SD	1*10=10
Requirement-6	D	SC	1*6= 6
Total Score			97
Maximum marks possible			120 (3*10*3 + 1*10*3)
Functional requirement specification score			(97/120)*20 = 16.17

Technical requirement specifications (TRS)

The Owner intends to assess Integrated Solution technical capabilities for offered ERP Product. The weightage assigned to **Technical requirement Specifications (TRS)** is **10 marks**.

Each technical requirement across the technical areas mentioned in **Annexure # 2 Technical Requirement Specifications** will be of same importance and carry equal weightage. The Bidder has to respond to each of the technical requirement and the response will be any of the following 2 options:

Bidder response	Detail	Marks Assigned for Response
A	Available	2
NA	Not-Available	0

The marks given on the basis of the response given by the Implementation partner for each of the technical requirement will be aggregated & the total raw score than will be denominated by maximum score possible for all technical requirements & output of that will be multiplied with 10. The following formulae will be used to get the Technical requirement specification score of a Bidder:

Technical requirement specification score of a Bidder = {Total raw score for technical requirements scored by Bidder / Maximum marks possible for all technical areas} X 10} (adjusted to 2 decimals)

The entire bid will be considered as Non-responsive & will be liable for rejection in case:

- The Bidder's Technical requirement specification score as calculated above is less than 80% (<80%).
- The Bidder does not respond to any of the technical requirement
- The Bidder chooses any option other than that mentioned for the priority

Example: The following table illustrates how the score will be calculated for Technical requirement specification:

Technical Requirements	Bidder response	Calculated scores
Requirement-1	A	2
Requirement-2	A	2
Requirement-3	A	2
Requirement-4	A	2
Requirement-5	NA	0
Requirement-6	A	2
Total score		10
Total raw score		10
Maximum marks possible		(2*6) = 12
Technical requirement specification score		(10 / 12) * 10 = 8.33

Client citations

The Owner has requested Implementation partner to show its capabilities of implementing offered ERP product across related and other industries. The weightage assigned to **Client citations is 20 marks** which will be assigned across following areas -

S.No.	Citation area	Citation Detail	Marks Allotted
1	Global Implementation Experience	The Bidder shall provide the citations related to the implementation of offered ERP product for global customers with at least one of the implementation having minimum 5000 licenses.	2
2	Implementation of ERP Functions	The Bidder shall provide the citations related to the implementation of the offered ERP product which covers the following functions in a single implementation:	2

S.No.	Citation area	Citation Detail	Marks Allotted
		Sales, Marketing & Dispatch, Project Management, Material Management, Production Management, Financial Management & costing, Engineering, Quality & Plant Maintenance.	
3	Implementation in manufacturing industry	The Bidder shall provide the citations related to the implementation of the offered ERP product in heavy equipments engineering & manufacturing sector with atleast 500 licenses.	3
4	Implementation in EPC industry	The Bidder shall provide the citations related to the implementation of the offered ERP product in Engineering, Procurement and Construction (EPC) industry with atleast 500 license in each installation.	3
5	Current implementation experience	The Bidder shall provide the citations related to the implementation of the offered ERP product in last 5 years with at least 500 licenses in each of the implementation.	2
6	PSU experience	The Bidder shall provide the citations related to the working with the Government / PSU for a Software project value not less than INR 60 Crores.	2
7	Large implementation Experience	The Bidder shall provide the citations related to the implementation of the offered ERP product in India with at least 1000 licenses.	2
8	Multi location Implementation Experience	The Bidder shall provide the citations related to the implementation of the offered ERP product in a company with multiple locations (minimum 5 locations).	2
9	Project Value	The Bidder shall provide the citations related to the implementation of the offered ERP product during the last 7 years' worth INR 25 crores each.	2
Total			20

Note:

- Technical upgrades and rollouts would not be considered.
- The Self-service licenses will not be considered.
- All the citations are required w.r.t. the ERP implementations where Implementation Partner is the Primary implementation partner in an arrangement (Consortium / Teaming / Others) where more than one partners are part of the bidding proposal OR the Bidder is the sole implementation party.
- Only End to End ERP implementations (Creation of Business Blueprint document to implementation followed by maintenance & support) would be considered for the evaluation purposes.
- The details of contact person in the Client organizations referred in citations must be provided by Bidder for each of the citation.
- Owner reserves the right to independently verify the customer certificate for which Bidder has to facilitate.
- Citations with only Human resource, Customer relationship management & Finance functions will not be considered for evaluation purpose

The Bidder needs to provide detailed citations in the format defined in the **Annexure #15 Citations** for each of the areas mentioned above. The scoring for each of the above area will be based on percentile basis whereby maximum Client citations provided by Bidder will be taken as baseline & other Bidder's score will be calculated based on that. The following formulae will be used to get the score for each of the above area -

Client Citation score for area 1 = {Number of citations provided by Bidder for area 1 / Maximum number of citations provided by any Bidder in area 1} X Maximum Score for area 1} (adjusted to 2 decimals)

Client Citation score for Bidder 1 = {Raw Score of Bidder 1 / Maximum Raw Score amongst the Bidders} X Maximum Score for Client Citations i.e. 20} (adjusted to 2 decimals)

Example: The following table illustrates how the score will be calculated for Citations:

Citation area	Max score	Bidder-1 Citation (Nos.)	Bidder-2 Citation (Nos.)	Bidder-3 Citation (Nos.)	Max Citations	Bidder-1 raw score	Bidder-2 raw score	Bidder-3 raw score
Area-1	2	10	15	9	15	10/15*2	15/15*2	15/15*2
Area-2	2	10	8	10	10	10/10*2	8/10*2	10/10*2
Area-3	3	20	18	15	20	20/20*3	18/20*3	15/20*3
Area-4	3	10	18	12	18	10/18*3	18/18*3	12/18*3
Area-5	2	10	8	10	10	10/10*2	8/10*2	10/10*2
Area-6	2	20	10	15	20	20/20*2	10/20*2	15/20*2

Area-7	2	10	15	12	15	10/15*2	15/15*2	12/15*2
Area-8	2	10	8	10	10	10/10*2	8/10*2	10/10*2
Area-9	2	20	10	15	20	20/20*2	10/20*2	15/20*2
Raw score for each of the Bidder						17.33	16.5	16.05

Proposed Solution

Each qualified Bidder shall be invited by the owner for a meeting for presenting its proposed Solution at a date, time & venue determined and communicated in advance. The evaluation shall be carried out by Owner's designated Committee / Group and the entire process shall be video-graphed. The weightage assigned to Proposed Solution is **10 marks** & the bidders shall be assessed on the following:

Sl. No.	Parameter	Maximum Marks	Marks Evaluation
1	Understanding of Owner's requirement: <ul style="list-style-type: none"> The Bidder has to present the entire solution (Software Bill of Material) for meeting Owner's Functional & Technical Requirements. 	5	5 marks – Excellent. 4 marks – Very Good. 3 marks – Good. 2 marks – Average.
2	Understanding of Owner's requirement: <ul style="list-style-type: none"> Details of third party solutions proposed to be implemented if any, their description and the purpose. ** Excluding Industry standard integration adaptors/connectors.	2	2 marks – No Third party solution(s). 1 mark - Third party solution(s) are there.
3	Hardware Landscape with sizing for the 'ONE-BHEL' solution.	3	3 marks – Very Good. 2 marks – Good. 1 mark – Average.

Project Implementation approach & methodologies

Each qualified Bidder shall be invited by the owner for a meeting for presenting its proposed Project implementation approach and methodologies at a date, time & venue determined and communicated in advance. The evaluation shall be carried out by Owner's designated

Committee / Group and the entire process shall be video-graphed. The weightage assigned to Project Implementation approach & methodologies is **20 marks** & the bidders shall be assessed on the following:

Sl. No.	Parameter	Maximum Marks	Marks Evaluation
1	Methodology and Expertise in business process re-alignment (BPR) & design.	3	<p>1 mark – Acceptable presentation / document by Bidder.</p> <p>2 marks – Additional 1 mark if the Bidder provides evidence(s) of having successfully followed the similar approach in its prior successful ERP implementation projects.</p> <p>3 marks – Additional 1 mark if the Bidder for the above evidences provides access to Owner to verify, of having successfully followed the similar approach in its prior successful ERP implementation projects.</p>
2	Methodology and approach along with tools and processes provided for addressing data conversion and migration requirements and ensuring the quality of the migrated data through multi-step validation.	3	<p>1 mark – Acceptable presentation / document by Bidder.</p> <p>2 marks – Additional 1 mark if the Bidder provides evidence(s) of having successfully followed the similar approach in its prior successful ERP implementation projects.</p> <p>3 marks – Additional 1 mark if the Bidder for the above evidences provides access to Owner to verify, of having successfully followed the similar approach in its prior successful ERP implementation projects.</p>
3	Complete details with total & phase wise time period, methodologies, processes & controls of the complete “Change Management” across all	3	<p>1 mark – Acceptable presentation / document by Bidder.</p> <p>2 marks – Additional 1 mark if the Bidder provides evidence(s) of having successfully followed the</p>

	levels in Owner's entire establishment.		similar approach in its prior successful ERP implementation projects. 3 marks – Additional 1 mark if the Bidder for the above evidences provides access to Owner to verify, of having successfully followed the similar approach in its prior successful ERP implementation projects.
4	Integration Approach with Owner's Engineering & PLM software and SAP-HR	3	1 mark – Acceptable presentation / document by Bidder. 2 marks – Additional 1 mark if the Bidder provides evidence(s) of having successfully followed the similar approach in its prior successful ERP implementation projects. 3 marks – Additional 1 mark if the Bidder for the above evidences provides access to Owner to verify, of having successfully followed the similar approach in its prior successful ERP implementation projects.
5	Methodology for Project Governance for: <ul style="list-style-type: none"> • Governance Mechanism. • ERP Project Management. • Escalation / issue resolution. • Risk Management & Mitigation plan. • Mechanisms to monitor the project timelines. • Change control and estimation. • Quality Management. • Blueprinting capability and methodology. 	3	1 mark – Acceptable presentation / document by Bidder. 2 marks – Additional 1 mark if the Bidder provides evidence(s) of having successfully followed the similar approach in its prior successful ERP implementation projects. 3 marks – Additional 1 mark if the Bidder for the above evidences provides access to Owner to verify, of having successfully followed the similar approach in its prior successful ERP implementation projects.
	Support and Maintenance covering: <ul style="list-style-type: none"> • Bill of services offered under 		1 mark – Acceptable

6	support and maintenance. <ul style="list-style-type: none"> • Team structure to deliver the services. • Mechanism for Escalation process. • Methodology for Application & Infrastructure Support. • Methodology for Incident and Problem Management. • Methodology for Change / Release Configuration Management. • Methodology for Overall Service Level Management. • Methodology for Helpdesk Support. 	2	presentation / document by Bidder. 2 marks – Additional 1 mark if the Bidder provides evidence(s) of having successfully followed the similar approach in its prior successful ERP implementation projects.
7	Availability of pre-configured Industry specific configuration templates in the ERP Product.	3	3 marks - Available. 1 marks – Not available.

Proof of concept (POC)

The Bidder shall create the Proof of Concept (POC) for 'ONE-BHEL' project to assess the product & implementation partner capabilities. The Proof of Concept needs to be executed / demonstrated by each of the qualified Bidders.

The weightage assigned to Proof of Concept (POC) is **20 marks**. **The POC document will only be shared with the Bidders who have qualified through the Pre-Qualification Criteria (ref. 5.4).** The bidder should start working on the POC immediately after the release of POC document as per the schedule mentioned in POC document. In case of any discrepancy in FRS response and the capability shown in POC, the POC will prevail and the FRS marks would be recalculated.

Annexure # 6 Template for Pre-bid Queries

Company Name						
Date						
Query Details:						
S. No.	Page No	Section (Name & No.	Sub Section (Name & No.)	Statement as per tender document	Query by bidder	Reason for Query
1						
2						
3						
4						
5						
6						
7						

Annexure # 7 Bid Cover Sheet

Date:

To:

Mr. <Contact Person Name>
<Complete Address>

Dear Sir,

Ref.: Your Tender no. _____

The undersigned Bidder ("the Bidder") hereby acknowledges receipt of the Request for Proposal in respect of the above tender.

We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 180 (One hundred & eighty) days from the date fixed for opening of bids as stipulated in the bidding documents.

The Bidder hereby proposes to supply the Services as described in the Bid Documents for the prices stated in such Bid Documents upon the terms and conditions contained in the Request for Proposal.

The address of the Bidder to which any notices / references that may be issued in accordance with the Request for Proposal may be sent is:

[Please complete all details in the space provided]

Company Name:	
Contact Name:	
Position:	
Address:	
Mobile:	
Telephone:	
Fax Number:	
Email Address:	

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form has to be signed by authorized signatory.

Annexure # 8 Bank Guarantee (BG) Format

(To be executed on Non-Judicial Stamp Paper of appropriate value)

..... **(Name of the Bank)**

Address

Guarantee No.

A/c Messrs **(Name of Contractor)**

Date of Expiry

Limit to liability **(currency & amount)**

.....

Contract No.

For **(Name of Facilities)**

Subject : Performance Bank Guarantee.

Date 200..

To

.....

.....

.....

[Name and Address of Employer]

Dear Sir,

We refer to the Contract Agreement (hereinafter called the "Contract") Reference No. Dated between you and M/s. **(Name of the Contractor)** (hereinafter called the "Contractor"). Whereas the Contractor has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of the Facilities & the equipment supplied.

1. We **(Name of the Bank)** do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding **(currency and amount)**. Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding

2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.

3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Contractor(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.

4. This guarantee shall come into force from the date of issue of this guarantee and shall remain revocably valid and inforce initially upto_____ and the same shall be extended further until the expiry of the Defect Liability Period of the said Contract.

5. This guarantee shall not in any way be affected by you taking any securities from the Contractor or by the winding up, dissolution, insolvency or death as the case may be of the Contractor. We shall not be entitled to proceed against the assets of the Contractor at your site

6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

7. This guarantee is in addition to any other guarantee or guarantees given to you by us.

8. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.

9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum (**currency and amount**) and shall expire on unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.

10. We have full power to sign this guarantee under the delegations of powers and notification made under general regulation and resolutions in this regard.

Yours faithfully

Dated day of 201_

For

(Name of the Bank)

Annexure # 9 Pre-Qualification Eligibility Form

Annexure # 9.1 ERP Product Vendor

S. No.	Parameter	Mandatory Qualification Description	Evidence
<u>Financial</u>			
1.	Global Annual Financial Turnover	The ERP Product Vendor must have Global Annual turnover of atleast INR 2000 Crores per year for 2 years out of the last 3 years. The company should be profit making for at least 2 years out of the last 3 years.	Audited financial statements for the last three financial years.
2.	Indian Annual Financial Turnover	The ERP Product Vendor must have Annual turnover from Indian Business of atleast INR 400 Crores per year out of which INR 80 Crores per year should be from ERP Business for atleast 2 years out of the last 3 years. The company should be profit making for atleast for 2 years out of the last 3 years.	Audited financial statements for the last three financial years. Auditor's Certificate of the Turnover of ERP License.
<u>Experience</u>			
3.	Globally Accepted ERP Product	The offered ERP product should have been implemented in 5 different countries in last 7 years. This should be 5 independent installations (for different clients) with at least 1000 licenses in each installation.	Purchase Order / Work Order / Completion certificate for each implementation
4.	Implementation in related industry globally	The offered ERP product should have been implemented for at least 3 operational global application customers in heavy equipment Engineering and Manufacturing sectors with at least 500 licenses in each installation.	Purchase Order / Work Order / Completion certificate for each implementation
5.	Implementation in Engineer To Order (ETO) type of Industry in India	The offered ERP product should have been implemented for at least 1 operational application customer in ETO type of Industry in India.	Purchase Order / Work Order / Completion certificate for each implementation

S. No.	Parameter	Mandatory Qualification Description	Evidence
6.	Implementation in Engineering, Procurement & Construction (EPC) Industry in India	The offered ERP product should have been implemented for at least 1 operational application customer in EPC type of Industry in India.	Purchase Order / Work Order / Completion certificate for each implementation
7.	Implementation experience in India	The offered ERP Product should have at least 10 installations in India with at least 500 licenses in each installation in last 7 years.	Purchase Order / Work Order / Completion certificate for each implementation
8.	Experience in Indian PSU	The offered ERP product should have been implemented for at least 1 Indian Public sector customer / Government department with licenses greater than 500 each in a single implementation.	Purchase Order / Work Order / Completion certificate for each implementation
<u>Technical</u>			
9.	India specific Tax Compliance	The offered ERP product must meet Indian tax requirement and also capable of incorporating future changes	Provide self-certificate stating how the product will incorporate future changes, as & when applicable
10.	Integration Capability	The offered ERP product should be capable of integrating with the following - <ul style="list-style-type: none"> • Auto CAD • Engineering automation & Product Life Cycle management software • SAP-HCM 	Provide the list of PLM software which can be integrated with the Offered ERP product. Provide the list of Customers where Offered ERP product is integrated with SAP-HCM.
<u>Others</u>			

S. No.	Parameter	Mandatory Qualification Description	Evidence
11.	Registration In India	The company should have registered office in India	Registration certificate
12.	Research & Development centre in India	The company should have at least one Research & Development centre for offered ERP product in India from last 3 years as on 31st March 2013 and with minimum 500 employees.	Provide self-certificate containing the address of the Research & Development Centre
13.	Product Partners	The offered ERP product should have at least 5 certified implementation partners in India.	Provide self-certificate along with Implementation Partner names
14.	Training Centres	The company should have its own training centre in India with minimum capacity of 50 participants per batch.	Provide self-certificate with location and address.
15.	Client Satisfaction	The offered ERP Product Vendor should not have been black listed by PSU, Govt. of India and / or have past & on-going legal cases with such entities.	Provide self-certificate from company's authorized signatory
16.	J&S Responsibility	The offered ERP Product Vendor must be Jointly or Severally responsible for the Successful implementation of the project.	Duly Executed Consortium Agreement on Non-judicial stamp paper, notarized and Letter from authorized signatory in ERP Product Vendor organization confirming J&S responsibility.

Note:

- 1) *Technical upgrades and rollouts would not be considered.*

- 2) *All self-certificates must be signed by the Authorized signatory, unless specified otherwise.*
- 3) *The Self-service licenses will not be considered.*
- 4) *Definition in Section 2 to be referred for words used in table(s) above.*

Annexure # 9.2 Implementation Partner

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
<u>Financial</u>			
1	Global Annual Financial Turnover	The Implementation Partner should have Global Annual turnover of more than INR 2000 Crores per year out of which INR 400 Crores per year should be from offered ERP product Implementation Business at least for 2 years out of the last 3 years. The Company should be profit making at least for 2 years out of the last 3 years.	<p>Audited financial statements for the last three financial years.</p> <p>Auditor's Certificate of the Turnover of offered ERP Licenses.</p>
2	Indian Annual Financial Turnover	The Implementation Partner should have annual turnover from Indian Operations of more than INR 500 Crores per year out of which INR 100 Crores per year should be from offered ERP product Implementation Business at least for 2 years out of the last 3 years. The company should be profit making at least for 2 years out of the last 3 years.	<p>Audited financial statements for the last three financial years.</p> <p>Auditor's Certificate of the Turnover of offered ERP Licenses.</p>
<u>Experience</u>			
3	Global Implementation Experience	The Implementation Partner must have implemented offered ERP product for at least 3 operational global customers with at least one of those implementation having minimum 5000 licenses.	<ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification with access to the Owner/ PwC for validation from the customer within 7 days of request from the Owner/ PwC. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be rejected. • Annexure # 15 Citations duly filled in with the required details

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
4	Implementation of ERP Functions	<p>The Implementation Partner must have implemented offered ERP product which covers the following functions in a single implementation:</p> <p>Sales, Marketing & Dispatch, Project Management, Material Management, Production Management, Financial Management & costing, Engineering, Quality & Plant Maintenance.</p>	<ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification with access to the Owner/ PwC for validation from the customer within 7 days of request from the Owner/ PwC. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be rejected. • Annexure # 15 Citations duly filled in with the required details
5	Implementation in manufacturing industry	<p>The Implementation Partner must have implemented offered ERP product in at least 1 company in heavy equipments engineering & manufacturing sector with atleast 500 licenses.</p>	<ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification with access to the Owner/ PwC for validation from the customer within 7 days of request from the Owner/ PwC. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be rejected. • Annexure # 15 Citations duly filled in with the required details
6	Implementation in EPC industry	<p>The Implementation Partner must have implemented the offered ERP product in at least 2 companies in Engineering, Procurement and Construction (EPC) industry with atleast 500 license in each installation.</p>	<ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification with access to the Owner/ PwC for validation from the customer within 7 days of request from the Owner/ PwC. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>claims of Bidder shall be rejected.</p> <ul style="list-style-type: none"> • Annexure # 15 Citations duly filled in with the required details
7	Current implementation experience	The Implementation Partner must have implemented offered ERP product for at least ten customers in last 5 years with at least 500 licenses in each implementation.	<ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification with access to the Owner/ PwC for validation from the customer within 7 days of request from the Owner/ PwC. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be rejected. • Annexure # 15 Citations duly filled in with the required details
8	Indian PSU experience	The Implementation Partner must have worked with the Indian Government / Indian PSU for a Software project value not less than INR 60 Crores.	<ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification with access to the Owner/ PwC for validation from the customer within 7 days of request from the Owner/ PwC. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be rejected. • Annexure # 15 Citations duly filled in with the required details
9	Large implementation Experience	The Implementation Partner must have executed at least 1 offered ERP product implementation project in India with at least 1000 licenses.	<ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification with access to the Owner/ PwC for validation from the customer within 7 days of request from the Owner/ PwC. In case such

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be rejected.</p> <ul style="list-style-type: none"> • Annexure # 15 Citations duly filled in with the required details
10	Multi location Implementation Experience	The Implementation Partner must have implemented offered ERP product in at least 1 company with multiple locations (minimum 5 locations)	<ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification with access to the Owner/ PwC for validation from the customer within 7 days of request from the Owner/ PwC. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be rejected. • Annexure # 15 Citations duly filled in with the required details
11	Project Value	<p>The Implementation Partner must have implemented offered ERP product during the last 7 years worth:</p> <p>At least 3 jobs with each worth over INR 25 Crores</p> <p>Or</p> <p>At least 2 jobs with each worth INR 30 Crores</p> <p>Or</p> <p>At least 1 job worth INR 60 Crores</p>	<ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification with access to the Owner/ PwC for validation from the customer within 7 days of request from the Owner/ PwC. In case such timely access is not available & or customers are either non-responsive or give inadequate response, as decided by the Owner, such claims of Bidder shall be rejected. • Annexure # 15 Citations duly filled in with the required details

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
<u>Others</u>			
12	Quality Certifications	<p>The Implementation Partner must have following valid certificates for last one year:</p> <ul style="list-style-type: none"> • Level 5 SEI CMMi • ISO 9001:2008 certification • ISO 27001/27002 certification/ IB clearance 	Provide copy of certificate
13	Support Centre/ Centre of Excellence	The Implementation Partner must have a 24 x 7 support center / Centre of Excellence for offered ERP product in India from last 3 years as on 31st March 2013 and with minimum 200 employees.	Provide self-certificate containing the address of the Support Centre
14	Trained consultants	The Implementation Partner must have at least 300 full time consultants of the offered ERP product on its current payroll in India with experience on implementation of all the major modules out of which at least 50 consultants must be certified on & by offered ERP product.	Provide self-certificate from company's authorized signatory
15	Product partnership	The Implementation Partner must have an existing implementation partnership with the offered ERP product for a period of at least last 5 years & it should be currently active as well.	Recognition status by ERP Product OEM clearly stating the Category and number of years the partnership is active
16	Client Satisfaction	The Bidder Company should not have been black listed by PSU, Govt. of India and / or have past & on-going legal cases with such entities.	Provide self-certificate from company's authorized signatory

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
17	J&S Responsibility	The Implementation Partner & offered ERP product OEM must be Jointly or Severally responsible for the Successful implementation of the project.	Duly Executed Consortium Agreement on Non-judicial stamp paper, notarized and Letter from authorized signatory in Implementation Partner Organization confirming J & S responsibility.

Note:

Technical upgrades and rollouts would not be considered. 2) All self-certificates must be signed by the Authorized signatory, unless specified otherwise. 3) The Self-service licenses will not be considered. 4) Definition in Section 2 to be referred for words used in table(s) above.

Annexure # 10 Techno-commercial Bid Covering Letter

Date:

To:

Mr. <Contact Person Name>

<Complete Address>

Dear Sir,

Ref.: Your Tender no. _____

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the 'ONE BHEL' project of the Bharat Heavy Electricals Limited. To meet such requirements and provide such services as required are set out in the RFP:

We attach hereto the technical response as required by the RFP, which constitutes our proposal.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.

We undertake that, if our proposal is accepted, to adhere to the implementation plan or such adjusted plan as may subsequently be approved by you.

If our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.

Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form has to be signed by authorized signatory.

Annexure #11 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form has to be signed by authorized signatory.

Annexure #12 Schedule of Delivery

The entire project is expected to be completed within 36 months from the start date of the project. The bidder is expected to furnish their milestone dates in details as below in-line with owner's milestone schedule.

Activity No.	Activity Description	Scheduled date of delivery / completion	Scheduled date of acceptance

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form has to be signed by authorized signatory.

Annexure #14 Team Profiles – CVs

S. No	Item	Details		
1.	Name			
2.	Specify role to be played in the project			
3.	Current job title			
4.	Under minimum resource compliance requirement (YES / NO)			
5.	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
6.	Name of Organization	From	To	Designation/ Responsibilities
7.	Number of years with the Current Organization			
8.	Current job responsibilities			
9.	Skill sets			
10.	Summarized professional experience over last 10 years in reverse chronological order			
11.	From	To	Company / Project / Position / Relevant Functional, Technical and Managerial experience	
12.	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.			
13.	Degree (including	Year of Award of	University	% of marks

	subjects) / Training / Certifications	Degree		

Certification: I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Day/Month/Year:

[Name and Signature of staff member]

Annexure #15 Citations

S. No	Item	Details
A. General Information		
1	Customer Name	
2	Details of Contact Person Name: Designation: Email: Phone: Fax: Mailing Address:	
B. Project Details		
3	Name of the project	
4	Government/Non-Government / PSU	
5	Start Date & End Date	
6	Current Status (work in progress, completed)	
7	Contract Tenure	
8	Geographical Coverage (No. of locations the project covers)	
9	Effort involved in person-months in each phase with average/peak number of resources deployed in each phase	
C. Size of the project		
10	Order Value of the project (in lakhs)	
11	Capital Expenditure involved (in lakhs)	
12	Total cost of the services provided (by the Bidder in lakhs)	
13	Total Cost of services (provided by the Partners in lakhs)	

14	Please provide Customer certificate for the executed scope	
D. Brief description of scope of project		
Highlight the Key Result Areas expected and achieved		
List of modules and sub-modules implemented		
Narrative description of Project including technology deployed:		
Description of actual services provided by your staff within the assignment:		

Annexure #16 Total Cost

Sl.No.	Price Bid Line Item	Base price in INR	Excise Duty		VAT		CST		Service Tax		Other Taxes		Total Cost (In INR)	Total Amount in words	Remarks
			%	Amount	%	Amount	%	Amount	%	Amount	%	Amount			
1	License & Annual Technical Support Cost (Annexure #17)														
2	Implementation cost (Annexure #20)														
3	Man-power cost for Implementation Partner (Annexure # 18.1)														
4	Man-power cost for Solution Expert Consulting Services (Annexure # 18.2)														
5	Training cost (Annexure #19)														
6	Post Go-Live Support Cost (Annexure #29)														
TOTAL COST (X)															
7.A	Minimum guaranteed CENVAT credit on account of Service Tax														
7.B	Input Tax credit on account of VAT														
TOTAL Y (7.A + 7.B)															
TOTAL QUOTED PRICE (X - Y)															
<i>** Any existing tax/duty not mentioned here will not be entertained at a later date</i>															
<i>** All import related duties shall be borne by the Bidder</i>															
<i>** All expenses related to travelling, lodging, boarding and other expenses have to be borne by the Bidder.</i>															
<i>** The Bidder's resources can be located at any of the Owner's location during the execution of the Project.</i>															
<i>** CST with and without C Form to be indicated.</i>															

Annexure #17.1 (License & ATS Cost for SAP ERP)

SI. No.	Type of License	Parameter	Start of the Realization Phase	Actual Start of Phase-I Final Preparation Phase	Actual Start of Phase-II Final Preparation Phase	Actual Start of Phase-III Final Preparation Phase	Actual Completion of Phase-III rollouts & Sustenance Support	TOTAL
1	SAP-ERP Transaction Users(Includes the no. of users required for development)	No. of Licenses (a)	300	2050	1000	1525	1000	5875
		License Price per Unit in INR (b)						
		License Price in INR (a x b)						
		ATS Rate (% of License Price)						
		ATS Price in INR						
2	SAP-ERP Medium Users	ATS Period in Months			1000	800	1000	2800
		No. of Licenses (a)						
		License Price per Unit in INR (b)						
		License Price in INR (a x b)						
		ATS (% of License Price)						
3	Business Partners	ATS Price in INR						
		ATS Period in Months						
		No. of Licenses (a)			5000	5000	5000	15000
		License Price per Unit in INR (b)						
		License Price in INR (a x b)						
4	3rd party products / software	ATS (% of License Price)						
		ATS Price in INR						
		ATS Period in Months						
		Price in INR						
5	Annual Technical Support for Owner's existing SAP Licenses (2129 nos.)	ATS (% of 3rd party products / software License Price)						
		ATS Price in INR		975		1154		
		ATS Period in Months						
		Owner's existing SAP licenses to be factored						
Total License Price in INR (X)								
Total License Price in Words								
Total Annual Technical Support Price in INR (Y)								
Total Annual Technical Support Price in Words								
Total Price in INR (Z=X+Y)								
Total Price in Words								
For ATS - Amount to be quoted as per Owner's license buying schedule and for the period starting from first license procurement to end of Post Go-Live Support phase.								

Annexure #17.2 (License & ATS Cost for NON-SAP ERP)

Sl. No.	Type of License	Parameter	Start of the Realization Phase	Actual Start of Phase-I Final Preparation Phase	Actual Start of Phase-II Final Preparation Phase	Actual Start of Phase-III Final Preparation Phase	Actual Completion of Phase-III rollouts & Sustenance Support	TOTAL
1	SAP-ERP Transaction Users(Includes the no. of users required for development)	No. of Licenses (a)	300	3025	1000	2675	1000	8000
		License Price per Unit in INR (b)						
		License Price in INR (a x b)						
		ATS Rate (% of License Price)						
		ATS Price in INR						
2	SAP-ERP Medium Users	ATS Period in Months			1000	800	1000	2800
		No. of Licenses (a)						
		License Price per Unit in INR (b)						
		License Price in INR (a x b)						
		ATS (% of License Price)						
3	Business Partners	ATS Price in INR						
		ATS Period in Months						
		No. of Licenses (a)			5000	5000	5000	15000
		License Price per Unit in INR (b)						
		License Price in INR (a x b)						
4	3rd party products / software	ATS (% of License Price)						
		ATS Price in INR						
		ATS Period in Months						
		Price in INR						
Total License Price in INR (X)								
Total License Price in Words								
Total Annual Technical Support Price in INR (Y)								
Total Annual Technical Support Price in Words								
Total Price in INR (Z=X+Y)								
Total Price in Words								
<p>For ATS - Amount to be quoted as per Owner's license buying schedule and for the period starting from first license procurement to end of Post Go-Live Support phase.</p>								

Annexure #17.3 (BOM for 'ONE-BHEL' Solution)

The Bidder has to provide the detailed Bill of Material (BOM) for the entire 'ONE-BHEL' solution, covering list of ERP Licenses, Add-on Engines, 3rd Party software (if any) based on responses to FRS & TRS requirements of the Owner.

** The ERP product OEM shall certify the entire 'ONE-BHEL' solution BOM with explicit confirmation regarding non-availability of standard ERP functionalities wherever 3rd Party software is included in the solution (as also captured in FRS responses).

Sl. No.	Item	License Unit	Numbers
1	ERP Transaction Users		
2	ERP Medium Users		
3	Business Partners Users		
4	Database Software		
5	<Add-on Engines -1>		
6	<Add-on Engines -2>		
7	<Add-on Engines -3>		
8	...		
9	<3rd Party Software -1>		
10	<3rd Party Software -2>		
11	<3rd Party Software -3>		
11	...		

Annexure #18 Manpower Cost

The Owner wants the Bidder to provide the cost of additional man-power which owner may use and pay on actuals Owner certified days. Such unit rates shall remain valid & firm till the end of warranty period.

Annexure #18.1 Manpower Cost for Implementation partner

S. No.	Component	Person-days (A)	Rate per day per person or man day Rate in INR (B)	Base Price in INR (A)x(B)	Total amount in words
1	Functional Resource	400			
2	Technical Resource	100			
TOTAL					

Annexure #18.2 Manpower Cost for Solution Expert Consulting by ERP Product OEM

S. No.	Component	Person-days (A)	Rate per day per person or man day Rate in INR (B)	Base Price in INR (A)x(B)	Total amount in words
1	Functional Expert Resource	400			
2	Technical Expert Resource	100			
TOTAL					

Annexure #19 Training Cost

No of participant considered for training (A)	Training Rate per participant in INR (B)	Training Cost in INR (A)x(B) = D	Certification Rate in INR (per Participant) (C)	Certification Cost in INR (A)x(C) = E	Total amount in INR in words (D+E)
150					

Notes:

- Training duration shall be 15 days or as per ERP Product OEM training curriculum, whichever is more.
- The certification training includes the certification training cost and one time examination cost which will be paid on actuals
- Payment for training as per the requirement above of any additional number of participants will be on actuals.
- Maximum size of the batch should not exceed 25 participants
- The Bidder shall plan for concurrent training sessions at multiple location

Annexure #20 Implementation Cost

S. No.	Cost Components	Price in INR	Total amount in words
1	<p>'ONE-BHEL' ERP Solution Implementation Cost, includes:</p> <ul style="list-style-type: none"> • Implementation Cost • Customizations • Custom developments • Implementing 3rd Party Solutions • Testing (Unit, integration, Performance) • ERP Product OEM reviews • 'ONE-BHEL' Project related Trainings (end users, power users etc. but excluding owner's central core team certification training. • Go-Live • Implementation Support & Sustenance Support • All Resource deployment costs (ERP Product OEM and Implementation Partner) • Integration with Engineering software like AutoCAD • Integration with SAP-HCM • Any other associated costs related to deliveries & scope of works as mentioned in sections 7, 8 & 9 and not mentioned as a separate price format to be filled by the Bidder. <p>Note: The implementation cost should include the cost required to maintain minimum resource compliance requirement from Implementation partner (as specified in Section 8.2.2 Minimum Resource Deployment) and ERP Product OEM (as specified in Section 7.6.2 Minimum Resource Deployment)</p>		

Annexure #21 Non-Disclosure Agreement

Confidentiality Agreement

This **CONFIDENTIALITY AGREEMENT** (“**Agreement**”, which expression shall unless it be repugnant to the subject or context thereof, include all schedules and amendments thereof made from time to time) is made on the date set out in Schedule) hereof (the “**Effective Date**”) between the person (s) named in Schedule hereof (the “**Receiving Party**”) of the One Part.

And

BHEL LIMITED, a company incorporated under the companies Act, 1956 and a banking company within the meaning of the banking Regulation Act. 1949 and having its registered office at / its corporate office at BHEL Towers, ----- and the Zonal branch/branch office at _____ (“**BHEL**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Other Parts.

The Receiving Party and BHEL are hereinafter collectively referred to as “Parties and individually as a “Party”,

PREAMBLE:

- (i) BHEL is considering a project involving ----- (Insert Company Name & brief description of Project), the Receiving Party (“ the Project”), as more particularly specified in detail in Schedule 2 of this agreement for which BHEL will divulge certain information to the Receiving Party which at present is confidential and not in the public domain.
- (ii) BHEL intends that the aforesaid information be kept confidential as between the Receiving Party and BHEL and the Receiving Party undertakes and declares that it shall not divulge, publish or reproduce the same before and person except in accordance with the terms of this Agreement.

THEREFORE, IN COSIDERATION OF BHEL making available such confidential information as aforesaid to the Receiving Party, the Parties agree as follow

(1) For the purpose of this Agreement, “AFFILIATE” of BHEL shall mean and include:

- (a) Any company which is holding company or subsidiary of BHEL, or
- (b) A person under the control of or under common control with BHEL, or
- (c) Any person, in more than 26% of the voting securities of which BHEL has a direct or beneficial interest.

For the purpose of this Affiliate and Agreement, “control” together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, Whether through the owner ship of the vote carrying Securities, by contract or

otherwise however; and "Person" means the company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

- (2) The Receiving Party hereby agrees that all the confidential, proprietary or trade secret information relating to BHEL including without limitation, information regarding the business operations, financial information, customer information and marketing strategies of BHEL and any notes, compilations, studies, interpretations, presentations, correspondence or other writing made available to the receiving Party by BHEL whether in physical or electronic form, whether after the effective date or prior to the execution of this agreement, and in specifically marked "**CONFIDENTIAL**", INCLUDING any verbal indication that has been documented in writing and marked as "**Confidential Information**". The receiving Party agrees that all the confidential Information shall be treated as absolute secret and the receiving Party shall not disclose to any person such information otherwise than in accordance with the terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.
- (3) The receiving Party shall not, without the prior written consent of BHEL, display or disclose all or any part of the confidential Information, in any manner or circumstances whatsoever, to any person or any third party and all Confidential Information contained herein shall be used by the receiving Party, directly or indirectly solely for the purpose of considering, evaluating and effecting the Project. The receiving Party shall not use the Confidential Information in any way detrimental to BHEL.
- (4) The receiving Party hereby represents that any employee or any official of the Receiving Party who will be given access to the Confidential Information on behalf of the Receiving Party has executed/ shall execute appropriate non-disclosure contracts with the receiving Party for adequate protection of the confidential information belonging to BHEL and/or its Affiliates against disclosure or exploitation. The receiving Party shall forthwith make available a copy of such contracts as and when required BHEL.
- (5) The receiving party shall maintain a record of entities/persons to which the Confidential Information has been disclosed. This record shall be promptly made available to BHEL upon request.
- (6) Without limiting the above, the Receiving Party further undertakes:
 - (i) Not to disclose that the confidential Information is or has been or will be made available or that evaluation of the Confidential Information is being or has been or will be made.
 - (ii) Not to make copies of, or reproduce or display in any form and by any process, all or any of the Confidential Information, except in the form of notes or memoranda, whether in physical or electronic form, made by Receiving Party employees/ officials during their evaluation of the Confidential Information;
 - (iii) To limit the access to the Confidential Information solely to those of its directors, officials or employees who have reason to require access only on a "**need to know**" basis;
 - (iv) To ensure that each of such director, official or employee referred to in Clause 6 (iii) hereinabove, to whom the Confidential Information is disclosed, observes strictly, the restrictions as to use and disclosure contained herein;
 - (v) To return all Confidential Information to BHEL forthwith and within a period of 10 days upon request by BHEL or upon the Receiving Party or BHEL

deciding not to proceed with the Project. Should BHEL permit the destruction of such Confidential Information, the Receiving Party shall destroy the Confidential Information, within the period as may be specified by BHEL and shall provide BHEL with written notice that such destruction has been carried out.

- (vi) To use the Confidential Information solely for the purpose of considering, evaluating and effecting the Project as specified in Schedule 2 hereto and to take all steps necessary to protect the secrecy of the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
- (vii) To keep confidential the fact of existence of discussions between the Receiving Party and BHEL concerning the Project, unless otherwise required by law and not make any private or public announcement or statement concerning or relating to the Project.

7. The restriction on use and disclosure set out above shall not apply to any Confidential Information which at the date of its disclosure to the Receiving Party is public knowledge or which subsequently becomes public knowledge other than by way of a breach of the terms of this Confidentiality Agreement; Or was available to the Receiving Party prior to its disclosure to the Receiving Party by BHEL under the terms of this Agreement; Party by BHEL under the terms of the Agreement: or is required to be disclosed by way of a legal process regulation or Government order, decree, regulation or rule; Provided herein after that for the purposes of the above section, such circumstances as defined above shall be tangibly proved to the satisfaction of BHEL in order to qualify as an exception under this category.

8. The Receiving Party agrees that all Confidential Information shall remain the property of BHEL or its Affiliates and that BHEL may use such confidential information for many purposes without any obligation to the Receiving Party. Nothing contain herein shall be construed as granting or implying any transfer to rights (including license rights) to the Receiving Party in the Confidential Information.

9. The Receiving Party agrees and understands that by the furnishing or making available of the confidential information, neither BHEL nor any of its agents are making any representation or warranty express or implied as to the accuracy or completeness of the confidential information. BHEL shall not be liable to the Receiving Party or any other person to use of the confidential information.

10. The Receiving Party shall immediately notify BHEL of any known or suspected breaches of this Agreement and shall give BHEL full cooperation in any search or security.

11. If either party decides that it does not wish to proceed with the Project, such party will promptly advice the other party shall forthwith return all confidential information to BHEL and shall not retain any copies of the same, in any form whatever. The receiving Party shall further certify compliance with this clause to BHEL forthwith in writing.

12. The Receiving Party hereby agrees to forth indemnify and hold harmless BHEL and its Affiliates from and against any claim and loss or damages, liability (including the legal fees) arising out of or in connection with any unauthorized or any other breach of

the terms and conditioning contained in this Agreement. This clause shall survive the termination or expiration of this Agreement.

13. The Receiving Party acknowledges that any breach of the terms and conditions of this agreement may cause BHEL irreparable damages for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that BHEL or its nominee (in BHEL's sole discretion) shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or from its employees/officials, or otherwise to protect its rights, under this Agreement.
14. in the event the Receiving Party is required to disclose Confidential Information upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify BHEL of its having received a request to so disclose (alongwith the terms and circumstances thereof), and consult with BHEL on action or steps to be taken in response to such request and shall finally execute any such request in accordance with the satisfaction of BHEL.
15. This Agreement shall be binding upon and shall inure for the benefit of the heirs (if applicable), successors and assigns of the Parties hereto.
16. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by either Party except by prior written consent of the other Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
17. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
18. If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
19. This Agreement, the relationship between the Parties and all rights and obligations arising from any act done or required to be done under this Agreement and the terms herein shall be governed by and construed in accordance with the laws in India. The courts at Mumbai shall have the jurisdiction to try any matters arising out of or in connection herewith.
20. Nothing in this Agreement shall obligate either Party to consummate any transaction discussed as a result hereof.
21. This Agreement shall become binding on the Parties from the Effective Date and shall be in force such tenure as specified in Schedule I and shall remain in force for the entire term of the Project Notwithstanding anything contained herein, the obligations of Receiving Party Under this Agreement to retain secrecy of the Confidential Information shall however survive and be continuing until the Confidential information disclosed by BHEL is no longer confidential and is in public domain without any breach of the terms and conditions hereof by the Receiving Party.
22. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified in Schedule I hereto. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

23. For the avoidance of the doubt, the owner hereby reserves the right at all times to file for / oblige for any applicable copyright / patent and / or any other licenses as applicable and to this effect the Receiving Party hereby undertake to ensure that there is no infringement of the owner's Intellectual Property Interest (IPR) at any time.

SCHEDULE I

1. **Effective Date:** _____ day of _____ (Month).20____ (year)

2. **The Receiving Party:**

_____, a company registered under the provisions of the Companies Act, 1956, and having its Registered Office at _____.

The expression " Receiving Party" shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns.

3. Tenure:---- Years

4. Address for Notices:

If to BHEL:

BHEL Limited,

BHEL Towers,

Siri Fort

New Delhi 110049

Facsimile Number:

Tel No.:

Attn:

If to the Receiving party:

[Address]

Facsimile Number:

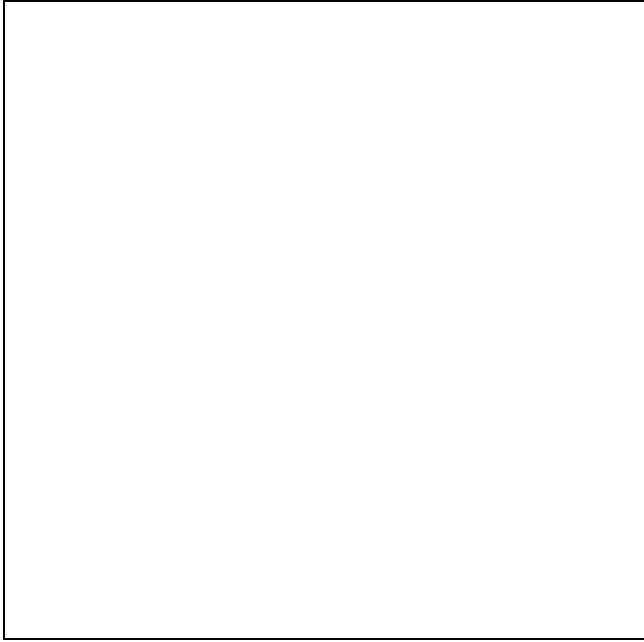
Tel No.:

Attn:

SCHEDULE 2

PROJECT

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in the manner hereinafter appearing.



In the presence of:

1)

2)

AND

Signed and Delivered by BHEL
LIMITED, the within named BHEL by the
Hand of _____, its
Authorized official in the presence of:

1) _____;

2) _____.

Annexure #22 Penalty

Payment to the Bidder shall attract the following penalties on the total contract price.

The Penalty applicable to the Bidder shall be independent of the Security Deposit and the Contract Performance Bond submitted by the successful Bidder.

S. No.	Parameter	Penalty	Ceiling
1.	Availability of license	If the Bidder is not able to provide the license within 4 weeks of requisition by the Owner, the payment to the Bidder will be liable for deduction @0.5% of the total contract price for delay of each week or part thereof.	Total price of Licenses as per the Owner's requisition.
2.	Availability of required & agreed man-power from ERP product OEM / Implementation partner	If the Bidder is not able to provide the required & agreed man-power from ERP product OEM / Implementation Partner within 15 days from the scheduled date of deployment, the payment to the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day.	20% of the total contract price.
3.	Adherence to overall Project timelines	If the Bidder fails to achieve the completion of project within defined duration, the payment to him will be liable for deduction @1% of the total contract price for delay of each week or part thereof.	20% of the total contract price.
4.	Adherence to Milestone timelines	If the Bidder fails to achieve the completion of any milestone within defined duration, the payment to him will be liable for deduction @1% of the milestone payment for delay of each week or part thereof.	Total payment linked to the respective milestone.
5.	Adherence to minimum resource requirement	If the Bidder fails to deploy the minimum resources as mentioned in Section 7.6 Minimum Resource Deployment and/ or 8.2 Minimum Resource Deployment from the date the Contract becomes effective, the payment to the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource shortfall for each day.	20% of the total contract price
6.	Non-compliance or non-implementation of corrections arising out of periodic Quality Audits.	If the Bidder fails to deliver the recovery compliances or implementation of corrections arising	20% of the total contract price

S. No.	Parameter	Penalty	Ceiling
		out of periodic Quality Audits, the payment to the Bidder will be liable for deduction @1% of the total contract price for each non-compliance.	

Note: The total cumulative penalty for the above shall not exceed 20% of the total Contract Price.

Annexure #23 Resource Deployment Declaration

This is to certify & irrevocably confirm that we shall deploy:

- Minimum resources during the entire duration of the 'ONE BHEL' project as mentioned in **Section 7.6 & 8.2.**
- Human Resources proposed for the project as mentioned in **Annexure # 14 Team Profiles – CVs**

Date:

Name and Designation of Signatory:

Name of Company:

Address:

Note: This form has to be signed by authorized signatory.

Annexure #24 Proof of Concept

The Bidder would be required to carry out a demonstration of Proof of Concept (POC) of the proposed ERP application to meet the requirements of the Owner, as defined in this RFP document on a no cost no commitment basis. This POC will be on live demo system.

The weightage assigned to Proof of Concept (POC) is **20 marks**. **The POC document will only be shared with the Bidders who have qualified through the Pre-Qualification Criteria (ref. 5.4).** The bidder should start working on the POC immediately after the release of POC document as per the schedule mentioned in POC document. In case of any discrepancy in FRS response and the capability shown in POC, the POC will prevail and the FRS marks would be recalculated.

Annexure #25 Consortium Agreement

CONSORTIUM AGREEMENT

PREAMBLE

This AGREEMENT is made this **(insert month)**, **(insert Year)** by and between (insert party of first part), a corporation incorporated in India/**(insert Country of registration in case of International Company)** under the Companies Act 1956/**(insert incorporating statute)** and having its registered office at **(insert address)** (herein after referred to as “---” which expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors & permitted assigns) and **(insert party of second part)**, a company listed in **(insert Country of registration)** and incorporated under (insert incorporating statute), having its registered office at **(insert address)** (herein after referred to as “----” which expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors & permitted assigns).

WHEREAS, Bharat Heavy Electricals Limited (hereinafter referred to as the “Owner”), the state-owned Indian utility/ a company incorporated in India under the Companies Act 1956, having its registered office at Siri Fort, New Delhi has invited competitive bids from pre-qualified bidders for the execution of the Tender for Selection of ERP Product & Implementation Partner

and

WHEREAS, **(insert party of the first part)**, among other things is in the business of **(insert description of main business)**;

WHEREAS, **(insert party of the second part)**, among other things is in the business of **(insert description of main business)**;

WHEREAS, **(insert party of the first part)** and **(insert party of the second part)**, desire to enter into an agreement for the purpose of (i) submitting a proposal to the Owner in response to its **tender no.-----, dated-----** and (ii) signing and entry into force of the contract with and for the Owner and (iii) good performance and faithful execution of the contract for the Owner for the scope of work (as mentioned in Annexure 25A of this agreement) and warranty in accordance with the aforementioned proposal with the Owner, and

AND WHEREAS, **(INSERT PARTY OF THE FIRST PART)** and **(insert party of the second part)**, desire to enter into an arrangement whereby (i) with respect to the Owner, **(INSERT PARTY NAME)**, shall act as the Consortium Leader with portions of the work to be assigned to **(INSERT PARTY NAME)**, and (ii) with respect to each other, the internal relationship between **(INSERT PARTY OF THE FIRST PART)** and **(INSERT PARTY OF THE SECOND PART)**, they define their respective rights and obligations and respective scopes of work in the manner prescribed below whilst acting forever jointly and severally to the Owner; and

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the PARTIES hereto hereby agree to undertake as follows:

PART II – DEFINITIONS

For the purpose of this agreement, the following words and phrases shall have the following meanings:

1. "Agreement" – shall mean this document, being the consortium agreement and all its appendices.
2. "Owner" – shall mean the product owners and/or the ultimate customer/principal for whom the present works are being carried out. For the purposes of this agreement, the term Owner shall mean Bharat Heavy Electricals Limited (BHEL).
3. "Consortium" – shall mean an unincorporated temporary association of **(INSERT PARTY OF THE FIRST PART)** and **(INSERT PARTY OF THE SECOND PART)**, jointly and severally responsible to the Owner through its identified leader/representative, for the purpose of submitting a proposal, signing, executing and performing the Contract with and for the Owner for the defined obligations herein.
4. By "Consortium" is meant: all parties to this Agreement.
5. "Contract" – shall mean the document or documents (including all amendments thereto) executed by and between the Consortium and the Owner which defines the rights and obligations of the parties thereto with respect to the obligations/scope of work mentioned in Annexure 25A.
6. "Default"- shall mean any breach of terms and conditions contained herein and/or breach or inconsistencies with the Owner's understanding.
7. "Tender Documents" – shall mean the request for bids issued by the Owner and its designated project consultant, and any further amendments thereto.
8. "Project" – shall mean the entire work to be performed by the parties to this agreement as mentioned in the obligations/scope of work mentioned in Annexure 25A and warranty of the products and services to be provided under the Contract.
9. "Proposal"- shall mean the joint offer prepared by the members of this Consortium/the Parties to be submitted to the Owner for the purpose of fulfilling the obligations/scope of work mentioned in Annexure 25A.
10. "Parties" – shall mean the parties executing this Agreement that is **(INSERT PARTY OF THE FIRST PART)** and **(INSERT PARTY OF THE SECOND PART)**.
11. "Party" – shall mean one of the PARTIES
12. "Third Party" – shall mean any party other than one of the PARTIES defined above.
13. "Scope of work" – shall mean, obligations defined for each PARTY, the sum total of that Party's supply of products and services as set forth in this agreement.
14. "Proportionate Share" – shall mean for each PARTY, the percentage or fraction represented by the ratio of prices of the party's SCOPE OF WORK to the PROJECT price as defined in **Annexure** of the agreement.
15. "Schedule" – shall mean the PROJECT SCHEDULE as set forth in **Annexure** to this agreement.
16. "Leader" – shall mean (INSERT PARTY NAME), in connection with both the commercial aspects, and the technical aspects of the Project, the single point

contact of the Project on behalf of the entire Consortium and directly accountable to the Owner irrespective of its joint and several liability viz.-a-viz. other Parties.

17. The "Proposal" – shall mean the formal offer together with any amendments or modifications thereto which may subsequently be offered to the Owner.

PART III – RELATIONSHIP OF THE PARTIES ENCLOSURES

1. The following enclosures are an integral part of this Consortium Agreement:
 - Scope Division Matrix as enclosed at Annexure 25A & 25B.
 - Price, Cost/Divisions as enclosed at Annexure 25C
2. The relevant enclosures hereto shall be kept up-to-date and amendments, if any thereto shall be executed by the Parties as a result of agreed amendments to the Contract or agreed internal variations/modifications and shall be so recorded in writing and shall constitute an integral part of this Agreement.

ORDER OF PRECEDENCE

1. In the event of a conflict and/or contradiction of the terms between this Consortium Agreement and its Annexures, the terms and conditions governing this Consortium Agreement shall prevail.
2. In the event of a conflict and/or contradiction of the terms between this Consortium Agreement and the Contract (by and between this Consortium and the Owner), the terms and conditions of the Contract shall prevail and supercede the terms of this Agreement. For the avoidance of doubt, in the absence of clarity in the Contract, nothing contained herein shall contravene the terms of the tender circulated by the Owner.

LEGAL STATUS

This Consortium Agreement shall relate solely to the Project and shall not extend to other activities or be construed to create a partnership or any other form of legal entity. Nor shall it be construed as creating or requiring any ongoing or continuing relationship or commitment among the parties hereto other than the obligations expressly set forth in this agreement. There shall be no profit or loss sharing. For the avoidance of doubt, sharing of liability for Cost shall not apply herein.

PRINCIPLES OF COOPERATION

RELATIONSHIP WITH THE OWNER

1. The Parties in the Consortium shall be jointly and severally liable to the Owner for the performance of the Contract at all times. To this effect, the Parties shall execute and discharge joint and several obligations in good faith through the Leader of the Consortium as identified and defined in **clause----** in this Agreement.
2. The Parties hereby understand and acknowledge that the principle of cooperation for the purposes of this agreement with respect to the relationship of Parties with the Owner shall be governed by Joint and Several Liability and to that extent, it shall be jointly and severally liable for both the payment of all amounts due under this Agreement to the Owner, and the taking of any actions required under this Agreement in such manner. For the avoidance of doubt such joint and several obligations towards the Owner shall continue to subsist irrespective of any

understanding/arrangement/agreement to the contrary agreed by the Parties amongst themselves and shall supercede any understanding to the contrary.

LEAD PARTY OF THE CONSORTIUM

1. **(Insert Party leader name)**, (Hereinafter referred to as the “Leader”) is hereby appointed by the consortium members to be the chief point of contact and is tasked to liaise with the Owner together and on behalf of the other consortium members to facilitate coordination of the Parties to the Contract. Such Party shall at all times be the single point of contact responsible to the Owner in the discharge of joint obligations. All the payments from the customer shall be routed through the leader of the consortium.
2. Under this cooperation, (Insert Party name) shall provide the Consortium members with the technical, commercial and financial information required in order to allow (Insert Part Leader Name) to prepare and submit the Proposal to the Owner with full involvement, knowledge and agreement of the Parties. For the avoidance of doubt, in the bid to be submitted jointly to the Owner, there shall be no concealment of facts/information/data which may harm the Owner in any manner or cause damage to the Owner’s interests in the Project. In the event of such concealment, the Parties shall jointly and severally bear such liability towards the Owner.

RELATIONS BETWEEN THE PARTIES

1. This Consortium Agreement regulates the relationship between the Parties, for this Project, during its validity.
2. No Party shall without prior written consent in each case from the Party(ies) concerned create obligations, accept commitments or waive rights on behalf of any other Party(ies).
3. Each Party shall comply with the Contract and in particular shall perform having regard to the Contract and this Consortium Agreement and shall engage such personnel and perform such services as may be required therefore in recognition of the Owner’s right to receive wholesome and satisfactorily rendered products and services.

COMPLETENESS

1. Having due regard to the character, objectives and scope of the Project, the Parties acknowledge that the Consortium is obliged to deliver a Project which is complete and functional.
2. Save as otherwise provided herein, should any work not be defined expressly in the Scope Division Matrix in Annexure 25A and 25B but be necessary and incidental to perform the Contract, in the opinion of the Owner, such work shall be expeditiously divided amongst the Parties and delivered to the Owner.

PURPOSE

1. The purpose of this Consortium shall be to prepare and submit a joint bid in respect of the Project to the Owner. In the event of successful bidding and award of Contract by the Owner, the Consortium shall carry out the Project in accordance with the

terms and conditions of the Contract and this Consortium Agreement, which defines the rights and obligations of the respective parties here to.

2. The parties hereby enter into an agreement for inter alia, the purpose of (i) preparing and submitting the Proposal to the Owner for the Project, (ii) jointly entering into a Contract with the Owner based on the Proposal, which Contract shall be signed by the Consortium, (iii) performing such Contract and (iv) defining the rights and obligations between the Parties in connection with the preparation and submission of the Proposal and the performance of the Contract, and for no other purpose.
3. Upon the signing of this Agreement, each Party will appoint by a written notice to the other Party a "representative(s)" fully authorized by such Party to act on its behalf in connection with all matters arising under this Agreement. In the event of a change in its nominated "representative(s)", such change shall only take effect when accompanied by an advance written notice to the other Party at the least one (1) month prior to the date when such change takes effect. Any representative not an employee of a Party shall be subject to approval by the other Party.
4. Nothing contained in this Agreement is intended nor shall it be construed as creating a partnership or joint venture among the Parties nor is anything contained in this Agreement intended.
5. Any individually owned property that each Party may provide for use in connection with the performance of its respective Scope of Work shall remain the individual property of said Party.
6. Unless specifically provided otherwise herein, no Party (nor its representative) shall be deemed to be a representative, agent or employee of the other Party, by contract, by employment or for any purpose whatsoever.
7. No Party shall have the authority or right nor shall any Party hold itself out as having the authority or right to assume, create or undertake any obligation of any kind whatsoever, expressed or implied, on behalf of or in the name of any other Party without the express prior written consent to the other Parties or Party as the case may be.
8. No Party shall have the authority or right nor shall any Party hold itself out as having the authority or right to accept service of any legal process addressed to or intended for any other Party or Parties.
9. Each Party shall provide its own working capital for the execution of the project. No party shall have the right to borrow money on behalf of or in the name of any other Party nor shall any Party pledge the credit of any other Party without the express prior written consent of the other Party nor shall any Party pledge its letter of credit under the Contract or the Agreement as collateral for any loan obtained by such Party.
10. For the purposes of capital as described above, such working capital provided by each Party for his own scope of work shall be deposited collectively in an ESCROW account during the pendency of the Contract, until the execution of works assigned by the Owner is completed to the satisfaction of the Owner.
11. Each Party will be solely responsible for all costs and expenses incurred by it in connection with (i) drawing up and submitting the Proposal, and (ii) any resulting discussions or negotiations with the Owner or other third parties in connection with said Proposal or the Contract.

PART IV – SCOPES OF WORK

1. All of the work, responsibilities and requirements for the performance of the Project are hereby divided and allocated among the Parties in accordance with _____ which is attached hereto and deemed to be an integral part of this Agreement. The division and allocation of the work for the Project for each Party set forth in **Annexure 25A & 25B** shall constitute said Party's Scope of Work.
2. It is understood and agreed to that each of the parties' Scope of Work as more fully described in **Annexure 25A & 25B** is intended to cover the following broad categories of responsibility in connection with the Project.

(INSERT PARTY OF THE FIRST PART): Scope of work for ERP Product Vendor required under the contract as mentioned in Annexure 25A.

(INSERT PARTY OF THE SECOND PART): Scope of work for Implementation Partner required under the contract as mentioned in Annexure 25A to this Agreement.

COMMON SCOPES OF WORK BETWEEN PARTIES: JOINT OBLIGATIONS

1. Each Party shall make their best efforts to secure the award of the Contract. No Party shall, however, have a claim against any other Party arising out of a failure to secure the award of the Contract for the Project.
2. Each Party shall forward the purpose of the Consortium in cooperation with the other Parties:
 - a) Subject as hereinafter provided, the Parties agree to jointly prepare the Proposal and to submit it to the Customer. Each Party shall prepare the cost calculation in respect of its Part of Supply.
 - b) The contents of the bid, including all legal and financial terms and conditions contained therein or related thereto, shall be agreed to by all the Parties, failing which the bid shall not be submitted.
 - c) All negotiations with the Owner in connection with the Proposal prior to the date of the Contract shall only be conducted on their joint behalf.
 - d) No changes, additions or modifications to the Proposal after its submission and no agreement with the Owner containing such changes, additions or modifications shall be made.
 - e) For the avoidance of doubt, all consent mentioned hereinabove shall be express consent in writing based on mutual agreement between the Parties.
3. Prior to submission of the Proposal to the Owner, in the event that scopes of work pertaining to each party has to be determined the same shall be done in a manner that each Party's price for its Scope of Work shall be recorded in **Annexure** , which is attached hereto and deemed to be an integral part of this Agreement. Using these prices, the preliminary Proportionate Shares shall be calculated as of the date of submission of the Proposal to the Owner and incorporated into **Annexure** . They shall be recalculated to reflect any changes in any Party's price resulting from negotiations with the Owner as of the date of the signature of the Contract. They shall thereafter only be amended during the Contract for any major changes in the

Contract price. A final recalculation shall be made at the end of the Contract to reflect all such adjustment, if any.

4. The Parties shall ensure that satisfactory performance parameters of 'ONE-BHEL' ERP initiative will be successfully implemented.

PART V – PAYMENT

1. Payments to the Parties shall be channeled through the Leader and the Parties shall only be entitled to receive payment from the Leader if and when payments are made by the Owner and subsequently received by the Leader.
2. The Parties would submit its Invoice to the Leader, based on which, the Leader would submit a composite Invoice to Owner. All the payments received by the Leader from the Owner would then accordingly be distributed to the Parties. The detailed mode of operation would be worked out between the parties along with the Bank.
3. The offer price to be quoted by each party in the tender for the project shall be firm lump sum prices which shall fully cover each party's scope of the work and the contractual obligations specified herein under as well as all the requirements specified in the Owner's tender.
4. It is the common understanding of the parties that (INSERT PARTY NAME), shall be responsible for the payment of all types of taxes, duties including withholding tax, income tax, etc. imposed and applicable. Such payment of tax shall be made to the relative authorities by (INSERT PARTY NAME).
5. All of the above procedures shall be governed by the Owner's understanding of payment terms.
6. For the purposes of this Agreement, any disputed payments, if applicable shall be addressed to the Owner only through the Leader of the Consortium and shall in any event, not be a cause for suspension of the work under the Contract. For the avoidance of doubt, all such claims shall be addressed to the Owner at the end of the Project.

PART VI – BID PHASE AND CONTRACT NEGOTIATION

A. BID PHASE

1. The Parties will jointly prepare the proposal. Detailed specifications, prices and terms and conditions shall be incorporated in the Proposal. The Proposal shall be in the name of the Consortium Members. Each Party shall bear its own costs for the preparation of the Proposal.
2. Each Party will provide proposal information and details as required and will be present at the appointed time and place with its final pricing and Proposal segment for collation into the overall bid to the Owner.
3. The Parties agree that each will establish its price in good faith and in accordance with reasonable prevalent market standards and best practices in an ethical manner and the Parties shall discuss an overall competitive Proposal price to the Owner.

B. CONTRACT NEGOTIATIONS AND BANK GUARANTEE OBLIGATIONS

1. The Parties shall jointly negotiate the Contract with the Owner and each Party agrees to have its fully authorized representative (s) present at all the pre-Contract meetings and discussions with the Owner.

2. If the Proposal is accepted, the resulting Contract between the Consortium and the Owner shall be signed by the Consortium Members.
3. Each Party assumes (and shall be responsible toward the Owner jointly and severally and the other Parties for) the obligation of fulfilling all work, including timely deliveries and completion of its scope of supply, and any guarantee or warranty of workmanship, material or performance given by the Consortium to the Owner.
4. In the event any Party foresees any delay in the timely performance of its Scope of Work as described in the Schedule, the members of the Consortium shall strive to ensure that the Owner's Project time schedules are not disturbed and to that effect shall ensure that the affected portion of work is carried out by the other in a manner to cure the interruption caused expeditiously.
5. As required by the Owner, the Parties shall establish the required bank guarantees or bonds for the benefit of the Owner to secure the return of progress payments, good performance of the Contract as well as the Good performance of its participation in the bidding process. The Performance Bank Guarantee will be a joint submission in the form of a common bond submitted on behalf of all the Parties.

PART VII – CONTRACT PERFORMANCE PHASE

SCHEDULE

The Parties agree to prepare and execute the Schedule for the Project in accordance with the requirements of the Owner. It is essential for effective Contract performance that the parties remain aware, at all times, of the time interfaces and interactions of their respective Scopes of Work. These interfaces and interactions shall be mapped and linked with milestones prescribed by the Owner.

The Schedule shall be attached hereto as **Annexure** and shall be deemed to be an integral part of this Agreement.

MANAGEMENT

1. The Leader's functions shall include but not be limited to:
 - a) Arranging meetings between the Parties with the Owner.
 - b) Arranging meetings between the Parties.
 - c) Transmitting copies of all correspondence and documents to and from the Owner.
2. All communications between the parties and the Owner shall be made through the Leader.
3. In the event of any question or dispute among the Parties, such dispute shall be resolved by and between the Party representatives and in case of that which cannot be resolved by mutual agreement of the Parties, it is specifically agreed that any such work will be carried out expeditiously in accordance with the decision of the Steering Committee to be appointed by the Parties. However, in any event, the proceedings under the Steering Committee shall not prevent or delay the implementation of the Project.

TAXES

The Leader, shall have full and sole responsibility for the payment of any taxes, duties fees or assessments of any nature whatsoever including penalties and interest, if any, levied in connection with the Scope of Work of both PARTIES (including any personal income taxes levied or imposed on any of the employees or personnel or any of its subcontractor's employees or personnel), notwithstanding that the same could be recovered from the other Party by the Leader in a manner agreed upon between the Parties.

DELAYS AND COSTS DUE TO DELAYS

In the event any Party for any reason whatsoever causes, either willfully or negligently, any delay or default in the performance of the Scope of Work of the project in accordance with the Schedule, the Leader shall be responsible on behalf of the Consortium, to the Owner to make good any delay damages levied by the Owner notwithstanding recoveries from the other Party in a manner that is agreed upon between the Parties. Such payments shall be made expeditiously and without delay.

PATENTS

The Consortium shall be jointly and severally responsible to the Owner and to each other for any claims or damages due to infringement which arise out of its or are connected with its Scope of Work and agrees to indemnify and save harmless the Owner against any loss or damage that may result from such claims by way of issuance of a joint indemnity in favour of the Owner.

BANKRUPTCY, INSOLVENCY, DISSOLUTION, READJUSTMENT OF DEBT, LIQUIDATION REORGANISATION ETC.

The following provisions shall, in any event, be given effect

1. In the event that any Party (herein "Such Party"):
 - a) makes a petition or applies for or arranges for the appointment of a trustee, liquidator or receiver, or commences any proceeding relating to itself under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidated or similar law of any jurisdiction, now or hereafter in effect or otherwise, or shall be adjudicated bankrupt or insolvent, or
 - b) if any petition or application for the appointment of a trustee, liquidator or receiver of Such Party is filed against Such Party and any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidated or commenced against Such Party and Such Party indicates its approval thereof, consent thereto or acquiescence therein, or an order is entered appointing any such trustee, liquidator or receiver, then and in any such event:
 - i. Such Party (and/or its receiver, trustee, liquidator or custodian) shall cease to have any further decision making authority under this Agreement and the approval or authority of Such Party as otherwise may have been required under this agreement shall not be required.
 - ii. The other Party shall have the right to take over and complete Such Party's Scope of Work and in so doing, the other Party shall be entitled to

- have assigned to them all of such Party's account receivable and payments from the Owner in connection with the Project.
- iii. For purposes of allocating the costs of completing Such Party's obligations under this Agreement and for purposes of allocating the reimbursement by Such Party pursuant to (v) below, the remaining Party agree such allocations shall be made in accordance with the ratio of remaining Party's Proportionate Share, as it bears to the total of the Proportionate Shares of all the remaining Party.
 - iv. Such Party shall be fully responsible for and shall remain liable for all additional costs incurred in the completion of its Scope of Work.
 - v. For the avoidance of doubt, nothing contained herein shall affect the smooth functioning of the Project within its scheduled timelines.

INSURANCE

1. (INSERT PARTY NAME), shall be responsible for arranging insurance coverage in the amounts required by the Contract.
2. The "underwriters" and the terms of all insurance policies arranged by the Parties in accordance with the Contract with the Owner shall be approved by the other Parties.
3. Each Party hereby waives any rights of subrogation it may have against the other Party.

WARRANTY AND GUARANTEE CLAIMS

The following procedure will apply to Owner complaints related to warranty deficiencies under the Contract.

1. If the Owner alleges deficiencies in any product or services supplied under the Contract, the Leader shall, after consultation with the Steering Committee, convey the Parties' response to the Owner regarding such alleged deficiencies.
2. If the alleged deficiencies are in (INSERT PARTY OF THE FIRST PART)'s Scope of Work, (INSERT PARTY OF THE FIRST PART) shall correct the deficiency at its expense. If the alleged deficiencies are in (INSERT PARTY OF THE SECOND PART)'s Scope of Work, (INSERT PARTY OF THE SECOND PART), shall correct the deficiencies at its expense.
3. If the Owner alleges deficiencies in any product or services supplied under the Contract and the Parties cannot agree as to which Party's Scope of Work the alleged deficiency arises in, the Steering Committee shall initially determine which Party shall correct the deficiency, and that Party shall correct the deficiency at its expense without delay. After correcting the deficiency, the Party making the corrections may contest any such initial determination by the Leader under the provisions of Part X (Disputes) of this Agreement.

PART VIII – LIABILITY AND INDEMNIFICATION

A. LIABILITY AND INDEMNIFICATION WITH RESPECT TO CLAIMS OF THE OWNER AND THIRD PARTIES

It is the express intention of this Agreement that all Parties remain jointly and severally liable to the Owner. Therefore, except as expressly provided otherwise herein, the Parties agree to indemnify as follows:

Each Party (Indemnifying Party) agrees to indemnify and hold the Owner (Indemnified Party) harmless from any claim made against the Indemnified Party by the Parties or other third parties to the degree that such claim arises in connection with the said Project for any breach or default of this Agreement or the Contract or is due to the indemnifying Party's fault or negligence. In the event that claims are made by third parties under infringement of Intellectual Property Rights and/or non compliance of applicable laws and regulations/licenses, the Indemnifying Party shall hold harmless, the Owner and bear the cost of all legal consequences arising out of the above and/or imposed upon the Owner. To this effect, the Parties hereby agree to submit a joint indemnity in favour of the Owner establishing the above.

PART IX – DISPUTES

1. In the event of any disputes between the parties under this Agreement, such disputes shall be settled if possible by friendly negotiation. If settlement cannot be reached by negotiation then the dispute shall be finally settled by arbitration. Each Party shall have the right by giving notice to the other Party to refer the dispute or controversy to arbitration any time without recourse to common or commercial courts. The notice shall identify the name and the address of the arbitrator appointed by the Party giving notice and the points of dispute. Within thirty (30) days after receipt of such notice the other Party shall give notice to the first Party of the appointment and name and address of the second arbitrator. The two arbitrators so appointed shall appoint a third arbitrator within sixty (60) days after the appointment of the second arbitrator. If the other Party fails to appoint the second arbitrator within thirty (30) days after receipt of notice of the appointment of the first arbitrator, or if the two arbitrators appointed by the Parties fail to appoint a third arbitrator within sixty (60) days after the appointment of the second arbitrator, the decision of the the Courts in Delhi shall be final and binding upon the Parties. The seat of arbitration shall be in New Delhi, India. The arbitration shall be conducted in the English language, in accordance with the Arbitration and Conciliation Act, 1996. In arriving at their decision, the arbitrators shall consider the pertinent facts and circumstances and be guided by the terms and conditions of this Agreement, and the Governing law shall be Laws of India. The decision of the arbitrators /the Arbitral Award shall contain the reasons for the decision and shall be final and binding upon all Parties. All claims which the Parties have against each other under this Agreement at the time of the demand for arbitration shall be consolidated and tried at the conclusion of the Project so as to cause no hindrance/interruption to the execution of the Project and its time schedules. For all purposes, an arbitration award shall be considered to be "legally binding" when it has been issued pursuant to the procedure set forth in this Part X. The arbitral award, if any, shall be enforceable in any court of competent jurisdiction.
2. In the event that arbitration proceeding among the Parties hereunder occur concurrently, and are related to any arbitration proceeding under the contract, it is agreed that such arbitration proceeding under this Agreement shall be suspended pending the conclusion, either by the settlement or on award, of the arbitration

proceedings under the Contract. Any settlement or award under the Contract will be binding for the arbitration Proceeding under this Agreement.

PART X – GENERAL PROVISIONS

A. CONFIDENTIALITY OF CORRESPONDENCE, DATA, DOCUMENTS AND DRAWINGS

1. Each of the Parties agrees to keep confidential all information received from another Party and the Owner in connection with the Project.
2. Each of the Parties also agrees not to make use of such information for any purposes other than (i) to further the purpose of the Consortium and (ii) to perform its Part of Scope of the Project.
3. This undertaking shall be valid even after the expiration of this Consortium Agreement and the Contract with the Owner.
4. This undertaking shall also survive the termination of the Contract with the Owner.
5. This obligation of confidentiality shall not apply to the following portions of information if and to the extent that the receiving Party can prove/satisfy by documentary evidence, to the satisfaction of the Owner that such information:
 - I. was known by the receiving Party prior to disclosure hereunder and was not acquired directly or indirectly from the disclosing Party; or
 - II. is in the public domain or comes into the public domain through no fault of the receiving Party; or
 - III. is legally required by a governmental or judicial authority.

B. CORRESPONDENCE AND NOTICES

Notices required under this Agreement shall be signed by the duly authorized representative of the party initiating such notice and shall be either delivered to an officer or authorized representative of the Party to whom it is directed, or sent by mail, postage prepaid, to the following addresses (which may be written notice from the Party in question):

PT (INSERT PARTY OF THE SECOND PART),

ATTENTION: Mr.

(Insert regd. Address)

ATTENTION: Mr.

C. WAIVER

No Party hereto shall be deemed to have waived any provision of this Agreement unless such waiver shall be in writing and signed by such Party and specifying the extent and nature of such waive. No waiver. No waiver shall be deemed to be continuing waiver so stated in writing.

D. ADDITIONAL PARTIES

No entity shall become a party to this Agreement without the prior written consent of all the Parties.

E. ASSIGNMENT

No Party may assign or delegate this Agreement or any of its rights or obligations under this Agreement or the Contract, without the prior written consent of the other Party. Nothing herein shall prevent any Party from placing or permitting the placing of orders on others for the supply of goods or services within such Party's Scope of Work, provided that the placing of such orders shall not in any way relieve such Party from any of its obligations under this Agreement or the Contract.

F. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the Laws of India.

G. FORCE MAJEURE

All the events specified in the CONTRACT as events of "Force Majeure" shall be "Force Majeure" cases under this AGREEMENT.

Consequently, either PARTY cannot invoke the "Force Majeure" clause to limit its responsibilities vis-à-vis the other PARTY, except in case that or within the limits in which this "Force Majeure" case has been accepted by the Owner.

H. TERMS OF AGREEMENT

This Agreement shall commence as of the day and year when the last of the Parties have signed it and shall terminate upon occurrence of any of the events listed below:

1. The Proposal to the Owner for the Project has been officially or unofficially rejected or expires by its own terms as of a given date unless such term is extended by agreement of all the Parties; or
 2. A Contract for the Project has been awarded to another bidder; or
 3. The Owner advises that no award to any bidder will be made or the Owner abandons the Project; or
 4. The Contract with the Owner has been fully performed in accordance with its terms and conditions, and all rights and liabilities with respect to the Owner or third parties have terminated or expired, or
 5. The Contract has been legally terminated by the Owner or by mutual agreement; or
- For the avoidance of doubt, termination for convenience does not apply to this Agreement. Any termination hereunder shall attract forfeiture of the Performance Guarantees and/or faithful bid performance security deposited to the Owner.

I. ENTIRE AGREEMENT

1. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes any and all prior understanding, correspondence or agreements (oral or written) among the Parties. The rights and remedies of the Parties as stated in this Agreement are to the exclusion of any other rights or remedies that may be available at law or in equity.
2. If any provision of this Agreement is or becomes invalid, such invalidity shall not affect the other provision of this Agreement. If the invalidity of one or more provisions or any other circumstance concerning the performance of this Agreement reveals a situation not provided for in this Agreement, the Parties shall jointly seek

an arrangement having a valid legal and economic effect which will cover the scope of any missing provision in a manner reasonably direct to the purpose of this Agreement.

J. AMENDMENTS

No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by all Parties with prior intimation to the Owner.

K. TITLES

Heading titles contained herein shall in no way be construed as limiting the intent of the subject matter they introduce as shall not be used in construing this Agreement.

L. NUMBER OF ORIGINALS

This Agreement shall be executed in two counterparts, each of which shall be deemed an original.

M. ASSIGNMENT AND TRANSFERABILITY

Neither Party shall assign in whole or in part its duties, rights, obligations or responsibilities to third parties with respect to the Owner or other Parties. The rights and obligations of a Party under this Consortium Agreement shall not be assigned or transferred during the pendency of the Project.

N. SUBCONTRACTING

Nothing contained in this Agreement shall create a right to further subcontract Scope of Works for the Project either in whole or in part thereof.

O. REVIEW AND APPORAVALS

Any information, review and/or approval to be provided be the parties to each other under this Agreement shall take place within an reasonable time so as not to interfere with the progress of the Work under the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives.

For (INSERT PARTY OF THE FIRST PART)

Name:

Name of the witness:

For (INSERT PARTY OF THE SECOND PART)

Name:

Name of the witness:

ANNEXURE 25A

Obligations of ERP Product OEM

As per section 7 of the RFP document.

Obligations of Implementation Partner

As per section 8 & 9 of the RFP document.

Key Deliverables & Payment Schedule

Payment Schedule for License & ATS Cost

Payment Schedule for Implementation Cost

Payment Schedule for Manpower Cost

Payment Schedule for Training Cost

Payment Schedule for Post Go-Live Support Cost

ANNEXURE 25B

ANNEXURE 25C
TIME SCHEDULES

ANNEXURE 25D
PAYMENTS, COSTS, LUMP SUM PRICE

Annexure #26 Contract Performance Bond

BOND OF FAITHFUL CONTRACT PERFORMANCE/PERFORMANCE GUARANTEE

To: Bharat Heavy Electricals Limited (Beneficiary)

(Insert Address)

Date:

We, (insert first class Bank name) ,hereinafter referred to as the Principal Obligor (mention regd. office and incorporation statute) do hereby beg to inform you that, we irrevocably and unreservedly guarantee, upon the request of your Successful Bidder (Insert **successful** bidder name), a company incorporated under (mention incorporating statute), participating in this Project/Awarded Tender together with (Insert Consortium Partner name) a company incorporated under (mention incorporating statute), having its seat or domiciled in (insert registered address of both partners and country of registration), with each of its members bearing joint and several responsibility towards BHEL (the beneficiary), waiving expressly and unreservedly the right to claim any exceptions, statutory or otherwise and our right of objections of all kinds, including the Principal Obligor's non-individual objections and/or particularly, the Successful Bidder's other objections. Renouncing all our rights deriving from the above, we hereby undertake that we are severally responsible to you as Principal Obligors with a sum of up to (insert amount in words and figures) for the exact fulfillment of every and all obligations assumed by your said Successful Bidder for good performance of the CONTRACT (entered into in pursuance of the Purchase Order and Tender No.--- for Selection of ERP Product & Implementation Partner entered into with you, the contents of which are known to us and a copy of which was delivered to us, its reception being confirmed by the confirmation herein.

This present Guarantee refers to the obligations deriving from the performance in the aforementioned CONTRACT in its entirety and shall be valid up to the date on which all obligations are successfully discharged under the CONTRACT. In the event, as a consequence of the above guarantee, you decide, in your sole opinion/discretion and according to your free and uncommitted judgment and unilateral decision that the said Successful Bidder is in default or breach with regard to any obligation/duty of any kind or nature undertaken by him by virtue of the above CONTRACT, we are hereby assuming the obligation to pay forthwith to you, immediately upon your first demand without any objection, the guaranteed sum, either in total or in part, according to your instructions, WITHOUT any authorization, action or consent of the Successful Bidder being required for such payment nor any opposition, exception, objection or recourse to arbitration and/or Courts to be eventually pursued/instituted by the above Successful Bidder shall be taken into consideration.

We further declare that our present guarantee shall remain in full force and effect, until any and all obligations assumed by the Successful Bidder by virtue of his performance in the above CONTRACT and its supplements are fulfilled but however not later than 5 years from the date of

issue of the Purchase Order in the above Bid/ Tender No.--- will have been fulfilled, to the satisfaction of the Beneficiary and this letter/Bond of Guarantee be returned to us together with a declaration from you releasing us from the present guarantee expressly. Further, we declare that we SHALL extend the validity of this guarantee, at your request, made in writing prior to the expiry date of this guarantee.

This Guarantee shall be governed by the laws of India.

Authorized Signatory

ISSUING BANK WITH SEAL

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

Annexure #28 Implementation Payment Schedule

Project Phase	Deliverables	Payment(%)	Implemented Locations	Schedule	Criteria for Payment
Project Preparation	Section 9.12.1	NIL	-	Actual Completion	Acceptance of all deliverables by Owner.
Business Blueprint	Section 9.12.2	10% (against Bank Guarantee – BG as per format enclosed as Annexure # 8)		Actual Completion	Acceptance of all deliverables by Owner.
Realization	Section 9.12.3	5% (against Bank Guarantee – BG as per format enclosed as Annexure # 8)		Actual Completion	Acceptance of all deliverables by Owner.
Phase-I Final Preparation & Go-Live	Section 9.12.4, 9.12.5	9%	HEP Bhopal, RMSG (Previously PDX, Bhopal)	Actual Completion	Acceptance of all deliverables by Owner.
Phase-I Final Preparation & Go-Live	Section 9.12.4, 9.12.5	9%	HEEP, Haridwar CFFP, Haridwar	Actual Completion	Acceptance of all deliverables by Owner.
Phase-I Final Preparation & Go-Live	Section 9.12.4, 9.12.5	9%	HPBP Trichy SSTP Trichy Thirumayam Plant IVP Goindwal	Actual Completion	Acceptance of all deliverables by Owner.
Phase-I Final Preparation & Go-Live	Section 9.12.4, 9.12.5	5%	Power Sector Marketing, New Delhi PEM – Project Engineering Management, Noida One of the 4 PS regions including all its sites Project Management Group, New Delhi Others Industry sector New Delhi International operations New Delhi Spares & Services Business group, New Delhi	Actual Completion	Acceptance of all deliverables by Owner.
Phase-I Final Preparation & Go-Live	Section 9.12.4, 9.12.5	4%	Corporate Functions CEPD – Corporate Engineering and Product Development Corporate Finance Corporate Monitoring Corporate MM CMT&IP – Corporate Manufacturing Technology & Investment Planning Corporate Planning & Development Corporate Quality Advanced Research Projects	Actual Completion	Acceptance of all deliverables by Owner.
Phase-II Final Preparation & Go-Live	Section 9.12.4, 9.12.5	5%	BAP Ranipet	Actual Completion	Acceptance of all deliverables by Owner.
Phase-II Final Preparation & Go-Live	Section 9.12.4, 9.12.5	5%	Jhansi	Actual Completion	Acceptance of all deliverables by Owner.
Phase-II Final Preparation & Go-Live	Section 9.12.4, 9.12.5	5%	EMRP Mumbai HERP Varanasi IP, CSU Jagdishpur CFP Rudrapur	Actual Completion	Acceptance of all deliverables by Owner.
Phase-II Final Preparation & Go-Live	Section 9.12.4, 9.12.5	5%	Corporate Functions Corporate R&D, Hyderabad CMG, New Delhi Power Sector PSHQ – Power sector head quarter, New Delhi Balance PS regions including all their sites System Integrators ISG – Industrial systems group – Bangalore TBG – Transmission Business group – Delhi Others ROD – Regional operations division (HQ - New Delhi and Offices) Industrial operations HRDI, Noida	Actual Completion	Acceptance of all deliverables by Owner.
Phase-III Final Preparation & Go-Live	Section 9.12.4, 9.12.5	9%	HPEP Hyderabad unit PESD Hyderabad	Actual Completion	Acceptance of all deliverables by Owner.
Phase-III Final Preparation & Go-Live	Section 9.12.4, 9.12.5	5%	EDN Bangalore EPD Bangalore	Actual Completion	Acceptance of all deliverables by Owner.
Business Intelligence & Dashboards – Corporate MIRs	Section 9.13	10%	Owner's all locations & Corporate	Actual Completion	Acceptance of all deliverables by Owner.
Center of Excellence	Section 9.14	5%	Owner's central location	Actual Completion	Acceptance of all deliverables by Owner.

**** Bank Guarantees (BG) submitted by Bidder during payments for Business Blueprint & Realization shall be returned back to the Bidder after expiry of 36 months from start of the project OR completion of Center of Excellence, whichever is later.**

Security Deposit & Contract Performance Bond will be retained by the Owner till the Completion of Post Go-Live Support (section 8.8.2) period or 48 months from start of Project, whichever is later, as certified by Owner.

**** Security Deposit & Contract Performance Bond shall be invoked by the Owner in case of:**

(a) Non-performance of any scope of Contract entered into with the Owner till commencement of Post Go-Live Support (section 8.8.2) period, duly certified by the Owner

(b) Non-provision of support services during Post Go-Live Support (section 8.8.2) period (ref. section 8.8)

(c) Non-rectification of problems arising during Post Go-Live Support (section 8.8.2) period (ref. section 8.8)

**** Owner reserves the right to change the roll-out locations during final discussion with Successful Bidder depending on the ease of roll-out and geographical constraints without any implications on overall timeframe & payments.**

Annexure #29 Post Go-Live Support Cost

S. No.	Component	Price in INR	Total amount in words
1	Post Go-Live Support Cost for a period of 1 (One) year after the completion of sustenance support for Business Intelligence & Dashboards - CORPORATE MIRs or after expiry of 36 months from start of Project, whichever is later.		
TOTAL			

Annexure #30 License Price Percentage (%)

S. No.	Component	Percentage (%) of Total Price
1	License Price (ERP licenses & add-on engines, if any)	