

**Tender Document (Revised)
for
'ONE-BHEL' - ERP Project**



Tender No.: M1A1M04216

Date of Issue: 4th September 2013

Date of Revision: 4th December 2013

BHARAT HEAVY ELECTRICALS LIMITED

Registered Office:
BHEL House,
Siri Fort, New Delhi -110049
India

TENDER INFORMATION		
A	Tender No.	<u>M1A1M04216</u>
B	Job	'ONE-BHEL' - ERP Project.
C	Tender Document fee (Non-Refundable and Not Exempted)	INR 20,000/- (INR Twenty Thousand only) by DD in favour of Bharat Heavy Electricals Limited, payable at Hyderabad. The DD must be submitted by the bidders during the pre-bid meeting.
D	Availability of Tender Documents in the Web site	Download from www.bhel.com , Start of display date: 4 th September 2013. (Corrigendum issued on 4 th December 2013)
E	Pre-Bid Queries	The Bidder is requested to submit questions in writing or by email as per Annexure #6 Template for Pre-Bid Queries. Last date for receiving pre-bid queries – 11 th December 2013 (within 7 days from the date of Availability of Tender Documents in the Web site), either in writing or via email to ashokkumargs@bhelhyd.co.in copying to bc@bhelhyd.co.in .
F	Tender Submission	27th December 2013 by 11:00 Hrs IST
G	Place of Submission of Bid	Tender Box, Vendor Complex, BHEL Ramchandrapuram, Hyderabad – 502 032.
H	Opening of Technical Bid	27th December 2013 by 14:00 Hrs IST
I	Contact Person	Shri G. S. Ashok Kumar, Additional General Manager, Purchase/Common Materials Management, BHEL Ramchandrapuram, Hyderabad (A.P.) Phone No: 040 23183391, 040 23182520 Mobile No: +91 9441482182 Email id : ashokkumargs@bhelhyd.co.in , bc@bhelhyd.co.in
J	Time For Completion (Commissioning)	Details provided in the technical volume of the tender
K	Bid Security/ Earnest Money Deposit (EMD)	INR.2,00,000/- (INR Two Laks Only) - this will not attract any interest
L	Validity of Bid	180 days from actual date of opening of Techno-Commercial / Un-Priced Bids.

M	Independent External Monitor (IEM)	Shri J. M. Lyngdoh, IAS (Retd.)
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Disclaimer

The information contained in this Tender Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of BHEL or by any of their employees or consultants, shall be subject to the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation by BHEL to any party other than the Bidder who is qualified to submit the Bid. The purpose of this Tender Document is to provide the Bidder with information to assist the formulation of their Proposal in response to this Tender Document. This Tender Document has been prepared with care and attention to provide all required information to the Bidders. However, Bidders may need more information than that provided. In such an event, the Bidder is solely responsible to seek the information required. BHEL reserves the right to provide additional requested information at its sole discretion and shall provide the same to all Bidders (i.e. the Bidder who has sought for such information as well as all other Bidders). In order to respond to the tender, if required, and with the prior permission of BHEL, each Bidder may conduct his own study and analysis, as may be necessary to supplement the information and data. BHEL, its employees and consultants make no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the Bidder may make in case of his failure to understand the requirement and make the proposition. BHEL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

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1 Introduction

1.1 About Bharat Heavy Electricals Limited (BHEL)

BHEL is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing companies in India in terms of turnover. BHEL was established in 1964, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77.

BHEL is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation (Railway), Renewable Energy, Oil & Gas and Defence. The company has 15+ manufacturing divisions, two repair units, four regional offices, eight service centres and 15+ regional centres and currently operate at more than 150 project sites across India and abroad. There is a strong emphasis on innovation and creative development of new technologies. The company's research and development (R&D) efforts are aimed not only at improving the performance and efficiency of the existing products, but also at using state-of-the-art technologies and processes to develop new products. This enables BHEL to have a strong customer orientation, to be sensitive to their needs and respond quickly to the changes in the market.

The high level of quality & reliability of BHEL's products is due to adherence to international standards by acquiring and adapting some of the best technologies from leading companies in the world including General Electric Company, Alstom SA, Siemens AG and Mitsubishi Heavy Industries Ltd., together with technologies developed in own R&D centres.

Most of our manufacturing units and other entities have been accredited to Quality Management Systems (ISO 9001:2008), Environmental Management Systems (ISO 14001:2004) and Occupational Health & Safety Management Systems (OHSAS 18001:2007).

The company has a share of 59% in India's total installed generating capacity contributing 69% (approx.) to the total power generated from utility sets (excluding non-conventional capacity) as of March 31, 2012.

BHEL has been exporting our power and industry segment products and services for over 40 years. BHEL's global references are spread across 75 countries. The cumulative overseas installed capacity of BHEL manufactured power plants exceeds 9,000 MW across 21 countries including Malaysia, Oman, Iraq, the UAE, Bhutan, Egypt and New Zealand. BHEL's physical exports range from turnkey projects to after sales services.

BHEL's greatest strength is its highly skilled and committed workforce of approx. 49,000 employees. Every employee is given an equal opportunity to develop himself/herself and grow in his/her career. Continuous training and retraining, career planning, a positive work culture and participative style of management - all these have engendered development of a committed and motivated workforce setting new benchmarks in terms of productivity, quality and responsiveness.

Further details including Annual Reports can be accessed at BHEL website www.bhel.com.

1.1.1 Product Profile

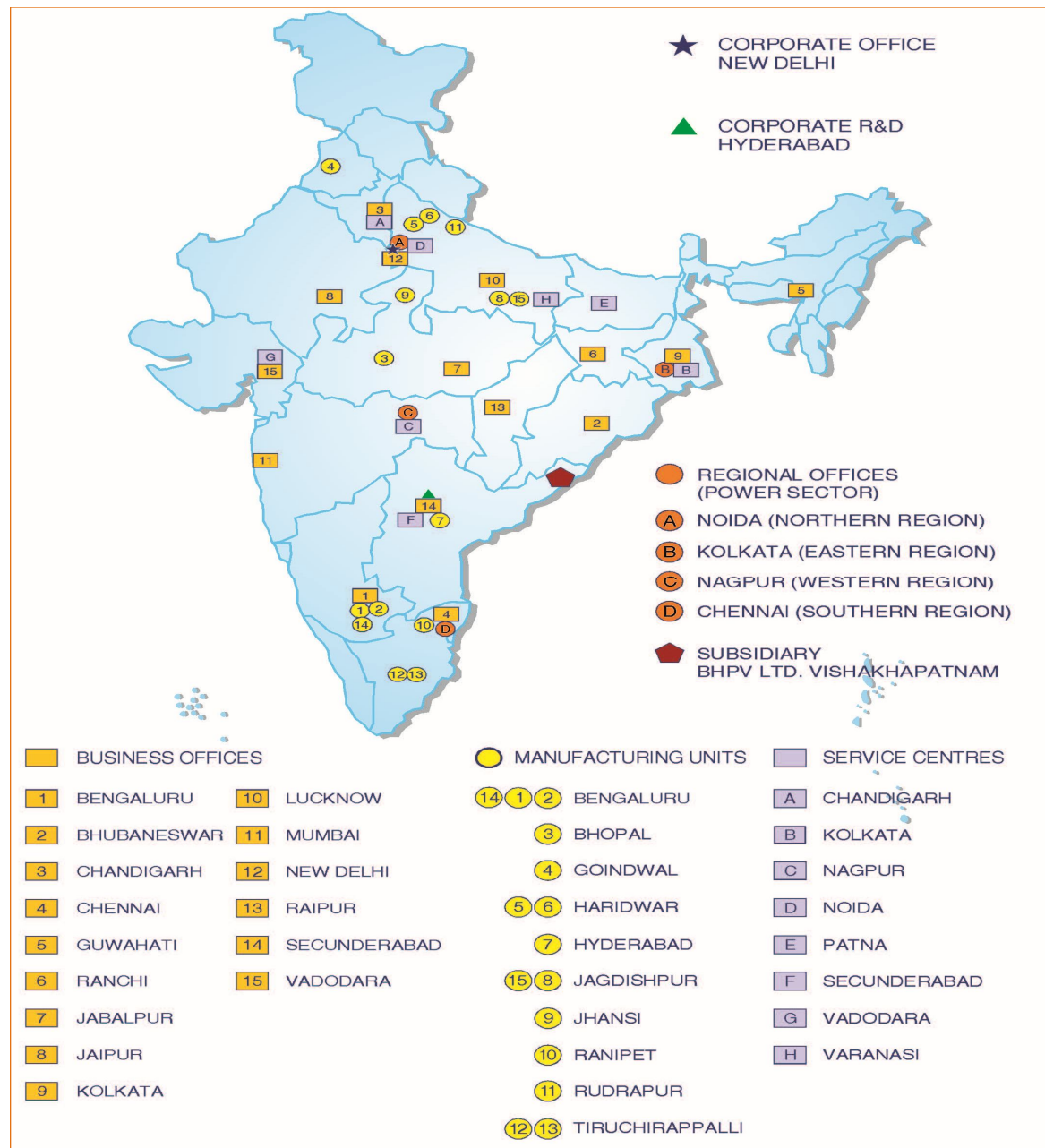
Power	Industry	Transmission	Transportation
Air Pre-heaters	Capacitors	Bushings	Electric Rolling Stock
Boilers	Ceralin	Capacitors	Electrics for Rolling Stock
Control Relay Panels	Compressors	Control Relay Panels	Electrics for Urban Transportation System
Electrostatic Precipitators	Desalination Plants	Transformers	R&D Products
Fabric Filters	Diesel Generating Sets	Control Shunt Reactor	Fuel Cells
Fans	Industrial Motors & Alternators	HVDC Transmission System	Surface Coatings
Gas Turbines	Gas Turbines	Insulators	Automated storage & Retrievals
Hydro Power Plant	Oil Field Equipment	Switchgears	Load Sensors
Piping Systems	Solar Photo-voltaics	Power Semiconductor Devices	Transparent Conducting Oxide
Pulverisers	Power Semiconductor Devices	Power System Studies	Non-Conventional Energy Source
Pumps	Seamless Steel Tubes	Power Transformer	Mini/Micro Hydro Sets
Seamless Steel Tubes	Soot blowers		Solar Lanterns
Soot blowers	Steel Castings & Forgings		Solar Photo-voltaic
Steam Generators	Steam Generators		Solar Water Heating Systems
Steam Turbines	Steam Turbines		Wind Electric Generators
Turbo generators	Turbo generators		
Valves	Valves		

FGD	Steel Chimney		
Gates and Dampers	Gates and Dampers		
Desalination Plants	Desalination Plants		
Steel Chimney			
LTC (Load Tap changer)			

1.1.2 Systems & Services

Power Generation Systems	Transmission Systems	Transportation Systems	Industrial Systems
Turnkey power stations.	Sub-stations switchyards.	Traction systems.	Industrial drives and control systems.
Combined-cycle power plants.	HVDC transmission systems	Urban transportation systems.	Erection commissioning, operation and maintenance services.
Cogeneration systems.	Shunt and series compensation systems.	Erection commissioning, operation and maintenance services.	Spares management.
Modernization and rehabilitation of power stations.	Power system studies.	Consultancy services.	Consultancy services.
Erection commissioning, operation and maintenance services.	Erection commissioning, operation and maintenance services.		
Spares management.	Consultancy services.		
Consultancy services.			
Renovation, Modernization & Up gradation (R,M&U)			
Residual Life Assessment (RLA)			

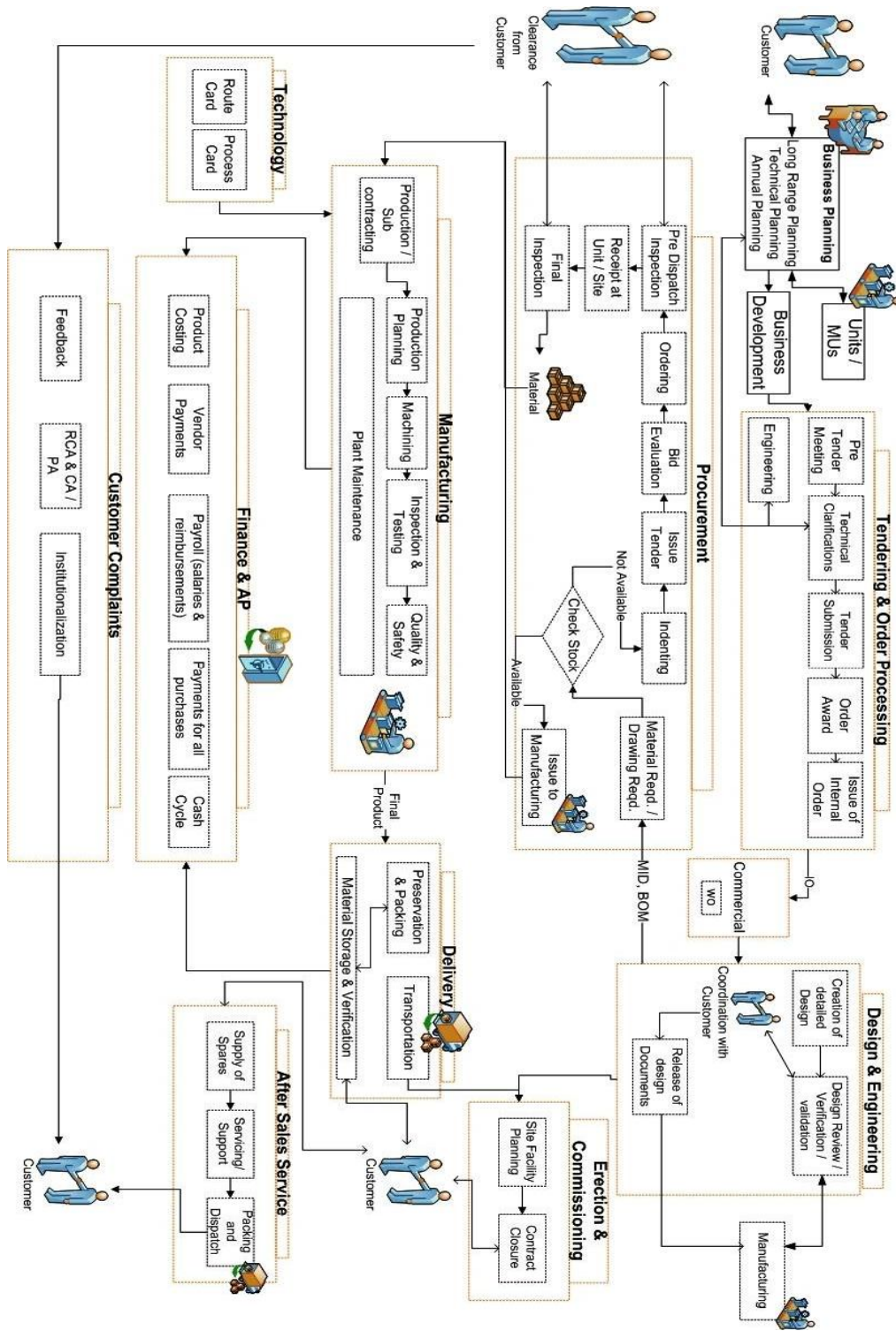
1.1.3BHEL Units/Divisions Location Details



For complete list of locations refer **section 9.5 Geographical Scope**.

1.2 Business processes at BHEL

1.2.1 BHEL Overall Process Flow



Tendering & Order Processing – Customer and Corporate Marketing

Tendering is collaborative exercise between Corporate Sales outfits, Unit sales & engineering divisions.

Pretender Meeting – Pretender discussions are held with the customer to understand the customer's requirement.

Tender Issue – The tender is issued by the customer.

Technical Clarifications by unit engineering – Technical Clarifications, if required, are taken by Unit engineering and preliminary designs are worked out to estimate the material and labour requirements.

Tender Submission – Offers received from different units are consolidated at corporate level and bid is submitted as per the customer requirements.

Order Award – Further process starts in case the Order is awarded to BHEL else data is used for market analysis.

Issue of internal Order to units – On award of a contract to BHEL, the corporate marketing issues Internal Order to respective units. Unit commercials issues work order based on the Internal Order for respective products.

Unit Engineering

At unit level Design & Engineering groups are organized on product line.

Identification of teams for design review & verification – At Unit engineering, internal teams are formed for design review and verification.

Preparation of the design – Detailed design is worked out by the Unit Engineering and engineering documentation including drawings, BOM etc are prepared. In BHEL Group technology is used where in a large product such as Steam Turbine is broken in several sub-products (Groups) each having their modular documents. Complete product is assembled using these modular sub-products/ Groups.

Technological review by technology groups – There are technology groups at Unit level. These groups do the technological review of the drawings and BOM.

Approval from customer (If required) – Some design documents need approval from customer, in case required.

Release of design documents to Manufacturing – After finalization and approval of the design documents by engineering, these are released for manufacturing.

Material Forecast (MF)/ manufacturing drawings & Bill of Materials (BOM) – Bill of Materials (BOM) are released for material procurement and subsequent issue of material to manufacturing shops. MF is used for material Procurement wherever Design is still to be finalized.

Issue of Quality plan and customer drawings – Along with the release of drawings to manufacturing, the customer drawings are also issued. Quality plan is issued by Quality Assurance in consultation with design department as per Customer requirement. It includes erection & commissioning drawings.

Issue of repair and OM manuals – The repair manuals and OM manuals are also prepared by Unit engineering.

Material Procurement

Material procurement is done by unit MCX groups. The existing material stock is checked for availability and issue of material. If material is available, it is issued to Production. If not, indenting of required material quantity is done by engineering.

Purchase

The purchase of material is done as per purchase policy of BHEL. The main steps involved are:

Issuing Tender – The purchase department issues tender for material purchase.

Bid evaluation – The bids from registered vendors are obtained and evaluated for the purchase.

Ordering – The required quantities of material are ordered thru L1 vendor.

Pre dispatch Inspection – The material is inspected either at vendor's premise or at BHEL location before dispatch of the requisite material.

Receipt of Material – Material is received at BHEL.

Clearance from Customer If needed – If required, the clearance is obtained from customer for the inspected material.

Final Inspection, financial accounting and receipt in stores – The material is finally inspected, its accounting done in finance and the same is received in unit material stores.

Payment to supplier by finance – The payment for the supplied material is made by the Unit finance to the supplier.

Issue of material is done by stores for production on clearance from Material Planning & Inventory Control (MPIC).

Manufacturing

The material received against indents is received and stored in the central plant stores. The material is issued for Production against stores issue vouchers accepted by MCX– The production takes place based on the design documents, drawings, BOM and route card.

Certain production processes also involve partial processing in contractor works outside the factory. The part processes items are issued to contractor and brought back to production shop for further processing.

Stage Inspection & Customer Clearance - If required, the stage inspection is done and customer clearance is taken at agreed stages.

Testing – Testing of components and sub-assemblies is done during various stages.

Storage of subassemblies and components – The components and sub-assemblies are stored at the block gantry/ Storage area. They are taken to assembly area at the time of final assembly.

Assembly – The final assembly is done by manufacturing after all components and subassemblies are available for that product.

Final Testing – Final testing of the assembled product is done as per the test plan.

Dispatch Clearance from Customer - The dispatch clearance is taken from the customer, if required.

Preservation & Packing – The material to be dispatched is preserved and packed.

Invoicing and Dispatch – For all the dispatches, invoicing is done and the material is actually dispatched.

Delivery to site – The material is delivered to site through approved transporter.

Cash collection from customer – The cash collection is done from the customer by the commercial and other corporate entities.

Sub-contracting

OS yearly tonnage plan is being finalized based on PGMA responsibility.

Yearly Rate contract is finalized and Rate schedules are maintained based on type of operations. For every rate schedule, source list is maintained.

Each demand identified for sub-contracting gets converted to Purchase Requisition (PR) through MRP. These PRs are linked manually to Corresponding Rate schedules based on the operations involved. Vendor is also identified based on his available capacity.

Purchase order (PO) is placed based on the rate contract.

Materials are issued to the vendor based on the Bill of Materials in the PO. If original materials are not available, alternate materials are issued.

Gate pass generated at stores for material issue.

Cutting plan prepared by vendor for every material issued in a gate pass.

After completion of product, Inspection call is given by Vendor and closed by Inspection agency.

Vendor hands over accepted materials to Shipping and the finished goods are taken into Stock.

After PO completion, Material Accounting (MAS) is done for a completed PO.

Vendor returns the Excess materials. Recovery is done for the materials not returned.

Import Clearance Process (Port Operations)

Imported content of consumption of raw materials, components, stores & spare parts is 35% (Rs.6200 crore) against 65% of Indigenous value as per annual report data for year 2009-10. Apart from this capital goods and other items are also imported.

License applications/ Registration of Licenses/ Certificates with Customs/ Ports. Around 200 certificates and licenses may be active. Presently BHEL operates through DEEC/PI/Power Cert/R&M Cert/Defence Cert.

Major imports through Mumbai (4000 BLs), Chennai(2000), Bangalore(1500), Delhi(150), Bhopal(20 BLs) including Air/Sea/ICD amounting to approximately 3 lac Metric Tonnes from more than 80 ports worldwide and may be dispatched to manufacturing units/Sites from ports.

Port operations include License Registration, Vessel Monitoring, Bill of Entry (self-filing/through CHA), Customs Clearance, Duty/Freight/Port Payment, Other payments and Debiting expenditure to Units, Dispatch of Material as per transporter contracts, Accounting of License/Certificate Debiting, Bond Closure, Bonding (Section 49/59) and Ex-Bonding, Managing deposit accounts with ports. Material is dispatched to Manufacturing Units/Sites after clearances. Imported Material may also be directly dispatched from Indian port to foreign ports as export.

Importing Unit operations include coordination with ROD/Clearing Agency, License Application/Ratification/ License Allocation/Checklist, Document Retirement, Sending Documents to ROD like NND/OBL etc., Approvals/Dispatch Instructions, SRV Pricing, and Drawbacks etc. Manufacturing Units capture the cost of Customs Duty, CVD and SAD paid at ports and ship cost is arrived based on the actual B.E and GR is priced including these costs. License closure / Bond closure/ Export Obligation Discharge are the responsibilities of Foreign Exchange Division at Units. Units also declare the detailed exposure of risk involved during transit from foreign ports to destination for insurance cover under available policy.

Marketing/Business Sector operations include arrangement of Essentiality/Project Authority Certificates for further processing of Units for arranging Licenses etc. depending on the nature of contract e.g. International Competitive Bidding (ICB)/LCB/Negotiable. Time-to-time coordination for schemes like SFIS/ Market Focus, etc.

Corporate Finance provides daily exchange rates used for various payments.

Corporate Finance provides Insurance related rates for ocean freight. Insurance is also to be done for consignments dispatched from ports. Insurance is covered under Corporate Open Policy and only Units files Declaration of import to the regional insurance agency.

Project Engineering Management - PEM

Project Engineering Management (PEM) Division is BHEL's power plant System Integrator, a nodal agency providing total engineering solutions for conventional thermal and gas based power projects and conventional island of nuclear power plant, and procurement of BOP packages enabling BHEL to offer complete Engineering, Procurement and Construction (EPC) services.

PEM's experience of project engineering for over 250 units (coal based units of rating up to 600 MW and gas based units based on 9FA advance class gas turbines) installed and under execution in India and abroad totalling more than 100000 MW, makes it India's largest power plant engineering and design organization. Presently PEM is also engaged in the engineering of supercritical power projects of unit ratings 660 MW, 700 MW & 800 MW being executed by BHEL.

It carries out following functions / activities during the lifecycle of a typical project:

System engineering for BHEL manufactured equipment.

Design & Engineering – Various teams are formed by PEM for design review and verification & engineering.

Preparation of the power plant design – The overall power plant design is prepared by the PEM.

Technological review – PEM does a technological review of the power plant design and suggests any changes, if required.

Approval from customer – If required, PEM takes a formal approval of the power plant design from the customer.

Release of design documents – The design documents are finally released for manufacturing & procurement by BHEL units, civil and structural works, erection & commissioning and procurement of Balance of Plant (BOP).

Engineering and Procurement of balance of plant packages (BOP)

Power Sector – Regions and Site Teams

Receipt, Inspection, Storage and Issue – The material dispatched by the various Units of BHEL is received, inspected, raised Material Discrepancy Report (MDR) and securely stored by the site teams. They also issue materials to Subcontractor for Erection & Commissioning.

Organizing the resources – The site teams organize the manpower, support equipment and material for the project site.

Purchase - Procurement of Steel, Cement, Chemicals and T & P etc is done by the Regional HQ teams.

Subcontracting - Subcontracting Group fixes up Vendor for Material Management and Erection of Equipment.

Document Management: Management of Documents & Drawings required for Erection & Commissioning

Receipt, Storage and Issue: Receipt, storage and issue of Bought out Items (BOI)

Project Planning: The Site Team prepares Erection Plan based on Material, Drawing, and Document availability from MUs & PEM. Site Team also prepares Erectibility Analysis report.

Erection and commissioning – The site teams carry out the erection and commission (E&C) at the site.

Resolution of site problems – The site teams also need to resolve the various problems encountered at the project site.

Contractor Billing – Contractor Bills are checked & verified by the Site Engineer & paid by the Site Finance personnel.

Coordination – The site teams also need to coordinate with the units, sub-contractors and customer and other dealing agencies.

Customer Billing - Customer billing is also done by Site Finance Personnel.

Customer Service after Sales (SAS)

Customer / Site complaint – After handover of the project, the customer complaints are received by commercial, quality or the engineering functions.

Analysis – The analysis of the complaint is carried out by Engineering for man or material requirement.

Problem resolution – The problem is resolved thru Quality, Engineering or production.

Feedback Entry in system – The feedback received from the complaint resolution is captured into some system.

RCA & CA/PA Identification – Root Cause analysis (RCA) & Corrective Actions Preventive Actions (CA/PA) are worked out.

Institutionalization - Entry in on line system for future corrective action if required.

Requirement of Spare Items

Enquiry – An enquiry is received for the requirement of spare items.

Offer – AN offer is given by BHEL for the supply of spares.

Placing the internal order – An internal order is placed within BHEL Unit for supply of spare item.

Issue of engineering documentation – Engineering documentation is issued for the concerned spare item.

Manufacturing of the component – The spare component is then manufactured as per the design document.

Inspection, Packaging & Dispatch – The spare is then inspected, packed and dispatched for the destination.

BHEL Typical Contracts

Hydro

EPC – Engineering, Procurement & Construction is done by BHEL. Civil work is sub contracted.

Electro Mechanical – Storage, Material handling, Erection, Testing & Commissioning of Turbine and Generator is done by BHEL.

Thermal

EPC – Engineering, Procurement & Construction is done by BHEL. Civil work is sub contracted.

BTG – Storage, Material handling, Erection, Testing & Commissioning of Boiler, Turbine and Generator is done by BHEL.

1.3 IT Landscape at BHEL

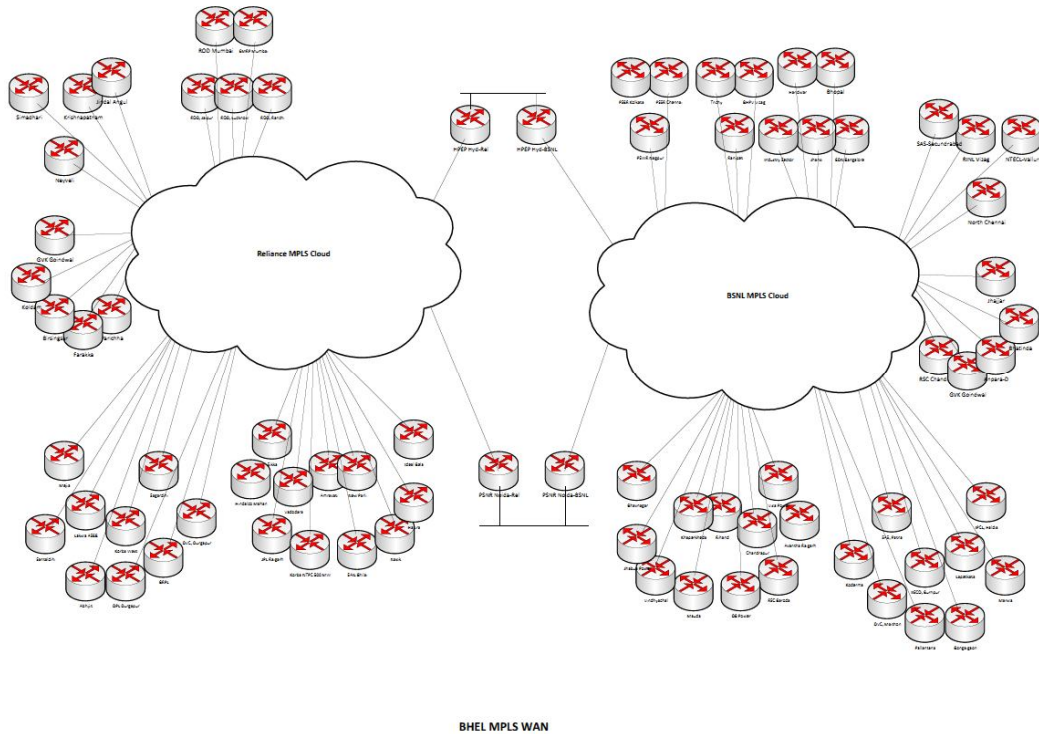
In BHEL, Information Technology has deeply penetrated all the functional areas and it is suitably deployed in various facets of company's operations. The company has substantially introduced IT in

its Engineering, Manufacturing, and Materials Management & Production functions. IT initiatives have been taken up so as to meet the emerging demands of the business challenges of the New Economy.

1.3.1 Existing Network Infrastructure

BHEL is using MPLS connectivity from multiple service providers to connect their locations.

The BHEL locations are connected through multiple connectivity options with redundancy as required.



Details of Bandwidth at BHEL:

Unit	Available Bandwidth
Major Units	16 Mbps
Mid-Sized Units	10 Mbps
Small Units	4 to 8 Mbps
Sites & Other small locations	2 Mbps

1.3.2 Existing IT Infrastructure

All Units and Divisions have their own computing resources as per their perceived needs. Local connectivity of different departments and groups has been achieved through state of the art LAN technologies (Giga Bit Ethernet/ Fibre optics). BHEL has established its Corporate Level Wide Area Network on MPLS based technology linking Manufacturing Units, Service Divisions, Project Sites and offices. This has enabled exchange of information across the Units / Divisions in a secured way. This

network MPLS interconnects all locations of BHEL across the country on OFC/RF Links/VSATs/ internet.

1.3.3 Existing Applications

The Owner's establishments since the past few decades are engaged in full swing operations in heavy engineering, manufacturing, supply, erection/ commissioning, service after sales, spares, Renovation & Modernization of several types of products related to power plant, transportation & transmission. Such works of varied products were executed at different business establishments of the Owner. Over a period of time, such individual establishments of the Owner developed, operated & maintained several legacy applications (mostly web-based) for its local use. Such legacy business applications are normally unique to Owner's establishment. SAP-ERP was also progressively rolled out by few of such Owner's establishments i.e. in Trichy, EDN, EPD Bangalore & RCPuram & PE&SD, Hyderabad between 2002 to 2012.

Such above stated business applications built & relied upon by such establishments have been delivering certain business values & goals, apart from having developed system familiarity & adoption by the end users over passage of time.

Aggregate of such business applications in operation across Owner's establishments' totals to few hundreds & these applications are residing on several hardware & software procured at substantial costs, apart from major expenditures made on human resources on change management, engagements, trainings, etc. Oracle has been used as RDBMS technology & J2EE/Oracle forms reports/ JSP/ASP are the major existing technologies used for application development.

All engineering centres are well equipped with engineering workstations using advance Engineering Software for Designing, Modelling, Analysis and Drafting etc. Electronic Depositories, with appropriate work flow & change control, have been implemented particularly for Engineering Documents at major units.

The list of existing ERP & Non ERP software is mentioned in **Annexure #3 Existing Software**.

2 Definitions

Owner/ Purchaser: Bharat Heavy Electricals Limited (Registered Office: BHEL House, Siri Fort, New Delhi - 110049, India).

- **ERP Product / Software:** Shall mean, Standard, proven, off-the shelf, integrated, modular software application using an integrated database with the following functionality (single application and not as bolt-on solutions) – Sales, Marketing & Dispatch, Project Management, Material Management, Engineering Management, Production Management, Financial Management & Costing, Quality, Plant Maintenance, Document Management, Payroll and HR & Workflows. In case of any ambiguity in definition of modules, the above modules shall mean the above function as relevant to BHEL processes. These functions should be natively integrated applications on a single interoperable open platform and not the integration of multiple products & overlapping middleware.
- **Integrated Solution:** Shall mean, ERP Product / Software as specified above, Bolt-on / Add-on solutions, third party applications and any other tools, accessories and services required for the fulfilment of the intent of the contract.
- **Implementation Partner:** Shall mean, the agency that provides all necessary supplies and services for the successful implementation of the Integrated Solution, who may be either ERP Product Vendor and/ or a partner in the Bidding Consortium as per Section 4.1.

- **Bidding Consortium / Bidder:** Shall mean, ERP Product Vendor and its authorized Implementation Partner entering into a Consortium Agreement for a common objective of satisfying the Owner's requirements & represented by the Implementation Partner as Lead member of the consortium.
- **Request for Proposal (RFP) / Tender Document:** Shall mean, written solicitation that conveys to the Bidder, requirements for products/ services that the Owner intends to buy and implement.
- **Bid / Proposal:** Shall mean, the offer by the Bidder to fulfil the requirement of the Owner for an agreed price. It shall be a comprehensive technical and commercial response to the RFP.
- **Successful Bidder:** Shall mean qualified & Successful in the bidding process and is given the award of Work.
- **Specification:** Shall mean the specifications contained in the RFP Documents and Annexure, Schedule etc. attached thereto, if any, and includes any subsequent modifications thereof.
- **Approved:** Shall mean approved in writing by authorized Officer of the Owner. No review, consent, approval or acknowledgement by the Owner shall relieve the Bidder from any liability or obligation under the Contract.
- **Month / Week:** The Month shall mean calendar month & Week shall mean calendar week.
- **Applicable Law:** Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- **Milestones:** Shall mean junctures in the progress of the Project/Contract as defined hereinafter in accordance with Section 3.3 (Implementation Plan) and which shall act as the basis for monitoring/measurement of progress of the Project/Contract and also shall constitute the qualification criteria for the release of payment or levy of penalties/liabilities, as the case may be.
- **Penalties:** Shall mean, the imposition of pecuniary liability against unfulfilled/incomplete Works and/or milestones calculated on the basis of prescribed milestones in Section 9 herein If the Bidder fails to achieve Substantial Completion of the Work on or before the due date, the Bidder shall pay the Owner penalties as set out in the Contract for each day or part of a day that Substantial Completion is delayed beyond the required date up to the maximum prescribed under Annexure #22 hereunder or such other limit as may have been stated in the Contract. Unless stated otherwise in the Contract if a certificate of Substantial Completion has been issued for part of the Work on or before the Substantial Completion Date, the penalties payable shall be reduced in the proportion which the value of such part of the Work bears to the value of the whole of the Work.
- **Payments:** Shall mean all sums of monies as defined under Section 9 hereunder.
- **Breaches:** Shall mean inter alia and include a failure of performance under the contract, whether or not penalties are attracted/applicable for the violation of terms and conditions contained herein, non-adherence of instructions and prescribed compliances, non-performance or unsatisfactory performance of obligations in the opinion of the Owner, non-adherence to laws and regulations, and shall include within its purview, a failure to ensure satisfactory performance parameters of the 'ONE- BHEL' initiative as defined hereunder which is significant enough to give the Owner the right to sue in a manner so as to place itself in the position they would be in if not for the breach committed.
- **Termination:** Shall mean any of the events defined under Section 11.13 resulting in the cessation/expiration/short closure of the Contract and consequences thereof.
- **Amendment/ Variation to Contract:** Shall mean any amendment of the Contract agreed by the Owner and the Bidder in writing and in accordance with Section 5.8 contained herein.
- **Work:** Shall mean all work to be carried out and all services rendered by the Bidder including all temporary work, design, procurement and installation work to be performed by the Bidder for and in connection with the permanent and temporary works, and all other work and services to be carried out by the Bidder under the Contract.
- **Instruction:** Shall mean communication issued by the Owner in accordance for purposes herein including but not limited to requiring the Bidder to add to, omit from, alter, cancel or delete all or part of the Work.

- **Associated Companies & Affiliates:** Shall mean the ultimate holding Owner of any Owner Affiliates and the subsidiaries in any tier in the chain thereof with such ultimate holding companies where the immediate parent Owner has a controlling or greater than 50% of the Bidder interest in the subsidiary.
- **Completion:** Shall mean that the whole of the Work has been completed in accordance with the requirements of the Contract, when so certified by the Owner, with no exceptions or outstanding items. The date of issue of the Completion certificate shall be the date on which the Bidder is deemed to have achieved Completion.
- **Final Completion:** Shall mean that the end of Warranty Period, including any extension thereof, has expired, when so certified by the Owner.
- **Confidential Information:** Shall mean all knowledge, data or information acquired by the Bidder from, or disclosed to the Bidder by, the Owner, or on behalf of the Owner, in connection with the Work in writing, drawings, magnetic tapes, computer programs or in any other way, as well as all data derived there-from, to the extent that such knowledge, data or information at the time of such acquisition or disclosure is not either already in the unrestricted possession of the Bidder or part of public knowledge or literature.
- **Commencement Date:** Shall mean the date stipulated in the Contract on which the Bidder shall commence executing the Work. If no date has been stipulated in the Contract, the Commencement Date shall be the Effective Date.
- **Contract Price:** Shall mean the sum of money stated in the Schedules, subject to such additions thereto or deductions there-from as may be made under the provisions of the Contract.
- **Documents:** Shall mean all drawings, calculations, computer software (programs), patterns, models, operation and maintenance manuals and all other manuals and information of whatever nature submitted by the Bidder.
- **Facilities:** Shall mean any of Bidder software, hardware, knowledge portals, offices, bases, yards, factories, warehouses, workshops, laboratories, camps or other installations identified as such.

3 About 'ONE-BHEL' Initiative

The Owner is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector today.

Currently, five of the Owner's manufacturing units (Trichy, HPEP & PESD Hyderabad, EDN & EPD Bangalore) have implemented SAP-ERP in an independent and phased manner on separate instances while the remaining units and business sectors have implemented in-house developed computer systems to meet their information requirements. SAP-HCM is implemented at corporate level for entire BHEL as a single instance.

Information Technology platforms and their business processes are distributed and at variance across the Organization. In order to meet the current business challenges for sustaining competitiveness and ensuring growth in the market, there is a need for the Owner to undertake an ERP implementation driven Business transformation exercise. This exercise will enable the Owner to streamline and standardize business processes across the organization and to adopt some of the global best practices being followed in similar industries.

3.1 Objectives

'ONE-BHEL' term is coined for an Integrated Solution across BHEL. The key objectives envisaged out of 'ONE-BHEL' Integrated Solution are:

- Single version of information with 'ONE-BHEL' view to all the stakeholders.
- Standardized, rationalized, automated and integrated business processes and systems across BHEL to deliver business value.
- Online reconciliations of various information (project, financials, logistics etc.).
- Real Time and end-to-end visibility of information on multiple dimensions (projects, financials, inventory, customer, vendor database, etc.) across BHEL in a multiple execution environment.
- Online Collaboration for engineering and projects.
- Improvement of Key Performance Parameters (KPIs) in BHEL.
- Management dashboards for monitoring and decision support systems at Unit and Corporate level.

3.2 Implementation Approach & Strategy

As part of the 'ONE-BHEL' initiative, the Owner intends to implement a single ERP instance for the entire organization via a common Global Business template. Bidder shall standardize and harmonize the business processes based on standard and global best practices to achieve process standardization across BHEL. The Global Business template should have base standardized processes with unit level variances as approved by the Owner. The Owner expects minimum unit level variances so as to achieve the 'ONE-BHEL' objectives.

Subsequent to Global business template creation, the Bidder will do the realization called "Common realization" of base standardized processes with all Unit level variances along with the customizations. The tested "Common realized" processes will then be rolled out to each of the units along with that unit specific variances as per Implementation plan mentioned in **Section 3.3 Implementation Plan**.

Following should be mandatorily factored in the implementation:

- The Engineering Systems like AutoCAD, PDMS, Wrench, etc. & certain legacy systems shall remain & be part of the overall landscape & integrated with 'ONE-BHEL' ERP solution, as per specifications contained in this document.
- Existing SAP-HCM system shall have integration with the proposed 'ONE-BHEL' solution.
- Apart from the benefits, goals & requirements to be delivered by the consortium to the Owner by implementing 'ONE-BHEL' ERP solution, the benefits & business values/goals which Owner's establishments have been deriving from legacy & currently running SAP-ERP business applications, shall continue to be provided as a minimum, with efforts for improvement, through 'ONE-BHEL' ERP solution design and implementation.
- Owner's existing software (**as per Annexure #3**) can be reutilized in 'ONE-BHEL' ERP solution after provisioning for running old data related applications.
- 'ONE-BHEL' implementation shall ensure visibility of data, seamless data movement to achieve integration across inter / intra unit without human intervention, example – components visibility, financial transactions and information, procurement status, project related information i.e. 'ONE-BHEL' ERP solution shall provide an integrated solution across Owner's organization.

- The Global/Common Business Template shall achieve process standardization & unification across Owner's entire organization for achieving the 'ONE-BHEL' objectives for each location & seamlessly across all locations.
- Separate Balance sheet is required for each manufacturing unit, corporate functions, regions, business sectors and derived balance sheet for the Corporate. This shall be finalized at the time of Business Blueprinting.
- Business analytics and web enabled local & Corporate MIRs (Management Information Reports) for all required operational & performance data and for monitoring the local & Corporate KPIs without human interface & "pushing" & "pulling" data from the database.
- To achieve the 'ONE-BHEL' ERP Objectives, standalone applications shall have to be interfaced / integrated with the proposed optimized solution.

The preceding paras above & the other terms of this tender would be part of bidders evaluation.

4 Instructions to Bidders

4.1 Eligible Bidders

For the avoidance of doubt, M/s. PricewaterhouseCoopers (PwC) and any entity affiliated with them who were associated with the preparation of this document shall not participate in any manner with respect to providing goods, works or services directly or indirectly for implementation of the Integrated Solution.

The bidder must submit a certificate of no conflict through authorized signatory confirming that there would be no conflict of interest with BHEL. Bids of any Bidder may be rejected if a conflict of interest between the Bidder and BHEL is detected at any stage. To clarify, conflict of interest may arise from due to multiple reasons including the following:

1. If any competitor of BHEL has stake in Bidder's organization. Competitors will be defined as companies working in the same field as that of the product/project line of BHEL and is working in the same territory as that of BHEL.
2. If the executive management of Bidder is related to executive management of BHEL.
3. If any team members of the Bidder who has worked for any period in this project shall not work with the competitor of BHEL till the expiry of the agreement with BHEL.

No claims / correspondences later or during the bidding process in any form shall be considered from any vendor / bidder who have not participated in owner's bidding process and not submitted its bid as per Tender requirements.

The bidder shall comply with the following mandatory requirements:

- a. The Bidder shall include a letter signed by both the members of the consortium who are bidding jointly expressing their intention to be jointly and severally responsible for the project. In the above arrangement, the ERP OEM vendor's authorized Implementation Partner must be nominated as a Consortium Lead Member and this nomination along with the joint and several liability undertaking between members of such consortium shall be evidenced by submitting an entry into force of a duly stamped agreement of the duly executed Consortium Agreement in accordance with the format placed in **Annexure #25 Consortium Agreement**.
- b. For the purposes of clause a. above, the Bidding Consortium of ERP OEM vendor and its authorized Implementation Partner may associate with any other Third Party Solution Vendor at their end for related IT application / tools etc. if required Provided hereinafter that should such an alliance/collaboration be contemplated, such arrangement and intention should be made known to the Owner through the signed letter mentioned in clause a. above.
- c. The Lead Member of the Bidding Consortium shall be liable to incur all liabilities and receive instructions for and on behalf of both/all the members of the Bidding Consortium, as the case may be and shall be over-all responsible for delivery of all provisions of the contract till the completion of the contract.
- d. Members of the Bidding Consortium will be jointly and severally responsible, as defined in the Special Conditions of Contract, for the entire Scope of the Contract and to that effect, such joint and several liabilities shall unambiguously be reflected in the Consortium Agreement to the satisfaction of the Owner.
- e. All payment transactions shall be done by the Owner to the members of the Bidding Consortium on certification by the Lead Member of the Bidding Consortium.
- f. Each member of the Bidding Consortium (ERP Product OEM & Implementation Partner) has to individually qualify the Pre-Qualification criteria as specified in the Tender document.

For the avoidance of doubt, the above clauses remain applicable in the event where the ERP OEM vendor chooses to bid as the same entity for both parts.

4.2 Ethical Standard, Good Faith and Fair Dealing

Bidders shall use its best efforts to prepare, file and cause to become effective, as promptly as practicable all obligations under this arrangement and to that effect the Parties aforementioned shall act in utmost good faith at all times and are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, Owner will reject a proposal for award if it determines that the Bidder being considered for award has engaged in any objectionable, corrupt, misleading or fraudulent practices in competing for the Contract.

For the purposes of this provision, the terms set forth below are defined as follows and shall be construed as such:

- i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Owner of the benefits of competition or the active or passive concealment of a fact which may have direct or indirect consequences on the Owner ;
- iii. "Wilful Misconduct" means the commission or omission of conduct/action that has been intended to harm the Owner or cause losses thereof.

For the avoidance of doubt, breach of the above conditions shall be considered to be a breach of the Contract thereby leading to the imposition of penalties as defined in **Annexure #22 Penalty** more particularly over and above the Owner's right to pursue any/all remedies under common law.

By signing the Bid-form the Bidder represents that for the software it supplies, it is either the owner of the Intellectual Property Rights in the software or that it has proper authorization and/or license from the owner to offer them. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Owner may take.

4.3 Language of Bid

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Owner shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

4.4 Bid Format & Contents of Bid

The project scope, bidding procedures, Contract terms and technical requirements are prescribed in the Bidding Documents. The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

Wherever Softcopies are submitted, hardcopy data shall prevail for all purposes.

This tender invites 3(Three) parts bid as listed below:

- a. Pre-Qualification Bid
- b. Techno-Commercial / Un-priced Bid
- c. Price Bid

4.4.1 Envelope 1

The envelope containing the Tender Document fee & Bid Security/ Earnest Money Deposit (EMD) shall be sealed and marked as:

Tender Document fee & Bid Security / Earnest Money Deposit (EMD) for Tender No. M1A1M04216, Dated 4th September 2013 for 'ONE-BHEL' - ERP Project.

The contents of the Envelope 1 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Bid cover sheet including Bid validity	Annexure #7 Bid Cover Sheet	NA
2.	Tender Document Fees – Original DD of INR 20,000/- (INR Twenty Thousand Only), in favour of Bharat Heavy Electricals Limited payable at Hyderabad or Copy of DD (if original DD submitted during pre-bid).		NA
3.	The Earnest Money Deposit (EMD) of INR 2,00,000 (INR Two Laks Only)	NA	EMD should be in the form of Pay order or Demand draft issued by a Nationalized bank drawn in favour of 'Bharat Heavy Electricals Limited' payable in Hyderabad

4.4.2 Envelope 2

Hard copy of the Bidder's response to the Pre-Qualification criteria describing the information requested by the Owner in the format as mentioned in the below table.

The response should be a complete document, bound as a volume and placed in separate sealed envelope marked as "**Pre-Qualification Response**".

One Soft copy of the Pre-Qualification Response in word format should also be submitted on a CD/DVD sealed in a separate envelope marked as "**Soft copy of Pre-Qualification Response**".

Envelope 2 will contain above 2 super scribed envelopes and will be marked as:

Pre-Qualification Bid for M1A1M04216, Dated 4th September 2013 for 'ONE-BHEL' - ERP Project.

Note:

1. Envelope 2 should not contain pricing information, in either explicit or implicit form. Any deviations in this regard shall make the proposal as being unresponsive and may lead to disqualification.
2. Each page of the hard copy must be numbered and signed by the authorized signatory of the Bidder.

The contents of the Envelope 2 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Agreement between consortium partners duly executed on non-judicial stamp paper and notarised.	Annexure #25 Consortium Agreement	
2.	Pre-Qualification confirmation to each of the parameters mentioned in Annexure # 9 Pre-Qualification Eligibility Form along with the required supporting documents	Annexure # 9 Pre-Qualification Eligibility Form	If a single Pre-Qualification criterion is not met or document(s) submitted for each Pre-Qualification criterion do not adequately & explicitly prove Bidder's claim, the Bid shall be disqualified.
3.	Board Resolution authorizing participation in tenders of similar classification.		The Board resolution should not be older than 6 months from the date of submission. Failure to provide the valid board resolution document will result in disqualification of Bidder.
4.	Power of Attorney, if applicable, duly executed and notarised.		
5.	Types of Indemnities (duly stamped and notarized), to be provided: <ul style="list-style-type: none">• General Indemnity for protection of 3rd party claims against the Owner• IPR compliance and compliance of law and regulations in force• Compliance of licenses and registration, as applicable• Joint and several liability• Vicarious (can be combined with Joint & several liability)		The indemnities could be in the Bidder's format.

Sl. No.	Content	Format	Remarks
6.	No deviation Confirmation	Annexure #11 No Deviation Certificate	

4.4.3 Envelope 3

Hard copy of the Bidder's response to the Techno-Commercial evaluation criteria information requested by the Owner in the format as mentioned in the below table.

Hard copy of Techno-Commercial evaluation criteria should be a complete document, bound as a volume and placed in separate sealed envelope marked as "**Techno-Commercial Response**".

One Soft copy of the Techno-Commercial evaluation criteria in word format should also be submitted on a CD/DVD sealed in a separate envelope marked as "**Soft copy of Techno-Commercial Response**".

Envelope 3 will contain the above defined 2 (two) envelopes and will be marked as:

Techno-Commercial Bid for M1A1M04216, Dated 4th September 2013 for 'ONE-BHEL' - ERP Project.

Note:

- Envelope 3 should not contain pricing information, in either explicit or implicit form. Any deviations in this regard shall make the proposal as being unresponsive and may lead to disqualification.
- Each page of the hard copy must be numbered and signed by the authorized signatory of the Bidder.
- The bidder is expected to provide detailed bill of materials (BOM) for the proposed Integrated Solution as part of techno-commercial proposal without price quote. The Bill of materials/deliverables as given in the technical solution should be in consonance with the Price bid. Any deviations between Techno-Commercial and Price bids shall make the proposal as being unresponsive and may lead to disqualification of the proposal. The Owner reserves the right to take appropriate action in this regard.

The contents of the Envelope 3 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Techno-commercial Bid Covering letter	Annexure #10 Techno-commercial Bid Covering Letter	
2.	No deviation Confirmation	Annexure #11 No Deviation Certificate	
3.	Profile of the Bidder in terms of financials, number of years of service rendered in India, centres in India and abroad and other relevant details	Bidder to enclose document(s).	
4.	Approach & Methodology which the Bidder will adopt	Bidder to enclose document(s).	

SI. No.	Content	Format	Remarks
	during the execution of 'ONE-BHEL' project		
5.	Schedule of delivery	Annexure #12 Schedule of Delivery	
6.	Resource deployment plan	Annexure #13 Resource Deployment Plan	Mention clearly the resources which will be deployed for minimum resource compliance requirement & those which are over & above the minimum resource compliance requirement
7.	Project Governance & team structure	Bidder to enclose document(s).	
8.	Team composition & detail CV's of each of the proposed team member (Including ERP product Vendor resources)	Annexure #14 Team Profile - CV's	CVs of the Resources which will be deployed for minimum resource compliance requirement & those which are over & above the minimum resource compliance requirement
9.	Declaration that the Bidder will deploy: <ul style="list-style-type: none"> • Minimum resources during the entire duration of the 'ONE BHEL' project as mentioned in Sections 7.6 & 8.2. • Human Resources proposed for the project as mentioned in Annexure #14 Team Profiles – CVs 	Annexure #23 Resource Deployment Declaration	
10.	Citations and references including: <ul style="list-style-type: none"> • Completion certificate from the Customer for each complete implementation OR Self certification along with Purchase Order copy and provide access to the Owner/ PwC for validation by the customer within 7 days of request from the Owner/ PwC. If such access is not provided / 	Annexure #15 Citations	

SI. No.	Content	Format	Remarks
	<p>available within days stipulated, herein, including response of such customer(s) are inadequate / non-responsive / inexplicit as decided by the Owner, such citations of the Bidder are liable to be rejected.</p> <p>• Annexure # 15 Citations duly filled in with the required details</p>		
11.	Response to Functional requirement specification	Annexure #1 Functional Requirement Specification.	
12.	Response to Technical requirement specification	Annexure #2 Technical Requirement Specification.	
13.	Un-Priced Bid	<p>Following Annexures without price:</p> <ul style="list-style-type: none"> • Total Cost Annexure #16 • License cost Annexure #17 ((17.1 OR 17.2), 17.3 & 17.4) • Implementation cost (Annexure #20) • Man-power cost for Implementation Partner (Annexure # 18.1) • Man-power cost for Solution Expert Consulting Services (Annexure # 18.2) • Training Cost (Annexure #19) 	Against each item in Un-price bid format, the bidder should write "QUOTED".
14.	<p>License Price as Percentage (%) to Total Price.</p> <p>* To be furnished in a separate sealed envelope marked as "Envelope 3A: License Price Percentage to Total Price".</p>	Annexure #30 License Price Percentage	License price as a % of the sealed bid price is to be furnished in a separate sealed envelope marked as "Envelope 3A: License Price Percentage to Total Price". This envelope of the successful bidder will be opened by the Owner to ensure that the license

Sl. No.	Content	Format	Remarks
			price has not been increased in absolute terms.
15.	Bidder's plan to address the key challenges anticipated during the execution of the project.	Bidder to enclose document(s).	
16.	Signed copy of the tender document and any addenda released after the release of the tender document		
17.	Copy of all agreements (Licenses, services, etc.) to be signed by the Owner with the Bidder AND/OR ERP OEM.		
18.	Details of Consortium members - Address, Tax details, Bank details etc. on which Purchase Orders shall be placed.		

4.4.4 Envelope 4

Hard copy of the Price Bid describing the information requested by Owner in the format as mentioned in the below table and placed in sealed envelope marked as

Price Bid for M1A1M04216, Dated 4th September 2013 for 'ONE-BHEL' - ERP Project.

Note:

1. All pages of the Bid must be numbered and signed by authorized signatory.

The contents of the Envelope 4 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Price Bid	<ul style="list-style-type: none"> • Total Cost Annexure # 16 • License cost Annexure #17 ((17.1 OR 17.2), 17.3 & 17.4) • Implementation cost (Annexure #20) • Man-power cost for Implementation Partner (Annexure # 18.1) • Man-power cost for Solution Expert Consulting Services (Annexure # 18.2) • Training cost (Annexure #19) 	

4.4.5 Envelope 5

All the above 4 envelopes along with the proposal letter should be put in envelope 5 which shall be properly sealed and marked as:

Bid for M1A1M04216, Dated 4th September 2013 for 'ONE-BHEL' - ERP Project.

Last Date of Submission 27th December 2013, 11:00

Hrs. Submitted by:

The contents of the Envelope 5 must be as follows:

Sl. No.	Content	Format	Remarks
1.	Envelope 1	Section 4.4.1	
2.	Envelope 2	Section 4.4.2	
3.	Envelope 3	Section 4.4.3	
4.	Envelope 4	Section 4.4.4	

4.5 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid and Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.6 Bid Currency

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

4.7 Bid Price

Price Bid shall be as per the format given from **Annexure #16** to **Annexure #20**. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between the Owner and the Bidder.

Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers all the Bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services. This includes all requirements under the Bidder's responsibilities for successful completion of the Integrated Solution implementation as per scope of work and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc. and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General and Special Conditions of Contract

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

4.8 Bid Validity Period

Bid shall remain valid up to 180 (One Hundred & Eighty) days from the actual date of opening of Techno Commercial / Un-Priced Bids. Withdrawal of quotation by the bidder, at any stage after its submission, may entail appropriate action including forfeiture of EMD.

In exceptional circumstances, the Owner may solicit the Bidders' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended.

4.9 Earnest Money Deposit (EMD)

One time EMD of INR 2,00,000 (INR Two Lakh Only) is to be submitted by each bidder in the form of Pay order or Demand draft in favour of 'Bharat Heavy Electricals Limited' and be payable in Hyderabad. EMD may be forfeited under following conditions:

- a. After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- b. Non-faithful performance, including but not limited to delayed and inadequate response, in the opinion of the Owner in the bidding process until order is placed.
- c. The Bidder not abiding by Section 5.7 w.r.t to failure to accept the issued PO within a maximum of 7 Calendar days along with the submission of Security Deposit.

EMD will only be refunded upon presentation of a valid bank guarantee to the Owner by the Successful Bidder and receipt of balance security.

EMD given by all unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful bidder on production of Original Cash receipt along with claim.

EMD shall not carry any interest. In case of any delay in refund due to any reason, Owner shall not pay any interest on delayed refund.

EMD shall remain valid as per clause 4.8 above.

4.10 Bidder queries

4.10.1 Pre-Bid Clarifications / Amendments

Owner may at its sole discretion amend the RFP document exclusively through a corrigendum published on the Owner's website at any time prior to the deadline for submission of bids. However in case of any such amendment, the bid submission date may be extended at the discretion of the Owner.

Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by the Owner exclusively through a corrigendum published on the Owner's website. However in case of any such amendment, the bid submission date may be extended at the discretion of the Owner

Any corrigendum / notification issued by the Owner, subsequent to issue of RFP, shall only be available / hosted on the Owner's website (www.bhel.com).

Bidders requiring any clarification on the Bidding Documents may notify the Owner in writing or by email at the Owner's mailing address given in Tender Information Page (page no. 2 & 3 of this RFP document). The Owner will respond during Pre-bid Conference to any request for clarification or modification of the bidding documents. If deemed fit, written copies of the Owner's response (including an explanation of the query but not identification of its source) will be sent after Pre-bid Conference to all prospective Bidders that have participated in Pre-Bid meeting.

The Bidder is advised to visit and examine the sites where the Services are to be provided and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for providing the Services / Facilities. The cost of visiting the sites shall be at the Bidder's own expense. The purpose of this exercise is for the Bidder to fully inform & acquaint himself with all aspects & it's likely impacts (technical, financial, logistics, environmental, etc.) for delivering successfully the 'ONE-BHEL' ERP solution. No claims, of any nature on such accounts shall be entertained by Owner. The Bidder (along with the details of visiting Personnel) may request to visit the owner's sites in writing or by email at the Owner's mailing address given in Tender Information Page (page no. 2 & 3 of this RFP document). After owner's acceptance for the visit, the provision for Bidder to visit Owner's site, as requested by the Bidder, shall be arranged appropriately. Owner reserves the right to share only relevant information with the visiting Bidders.

The purpose of this exercise is to clarify any issues regarding the Bidding Documents in general and the Scope of Work in particular.

The Bidder is requested to submit questions in writing or by email as per **Annexure #6 Template for Pre-Bid Queries** to reach the Owner, not later than fifteen (15) days from the date of publication of the tender.

All clarifications sought by prospective Bidders as pre-bid clarifications shall be accompanied by a Demand Draft of INR 20,000 towards tender document cost. Only those vendors who submit the copy will only be entertained for replies towards pre-bid queries. The Bidder shall submit the original DD along with the main tender submitted on or before the due date.

Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

Any effort of the Bidder to influence the Owner in its decision in respect of evaluation of the Bid or award of the contract shall result in the rejection of the Bid and forfeiture of the EMD. During the Bid preparation process, Bidders will focus their inquiries and communications, if any, to ONLY the authorized designated contact person of the Owner.

4.11 Security Deposit (SD)

Security deposit amount of Rs.4,00,000 (INR Four lacs only) plus 5% of the amount by which the order value exceeds Rs.50 lacs shall be submitted by the successful bidder before start of the work. Non-submission in time of SD for value stated herein shall lead to forfeiture of EMD and cancellation of Order.

Security deposit shall be furnished in any of the following forms:

- i. Pay order in favour of BHEL.
 - ii. Demand draft in favour of BHEL.
 - iii. Local cheques of scheduled banks, subject to its realization.
 - iv. **Bank Guarantee shall be from Nationalised Banks / Scheduled Bank / Public Financial Institutions as per the Annexure #8 Bank Guarantee Format.**
 - v. Original Fixed deposit receipt (FDR) issued by scheduled banks / public financial institutions as defined in the Companies Act. The FDR should be in the name of successful bidder, A/c BHEL, duly discharged on the back
- Acceptance of security deposit against serial 4.11-iv and 4.11-v will be subject to hypothecation or endorsement on the documents in favour of the Owner. However, Owner will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected there with. Security deposit shall not be refunded to the Successful

bidder except in accordance with the terms of the Contract i.e. upon successful completion of the Contract.

- EMD of the successful bidder may be converted and adjusted against the Security Deposit.
- The security deposit shall not carry any interest.
- The Owner reserves the right to forfeit the Security Deposit under following circumstances:
 - a. In the event that the successful Bidder fails to sign the Final Contract Agreement within a maximum of 15 calendar days from the date of issue of draft agreement.

4.12 Contract Performance Bond

- The Bidder shall at its own expense provide the Owner with a Contract performance bond as per **Annexure #26** issued by a first class bank in India in the form of 5 (five) % of total contract price and valid till Contract completion period or extended period, if any.
- The Contract performance bond shall be submitted and come into effect within fifteen (15) days from the date of Owner's purchase order. In no event shall the Owner be obliged to make any payments to the Bidder under the Contract before having received the duly signed Contract performance bond & Security deposit.
- The Bidder shall, at the Owner's request, ensure that the Contract performance bond is amended periodically to reflect any approved variations or extension of the Completion Date and shall submit the revised original of such document to the Owner within Ten (10) days of Owner's instruction. All costs in amending such documents shall be for the Bidder's account.
- The Owner shall have the right, without limitation, to call the performance bond for any non-compliance with the terms of the Contract which the Bidder fails to remedy within the period stated in the notice issued by the Owner advising the Bidder to remedy the non-compliance.

4.13 Interest Liability

In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.

4.14 Duty of Due Diligence

For the purposes of the procurement and execution of this Contract, the Bidder does hereby accept, covenant and acknowledge its duty at all times to ensure the highest degree of care and competence in execution of the Contracts in question and hereby acknowledges its inherent duty of due diligence in all its acts/commissions and/or omissions at all times.

For the purposes of this provision, such duty of due diligence shall continue and extend jointly and severally amongst its consortium partners.

Wilful Negligence: For the purposes of this clause, wilful negligence shall be defined as any act/omission necessary for the completion of the objectives of the works which has been known to the bidder/ Implementer by virtue of his proficiency in this field but has been omitted/committed by his negligence with an intention to deceive and/or cause hindrance to the smooth functioning of the objectives herein. Wilful negligence and negligence in general, arising out of the Bidder's obligation of due diligence towards the Owner shall amount to a breach under this contract, the difference between the two being only that while the former shall attract penalties as defined in **Annexure #22 Penalty** of the contract, the latter shall amount to a breach under tort not necessarily attracting consequential damages.

4.15 Tender Cancellation

The owner reserves the right to cancel this tender at any time after publication & before award without assigning any reasons whatsoever & without any financial implication to the Owner. The EMD for bids submitted shall be returned to respective Bidders.

5 Selection Process

5.1 Opening of Bids

- Envelope 1 and Envelope 2 of the tender will be opened on the same day or the day appointed for the same by the Owner. Bidder's authorized representative may attend the Bid opening meeting and shall sign in a register/document prepared by the Owner, as proof of his attendance. Envelope 3 & 4 will not be opened by the Owner on the same day. The offer received without Tender Document fee and EMD are liable for rejection.
- Bidder's names, bids received, the presence of any alternative bids, the presence of requisite bid security and other such details will be announced by the Owner at the opening. Late bids are liable to be rejected.
- The Owner will open the Envelope 3 of only those Bidders who qualify in the Pre-Qualification evaluation given in **Section 5.4 Prequalification Criteria**. The date, time, and place for opening the Envelope 3 will be communicated to the qualified bidders. Bidder's authorized representative may attend the Bid opening meeting.
- The Owner will open the Envelope 4 at a later date. The date, time, and place for conducting the Reverse Auction (RA)/ opening of Price Bid will be communicated to the qualified bidders. Bidder's authorized representative may attend the Bid opening meeting. In the event RA is proposed, business rules applicable for 'No English Tie' will be communicated to all qualified Bidders.

5.2 Preliminary Examinations of Bids

- The Owner will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the Bidding Documents will be rejected by the Owner and shall not be included for further consideration.
- Prior to the detailed evaluation, the Owner will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:
 - a) One that limits in any substantial way the scope, quality, or performance of the desired system; or
 - b) one that limits, in any substantial way that is inconsistent with the Bidding Documents, the Owner rights or the successful Bidder's obligations under the Contract; and
 - c) One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- In particular, bids with deviations from, objections to or reservations about critical provisions such as those concerning Bid Security, Governing Law, Taxes and Duties, Defect Liability, Maintenance period, Patent Indemnity or Limitation of Liability, that the Bidder is not prepared to withdraw, will be treated as non-responsive. The Owner determination of a bid's

responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.

5.3 Clarification on Bids

During the bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

5.4 Pre-Qualification Criteria

5.4.1 ERP Product Vendor

Each of the Qualifying condition mentioned below is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

SI. No.	Parameter	Mandatory Qualification Description	Evidence
1.	Global Annual Financial Turnover	<p>The ERP Product Vendor must meet BOTH the following criteria for at least 2 years out of the last 3 years:</p> <ol style="list-style-type: none"> Global Annual turnover of at least INR 2000 Crores per year. The company should be profit making. 	<p>Audited financial statements for the last three financial years</p> <p>OR</p> <p>Statutory auditor's certificate for the last three financial years</p> <p>OR</p> <p>Self-certification from authorized signatory for the last three financial years. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p>
2.	Indian Annual Financial Turnover	<p>The ERP Product Vendor must meet ALL criteria stated below for at least 2 years out of the last 3 years:</p> <ol style="list-style-type: none"> Annual turnover from Indian Business of at least INR 400 Crores per year. Annual turnover of INR 80 Crores per year from ERP Business in India. The company should be profit making. 	<p>Audited financial statements for the last three financial years</p> <p>OR</p> <p>Statutory auditor's certificate for the last three financial years</p> <p>OR</p> <p>Self-certification from authorized signatory for the last three</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			financial years. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)
<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 OR Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company) OR Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation,

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			date of implementation (completion date)
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.	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
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.	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p>
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

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>OR</p> <p>Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p>
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.	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies along with self-certification of ERP product OEM from authorized signatory.</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>(Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p>
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.	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>signatory to sign on behalf of the company)</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p>
Technical			
9.	India specific Tax Compliance	The offered ERP product must meet Indian tax requirement and also capable of incorporating future changes	Provide self-certificate from authorized signatory stating how the product will incorporate future changes, as & when applicable. Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company
10.	Integration Capability	<p>The offered ERP product should be capable of integrating with the following -</p> <ul style="list-style-type: none"> • Auto CAD 	Provide the list of PLM software which can be integrated with the Offered ERP product.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
		<ul style="list-style-type: none"> Engineering automation & Product Life Cycle management software SAP-HCM	Provide the list of Customers where Offered ERP product is integrated with SAP-HCM.
Others			
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 center in India with the center having the capacity of imparting training 3-4 batches at a single center in parallel with not more than 15-20 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 and/or Govt. of India.	Provide self-certificate from company's authorized signatory
16.	J&S Responsibility	The offered ERP Product Vendor must be Jointly and 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 & low end licenses like partners, reports, view only etc. will not be considered.*
- 4) *Definition in Section 2 to be referred for words used in table(s) above.*

5.4.2 Implementation Partner

Each of the Qualifying condition mentioned below for the ERP Product OEM's authorized Implementation Partner and for the offered ERP Product is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
Financial			
1.	Global Annual Financial Turnover	<p>The Implementation Partner must meet ALL criteria stated below for at least 2 years out of the last 3 years:</p> <ol style="list-style-type: none">1. Global Annual turnover of more than INR 2000 Crores per year.2. Global Annual turnover of INR 400 Crores per year from offered ERP product Implementation Business3. The Company should be profit making. <p>Note : -ERP Product Implementation Business is defined as implementation, roll-out, support & functional upgrade work conducted by the bidder including ERP license costs and related Hardware costs, if these are attributable to the turnover of the company.</p>	<p>Audited financial statements for the last three financial years</p> <p>OR</p> <p>Statutory auditor's certificate for the last three financial years</p> <p>OR</p> <p>Self-certification from authorized signatory for the last three financial years. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
<p>Note : -ERP Product Implementation Business is defined as implementation, roll-out, support & functional upgrade work conducted by the bidder including ERP license costs and related Hardware costs, if these are attributable to the turnover of the company.</p>			
2	Indian Annual Financial Turnover	<p>The Implementation Partner must meet ALL criteria stated below for at least 2 years out of the last 3 years:</p> <ol style="list-style-type: none"> 1. Annual turnover from Indian Operations of more than INR 500 Crores per year. 2. Annual turnover of INR 100 Crores per year ERP product Implementation Business. 3. 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>OR</p> <p>Statutory auditor's certificate for the last three financial years</p> <p>OR</p> <p>Self-certification from authorized signatory for the last three financial years. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company</p>
<p>Note : -ERP Product Implementation Business is defined as implementation, roll-out, support & functional upgrade work conducted by the bidder including ERP license costs and related Hardware costs, if these are attributable to the turnover of the company.</p>			
<p><u>Experience</u></p>			
3	Global Implementation Experience	<p>The Implementation Partner must have implemented offered ERP product for at least (1) one implementation having minimum 3000 licenses. OR</p> <p>The Implementation Partner must have implemented offered ERP product for at least (2) two implementations having minimum 1500 licenses each.</p> <p>OR</p>	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
		<p>The Implementation Partner must have implemented offered ERP product for at least (3) three implementations having minimum 1000 licenses each.</p>	<p>Owner, such claims of Bidder shall be rejected</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
4	Implementation of ERP Functions	<p>The Implementation Partner must have implemented each of the following function in any of the two (2) implementations considered together for the offered ERP product :</p> <p>Sales, Marketing & Dispatch, Project Management, Material Management, Production Management, Financial Management & costing, Engineering, Quality& Plant Maintenance.</p>	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
5	Implementation in Engineering & Manufacturing industry	The Implementation Partner must have implemented offered ERP product in at least 1 company in Engineering & Manufacturing sector with atleast 500 licenses.	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
6	Implementation in Engineering, Procurement, Installation & commissioning Sector	The Implementation Partner must have implemented the offered ERP product in at least 1 company in Engineering, Procurement, Installation & commissioning Sector with at least 500 license in each installation.	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
7	Current implementation experience	The Implementation Partner must have implemented offered ERP product for at least 5 (Five) Customers in last 5 years with at least 500 licenses in each implementation.	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>Owner, such claims of Bidder shall be rejected</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
8	Indian Government / Indian PSU experience	The Implementation Partner in the last financial year must have revenue of more than INR 50 Crores from Software business with the Indian Government / Indian PSU.	<p>Audited financial statement for the last financial year.</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
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.	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
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).	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			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>	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
Others			
12	Quality Certifications	<p>The Implementation Partner must have following valid certificates:</p> <ul style="list-style-type: none"> Level 5 SEI CMMi OR ISO 9001:2008 certification 	Provide copy of certificate

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
		<ul style="list-style-type: none"> ISO 27001/27002 certification/ IB clearance 	
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.	Provide self-certificate from company's authorized signatory
17	J&S Responsibility	The Implementation Partner & offered ERP product OEM must be Jointly and 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

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			Implementation Partner 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 & low end licenses like partners, reports, view only etc. will not be considered.*
- 4) *Definition in Section 2 to be referred for words used in table(s) above*

5.5 Evaluation Process

The evaluation for 'ONE-BHEL' project will be a 3-Step process, as elaborated below:

5.5.1 Step 1

Owner shall open the envelope marked as **Tender Document fee & Bid Security/ Earnest Money Deposit (EMD) for M1A1M04216, Dated 4th September 2013 for 'ONE-BHEL' - ERP Project.**

If the contents of the Envelope 1 are as per requirements, the owner shall open the envelope marked as **Pre-Qualification Bid for M1A1M04216, Dated 4th September 2013 for 'ONE-BHEL' – ERP Project.** Each of the Pre-Qualification condition mentioned in the **Section 5.4 Prequalification Criteria** is MANDATORY. In case a Bidder/ERP Product OEM does not meet any one of the conditions, the bidder will be disqualified.

Pursuant to the successful qualification on the Pre-Qualification criteria as mentioned in **Section 5.4 Prequalification Criteria**, the Bidders will be short-listed for the Techno-Commercial Bid evaluation.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone. The Bid Security amount and the Unopened Techno-Commercial and Price Bid will be returned to the respective unsuccessful Bidders after the award of the contract to the successful Bidder.

The bidders qualifying in the Pre-Qualification criteria will be provided the Proof of Concept (POC) document along with the schedule for demonstration of POC. The Bidder would be required to carry out a demonstration of Proof of Concept (POC) of the proposed ERP application to meet the requirement of the Owner, as defined in this RFP document on a no cost no commitment basis. This POC will be on live demo system.

Note: The evaluation team may seek written clarifications from the Bidders on the Pre-Qualification Evaluation Bid / hold discussions with the Bidders during the evaluation process. The primary purpose of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Written clarifications provide the opportunity for the committee to state its requirements clearly and for the Bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical faculties & Programme Management Consultant – M/s. PricewaterhouseCoopers Private Limited (PwC) in the evaluation process.

5.5.2 Step 2

Owner shall open the envelope marked as **Techno-Commercial Bid** of only those Bidders who have successfully qualified Step 1.

The Bidder's Techno-Commercial Bid will be evaluated and a score will be assigned to each Bidder as mentioned in **Annexure #5 Technical Evaluation Methodology.**

The Technical evaluation methodology is based on the following evaluation criteria:

Sl. No.	Evaluation Criteria
1	Functional Requirement Specifications (FRS)
2	Technical Requirement Specifications (TRS)
3	Client Citations
4	Proposed Solution
5	Project Implementation approach & methodologies
6	Proof of concept (POC)

The Bidder should qualify in each of the evaluation criteria (as in **Annexure #5**) and overall score of atleast **80 percentile** to qualify for the next stage of evaluation.

Note: Owner's evaluation team may seek written clarifications from the Bidders / hold discussions with the Bidders on the Technical Bid during the evaluation process. The Bidder must provide the response in the specified time. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Written clarifications, subject to not making changes to the RFP, provide the opportunity for the team to state its requirements clearly and for the Bidder to more clearly state its proposal. Owner's team may seek inputs from their professional and technical faculties & Programme Management Consultant – M/s. PricewaterhouseCoopers Private Limited (PwC) in the evaluation process.

5.5.3 Step 3

All technically qualified bidders (as per Step 2) will have to submit an undertaking for "Acceptance of Technical Evaluation done by the Owner".

Any extension of bid validity as desired by the Owner shall be provided by the technically qualified bidders (as per Step 2).

The technically qualified Bidders (as per Step 2) will participate in the reverse auction/conventional price bid opening process, as the case may be, as per Owner's decision.

In case of Reverse auction, Owner will inform all qualified Bidders about Reverse Auction & the multiplication factor applicable to that bidder in order to arrive at destination cost or Cost to the Owner. The successful bid in the reverse auction will be the one with lowest destination cost or cost to the Owner. Owner reserves the right to negotiate with the lowest bidder.

1. L1 will be arrived based on cost to Owner which will be calculated as below:

Basic Price (ERP Licenses + Engines + 3rd party software + All ATS + Implementation Cost + Training Cost + Manpower Cost for Implementation Partner + Man-power cost for Solution Expert Consulting Services + Post Go-Live Support Cost) = X

Add: Taxes & Duties = Y

Less: Input Credit(s) against Taxes & Duties = Z

TOTAL= X + Y - Z

Thus, L1 is arrived at by cumulating Price PLUS Taxes & Duties MINUS Credits for Taxes & Duties over the Four years of Contract period.

2. Prevailing taxes & duties on the date of completion of milestone will be admitted. However, in case of delay in completion of milestone attributable to the Bidder, the taxes and duties that are reimbursed would be the one that would be applicable on the scheduled Purchase Order delivery date (milestone payment date) or the amount actually paid whichever is less.

5.6 Notification of Award

Owner will notify the successful Bidder in writing by e-mail followed by registered letter or by fax, to be confirmed by the Bidder in writing by email followed by registered letter or by fax.

5.7 Signing of Contract

After the Owner notifies the successful Bidder that its bid has been accepted (through issuance of Purchase Orders), the Bidder shall sign and return back to the Owner duplicate copy of the Purchase Order as an acceptance of the PO within 7 working days along with Security Deposit (SD) & Bank Guarantee (BG). Thereafter, the Owner shall issue the draft contract agreement within 15 days of acceptance of Purchase Order along with submission of SD & BG by the Bidder. The Contract agreement between the Owner & Bidder shall be signed in the next 15 days.

** Bidder shall furnish the details regarding Address, Tax details, Bank details etc. on which Purchase Orders shall be placed.

Bill to party is BHEL Hyderabad. Bidder billing from Andhra Pradesh (AP) can quote with VAT (AP TIN) and those billing from states other than AP can quote with CST (without AP TIN).

Input credit is available for AP VAT.

5.8 Amendments and Variations to Contract

5.8.1 Instructions for Alterations

1. The Owner shall, at its sole discretion, be entitled to instruct any alteration, suspension, cancellation or deletion to the form, scope, specification, quality or quantity of the Work/Project.
2. The Owner shall, at its sole discretion, be entitled to instruct in writing any variation to the scope of Contract without extension of the Contract Period apart from the other terms of the Contract remaining unchanged.
3. Upon issue of such written instructions, the Bidder, while taking up the execution of such instructions (without delay and immediately), shall also submit, within 10 (ten) days to the Owner, additional costs arising out of such instructions, detailing direct manpower requirements.
4. For the avoidance of doubt, no indirect, overhead and/or consequential costs can be claimed as payable by the Bidder.
5. For the purpose of evaluation of tender, cost of 500 man-days envisaged for additional man-power that may be required by the owner to be provided by the Bidder as per **Annexure #18.1** will be reckoned. However, for the purpose of payment, actual utilization

will be the basis. For sake of clarity it is hereby stated that the Total Contract Price shall exclude the cost of additional man-days.

6. Actual payment shall be effected by the Owner based on Section 5.8.1(5) above.

5.8.2 Confirmation of verbal instructions

For the purposes of this section/Article all Instructions contemplated herein should be issued in writing. However, if the Owner considers it necessary to issue an Instruction verbally the Bidder shall immediately comply with such verbal request. Where the Owner confirms a verbal request in writing, either before or after carrying out of the Service, this shall be deemed an Instruction. If the Owner does not confirm such a verbal request in writing within seven (7) days then the Bidder shall so confirm within a period of seven (7) further days and shall obtain the Owner's written agreement which shall be deemed an Instruction. No claims shall be made by Bidder & entertained by Owner if the Owner does not confirm in writing such approval within above 7(seven) days.

5.8.3 Amendment/Variations

1. Once the effect of an Instruction or series of Instructions has been evaluated and agreed then they shall be summarized and issued in an Amendment/ Variation to Contract document delineating full details of the Value and effect on the Contract duration if any.
2. Amendments/Variations to Contract agreed by both parties in accordance with this section shall be the only valid manner of amending the Scope of Services and/or any other document or provision of the Contract, if any. For the avoidance of doubt, nothing contained in this section shall confer upon the Bidder, a right to initiate an Amendment/Variation to the Contract/Work.

5.8.4 Valuation of the Work

Based on the work content the man-day required will be estimated and mutually agreed. The cost of such extra man-days shall be paid extra over and above the contract value.

5.9 Order of Precedence

5.9.1 Pre-Award Stage

In the event of a conflict and/or contradiction of the terms contained herein, this RFP and terms and conditions along with its Annexures, Amendments (if any), Bidder's Clarifications (if any) and any other document/s in writing by the Owner shall prevail.

Notwithstanding that for the above purposes, in the event there arises a contradiction between the RFP terms and its annexures, the RFP shall always prevail.

5.9.2 Post Award Stage

Upon successful signing of the Contract arising out of the present RFP/ Tender No. **M1A1M04216, Dated 4th September 2013** between the Parties, the Contract entered into between the Owner and the Successful Bidder/s along with its Annexures and Schedules (if any) shall prevail and supersede all communications previously executed and shall constitute the supreme governing document of this Project at all times.

Notwithstanding that in the event of contradiction between the Contract and its Annexures/Schedules etc. (if any), the Contract document shall forever prevail.

6 Roles & Responsibilities

A clear definition of the roles and responsibilities of all the stakeholders in a project establishes transparency, accountability, manageability and efficiency in the project. The sections following summarize the roles and responsibilities of relevant stakeholders.

6.1 Responsibilities of the Owner

As owner of the Project, the role of the Owner in the successful implementation of project includes discharging the following responsibilities:

1. Mobilize appropriate personnel from the Owner and constituent organizations (other than those by bidder which forms part of bidder's own obligations) in the project team. Provided hereinafter that the tangible requirements and timelines of such mobilisations shall be given by the Bidder adequately and with sufficient time prior to its intended utilization.
2. Facilitate the training programs (preferably at Owner's premises) when conducted in the Owner's premises by the bidder and other agencies to the extent of providing the venue for training, projection/viewing of training material. For the avoidance of doubt, the entire training material with distribution to all participants in hard copy and soft copy, travel costs, local logistics, boarding and lodging/ accommodation costs of the Bidder shall be borne by the Bidder. If training venues are organised at other than Owner's premises, the bidder shall make and bear all costs for successfully imparting training except logistics, boarding and lodging costs which would be borne by the Owner. However, the bidder shall facilitate all logistic, boarding and lodging arrangements.
3. Issuing of, circulars, instructions, etc., to intimate relevant changes to existing roles and responsibilities of employees, to the extent of their relevance and applicability to the Bidder/vendor (in the opinion of the Owner), and the general adaptation to approved reengineered processes, provided adequate and qualitative works are ensured by the Bidder through trained personnel to suit the specific requirements of the 'ONE-BHEL' Integrated solution and Owner's employees in order to ensure comprehension of new processes of Owner's personnel. For the avoidance of doubt, the duty to ensure suitable comprehension of such reengineered processes shall be that of the Bidder and the above obligation of the Owner shall take effect only upon fulfilment of the Bidder's obligation to this effect as more particularly described in Section 7 & Section 8 hereunder.
4. In order to facilitate the smooth functioning and able administration of the initiative, the Owner shall on a reasonable effort basis, as far as practicable provide support for the infrastructure and material inputs required from the Owner (directly required under the project/initiative). Provided hereinafter that all such inputs for the purposes of the above obligation shall be tangible and specific inputs, in the opinion of the Owner, forming part of the Owner's practices and records, apart from the Owner's prior written acceptance in providing such inputs. Provided further that the above obligation is subject to the exclusions and/or exceptions of force majeure as defined in Section 11.9 and further is requisitioned in a manner allowing a notice of at least 10 weeks in advance of its intended utilization to the Owner. For the avoidance of doubt such notification of required inputs shall always be addressed to the Owner in writing in a manner where there is no qualitative and quantitative ambiguity in the nature of inputs.

5. In order to facilitate the smooth functioning and execution of the project the Owner shall as far as practicable provide all necessary approvals, reviews as may be applicable on a reasonable effort basis as expeditiously as possible. Provided hereinafter that the documents/subject matter on which such approvals/reviews are sought shall be accurate, unambiguous and qualitatively satisfactory in the opinion of the Owner. Provided further that for the purposes of the above obligation, the Bidder shall ensure that such reviews & approvals are sought at least 21 working days prior to its intended utilization so as to allow the Owner adequate time to complete protocols in connection therewith. Nothing contained in this section shall apply in the event of Force Majeure as defined under Section 11.9 and to oral requisitions.
6. For the purposes of the above mentioned clauses, any grievances/complaints/delay claims by the Bidder, which, in the opinion of the Owner are just, reasonable and warrant for a resolution shall be dealt with and addressed by the Owner in the periodic meetings.
7. Owner will have an agenda point of 'ONE-BHEL' ERP implementation progress in its Management Committee meeting held once in a month.
8. Owner's change management team will work in tandem with ERP Product OEM's Change Manager and Bidder's change management team for conducting change management programs/workshops across the Owner's organization.
9. Owner will provide the following facilities to the successful bidder: Office seating space (Central location), Network connectivity, Internet, PCs for Project Team.
10. The decision of the Owner shall always be final and binding.

6.2 Responsibilities of Programme Management Consultant – M/s. PricewaterhouseCoopers Private Limited (PwC)

The Owner has appointed PwC to provide Project Management Services, who shall work with the bidder for management of the project.

PwC would act on behalf of the Owner and be responsible for its acts and omissions at all times. PwC would seamlessly integrate and coexist with the ERP product OEM, Implementation Partner and other agencies. PwC, ERP product OEM and the Implementation Partner shall be either jointly and severally responsible for performance of the Integrated Solution.

Following details the responsibilities of PwC, inter alia, including but not limited to:

- Provide continuity (from the concept stage) during implementation
- Provide support to the Owner and its field units in their discussions with Bidder
- Provide guidance and clarifications to the successful partner (e.g. FRS)
- Periodic review of project plans and progress
- Provide support to the Owner and the Bidder in the change management initiatives and training programs.
- Review data migration plans and their implementation.
- Review the documentation provided by the Bidder and ensure its conformance to standards.

7 Obligations of ERP Product OEM

7.1 Business process standardization and harmonization

ERP Product OEM shall deploy senior business consultants (ref. section 7.6) along with the Implementation Partner project team to drive the overall business process standardization. Owner has units having various processes running, ERP Product OEM should be able to recommend the Owner on how to standardize and harmonize the business processes based on standard and global best practices available in their ERP solution. As part of these services provided by the ERP Product OEM, Owner expects ERP Product OEM to focus in following areas during ERP project implementation.

- Assist in identifying potential area for standardization of business processes in the functional areas covered as scope of this implementation
- Assist the Owner in preparing necessary templates and strategy for standardization and governance mechanism for sustaining the standardization process
- Assist the Owner is identifying potential areas for optimization (continuous improvement) of ERP Software solution.
- Assist the Owner in forming a systems group, for executing and maintaining the standardization program.
- Assist the Owner in formulating Master & Cut-Over data migration strategy.

7.2 ~~Supply of ERP Software & Licenses Section Deleted~~

~~The ERP Product OEM will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code and support the Bidder for installing the same. The licenses shall be supplied by the ERP Product OEM only on the basis of written requisition of the Owner. The ERP Product OEM shall provide the licenses to the Owner within 4 weeks of requisition by the Owner. In case of delay in supply of licenses the payment is liable for deduction @0.5% of the total contract price for delay of each week or part thereof (refer Annexure #22).~~

~~The ERP Product OEM shall carefully consider the functional scope of work and support the Bidder in providing a solution (base ERP software/ industry and/ or functional solutions) that best meet the Owner's requirements. The Owner is a complex organization conducting manufacturing of diverse engineering products, undertaking turnkey projects in a variety of sectors and has a strong focus on outsourcing as well as transportation. Looking forward, the Owner expects the "ONE BHEL Solution" to be the source of providing business intelligence to aid in strategic decisions. Considering the scope set in this RFP, the ERP Product OEM & bidder shall carefully consider the solutions proposed and explicitly mention the same in the Technical bid.~~

~~The Owner has identified the indicative type of users & numbers and their system usage profiles of ERP users as follows:~~

- ~~• **Transaction Users:** A Transaction user has the profile of a data entry user & batch processing user and including full functionality of Medium Users.~~
- ~~• **Medium Users:** For Reporting/querying and Workflow/Approvals having role based access through portal. Reports viewing / querying should be cutting across Functions/Modules, add-on modules and Third party software~~
- ~~• **Business Partners:** For access to Business Partners such as Vendors, Customers, etc. for input/output of information through web-based, mobile Portals.~~

Following is the proposed tentative License Buying Schedule based on the proposed Implementation schedule as mentioned in **Section 3.3 Implementation Plan**; which could vary depending upon the owner without any price implications.

The table below gives the requirement of Licenses in case of a non-SAP ERP product.

License requirement by Phases	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
Transaction Users	300 (50 Users out of these will be used for Development)	3025 (25 Users out of these will be used for Development)	4000	2675	4000	8000
Medium Users	-	-	4000	800	4000	2800
Business Partners	-	-	5000	5000	5000	15000

The table below gives the requirement of Licenses in case of a SAP ERP product.

License requirement by Phases	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
Transaction Users	300 (50 Users out of these will be used for Development)	2050 (25 Users out of these will be used for Development)	4000	1525	4000	5875

Medium Users	-	-	4000	800	4000	2800
Business Partners	-	-	5000	5000	5000	15000

The above license procurement schedule is tentative and the Owner reserves the right of procuring the licenses as per the actual project progress.

No payment shall be due on the Owner without receipt of licenses, based on Owner's written requisition, at any stage.

In case of SAP-ERP as the offered ERP product:

- ERP product OEM shall upgrade the existing SAP licenses, if required, for meeting functional & technical requirements of 'ONE-BHEL'.
- Owner's **existing SAP-ERP licenses (2129 nos.)** to be factored at **Actual Start of Phase-I Final Preparation Phase (975 nos.)** and at **Actual Start of Phase-III Final Preparation Phase (1154 nos.)**.

Owner will award the contract for purchase of ERP licenses directly to the ERP product OEM. The validity of the negotiated Licenses price(s), covering Transaction Users, Medium Users & Business Partners & all add-on engines should be for a minimum period of 5 (five) years from the date of signing the First License buying agreement.

The offered optimal integrated solution shall satisfy all requirements as specified in Functional and Technical requirements of the Owner as specified in **Annexure #1 Functional Requirement Specification & Annexure #2 Technical Requirement Specification** of this bid document.

The ERP Product OEM shall supply:

- Core ERP software & licenses (Latest version).
- Advanced/Additional modules & related components software & Licenses (Latest version).
- Tools, accessories, documentation and provide a list of the same. Tools and accessories shall be part of the offered solution.
- Latest supported version of Database Software to support the Integrated Solution and any other software, tools and Bolt-on/Add-on application.
- Product Documentation: Two sets of Product Documentation in hard copy and one soft copy to be supplied along with licenses and shall include but not limited to following:
 - Technical manuals
 - Installation guides
 - User manuals
 - System administrator manuals
 - Toolkit guides and Troubleshooting guides

All the above documents mentioned or any other standard documentation for the product should be included in the cost of the license. All the tools, accessories, software and media supplied under the contract shall be original copies and warranted against damages or not working, for 90 days from the date of installation and will be replaced without any cost to the Owner.

Add-on Modules and related engines should have sufficient provision to meet the functionality & business requirement keeping the ERP user licenses as mentioned above.

The Bidder should quote the ERP Licenses (inclusive of Add-on engines) price as per **Annexure #17**.

Owner shall have exchange or swap rights for the ERP licenses and add-ons, permitting the future trade-in of unused licenses or add-ons in exchange for more usable licenses or add-ons of the same value.

The Bidder shall make provision for creation of End User License agreement (EULA) between Owner & ERP Product OEM and Owner shall make the payments to the ERP Product OEM based on the invoices raised by Bidder's ERP Product OEM.

**ERP licenses (Transaction & Medium users) should be interchangeable to allow all users to use all the modules of the ERP (Finance, Materials Management, Inventory, Maintenance, Project Management, HR and DMS). A letter should be provided by the ERP Product OEM confirming this.

7.3 Annual Technical Support (ATS) Section Deleted

The ERP Product OEM shall provide support, maintenance & upgrades for all the software products versions (ERP Licenses & all Add-on engines) supplied as per section 7.2 above for a period of 7 (seven) years from the date of First Licensing agreement.

The ATS cost shall be quoted as per **Annexure #17(#17.1 for SAP Bids OR #17.2 for non-SAP Bids)** and shall be valid for **7 (seven) years** from the date of First Licensing agreement. The payments for ATS shall be done progressively as per the licenses being acquired by the Owner.

Owner will take ATS for ERP licenses & Add-ons directly from the ERP product OEM. The Bidder shall make provision for the Owner to make the payments for ATS directly to the ERP Product OEM based on the invoices raised by Bidder's ERP Product OEM

Following is covered under ATS:

- Provide free upgrades, updates & patches of the products to Owner as and when released by ERP Product OEM & Database Vendor.
 - Technical upgrade of the installation to the new version, when required by Owner.
 - Unlimited Support through telephone / Fax / E-mail / Video Conferencing /Installation visit as required.
 - Quarterly visit to Owner's ERP installations.
-
- ATS payment will be started at the Start of the Realization Phase (for the licenses acquired at start of realization phase) and subsequently after each 12 months period.
 - The payments for ATS for subsequent licenses shall be done progressively as per the licenses being acquired by the Owner.
 - For every stage, for those licenses which have not completed 12 months from its procurement date, ATS will be on proportionate basis.
 - In case of SAP-ERP as the offered ERP product (refer section 7.2), the ATS payment for Owner's existing SAP licenses shall be due from the date of incorporation of such licenses and shall be payable along with the scheduled ATS payments.
 - For evaluation, the ATS cost till end of Post Go-Live support phase shall be quoted by the Bidders in **Annexure #17(#17.1 for SAP Bids OR #17.2)**.

7.4 Program Management Office

Owner's experience in ERP implementation indicates that strong project governance is critical to timely and successful completion of the project. ERP Product OEM's participation in the Program Management Office in the following areas is mandatory:

a) Program Manager

The program manager from the ERP Product OEM need to have a deep understanding of offered ERP product and Solution, identify the top issues, and drives the resolution process. Owner expects the ERP Product OEM Program Manager shall work towards a timely delivery of the ordered activities in accord with the terms as set forth.

The Program Manager should focus in these areas during ERP project implementation:

- Identifying potential area for performance improvement of the core business processes, technical stability of the ERP solution, data consistency and stable operation of critical interfaces and operations readiness.
- Identifying potential areas for optimization (continuous improvement) of ERP Software solution.
- Coordinating the maintenance support process for ERP solutions.
- Implementation of recommended actions (including providing reports on support related topics) resulting from ERP's deliverables hereunder as well as any other ERP support services.
- Provide guidance to support team on the use of ERP tools, if required.
- Work with project team in sharing relevant best practices with End User Team.

The services should also include the following:

- Project Review and Monitoring
- Monitor Project Progress
- Drive Quality Review Process
- Participate in Project Steering Committee meeting
- Escalations to steering committee
- Oversee Change Management

b) Organization Change Manager

Based on the overall size of the project, ERP Product OEM shall deploy one senior Change Management Consultant, who will define and drive the Change Management strategy across the Owner's organization, seamlessly aligned with the implementation methodology. The Change Manager from ERP Product OEM shall conduct the assessment, recommend strategy for Change Management, align the change management program with the implementation methodology and coach change agents of Owner on how to drive change across all units.

The key deliverables are:

- Getting the sponsoring leaders to align on the benefits, goals, metrics and accountabilities
- Getting business unit managers to own the success of the implementation and to drive the realization of benefits
- Preparing, training, and supporting the end users who will be using the system regularly to input data and conduct business transactions.

Detailed Organization Change Management scope for 'ONE-BHEL' ERP project is mentioned in **section 8.6**.

c) **Training Manager**

Owner believes that proper training and knowledge transfer to the project team and end users is the key to successful implementation. Proper training will not only help in mitigating the risk of business disruption or issues after going live, it will also help the Owner in understanding the product much better and contribute significantly during the design phase of the project. Hence, Owner expects the overall training program to be designed and managed by the ERP Product OEM, so that Owner can take full advantage of the features and functionalities available in the product.

It will be training manager's responsibility to perform following activities for ensuring effective training of all stakeholders in BHEL:

- Prepare Training strategy and learning roadmap for the Owner
- Define a detailed training program required for successful knowledge transfer
- Advise on what kind of training platform will be best suitable to address the training needs of all users across all locations
- Conduct readiness review at the completion of each phase and make recommendations on gaps
- Train the training manager / training agents on how to conduct effective training at their respective location

7.5 Solution Quality Review Services

Quality Review Process will be an integral part of the Project implementation and will focus on the deliverables and not on the methodology that is being followed for the implementation. It is critical that regular quality checks be performed throughout each phase, as tasks are completed. All issues regarding scope, project environment, and initial technical setup must be addressed. This Quality Review Process shall be carried out by the ERP Product OEM. Owner will forward an agenda and a time schedule for the review in advance keeping in view the on-going project activities.

The Quality Review Service is to be carried out from Owner's Central Project Implementation Site.

Following Quality Review Program services are required to be provided by the ERP Product OEM to minimize project risk through periodic reviews of the project and to ensure successful implementation of the project. The review shall be carried out for each of the phases so as to cover entirely all implementation activities across all regions and entities of the Owner. The Review is expected to provide an independent and objective view of the implementation project, identify any risks to the project goals and recommend appropriate corrective action. The review report from ERP Product OEM will be submitted to the Owner as well.

The review will take place in all the defined milestones of the project implementation depending on the need, deliverables and project timelines.

Owner will only consider the phase / milestone as completed after the review and recommendations from the audit team of ERP Product OEM is submitted to the Owner. It will be the responsibility of bidder to make the necessary changes as per the recommendations of ERP Product OEM.

These are the types of Review that are required to be carried out by the ERP Product OEM:

7.5.1 Project Review

Project Review will take place at the end of each phase of implementation. Project review should cover project management, implementation road map, key deliverables of the phase, and critical success factors. This is required at the end of each major milestone defined in the project.

Audit Team of ERP Product OEM will visit the central project site as an independent and objective auditor to assess its status and the progress of all activities. The reviewer identifies potential risks to the project goals and recommends corrective action. It will be the responsibility of bidder to make the necessary changes as per the recommendations of ERP Product OEM. Owner will only consider the phase / milestone as completed after the review and recommendations from ERP Product OEM is submitted to the Owner and after the Bidder has ensured the corrective measures are implemented.

7.5.2 Business Blueprint Review

The solution review should cover the application design and business process parameters. The objective of this exercise is to review the business blueprint / model proposed / gaps identified in ERP system. The review team should make suitable recommendations towards use of ERP functionalities and features and shares the practices followed in other similar implementations. The ERP Product OEM should carry out solution review at the end of critical phases in the project. This review should be conducted in the functional area (functional modules) identified and across these modules for the purpose of integration.

Audit Team of ERP Product OEM will visit the central project site as an independent and objective auditor to assess its status and the progress of all activities. The reviewer identifies potential risks to the project goals and recommends corrective action. It will be the responsibility of bidder to make the necessary changes as per the recommendations of ERP Product OEM. Owner will only consider the phase / milestone as completed after the review and recommendations from ERP Product OEM is submitted to the Owner and after the Bidder has ensured the corrective measures are implemented.

7.5.3 Technical Review

Technical Review will be an analysis of the technical implementation components and operational procedures, such as security, backup, performance management, printing, and desktop operations. This review will typically be scheduled two to three times during the course of implementation. The technical review will also include a go-live health check review just before the Go Live event. This will be a comprehensive review of technical preparedness of the system to go-live.

Audit Team of ERP Product OEM will visit the central project site as an independent and objective auditor to assess its status and the progress of all activities. The reviewer identifies potential risks to the project goals and recommends corrective action. It will be the responsibility of bidder to make the necessary changes as per the recommendations of ERP Product OEM. Owner will only consider the phase / milestone as completed after the review and recommendations from ERP Product OEM is submitted to the Owner and after the Bidder has ensured the corrective measures are implemented.

7.5.4 Development Review

Development Review will help determine whether the design and implementation adheres to proven standards such as upward compatibility where custom developments or enhancements to the ERP systems are planned. The scope of this review will be to study programs and applications that have been developed explicitly for the Owner. The feedback provided will mainly deal with ways and means of optimizing the custom developments to achieve better performance.

Audit Team of ERP Product OEM will visit the central project site as an independent and objective auditor to assess its status and the progress of all activities. The reviewer identifies potential risks to the project goals and recommends corrective action. It will be the responsibility of bidder to make the necessary changes as per the recommendations of ERP Product OEM. Owner will only consider the phase / milestone as completed after the review and recommendations from ERP Product OEM is submitted to the Owner after the Bidder has ensured the corrective measures are implemented.

7.5.5 Final Implementation Review

At the end of the phase-III roll-out, Final Implementation Audit shall be carried out by the ERP Product OEM's independent audit team.

7.5.6 Schedule of Solution Quality Review Services

Audit	Minimum Effort
Project Review	1 man-day for each phase review
Business Blueprint Review	3 man-days per Functional module
Technical Review	2 man-days
Development Review	3 man-days per Functional module
Final Implementation Review	3 man-days per Functional module

7.5.7 Hardware/ Infrastructure Sizing

ERP Product OEM shall review the hardware sizing estimate for Primary Site, Business Continuity Site and Remote Disaster Recovery Site prepared by the Implementation Partner. Such review shall necessarily factor optimal re-use of Owner's existing hardware inventory.

The sizing estimates must consider all aspects of sizing such as server configuration, storage, network, type of platform, number and type of users, the Owner's expected service levels, desired response time etc. The Owner also expects that the sizing estimate is backed up by appropriate testing undertaken by ERP Product OEM in its solution Centres to validate the sizing estimate.

ERP Product OEM shall also review and vet the successful bidder's recommendations on Bandwidth requirements at all the Owner locations from where the 'ONE-BHEL' Solution will be accessed.

All such bidder recommendations have to be explicit and duly vetted at competent levels in ERP Product OEM organization and submitted to the Owner at appropriate juncture.

7.5.8 Solution landscape Review

ERP Product OEM shall mandatorily review the entire Solution landscape for meeting 'ONE-BHEL' objectives. All such recommendations have to be explicit and duly vetted at competent levels in ERP Product OEM's organization and submitted to the Owner at appropriate juncture.

7.5.9 Pre Go-Live Health check

ERP Product OEM shall mandatorily review & vet Go-live health check before the Go-Live event. This will be a comprehensive review of technical preparedness of the system to go-live.

Corrective measures should be implemented by the Implementation Partner under technical supervision of ERP Product OEM subsequently and duly verified by the Owner's Project Manager on receipt of jointly signed statement.

7.6 Team Profile & Deployment

7.6.1 Team Profile

The Bidder should deploy on-site team of resources from ERP Product OEM, specialized & experienced in Implementations of offered ERP product to ensure successful and timely completion of the project. All resources deployed at any stage of the project should be mandatorily certified for the relevant function/technical module of offered ERP product. Overall experience in years is for Professional experience and all ERP projects related experience referred below shall be for the offered ERP product.

- a) **Program Manager:** Minimum 25 years of experience, including ERP Program Management experience of minimum 3 Projects and implementation experience in minimum 3 ERP implementation lifecycles (end to end and more than 6 months) which includes at least 1 implementation experience in the Engineering, Procurement and Construction (EPC) industry or heavy equipment engineering & manufacturing sector in India. PMP/PRINCE2 certification is mandatory.
- b) **Organization Change Manager:** Minimum 15 years of professional experience including experience of conducting change management workshops, developing change management strategy. The person should have led the change management track in at least 2 ERP implementation lifecycles.
- c) **Training Manager:** Minimum 10 years of experience in Learning & Development domain across Information Technology. His/Her experience should include leading training function for offered ERP Product Software implementation and support projects, implementing effective training frameworks and processes at CMM level 5 and also as an internal trainer for various programming languages and soft skills. Should have extensive experience in talent management which includes requirement gathering, understanding skill levels for various resources, identifying the right resources and filling knowledge gaps by organizing targeted trainings.
- d) **Functional Leads:** Minimum 15 years of professional experience including Functional Lead experience of minimum 2 ERP implementation projects (end to end and more than 6 months), implementation experience of minimum 3 ERP implementation lifecycles (end to end and more than 6 months) which includes at least 1 India localization experience in the relevant modules. The experience should include minimum 1 ERP project implementation in the Engineering, Procurement and Construction (EPC) industry or heavy equipment engineering & manufacturing sector in India.
- e) **Technical Leads:** Minimum 10 years of experience in the technical domain including Technical Lead experience of minimum 2 ERP implementation projects (end to end and more than 6 months), implementation experience of minimum 3 ERP implementation cycle experience (end to end and more than 6 months). Development Lead should have expertise in development work. System administration lead should have expertise in system administration work.

7.6.2 Minimum Resource Deployment

The bidder shall deploy full time, onsite human resources from ERP Product OEM across the functional and technical areas, as specified in the below table, for the mentioned phases of the project.

At no point in time, ERP Product OEM's number of resources shall fall below the minimum numbers as specified below, apart from its concurrent availability at all times, otherwise penalty as mentioned in **Annexure #22 Penalty** would be levied on the bidder.

Resource Profile	Phase	Minimum resources required (Nos.)	Remarks
Program Manager	From Planning to end of Sustenance support of Phase-III locations roll-out.	1 person	For Program Management
Functional Lead(s)	From Planning till end of Realization Phase.	1 person for each of the following Functional module: <ol style="list-style-type: none"> 1. Planning & Development 2. Finance & Accounts 3. Erection & Commissioning, Project Management 4. Materials Management & Imports 5. Manufacturing 6. Quality 7. Engineering & Technology 8. Commercial. Marketing & Exports 9. Maintenance. 	For Business process standardization and harmonization.
Technical Lead	From start of Realization phase till the end of Sustenance support of Phase-III locations roll-out.	1 person	BI (Business Intelligence) Lead.
Organization Change Manager	From Planning to end of Sustenance support of Phase-III locations roll-out.	1 person	
Training Manager	From Planning till Phase-I Final Preparation completion.	1 person	

7.7 Solution Expert Consulting Services

The ERP Product OEM is required to provide Solution Expert Consulting Services for this project. It is expected that the ERP Product OEM will provide dedicated solution experts with extensive experience who will be available on Owner's project site(s) on Owner's requisition to ensure that the Owner's business requirements are mapped on to solution to the maximum possible extent. This requirement

is over and above the minimum resources required from the ERP product OEM as specified in **section 7.6.2**.

As part of Solution Expert Consulting Services the ERP Product OEM should appropriately support the Owner by providing Expert Consultants (Domain, Functional & Technical) at appropriate junctures addressing bottlenecks in the solution. The Expert Consulting will primarily be used for, but not limited to, consulting assistance for issue resolution in design and configuration phases. ERP Product OEM is expected to provide at least **500 man-days** of expert consulting to ensure support to BHEL during the implementation and transition phase. Such services through expert resources shall be provided on Owner's requisition only and the payments shall be made as per actual no. of expert consulting mandays consumed by the Owner.

The profile of ERP product OEM's expert consulting resources should atleast be of the profile of Functional/Technical Leads as specified in **section 7.6.1(d) and 7.6.1(e)**.

The cost for Solution Expert Consulting Services should be quoted as per **Annexure #18 (18.2)**.

7.8 Setting up of Certified Competency Centre / Centre of Excellence

The Owner intends to build its own Certified Competency Centre / Centre of Excellence (CoE) comprising of its own manpower resources, in order to retain and build in-house Knowledge base. Using ERP Product OEM's methodologies for the same, the ERP product OEM shall assist the Bidder to establish the Certified Competency Centre / Centre of Excellence for the entire 'ONE-BHEL' solution landscape and should incorporate necessary steps for this in the Project Plan. The Certified Competency Centre / Centre of Excellence will support the live system, provide enhancements and developments, act as a knowledge Centre on best practices, evaluate future technologies, tools, & bolt-on applications. The established Centre of Excellence must be certified by the ERP product OEM.

ERP product OEM shall assist the Bidder in preparing and providing detailed plan for establishing the Certified Competency Centre / Centre of Excellence and also help in creating its organization structure during and post implementation. This plan has to be mutually agreed between the Owner and Bidder.

8 Obligations of Implementation Partner

This section outlines the responsibilities of the Implementation Partner during the entire project duration from project launch to project post-implementation support. The key responsibilities are:

8.1 Program Management Office

8.1.1 Project Management Structure

The Project Management Structure for this engagement consists of the following stakeholder groups:

- **Steering Committee consisting of the Owner's top management, ERP Practice Head from the Implementation partner, ERP Practice Head from ERP Product OEM organization and ERP Practice Head from PwC.** The Steering committee would do monthly review of the project progress.
- Project Management Office, consisting of a Program Manager & Project Manager from the Owner, Program Manager from ERP Product OEM organization, Change Manager from ERP

- Product OEM organization, Training Manager from ERP Product OEM organization, Project manager from the Implementation Partner and Project Manager from PwC.
- Core Group, consisting of functional experts, technical experts and infrastructural experts provided by the Bidder & ERP Product OEM, technical resources (IT) and functional resources (core and business users) from the Owner.
- Non-Core Group consisting of the end users/power users in the Owner, and the Helpdesk team (resources from both the Owner and bidder).

8.2 Team Profile & Deployment

8.2.1 Team Profile

The Bidder should deploy a team specialized, experienced in Implementations of offered ERP product to ensure successful and timely completion of the project. All resources other than Consultant level resources (d & f below) deployed at any stage of the project should be mandatorily certified for the relevant function/technical module of offered ERP product. Minimum 50% of the resources of Consultant level profile (d & f below) deployed at any stage of the project should be mandatorily certified for the relevant function/technical module of offered ERP product. All the mandatory experience requirements mentioned in profiles below are w.r.t. the offered ERP Product. The key personnel in the team must have the following minimum qualifications and work experience:

- Project Manager:** Minimum 20 years of experience, including ERP Project Management experience of minimum 2 Projects and implementation experience in minimum 3 ERP implementation lifecycles (end to end and more than 6 months) which includes at least 1 implementation experience in the Engineering, Procurement and Construction (EPC) industry or heavy equipment engineering & manufacturing sector in India. PMP/PRINCE2 certification is mandatory.
- Function Integration Consultant:** Minimum 15 years of experience, including ERP Project Implementation experience of minimum 3 Projects (end to end and more than 6 months) which includes at least 1 implementation experience in a metals / process industry in India. Understands different modules of ERP and effect of change in parameters in one module how the same will affect the system. Should be in-charge of all the integration issues during implementation.
- Functional Leads:** Minimum 15 years of professional experience including Functional Lead experience of minimum 2 ERP implementation projects (end to end and more than 6 months), implementation experience of minimum 3 ERP implementation lifecycles (end to end and more than 6 months) which includes at least 1 India localization experience in the relevant modules. The experience should include minimum 1 ERP project implementation in the Engineering, Procurement and Construction (EPC) industry or heavy equipment engineering & manufacturing sector in India.
- Functional Consultants:** Minimum 10 years of professional experience including 2 years of experience in ERP implementation including minimum 2 ERP implementation lifecycles (end to end and more than 6 months) which include at least 1 India localization experience in the relevant modules. The experience should include a minimum of one ERP project implementation in the Engineering, Procurement and Construction (EPC) industry or heavy equipment engineering & manufacturing sector in India.
- Technical Leads:** Minimum 10 years of experience in the technical domain including Technical Lead experience of minimum 2 ERP implementation projects (end to end and more than 6

months), implementation experience of minimum 3 ERP implementation cycle experience (end to end and more than 6 months). Development Lead should have done relevant development work. System administration lead should have done relevant system administration work.

- f) **Technical Consultants:** Minimum 5 years of professional experience including 2 years of experience in ERP technical domain including minimum 2 ERP implementation lifecycle experience (end to end and more than 6 months) on different modules, implementing interfaces to legacy applications, report customization, system architecting, Database management, etc.

8.2.2 Minimum Resource Deployment

The bidder shall deploy a full-time, on-site dedicated team for the ERP implementation project at the Owner's project site. During the implementation stage i.e. till the last go-live date, the full team needs to be deployed on-site i.e. at the Owner's premises. The Owner would not permit any offshore / on-site mix in the deployment. The bidder should deploy adequate resources for required duration on site at the Owner as well as any other site / unit / location as may be necessary during any stage of the project.

The bidder shall deploy concurrent resources, comprising of members specified & approved by owner, to ensure concurrent execution to meet overall contract period plan & detailed plan.

The bidder shall deploy the minimum resources for Project Management, Functional and Technical areas, as specified in the below tables, during the entire duration of the project. At no point in time, number of resources fall below the minimum numbers as specified below otherwise penalty as mentioned in **Annexure #22** Penalty would be levied on the bidder.

Project Management Team (From Planning to end of Sustenance support of Phase-III locations roll-out)	
Project Manager	1
Functional Integration Consultant	1

ERP Functional Area	Lead (From Planning to end of Sustenance support of Phase-III locations roll-out)	Consultant (From Planning to end of Sustenance support of Phase-III locations roll-out)	Consultant (Additional requirement from planning to end of Sustenance support of Phase-I locations roll out)

Manufacturing	1	1	2
Engineering & Technology	1	1	2
Commercial, Contract, Marketing & Exports	1	1	1
Erection / Construction, Project Management, Commissioning & Technical Services	1	1	2
Materials Management, Imports	2	1	2
Quality	1	1	1
Finance & Accounts incl. Costing	2	1	2
Maintenance Services	1	1	1
Planning & Development (incl. Central Planning & LRP)	1	1	1
Human Resource Management	1	1	
Total	12	10	14

The minimum Technical resources required are as follows:

ERP Technical Area	Lead	Consultant
	(From Planning to end of Sustenance support of Phase-III locations roll-out)	(From Planning to end of Sustenance support of Phase-III locations roll-out)

Master Data & Governance	1	3
Workflow	1	2
System Administrators	1	2
Developers	1	2
Developers (Interface)	1	3
Management Reporting (BI)	1	3 (Out of the three 1 should be an administrator)
Total	6	15

The team for each of the areas mentioned above would be looked in totality and the Owner reserves the right to request for a change if the owner is not satisfied with the capability of the resource proposed for the function & any time post-approval due to capability & or performance limitations decided by the owner. The bidder shall promptly provide substitute for same of similar or higher experience, qualification & capability where CV shall bear prior written approval if owner.

The bidder shall at no additional cost, augment its resources to recover implementation gaps & delays.

Other than the ERP Functional & Technical areas as covered above, the Bidder shall deploy adequate quality and number of resources required for implementing add-on modules & 3rd party / bolt-on solutions as planned and proposed in Bidder's response to this RFP (apart from the above mentioned minimum resources). The schedule of such deployment shall be indicated in advance to the Owner by the successful Bidder.

The bidder is requested to provide a phase-wise manpower deployment plan (pre go-live & till the last go-live) as part of their response to this bid document maintaining the minimum number of resources as specified above. Such manpower deployment plan is subject to owner's acceptance.

8.3 Steering Committee meetings

The Bidder shall participate in monthly Steering Committee meetings (prior to Owner's internal review meeting as ref. in section 6.1) and update the Owner's team on Project progress, Risk parameters (if any), Resource requirements, immediate next project steps, and any obstacles in project. The Steering committee meeting will be a forum for seeking and getting approval for project decisions. All relevant records of proceedings of Steering Committee should be maintained and shared with the Steering

Committee and Project Management Office. Other than the planned meetings, in exceptional cases, Owner may call for Steering Committee meeting with prior notice to the Bidder.

8.4 Project Monitoring and Reporting

The bidder should provide written progress reports at regular intervals, which have been defined below.

Weekly: The Bidder shall submit to Owner a written progress report every week. The Bidder shall also report exceptions and issues that require action.

Monthly: The Bidder shall attend monthly project execution committee meetings that shall be held at Owner's premises. The date and time of the meeting shall be decided mutually between the parties. The Bidder shall to provide a written report on the following:

- Progress against the Project Management Plan
- Status of all risks and issues
- Status of testing

Ad-hoc: Other than the planned meetings, in exceptional cases, Owner may call for Project execution Committee meeting with prior notice to the Bidder.

The formats and contents of the weekly and monthly progress reports will be finalized at the start of the project preparation phase with the program office.

The owner reserves the right to ask the bidder for the project review reports other than the standard weekly review reports.

8.5 Risk and Issue management

The Bidder shall develop a Risk Management Plan and shall identify, analyse and evaluate the project risks, and shall develop cost effective strategies and action plans to mitigate those risks.

The bidder shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with the Owner's program management office.

The Bidder shall monitor report and update the project risk profile. The risks should be discussed and a mitigation plan be identified during the project review meetings with the program office.

The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

8.6 Organization Change Management

For Organization Change Management, the bidder (**led by ERP Product OEM's Organization Change Manager**) shall focus on building awareness in the Owner employees on benefits of 'ONE-BHEL' project, changes (if any) to their current roles and responsibilities, processes, changes in dashboard screens & its solution addressing the employee's concerns and apprehensions w.r.t. implementation of 'ONE-BHEL' Project.

The bidder is required to conduct the Change Management Workshops for all the Owner employees in a phased manner in line with the 'ONE-BHEL' implementation plan. These workshops shall be conducted at the respective workplaces of the Owner. The Change Management Workshops shall be conducted concurrently for three levels (Junior, Middle & Top management) of officials/employees in the Organization as defined by the Owner which will be communicated to the successful Bidder at the time of planning the workshops.

The workshop content and material shall be designed with specific focus on the requirements of each of these levels. Bidder shall conduct minimum two workshops for each group of employees at owner's each unit (Bidder to finalize the actual number of sessions in consultation with the Owner). The necessary infrastructure for conducting the workshops shall be provided by the Owner such as systems etc. However, bidder has to provide the required material for the workshops including presentations, training material etc.

Following outlines key activities/approach to be adopted by bidder for designing and execution of change management plan for 'ONE-BHEL'.

- Impact Assessment – The bidder shall perform the impact assessment, in light of 'ONE-BHEL' Project, to identify the changes to the current functioning, organization structure, roles and responsibilities, current capacities (training to the existing resources or deployment of additional resources) etc.
- Assess change readiness – The bidder shall perform an assessment, based on the Impact Assessment, to identify to what extent the Owner is currently equipped for the change, what are the key potential blockers and enablers within the structure, processes and staff to implementing the changes.
- Design the change management approach – The bidder shall perform an assessment and advise on the optimal way of getting the Owner from where it is to where it needs to be, for successful implementation of 'ONE-BHEL' Project and to mitigate all the project risks. This will include the approach to change. What are the time frames and when are benefits expected to accrue?
- Develop the change plan – The bidder shall design a road map to achieve/implement all the changes, which are essential for success of the project. The plan shall be more than an implementation plan; and shall contains change milestones based on the change vision, benefits milestones, benefits tracking mechanisms, actions to build commitment and actions to ensure business continuity.
- Define change governance – including appropriate decision making and review structures
- Implementation of Change Management Plan – The bidder shall implement all the necessary services for successful implementation of the change management plan developed by the bidder & approved by owner. The bidder shall be responsible for all the costs involved in design and implementation of the change management plan for 'ONE-BHEL' Project.
- The bidder shall proactively work with the Owner to address the project needs and gain buy-in and involvement of all the stakeholders in achieving the change. During the whole exercise, stakeholders' awareness, understanding and commitment to new ways of working should be raised. Stakeholders should also be encouraged, where appropriate, to contribute to or participate in the project to engender a joint sense of ownership.
- Success of above change management implementation through written satisfaction level of the trainers of such change management practices / trainings imparted.

Scope & Methodology of Change Management needs to be proposed by the Bidder.

Minimum number of workshops required for conducting change management workshops should be:

Level	Program	Participant Category	Duration (Days)	Participants		Number Of Workshops	Location of Workshops
				Total	Batch Size		
I	Sensitization Workshops	Employees	1	1000	50	20	Delhi, Hyderabad, Bhopal, Haridwar etc.
II	Leadership & Workshops	Identified Leaders	1	250	25	10	Delhi, Hyderabad, Bhopal, Haridwar etc.

8.7 Quality Assurance

The Bidder shall develop a Quality Assurance Plan for the execution of this project. The quality parameters should be defined for all the project phases like project management, functional coverage, support services and documentation. The quality parameters should be regularly monitored and reported to Owner.

The Quality Assurance Plan shall be finalized during the project preparation phase.

The deliverables for this phase will include but not limited to the following:

Sl. No.	Project Deliverables
1	<ul style="list-style-type: none"> Project progress report Updated Project plan and progress Distributing project status reports to Owner Project manager / PMO Identifying project bottlenecks (if any) and highlighting the same to Owner's PMO/ Steering Committee
2	Assist the owner in: <ul style="list-style-type: none"> Steering Committee meeting and defining agenda for same Recording Steering Committee proceedings and circulating the meeting record notes Updating progress on issues discussed in the Steering Committee meeting and inclusion of same in subsequent meetings, if required
3	<ul style="list-style-type: none"> Project Risk parameters Project Risk evaluation and Risk parameter monitoring
4	<ul style="list-style-type: none"> Project Quality parameters Defining, monitoring and reporting of Quality parameters
5	<ul style="list-style-type: none"> Project Issues (Open and Closed issues during the reporting period) Logging issues identified for the project during any phase of the project Raising the issues with Owner team and analysing the options to resolve the issues Incorporating changes in relevant project documents / deliverables (e.g. Contract document, Procedures manual, etc.) based on decision on issue resolution Tracking the resolved and unresolved issues
6	<ul style="list-style-type: none"> Escalation instance and resolution reports
7	<ul style="list-style-type: none"> Project Resource deployment (during the reporting period)

8	<ul style="list-style-type: none"> • Change management strategy • Change readiness assessment report • Change impact assessment report
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8.8 Support Services

8.8.1 Project Implementation & Sustenance Support

Bidder shall provide Support services covering Implementation Support, Performance Testing & Tuning, Help Desk & Sustenance Support for Owner's all Units going live in Phase-I, II & III without additional cost to the owner. The details of services under this support phase are mentioned in **section 9.12.5**.

During Project Implementation, support & maintenance services shall be provided by trained and experienced personnel of the Bidder and would entail the following activities but not limited to:

- 24x7 Unlimited Support through telephone/Fax/E-mail/Video Conferencing/ Installation visit as required.
- Tuning of ERP, Databases, third party software's and any other components provided as part of the business solution software including reconfiguration of the system in the event of any hardware/ network failures/ if any hardware/ network components have to be replaced.
- Provide and apply "free upgrades", updates & patches of the products to Owner as and when released.
- Technical upgrade of the installation to the new version, as and when required.
- As and when any new releases/ higher version become available, the Bidder will inform the Owner for the enhancements and interpret how it may benefit the Owner directly. The Bidder shall accordingly inform the Owner through various media including product newsletters, hotline access, release notes, design alerts or technical bulletins. All product fixes or release updates on the new system will take place at the Owner's discretion.
- Migration of the Integrated Solution from one Hardware Platform to another.
- Removing bugs as and when discovered.
- Incremental functionality enhancements and patches to cater to changes (including tax, legal and all statutory requirements)

Above services shall be provided without any additional cost to the Owner.

8.8.2 Post Go-Live Support

During Post Go-Live support period of **1(one) year** for the 'ONE-BHEL' solution 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, the Bidder shall provide on-site resources at Owner's location for the following:

- Helpdesk Support (**ref section 9.12.5.4**)
- Provision of software upgrades and patches and resolution of software bugs
- Training of new support personnel;
- Training of Owner personnel on future upgrades whenever the Bidder supplies future upgrades as a part of Annual Technical Support (ATS).
- Support to Owner's users through provision of access to hot-line / telephone / fax / e-mail / Video conferencing.
- Logging and resolution of problems through deployment of onsite personnel.

- Assistance with recovery from operator errors, system errors or hardware failures;
- Operational assistance with special processing events (end of year close off, tax reporting etc.)
- Enhancement & Bug fixing.

The Support services under this period shall be provided to the Owner at no additional cost to the Owner.

For the services to be rendered during this period, the Bidder shall deploy following resources:

Resource Profile	Resource Requirement
Functional Consultant	Minimum 1 Consultant, per Functional Module
Technical Consultant	Minimum 1 Technical Consultant each for Master Data & Governance, Workflow, System Administrator, Developers, Developers (Interface), Management Reporting (BI)s

Above resources shall be deployed on a full time basis at Owner's location and the profile of the resources should be minimum as specified in **section 8.2.1(d) and 8.2.1(f)**.

The Bidder shall quote the price of Post Go-Live Support as per **Annexure #29**.

9 Scope of Work

9.1 Overview of Scope of Work

The Owner intends to implement an Integrated ERP Solution within the timeframe indicated in this document. The Solution would encompass a configured, pre-approved customized base ERP with pertinent advanced modules / bolt-on solutions / third party add-ons as well as interface & integrate with Owner's relevant legacy applications (using industry standard tools & technology) as the case may be duly approved by owner, and would cover the Functional, Technical, Geographical, & detailed scope mentioned in the following sections. The solution would include the underlying database and all the other supporting Software.

The bidder while responding to the scope of work (as per Functional & Technical scope) of this RFP document via various formats for Technical & Price Bids etc. must ensure that all necessary Software, Licenses, Implementation effort, Annual Technical Support, Support & maintenance, Integration Tools/software, etc. for creating and sustaining the entire Integrated Solution have been factored suitably. Any additional cost, not factored suitably in the response, but necessary for completeness of the Integrated Solution shall be solely borne by the Bidder.

As part of the 'ONE-BHEL' initiative, the Owner intends to implement the integrated ERP solution via common Global Business Template across BHEL.

9.2 General Scope

The broad scope of work shall consist of but not limited to:

- 1) First level ERP overview training to Owner's Core Team.

- 2) Supply of ERP licenses & Add-on modules and 3rd party software.
- 3) Recommendations on requirement of hardware & networking.
- 4) Installation of ERP & related software at BHEL.
- 5) Preparation of Business Blueprint/ Workflows.
- 6) Audit of Project Status and Business Blueprints.
- 7) Professional level Training in ERP functionality to Owner's Core Team.
- 8) Integration with BHEL's engineering software, for eg. AutoCAD, Wrench etc.
- 9) Integration with Owner's SAP-HCM solution.
- 10) Customization & Developments for process enhancement.
- 11) Development of day to day monitoring Reports.
- 12) Audit of Project Status & Developments.
- 13) Realization of Blueprint solution.
- 14) Audit of Project status and 'ONE-BHEL' solution.
- 15) Unit & Integration Testing.
- 16) Development of Unit and Corporate MIRs, dashboards.
- 17) Master Data & Cut-Over Data migration strategy.
- 18) Data Migration assistance (as detailed in subsequent sections).
- 19) Users creation & authorizations.
- 20) Implementation of ERP solution at Phase – I locations.
- 21) End User Training in ERP for BHEL Personnel.
- 22) Roll out at Phase – II & Phase - III locations.
- 23) Final Implementation Review.
- 24) Provide required assistance to Owner and other associated agencies during disaster recovery strategy finalization and disaster recovery site setup.
- 25) Provide Support services during Warranty period for entire solution.
- 26) Annual Technical Support for the supplied software.

The bidder shall provide all required equipment, tools, and resources which may not be specifically stated herein, but required to meet intent of ensuring completeness, maintainability and reliability of the total system covered under this specification.

9.3 Functional Scope

The Owner has different and varied processes across the business units. An indicative list of Processes of major functional areas is placed in **Annexure #4 Overview of Functions**. The detailed functional requirements to be met by the integrated ERP solution are detailed in **Annexure #1 Functional Requirement Specification** of this tender document.

The AS-IS processes, as compiled by the Owner, would be shared with the successful Bidder. The functionalities which are not mentioned in the shared AS-IS process but are required for completeness of the optimal Integrated Solution shall form the part of the Functional Scope and have to be provided at no additional cost to the Owner.

As mentioned in the **Section 1.3 IT Landscape at BHEL** of this RFP document, owner has listed major business applications running/planned at various locations. During the solution design stage, the bidder along with owner's team must preferably bring the functionality of legacy business applications within the proposed optimal Integrated Solution. However, some of the applications, based on Project Team decision might co-exist along with the optimal Integrated Solution. In all such cases, interfacing/integration effort (including any additional software requirement) of these applications with the Integrated Solution shall form the part of Bidder's Functional scope of work and factored suitably in Bidder's response in Technical & Price bids.

9.4 Technical Scope

Following are some of the important requirements of the Owner with respect to the optimal Integrated Solution which have to be ensured by the Bidder:

9.4.1 Technical Requirements

Technical requirements for the solution are attached in **Annexure #2 Technical Requirement Specification** of this tender document and provide technical specifications that have to be met by the Integrated Solution as envisaged by the Bidder.

9.4.2 Accounting Architecture

The Integrated Solution should be capable of generating consolidated as well as unit wise financial/cost statements.

The Integrated Solution should be able to generate financial statements under IFRS and Indian GAAP seamlessly at any point of time with detailed reconciliation between the two as reconciled through the Integrated Solution.

9.4.3 Project Management Architecture

The Integrated Solution should be able to generate consolidated as well as project wise/unit wise/customer wise status reports.

9.4.4 Data Access and Security

Data security is to be addresses from two perspectives:

- To restrict access to / sharing of confidential data, and
- To ensure that data is not changed or destroyed, either inadvertently or intentionally, by any user / administrator or an external party.

The Bidder should ensure the following:

- Only those with relevant authority can access the solution,
- Those with access to the solution have access only to the data which is relevant to them, and
- Access to the relevant data is further restricted to either inquiry or update depending on the responsibility.

The Integrated Solution should be compliant to ISMS standard (ISO 27001).

9.4.5 Data Archival

In order to meet statutory and MIS requirements, archiving and easy retrieval of data along with supporting documents/ attachments is required. The bidder must ensure that the Integrated Solution provides a data archiving capability, with support for implementing archival policies. The Integrated Solution should also be able to access archived data for on-line inquiry and reporting as and when required. Bidder should provide a policy document for archival along with the solution.

The Integrated Solution should be compliant to ISMS standard (ISO 27001).

9.4.6 Audit Trail

The Integrated Solution must have extensive audit trail facility. Any addition, deletion or modification to an existing record, whether master or transaction, must bear the date and time stamp, the name of the log-in user who made the change and the node/ terminal from which the change was made. It should also be possible to maintain details of the original record and subsequent changes to the same. Standard audit trail reports should also be available. Proper access should be planned for audit trail reports.

The Integrated Solution should be compliant to ISMS standard (ISO 27001).

9.4.7 Workflow

The solution should be capable of replacing the current physical flow of documents, wherever required, with the flow of electronic data.

9.4.8 Auditor Access

The Integrated Solution should be capable of enabling the audit (both internal and statutory) through the system.

9.4.9 Business Intelligence

The solution should have capability of providing on-line information to facilitate tactical and operational decision-making. It should be possible for the Owner to configure a Business Intelligence Dashboard visually representing the key organizational performance data in a user-friendly manner.

Successful bidder shall create a portal for BI dashboards, scope not limited to:

- Development and deployment of well-designed interface which includes user administration, security and development features to create and maintain reports, charts, etc.
- Sharing of reports/queries, through portal, across the enterprise based on role based access.
- Creating a Business Intelligence dashboard personalized by job role.
- Development of charts and/or reports representing key performance indicators (KPI's)
- Ability to access the reports on Mobile Devices (Device Independent).
- Access to dashboard applications to users based on predefined criteria.

9.4.10 Modularity

The Integrated Solution should be modular in nature, i.e. it should be possible for the Owner to implement modules/ add-ons, which are not implemented as part of this project, at a later date, without any technical difficulties. Integration between such modules with the modules already implemented should be seamless and should not require any development effort.

9.4.11 Scalability

The Integrated Solution must be easily scalable, in terms of number of users, entities, organization structure, transactions, functionalities, new modules, add-ons from the same ERP suite etc. The Integrated Solution should be scalable to handle increased volume of data load and increase in the number of users without compromising response time or efficiency of operations.

9.4.12 Statutory Requirements

The solution should meet all Indian statutory requirements such as Excise, Sales Tax, Service Tax, GST, TDS etc. The Integrated Solution should be IFRS compliant and should generate financial reports in expected formats. Given that the taxes and other statutory requirements keep changing from time to time, the solution should be able to timely adapt to such changes without any technical difficulties and extra cost to the owner.

9.4.13 Retaining Critical Functionalities

The Bidder must ensure that the functionalities already available in certain critical areas are to be made available in the solution as well. If certain key functionalities are not to be covered in the Integrated Solution either because relevant sub-processes being specific to the Owner or otherwise, the Bidder must suggest suitable workaround solutions, process changes, legacy system interfaces, etc. to cover the same & implement same on approval by owner.

9.4.14 24x7 Operations

The Integrated Solution should support 24x7 operations since the plants work on multiple shifts and shipments from the stockyard/ plants may happen at any time of the day.

9.4.15 Alerts/ Notifications

The Integrated Solution should generate alerts/ notifications in various processes in the Integrated Solution. These alerts/ notifications could be time based or event based.

9.4.16 Document Management

The Integrated Solution shall have the provision to link all the documents stored in Document Management System (DMS) and provision for accessing the same from the Solution.

The bidders shall explicitly mention the Integrated Solution architecture including redundancy and scalability so that the infrastructure is amenable to such mission critical IT system.

9.4.17 Corrective Actions

All corrective actions arising out of review by ERP Product OEM of hardware / infrastructure sizing, project progress, solution quality review, solution expert consulting, etc. should be promptly attended concurrently by the Implementation Partner by augmenting its resources, as may be required, without any additional cost. Joint signed statement with ERP Product OEM of having implemented the corrective measures shall be provide to the Owner.

9.5 Geographical Scope

The Owner is a diverse organization with multiple Business Units spread across many geographical locations. The geographical scope of the project will comprise of the following locations:

1. Bhopal.
2. CFFP, Haridwar.
3. HEEP, Haridwar.
4. HPBP, Trichy (includes Piping Centre, Chennai & IVP Goindwal).
5. SSTP, Trichy.
6. Thirumayam.
7. Corporate Office, New Delhi.
8. Project Management Group, New Delhi.
9. Power Sector - HQ, New Delhi.
10. Power Sector – Marketing, New Delhi.
11. Industry Sector, New Delhi.
12. Spares & Services Business Group, New Delhi.
13. International Operation, New Delhi.
14. Transmissions Business Group, New Delhi.
15. CMG, New Delhi.
16. ROD (Chennai, Guwahati, Jabalpur, Jaipur, Kolkata, Lucknow, Mumbai, New Delhi, Raipur, Ranchi, Secunderabad, Vadodara).
17. BAP, Ranipet.
18. ISG, Bangalore.
19. Jhansi.
20. Power Sector – Eastern Region, Kolkata (including sites in India & overseas).
21. Power Sector – Western Region, Nagpur (including sites in India & overseas).
22. Power Sector – Southern Region, Chennai (including sites in India & overseas).
23. Power Sector – Northern Region, Noida (including sites in India & overseas).
24. PS-TS, Noida.
25. Power Sector – PEM, Noida.
26. HRDI, Noida.
27. HERP, Varanasi.
28. CFP, Rudrapur.
29. IP, Jagdishpur.
30. Central Stamping Unit, Jagdishpur.
31. Electrical Machines Repair Plant, Mumbai.

32. Corporate R&D, Hyderabad.
33. HPEP, Hyderabad.
34. PE&SD Hyderabad.
35. EDN, Bangalore.
36. EPD, Bangalore.
37. BHPV, Visakhapatnam.
38. PEFP, Bandhara

Currently, implementation scope covers only the stated and defined offices and operations of BHEL businesses within the territorial boundaries of India and does not cover offices and operations overseas.

Each phase shall commence after successful completion of previous phase. All functionalities as in the Phase-I implementation shall be implemented across the remaining locations.

Implementation and roll out locations may change during final discussions with the successful Bidder depending on the ease of roll out and geographical constraints.

9.6 Supply and Installation of Software & Application Licenses and Annual Technical Support (ATS)

The Bidder will be responsible for supplying the current versions of ERP application licenses and related software, integration tools, along with the source code and installing the same. The licenses shall be supplied by the Bidder on the basis of written requisition of the Owner. The licenses shall be provided to the Owner within 4 weeks of requisition by the Owner. In case of delay in supply of licenses the payment is liable for deduction @0.5% of the total contract price for delay of each week or part thereof (**refer Annexure #22**).

The Bidder shall carefully consider the functional scope of work and provide a solution (base ERP software/ industry and/ or functional solutions) that best meet the Owner's requirements. The Owner is a complex organization conducting manufacturing of diverse engineering products, undertaking turnkey projects in a variety of sectors and has a strong focus on outsourcing, as well as transportation. Looking forward, the Owner expects the "ONE-BHEL Solution" to be the source of providing business intelligence to aid in strategic decisions. Considering the scope set in this RFP, the Bidder shall carefully consider the solutions proposed and explicitly mention the same in the Technical bid.

The Owner has identified the indicative type of users & numbers and their system usage profiles of ERP users as follows:

The Owner has identified the indicative type of users & numbers and their system usage profiles of ERP users as follows:

- **Transaction Users:** A Transaction user has the profile of a data entry user & batch processing user and including full functionality of Medium Users.
- **Medium Users:** For Reporting/querying and Workflow/Approvals having role based access through portal. Reports viewing / querying should be cutting across Functions/Modules, add-on modules and Third party software

- **Business Partners:** For access to Business Partners such as Vendors, Customers, etc. for input/output of information through web-based, mobile Portals.

Following is the proposed tentative License Deployment Schedule based on the proposed Implementation schedule as mentioned in **Section 3.3 Implementation Plan**; which could vary depending upon the owner without any price implications.

The Bidder shall be responsible to ensure that the Owner is compliant at all time during the project.

The table below gives the requirement of Licenses in case of a non-SAP ERP product.

License requirement by Phases	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
Transaction Users	300 (50 Users out of these will be used for Development)	3025 (25 Users out of these will be used for Development)	1000	2675	1000	8000
Medium Users	-	-	1000	800	1000	2800
Business Partners	-	-	5000	5000	5000	15000

The table below gives the requirement of Licenses in case of a SAP ERP product.

License requirement by Phases	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
Transaction Users	300 (50 Users out of these will	2050 (25 Users out of these will	1000	1525	1000	5875

	be used for Development)	be used for Development)				
Medium Users	-	-	1000	800	1000	2800
Business Partners	-	-	5000	5000	5000	15000

The above license deployment schedule is tentative and the Owner reserves the right of deploying the licenses as per the actual project progress.

In case of SAP-ERP as the offered ERP product:

- Bidder shall upgrade the existing SAP licenses, if required, for meeting functional & technical requirements of 'ONE-BHEL'.
- Owner's **existing SAP-ERP licenses (2129 nos.)** to be factored at **Actual Start of Phase-I Final Preparation Phase (975 nos.)** and at **Actual Start of Phase-III Final Preparation Phase (1154 nos.)**.

The validity of the negotiated Licenses price(s), covering Transaction Users, Medium Users & Business Partners & all add-on engines should be for a minimum period of 5 (five) years from the date of signing the First License buying agreement.

The offered optimal integrated solution shall satisfy all requirements as specified in Functional and Technical requirements of the Owner as specified in **Annexure #1 Functional Requirement Specification & Annexure #2 Technical Requirement Specification** of this bid document.

The Bidder shall supply:

- Core ERP software & licenses (Latest version).
- Advanced/Additional modules & related components software & Licenses (Latest version).
- Tools, accessories, documentation and provide a list of the same. Tools and accessories shall be part of the offered solution.
- Latest supported version of Database Software to support the Integrated Solution and any other software, tools and Bolt-on/Add-on application.
- Product Documentation: Two sets of Product Documentation in hard copy and one soft copy to be supplied along with licenses and shall include but not limited to following:
 - Technical manuals
 - Installation guides
 - User manuals
 - System administrator manuals
 - Toolkit guides and Troubleshooting guides

All the above documents mentioned or any other standard documentation for the product should be included in the cost of the license. All the tools, accessories, software and media supplied under the contract shall be original copies and warranted against damages or not working, for 90 days from the date of installation and will be replaced without any cost to the Owner.

Add-on Modules and related engines should have sufficient provision to meet the functionality & business requirement keeping the ERP user licenses as mentioned above.

The Bidder should quote the Software & Application Licenses price as per **Annexure #17**.

The Bidder shall make provision for creation of End User License agreement (EULA) between Owner & ERP Product OEM.

** ERP licenses (Transaction & Medium users) should be interchangeable to allow all users to use all the modules of the ERP (Finance, Materials Management, Inventory, Maintenance, Project Management, HR and DMS). A letter should be provided by the ERP Product OEM confirming this.

All 3rd Party software & licenses shall be supplied by the Bidder on the basis of written requisition of the Owner. The Bidder shall provide the 3rd party licenses to the Owner within 4 weeks of requisition by the Owner. In case of delay in supply of licenses the payment is liable for deduction @0.5% of the total contract price for delay of each week or part thereof (**refer Annexure #22**).

The Bidder shall supply:

- 3rd party products software & licenses (Latest version) part of the 'ONE-BHEL' solution.
- Supply tools, accessories, documentation and provide a list of the same. Tools and accessories shall be part of the offered solution.
- Product Documentation: Two sets of Product Documentation in hard copy and one soft copy to be supplied along with licenses and shall include but not limited to following:
 - Technical manuals
 - Installation guides
 - User manuals
 - System administrator manuals
 - Toolkit guides and Troubleshooting guides

All the above documents mentioned or any other standard documentation for the product included in the cost of the license. All the tools, accessories, software and media supplied under the contract shall be original copies and warranted, against damages or not working, for 90 days from the date of installation and will be replaced without any cost to the Owner.

Third Party software should have sufficient provision to meet the functionality & business requirement keeping the ERP user licenses as mentioned above. The breakup of Third Party software shall be provided as per **Annexure #17**.

Owner reserves the right of procuring the 3rd party software licenses as per the actual project progress.

** 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).

Special Tools and Accessories – The bidder's proposal shall include the list of tools and accessories, which shall be supplied with the solution. The prices of these special tools and accessories shall be included in the bid price.

Installation, Configuration, upgrade & maintenance of all software (ERP software, Add-on Engines, 3rd party software etc.) supplied for 'ONE-BHEL' solution is in scope of work of the Bidder till the end of the 'ONE-BHEL' project.

- All 3rd party software licenses shall be in the name of the Owner.
- The ATS cost for all 3rd party software shall be quoted as per **Annexure #17** and shall be valid for **7 (seven) years** from the date of First Licensing agreement.

The Bidder shall provide support, maintenance & upgrades for all the software products versions (ERP Licenses & all Add-on engines) supplied for a period of 7 (seven) years from the date of First Licensing agreement.

The ATS cost shall be quoted as per **Annexure #17** and shall be valid for **7 (seven) years** from the date of First Licensing agreement.

The Bidder shall provide the ATS for ERP licenses & Add-ons.

Following is covered under ATS:

- Provide free upgrades, updates & patches of the products to Owner as and when released by ERP Product OEM & Database Vendor.
 - Technical upgrade of the installation to the new version, when required by Owner.
 - Unlimited Support through telephone / Fax / E-mail / Video Conferencing /Installation visit as required.
 - Quarterly visit to Owner's ERP installations.
- For every stage, for those licenses which have not completed 12 months from its procurement date, ATS will be on proportionate basis.
 - For evaluation, the ATS cost till end of Post Go-Live support phase shall be quoted by the Bidders in **Annexure #17**.

9.7 Hardware/Infrastructure Sizing

The successful bidder will be responsible for server, storage and network sizing for the 'ONE-BHEL' Integrated Solution. The successful Bidder would have to identify infrastructure requirement specification including requirement for Business Continuity & Disaster Recovery site. The sizing needs to be done keeping in mind the Owner's requirement for performance, response time and scalability, latest state-of-the-art, virtualisation & guaranteed uptime during its entire lifespan with uninterrupted spares & services. Such lifespan shall not be less than 8 (eight) years. The successful bidder would be responsible to conduct necessary site visits to prepare bill of material and all specifications for required IT / Non-IT infrastructure and Data Centre (DC) and Disaster Recovery (DR) site after studying the existing hardware inventory across owner's premises for reuse / economical solution, as feasible. The Bidder should review the network already laid out as well as additional network laying as required for connecting all the relevant units of the Owner with redundant connectivity including the Owner plants, offices and all other the Owner locations that would be using the Integrated Solution. The Bidder also needs to provide proposed N/W architecture. The Bidder will provide necessary inputs and support for the preparation of the RFP for H/W and N/W infrastructure to enable the Owner to procure all the required IT/ non-IT infrastructure and services. The RFP for H/W and N/W infrastructure would capture requirements for all three phases of the implementation. However, staggered delivery of hardware/ network components may be suggested based on phase wise implementation. Bidder will be involved with the Owner in checking the goods during delivery of the same.

All the recommendations of the Bidder have to be duly reviewed by the ERP Product OEM (**ref. section 7.5.7**) before submitting to the Owner.

9.8 System administration

The Bidder shall perform system administration activities for 'ONE-BHEL' Solution landscape:

- Installation, Configuration, administration, trouble shooting and performance tuning of all servers (database, applications etc.)
- Database software installation, memory allocation and usage monitoring
- Backup, recovery and all other DBA related activities
- Providing access to users as per the assigned roles
- Installation of applications and related tools
- Database/ERP/3rd Party Software patch/services updation

The successful bidder would also ensure the following:-

- All authorization related activities till the Integrated Solution stabilizes
- Assimilating knowledge through a proper knowledge transfer methodology, ensuring that the Owner's team can take care of system administration tasks.
- Prepare system administration manual
- Prepare end user manuals for all employees accessing the Integrated Solution production environment
- Prepare system configuration that takes into account disaster recovery scenario

The Successful bidder is responsible to identify and inform the Owner about pre cutover requirements like database setup, application patching techniques, operating system patching, database tuning and database synchronization etc.

The system administration for the entire 'ONE-BHEL' solution responsibility would be with the Bidder till the end of Post Go-Live support period.

The Bidder shall extend all necessary support as required by the Owner and Hardware vendor(s).

9.9 Configuration, Customization & Bespoke (Custom Developments)

The bidder shall ensure that the Functional requirements forming part of the standard ERP product features **(as claimed by the Bidder during technical evaluation i.e. FRS of bids prior award)** are implemented.

The Owner prefers to have product standard functionalities in the 'ONE-BHEL' Solution. Wherever customization is required and undertaken, the bidder will hand over the source code and all documentation to the owner. The title, rights and IPR (Intellectual Property Rights) over such customization will be passed on to the Owner.

Preferably, changes should be kept as minimal as possible to the ERP core modules. This is important to ensure that future upgrades, enhancements and bug fixes are not impacted. Any customization as may be necessary should be done only after confirmation from ERP Product OEM of non-availability of standard functionality and obtaining prior written approval from the Owner. Every custom

development must be documented in detail and the script ownership should be passed on to the Owner.

Given the complexity of the implementation and the cross functional requirements across business units, the bidder may be required to customize critical and complex screens, reports, interfaces and other developments across all components of the Integrated Solution. The specific distribution of reports to be customized amongst various modules will be finalized during the implementation stage.

**** Any Bespoke/Custom development required for meeting the functional requirements of the Owner shall be taken up by the Bidder. For possible inclusion of such developments in ERP/Add-on engines in subsequent ERP product releases there shall be provision, for taking up with ERP Product OEM's R&D center in India.**

Development of custom bolt-ons over ERP must follow well-defined methodology. A brief description of the methodology employed when developing custom applications/ reports should be included in the response to the Tender Document. At minimum, every request for development of custom development must be documented in a pre-defined format and supported by a business case prepared by the process owner while requesting for development. Every custom development must be documented in terms of the person developing, the reference request in response to which it is being developed, the script and other technical specifications. Basic guidelines with respect to all custom developments, naming convention etc. must be agreed with the Owner well in advance of commencing any customization effort.

In addition, the bidder is required to train the Owner Core/ Technical Team members on the methodology of building custom bolt-on, so that the Owner can take up the additional development as and when required.

The bidder should endeavour to have minimal use of third party bolt-on applications. This should be done if the functionalities covered by such applications are not available in the core ERP product.

**** 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).**

However, where use of such applications becomes unavoidable, the same will be implemented without changing any code in ERP software. The Bidder should provide a detailed Bolt-on application usage report.

The Bidder shall identify, design and develop components / functionalities that are not covered within the specified solution. The Bidder shall provide the design of the bespoke component along with schedule for development. The development & implementation of the bespoke component will however be under taken only after it is approved by the ERP Product OEM and subsequently by the Owner.

The Bidder shall supply the following documents for all third party bolt-on applications and bespoke components:

- Business process guides;
- Program flow descriptions;
- Data model descriptions;
- Sample reports;

- Screen formats;
- Frequently asked question (FAQ) guides;
- Any other documentation required for usage of implemented solution

All developments should be part of Business blueprint as gaps.

9.10 Reports & Business Intelligence

After identification of the reports for development, the bidder shall verify whether standard reports or its variants shall meet the requirement. It is expected that custom reports need to be developed if the standard reports & its variants available in the Integrated Solution does not meet the Owner's specific requirements. These reports would include those, which would extract and present information already in the database in a specified format or could require some intelligence/ calculations built into it. The successful bidder may be required to customize critical and complex reports across all components of the Integrated Solution. The specific distribution of reports to be customized amongst various modules will be finalized during the implementation stage.

Development of custom reports must follow well-defined methodology. A brief description of the methodology employed when developing custom applications/ reports should be included in the response to the Tender Document. At minimum, every request for development of custom report must be documented in a pre-defined format and supported by a business case prepared by the process owner while requesting for development. Every custom report development must be documented in terms of the person developing the report, the reference request in response to which the report is being developed, the report script and other technical specifications. Basic guidelines with respect to all custom report formats, naming convention etc. must be agreed with the Owner well in advance of commencing any customization effort.

In addition, the successful bidder is required to train the Owner's Core/ Technical Team members on the methodology of building custom reports, so that the Owner can take up the additional development as and when required.

Implementation of Unit MIRs on Business Intelligence shall be carried out from the start of Realization phase. Corporate MIRs shall be taken up after Unit MIRs.

For Units & Corporate MIRs, the necessary data has to be identified with provision for incremental data movement from the ERP system to Business Intelligence platform. While doing any custom developments, the change date of the record has to be necessarily maintained in the ERP system.

9.11 Training

Bidder shall organize the following trainings for the Owner's manpower. Cost towards travel expenses, boarding, lodging etc. for the Owner's personnel shall be borne by the Owner and for Bidder's personnel shall be borne by the Bidder. Such trainings shall be conducted concurrently, if required by owner, at owner's different premises (other than certification trainings which shall be conducted at ERP Product Vendor's own or authorised training centres) as per pre-agreed plan.

9.11.1 Owner teams to be trained

The bidder must provide training to the following teams of the Owner:

- **Central Functional Core Team:** Functional Core Team members at the Owner represent different functions within the scope of the project. They bring with them knowledge of existing

processes, critical requirements, constraints, relevant management policies, information requirements etc. They will assist/ participate in various activities during implementation such as business process study, blueprint, solution design, testing, etc. and also in help desk activities post go-live. To be able to assist in these activities, it is necessary to train them adequately on the ERP product functionalities including configuration steps and the impact each step has on the solution. Since the Functional Core Team members will drive the effectiveness of the ERP implementation within the Owner, it is essential that requisite knowledge and skills are transferred to them by the Bidder.

- **Central Technical Core Team:** Technical Core Team at the Owner comprises of officials from IT department. These representatives bring with them knowledge of existing applications, interfaces, constraints, information requirements etc. ERP training needs of these team members will be in areas such as technical configuration, interfaces, report customization, operating system, database administration, access control, helpdesk etc.
- **Central Project Management Core Team:** Project Management Core Team comprises of Program Director / Project Manager, Change Manager, Training Manager, Centre of Excellence (CoE) Manager, Roll-out Managers, and Central Process Owners.
- **Unit Functional Team:** The Unit Functional Team members represent different functions within the scope of the project at each Unit. They will assist/ participate in various activities during implementation, roll-out, and also in post go-live activities.
- **Unit Technical Team:** The Unit Technical Team comprises of officials from IT department.
- **Unit Power Users:** Users that will represent different modules/processes to be covered under the solution.
- **End Users:** End Users at the Owner will represent different functions to be covered under the solution. These users will actually use the system in different functional areas. These users will need to be trained on how to use the solution before going live. Comprehensive guidelines on how to accomplish tasks in the solution in specific context of the Owner processes must be provided to the end users as part of the end-user training.
- **Internal/ Statutory Auditors:** This team comprises of the Internal Auditors of the Owner.

9.11.2 Type of Training

Adequate training of the Owner employees is a key success factor for the ERP implementation and usage. Out of the overall owner's team envisaged to be trained, the number of participants to be trained for either product would be decided at the time of planning phase of the project. The training would cover broadly the following aspects:

- **Certification Training for Central Core Team (Functional, Technical):** Each member shall be trained in relevant function/module of ERP product. The training will be required to be given to approximately 150 team members to each member as per the ERP Product Vendor Curriculum. Bidder should get this training imparted by ERP product Vendor or authorized and certified training/education partners of ERP product Vendor only (subject to approval of the Owner). The Certification Training should be conducted at ERP product Vendor's own or certified training centre. Standard curriculum, ERP product study material leading to ERP product certification should be used. Vendor shall submit a detailed training plan and quote the per person training rate as per **Annexure #19** (including certification examination fees). Payments shall be made based on actual number of persons trained & certified. The invoices from the Bidder should be annexed by corresponding invoices from ERP Product OEM/ Authorized Training Partner.
- **Functional Training for Unit Functional Team** (lecture & hands-on mode): business processes and features of ERP product in respective modules which have been included in the scope for the Owner. Both transactional data entry and module setup / configuration aspects should be covered. The bidder should share appropriate training materials and practice exercises for the

team. The bidder should obtain training feedback after each session and address inadequacies if any. This training should be conducted by a certified trainer.

- **Technical Training for Unit Technical Team** (lecture & hands-on mode): should cover aspects of development of reports, interfaces, customization, forms, and workflows etc. using ERP tools as applicable. It should also cover ERP product system administration aspects. The bidder should share appropriate training materials and practice exercises for the team. The bidder should obtain training feedback after each session and address inadequacies if any. This training should be conducted by a certified trainer.
- **Power Users Training**(lecture & hands-on mode): Training on Processes/Modules.
- **Training for End Users** (lecture & hands-on mode): end-user training to be delivered a select set of end users. Training should cover specific functional / process aspects of the system relevant for different end-user segments. Training should enable end-users to know which are the relevant reports / MIS in his/ her respective area of work. The end-user trainings would be conducted in the 'Train the Trainer' mode. Here the bidder would train key core and power end-users of the system directly who will further be the trainers. Bidder shall submit a detailed training plan and quote the per batch training rate. Payments shall be made based on actual number of persons trained. The training will be required to be given to approximately 2000 end users for at least 2 days each. The training would be conducted at the Owners locations as specified in the **Section 9.5 Geographical Scope**.
- **Helpdesk Training** (lecture & hands-on mode): training to chosen helpdesk team (resources of the Owner and the bidder) on maintaining and managing an ERP helpdesk with the aid of appropriate tools during post go-live support

The Bidder will be responsible for preparation & submission to owner in adequate bound volumes of the training material and end user manuals. End user manuals should cover “how to use” concepts for all modules of the solution being implemented.

The cost of the trainings, other than certification training are the part of the Implementation cost.

9.11.3 Training Plan

The training plan as required and envisaged by the Owner is provided below.

Type of training	Participants & Number	When	Minimum Duration per batch	Delivery location	Delivery mode
Induction Training for Central Core Team	Central Core Team (150 members)	During Project Preparation Phase	2 Days	Owner's Central Project Location	Class Room Lecture
Certification Training for Central Core Team	Central Core Team (150 members)	During Realization Phase	As per the ERP Product Vendor Curriculum	ERP Product Vendor's own or certified training center	Class room Lecture

Type of training	Participants & Number	When	Minimum Duration per batch	Delivery location	Delivery mode
Training for Unit Functional Team	Unit Functional Team (Approx. 350 members)	<ul style="list-style-type: none"> •Phase-I Locations: During Realization Phase •Phase-II Locations: During Implementation Support period of Phase-I •Phase-III Locations: During Stabilization Period of Phase II 	4 Days	Owner's Units	Lecture & hands-on mode
Training for Unit Technical Team	Unit Technical Team (Approx. 100 members)	<ul style="list-style-type: none"> •Phase-I Locations: During Realization Phase •Phase-II Locations: During Implementation Support period of Phase-I •Phase-III Locations: During Stabilization Period of Phase II 	4 Days	Owner's Units	Lecture & hands-on mode
Training for Power Users	1000 Users	<ul style="list-style-type: none"> •Phase-I Locations: During Realization Phase •Phase-II Locations: During Implementation Support period of Phase-I •Phase-III Locations: During Stabilization Period of Phase II 	4 Days	Owner's Units	Lecture & hands-on mode
Training for End Users	Selected End Users (approx. 2000 users). These people will further train other employees.	Before Go-Live of each Unit	2 Days	Owner Units	Lecture & hands-on mode

9.12 Implementation of 'ONE-BHEL' solution

The Bidder will be responsible for providing a full range of services in implementation of ERP Product / Software covering 'ONE-BHEL' Solution including integration and supporting the operation of the proposed solution during and post implementation.

The Bidder should use the best implementation methodology approved by ERP Product OEM for implementation. The responsibilities of the bidder during implementation of ERP over the broad project phases are outlined in the subsequent sub-sections. The Bidder must have sufficient prior experience in using this methodology, tools and formats on sustained basis in implementing the Integrated Solution. The Bidder must be open to improvisations to the same based on the Owner's specific requirements. The successful Bidder should undertake quality review of its work from its Quality Group during the course of implementation and also from ERP Product OEM. The on-going responsibilities of Bidder during the project are also outlined below.

9.12.1 Project Preparation Phase

During the first phase of project, the Bidder should setup the project office and prepare the project charter. The Bidder should mobilize his project team to the project site within a week's time from project launch and agree with Owner, a detailed project plan.

The Bidder should also provide assistance in outlining the solution deployment architecture with details of hardware and Operating system platform and disaster recovery architecture.

Some of the important activities / deliverables during this phase would be

9.12.1.1 Project Charter

The Bidder should prepare the project charter, which outlines the project objectives, timelines, project procedures and project organization and submit it to Owner for approval.

The Project charter should include but not limited to the following:

9.12.1.1.1 Training Server

Bidder shall establish on-premise training server of the ERP product for the owner to have hands-on experience of the configured standard processes of the product.

9.12.1.1.2 Training Strategy

BHEL believes that key to successful implementation will be the Bidder's ability to train Owner's staff in the operation of the proposed business solutions.

As a part of the training strategy the Bidder should provide the following information:

- The facilities, support materials and program including mode of training (standard/ self-paced) provided for training the users in using the system
- List of training areas for training to be provided to Core team, end users and technical users
- Training infrastructure required and expectations from Owner, if any.
- Duration and frequency of training.

The training strategy should be designed to provide ERP training to the personnel identified by Owner at various locations site on the various Transactions, Workflows, Project Technical Design & Implementation, Data Base Design, Application Design, Program Libraries and System Configuration. Owner will measure the effectiveness after the completion of the training through training feedback forms. Detailed training scope is mentioned in **section 9.11**.

Cost towards travel expenses, boarding, lodging etc. for the Owner's personnel shall be borne by the Owner and for Bidder's personnel shall be borne by the Bidder.

9.12.1.2 Central Knowledge Management portal

The Bidder shall establish an on-site central knowledge management portal for storing 'ONE-BHEL' project related documents like processes and their structures, configuration details, development code, test plans, test cases, outputs, queries & resolution. This should help in easy roll-out during different phases and locations.

9.12.1.3 First level Central core team training

The Bidder should train the core team members with the aim to provide an overview of ERP and understand, in detail, the capabilities of modules. The training by the Bidder should cover at least following areas for Owner's team.

- ERP application overview
- System functionalities (for each module) and basic configuration
- System Security features
- Articulation of KPI's to the core team
- Key Transactions and its usages

9.12.1.4 Project Plan

The Bidder shall develop a detailed Project Plan in standard Project management software. The Project Plan shall amongst other functions, detail all tasks including but not limited to the task / person in charge for the execution of the task/ effort resource allocation. This information shall be provided in the form of a detailed Gantt chart. The Project Plan shall also detail all milestones and indicate when the required deliverable documentation will be available to Owner. This plan will be discussed with Owner and finalized during the project preparation stage.

9.12.1.5 Phase Deliverables

The deliverables for this phase will include signed off documents covering but not limited to the following

SI. No.	Project Deliverables
	Project Charter outlining: <ul style="list-style-type: none"> • Project Implementation Methodology document. • Project Scope, Goals and Objectives. • Project Organization chart. • Detailed Project Plan / Schedule.

1	<ul style="list-style-type: none"> • Project Quality Management Plan. • Project Risk Management Plan. • Project Escalation Procedures. • Project Change Management Plan. • Training Plan. • Document standards. • Deliverable approval (from Owner) procedures. • Center of Excellence (CoE) creation Plan • Bidder's resources & deployment plan and mobilization
2	<p>Project infrastructure requirements:</p> <ul style="list-style-type: none"> • Hardware, software, LAN and WAN requirements during all the project phases. • Sizing & System landscape design.
3	<p>Training Plan for the Core team members outlining:</p> <ul style="list-style-type: none"> • Training courses, mode of training, venue of training and schedule of training. • List of participants. • Trainer details.

9.12.2 Business Blueprint Phase

The Bidder's team should study the existing processes of Owner and identify the opportunities for improvement and define the "To-Be Processes" of Owner. The Bidder should define reporting requirements for each of Owner's department with details of formats and frequency of report generation.

Some of the important activities / deliverables during this phase would be

9.12.2.1 Business Process Re-alignment (BPR)

The AS-IS processes, as compiled by the Owner, would be shared with the successful Bidder. The Bidder will identify the processes which are not mentioned in the shared AS-IS process but are required for completeness of the Integrated Solution.

After understanding the AS-IS process, the Bidder has to realign the activities of the processes in-line with the ERP product's standard processes.

The Owner expects the 'ONE-BHEL' project to impact the realization of a number of business objectives around project delivery efficiency, cost and quality, along with internal efficiencies and financial performance. Owner understands that these business objectives can only be realized by targeted action plans which are monitored by task groups, driven by the Owner with due technology enablement inputs from the successful bidder. This may result in process modifications, rethink on existing ways of conducting certain activities, system enabled efficiencies in reduction in cycle times and workflows, easier tracking of process measures, etc.

A dedicated "Business Process Re-alignment" phase has been maintained wherein such activities would be focussed. There would be a KPI owner assigned by Owner for each KPI, who would drive the necessary BPR initiatives across the organization. The bidder would work in close conjunction with the identified KPI owner of each KPI to identify improvements that could be brought about through the solution.

The bidder should take note of the indicative KPIs noted in the table below. The bidder shall also recommend KPIs, other than those stated, herein, realisable from 'ONE-BHEL' ERP solution & shall do all necessary works to realise and demonstrate same, once approved by owner. The Bidder shall record the baseline for all the KPIs which will be used for comparisons with the help of Owner.

Sl. No.	KPI Description	Formula	A	B	Responsibility	Baseline Level
1	Order Conversion ratio (Market Share)	A/B	No of Orders won	Total No of tenders floated in market	Marketing	Business Sectors
2	Issuance of Work Orders at Manufacturing Unit / Region Level (on the basis of internal order)	A	Average Time taken to issue work order at MU / Region after Internal Work Order issue		Commercial	Manufacturing Units / Regions/ Project Engineering Management/ Project Engineering & Systems Division
3	Release of Engineering Documents for manufacturing and Material Procurement	A/B	Actual No of approved documents released as per L2 schedule	Planned No of Documents for release as per L2 schedule	Engineering	Manufacturing Units/ Project Engineering Management/ Project Engineering & Systems Division
4	Material Procurement Requisitions	A/B	Total No of Indents actually issued as per L2 schedule	Total No of Indents planned for issue as per L2 schedule	Manufacturing/ Engineering	Manufacturing Units/ Project Engineering Management/ Project Engineering & Systems Division

Sl. No.	KPI Description	Formula	A	B	Responsibility	Baseline Level
5	Sub-Contracting	A/B	Total No of Dispatchable Units/ Components actually issued as per L2 schedule	Total No of Dispatchable Units/ Components planned for issue as per L2 schedule	Materials Management	Manufacturing Units/ Sites
6	Quality Improvement	A/B	Average No of quality checks which result in rework/ rejection per Work Order	Total no of Quality checks performed per Work Order	Quality Control	Manufacturing Units / Regions
7	Improvement in Inventory Management	A	Reduction in Inventory in no of days		Stores	Manufacturing Units
8	Debtors Management	A	summation (days from generation of invoice to approval, approval to despatch, despatch to receipt by customer, receipt to payment)		Finance / Commercial / Site	Manufacturing Units / Regions
9	Project Execution	A/B	Actual Completion date	Contractual Scheduled date as defined for LD	Erection & commissioning / Sub Contracting	Project Management groups / Regions

The Bidder would provide the following as part of the Business Process Re-Alignment scope:

- Work with identified KPI task owners to identify action plans for realizing efficiencies/ improvements across identified/ impacted projects
- Provide inputs on technology enablement to realize the benefits
- Provide subject matter experts across the key KPI areas across which benefits need to be realized
- Review go/ no-go decisions and ensure linkage of the same with the global business template preparation stage
- List the Business processes in 'ONE-BHEL' project
- Create Process charts / Flow diagrams of each of the above processes considering existing processes and perceived expectations from the processes

The Business Process Study will enable the Project Team of the Bidder to get first hand understanding of the business processes that will be implemented at the Owner through the Integrated Solution. It would also help them understand the specific role played by each legacy module / system and identify legacy systems, which would be retained after implementation of the Integrated Solution.

9.12.2.2 Global Business Template

Global Business Template shall cover the following:

- Overall Organization structure design mapped to the Integrated Solution.
- Mapping of To-Be Business processes with Integrated Solution capabilities with details of variations / deviations for each of the unit processes.
- Definition of parameters for system configuration.
- Identification of Customizations to be done.
- Identification of Custom objects (New development) to be developed.
- Identifications of reports - standard and customized.
- Identify data conversion elements for each business process.
- Identify the legacy systems that may be retained.
- Involve Subject Matter Experts of the relevant business units during the design phase.

The Business Blue Print Phase will enable the Project Team to see the system in operation, collect sample transactions / reports and get a better understanding of the business process. The bidder will detail all the possible direct support by ERP Product OEM, customization/development need and work around in this document. This will form the baseline for testing the system.

Bidder shall suggest optimum strategy for rolling out Global Business Template which will be jointly decided by bidder and owner during Business Blueprint.

The bidder shall prepare & submit the entire end-to-end integrated business process & workflow chart with granular activities & integration of the proposed 'ONE-BHEL' ERP solution.

9.12.2.3 Interface/ Integration with Existing Applications

The Bidder shall carry out the following:

Interface 'ONE-BHEL' ERP solution with the latest version of AutoCAD is required to be created to achieve 'ONE-BHEL' objectives. Bidder shall build necessary interfaces (on both sides) for integrating with AutoCAD using Industry standard tools/technologies.

Integration with SAP-HCM: SAP-HCM is implemented at the corporate level for the entire organization and its integration with 'ONE-BHEL' ERP solution is required to be created to achieve 'ONE-BHEL' objectives using Industry standard tools/technologies. Work related to fulfilling of any data requirement from SAP-HCM but which is not available in SAP-HCM, but required to achieve 'ONE-BHEL' objectives, is also within the scope of work of the bidder.

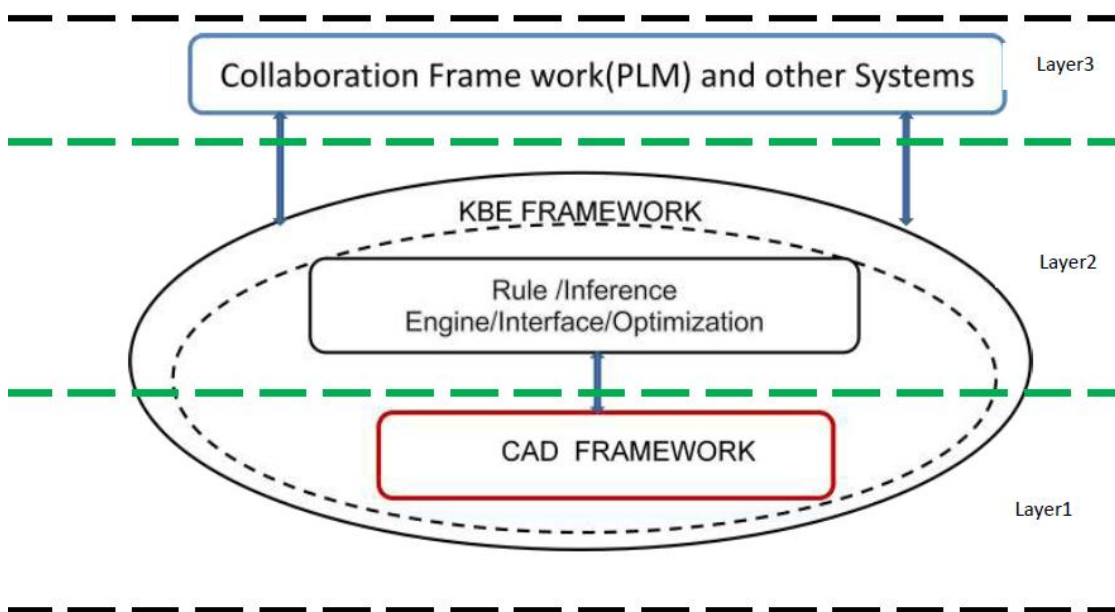
Interfacing with legacy applications to achieve 'ONE-BHEL' objectives: Over the years, BHEL has developed systems to support its business. These systems provide certain business benefits to BHEL, which BHEL intends to improve from 'ONE-BHEL' solution or else with integration of such legacy system with 'ONE-BHEL' solution, to either limit change management or wherever proposed solution does not cover critical functions / processes & benefits. However, every effort shall be made by bidder to improve prevailing processes. Indicative list of applications (subject to review and mutual

agreement at Business Blueprint phase)which the Owner might want to retain along with the Integrated Solution is:

1. Hospital / Medical system
2. Knowledge management
3. Unit/Corporate Portals
4. Estate Management
5. Attendance Recording System

BHEL's Engineering Vertical has three distinct layers shown below:

- Layer1 will comprise of GENERIC CAD models
- Layer2 will comprise of Rule engine, inference engine, interface with CAD platform / data base/ optimization tools.
- Layer3 comprises of Collaboration framework (PLM and other systems).



The topmost layer (Layer-3) which enables Engineering collaboration can be called as the PLM layer. The Integrated Solution should have the capability to interface with the PLM at appropriate points in the work flow with the help of out of the box connectors or custom built connectors. The probable PLM platforms can be one of the standard and proven PLM platforms which integrate our Engineering processes and facilitate required collaboration among the stakeholders.

9.12.2.4 Business Blueprint

The Bidder should study the existing processes (As-Is) of Owner and identify the opportunities for improvement and define the “To-Be Processes”. The Bidder should prepare the Business Blueprints and System configuration documents outlining the configuration requirements for each of the ERP modules. The Bidder should also identify gaps where standard ERP processes are not available.

Owner expects the Bidder to propose workflows based on the best practices followed globally in the form of blueprints or workflows. These workflows shall be shared with the key officials in the concerned departments through a series of workshops and their views taken into consideration during design of the final workflows. In case this has a significant impact on the duration of the assignment, the Steering Committee appointed by Owner to oversee this project will arbitrate. The customization will also include all mandatory and required reports and various analytics.

The Business blue prints will be based on best practices and Owner’s practices. The formats and contents of the blueprint would be finalized at the start of the blueprint stage with the program office.

The AS-IS process activities should be updated with the action taken as per the Business Blueprints.

9.12.2.5 Development Environment

- The Bidder shall establish the environment (hardware & associated software) for experimenting Owner’s processes.
- The bidder shall install and maintain development environment for the entire team. The location of the development premises shall not be moved from the nominated location as per the agreement, without the approval of Owner. The bidder shall maintain the technical administration of the servers. The bidder shall be responsible for taking backups and ensuring security of backup media.

On availability of servers for the above functionalities by Owner, the Bidder shall replicate the existing development servers to the new development servers.

9.12.2.6 Central Core Team Certification Trainings

The Bidder shall provide certificate training to Owner’s Central Core team (ref. section 9.11), catering to all functional/technical modules.

9.12.2.7 Phase Deliverables

The deliverables for this phase will include signed off documents covering but not limited to the following

SI. No.	Project Deliverables
	“To-Be” process design document covering: <ul style="list-style-type: none">• Overall Organization design• Process charts / flow diagrams outlining broad processes and sub-processes for each function

1	<ul style="list-style-type: none"> • Key objects structure definition (eg. Project No. X---XX-XXXX) • Procedure for key structure allocation • Checks and controls for processes • Roles and responsibilities for processes • Business process improvement planned through new process design • Targeted KPI improvement in “To-Be process” scenario
2	<p>Technology configuration document outlining:</p> <ul style="list-style-type: none"> • Detailed Technical architecture of solution • Operating System environment and hardware platform • Interface with external systems • System operating procedures
3	<p>System configuration document outlining</p> <ul style="list-style-type: none"> • Definition of user profile for all functional areas • Definition of Master / Transaction data structures • Definition of parameters for system configuration for all application modules and reporting tool(s) • Standard reports for each function / module • Customization areas with details of customization scope and effort estimate
4	<p>Data migration strategy</p> <ul style="list-style-type: none"> • Master Data preparation strategy
5	<p>Project KPI's for each business function and KPI monitoring plan:</p> <ul style="list-style-type: none"> • The Bidder should define the Key performance indicators, which will assist in evaluating the success of project. • KPI Monitoring Plan document.

9.12.3 Realization Phase

During this phase of project, the Bidder will configure the application as per the System configuration document prepared in the previous phase of the project. The Bidder team will carry out the required customization of application to meet the requirements as per the “To-Be Process” document. Once the system is configured, Bidder should pass the configured system through its own internal quality processes and provide the compliance reports to the Owner team. The Bidder should populate sample master data in the system and configure the data integration and interfaces.

Some of the important activities / deliverables during this phase would be:

9.12.3.1 Interface / Integration development

Bidder shall develop all the identified Interfaces/Integration as per the Business Blueprint cutting across the functions and do sample testing.

9.12.3.2 Custom developments

Bidder shall develop all the identified Custom developments as per the Business Blueprint gaps and do sample testing. Any changes necessitated w.r.t. cross-functional requirements need to be incorporated.

9.12.3.3 **Blueprinted process testing**

Bidder shall test the process after creating the necessary configuration requirements along with the Owner's team within the respective modules and record the necessary test data, testing plan and the output. Wherever a process has interface with other functions, the process needs to be discussed and revised accordingly and testing has to be repeated.

9.12.3.4 **Unit Testing**

Bidder should test the realized processes along with the Owner's team within the functional domain and record the necessary test data, testing plan and the output. Any developments that are part of functional domain process activities also need to be tested and recorded. Any changes necessitated shall be corrected and retested.

9.12.3.5 **Integration Testing**

- The Bidder should define the Integration test scripts along with the Owner's team. These test scripts will be used for testing based on review and approval of Owner's project team.
- The Bidder should populate sample master data in the system along with the Owner's team.
- The Bidder shall undertake the testing of the data conversion and migration to the new system, as part of system integration testing along with the Owner's team.
- The Integration testing will be done jointly by the bidder's team and the Owner's core team and record the test plans, test data and outputs for each activity. Any changes necessitated shall be corrected and retested.

9.12.3.6 **Power Users Training**

The Bidder shall provide training to Owner's Power Users (**ref. section 9.11**), catering to all modules related processes realized in this phase.

9.12.3.7 **Master Data Preparation**

Bidder shall carry out the following activities related to Data migration strategy along with Owner's team:

- Mapping existing data with ERP system data structures
- List of data to be migrated with details of granularity (transaction level or consolidated)
- Data conversion procedures (manual, tool based)

9.12.3.8 **Cut-over data migration strategy**

Bidder shall carry out activities related to cut-over data migration strategy along with Owner's team:

9.12.3.9 **Phase Deliverables**

The deliverables for this phase will include signed off documents covering but not limited to the following:

Sl. No.	Project Deliverables
1	Customization development report <ul style="list-style-type: none"> • Functional requirements met through customization • Standards followed for customization • Version control mechanism and current version information
2	<ul style="list-style-type: none"> • Updated Business Blueprint documents (available in central knowledge management portal).
3	Internal (to Bidder) test result reports for system tests
4	Test Plans / Scripts and Test procedures for unit testing and integration testing
5	Test result reports for unit testing and Integration testing
6	Issue closure report indicating compliance to the issues identified during Unit Test and Integration test
7	System acceptance report with sign-off from Core team members
8	<ul style="list-style-type: none"> • End-user documentation / manuals • System user manuals • Process charts with roles and responsibilities
9	Plan for stress / volume testing <ul style="list-style-type: none"> • Modules for stress / volume testing • Scripts for stress / volume testing • Data population strategy • Tools to be used for testing • Parameters (e.g. response times) to be monitored and target values to be achieved during stress / volume testing
10	Stress / volume testing results (to be conducted till the desired parameters / results are achieved)
11	Cut-Over Data migration strategy document.

9.12.4 Final preparation Phase

This “Final Preparation Phase” shall be carried out for each Unit that shall Go-Live in all the Implementation Phases – I, II & III (as per Owner’s Go-Live plan as mentioned in section 3.3).

Bidder should prepare and agree with Owner, the detailed plan for Go-Live with details of locations (**in-line with Owner’s Go-Live plan as mentioned in section 3.3**), modules and user profile. The Go-Live plan should identify the training requirements and schedule for training the end-users at different locations and different user departments. The Bidder should define and agree with Owner, the criteria for Go-Live and the timelines for the same.

The Bidder shall undertake data migration from the legacy systems to ‘ONE-BHEL’ ERP solution. The Bidder along with Owner’s team shall undertake conversion and migration of transaction data, master data and cut-over data from the legacy systems.

Some of the important activities / deliverables during this phase would be

9.12.4.1 **Master Data Conversion and Migration**

The Data conversion activity typically includes five elements:

- Strategy for unification of code across the Owner organization as appropriate
- Extraction of existing data from legacy systems,
- Cleansing and formatting of data extracted from legacy systems as per the strategy provided,
- Uploading of the data to new system,
- Creating of new/additional data mandatory in new system.

To ensure adequate time is available to prepare the data for conversion & cleaning, activities of data conversion & cleaning should commence during early stages of the project to avoid any interruption & idling.

The Bidder should submit a high level Data Conversion Strategy Document during the Global Business Template stage of the project describing the broad data elements to be converted, source of the same, target ERP module and the detailed form in which the same will be converted (i.e. both at transaction level or at balance level and the coverage period). A time frame for activities such as data collection, cleansing and mapping, developing the necessary scripts, data migration, testing the same and eventual execution on the Production environment should also be indicated.

This activity should begin with the Bidder clearly mentioning in their Data Conversion Strategy Document what is the change in codification system is getting implemented along with the format in which data is to be prepared for uploading in the Integrated Solution. The Bidder should be able to assist the Owner in understanding the data collection templates and check the progress of data preparation for all modules on a regular basis. The Bidder should also help in ensuring that data integrity is maintained for data elements which are cross-functional / data elements which are required by the Integrated Solution and not a business need. The tasks to be performed by the Bidder / the Owner are tabulated below:

Tasks	Description
Data Identification and Preparation	<p>The Bidder should obtain complete understanding of the data which has to be migrated. The possibility and extent of summarized historical data which has to be migrated to ERP should also be assessed. This phase will consist of two steps:</p> <ol style="list-style-type: none"> 1. Data Profiling - involves studying the source data thoroughly to understand its content, structure, quality and integrity. The Owner would assist the bidder to gain functional knowledge in carrying out this activity. 2. Data Mapping - Once the data has been profiled, an accurate set of mapping specifications can be developed based on this profile considering the data requirements and new codification standard to be maintained in ERP. This activity will be done by the bidder. <p>The combination of data profiling and mapping will essentially be the first step of the data conversion exercise.</p>

	Summarized historical data that needs to be migrated should be clearly identified which would be uploaded in ERP in a consolidated manner and would be separated from the open transactional and opening balance data.
Data Cleansing	<p>After the data profiling and mapping is done, bidder needs to prepare & provide guidelines to identify duplicate / abnormal entries in database. Based on this, a checklist is prepared and handed over to the Owner for cleaning data.</p> <p>After the first round checks, the Owner takes responsibility for data sanitization before this can be migrated to new database. Bidder to do the data conversion/migration after receiving approval from respective authority.</p> <p>Data correctness / integrity would be ensured by the Owner while providing the data in the templates</p>
Developing data conversion scripts	The Bidder will develop scripts as may be required for data conversion activity.
Data Extraction	<p>This task includes pulling data from operational and external data sources in order to prepare the source data for Integrated Solution during the migration exercise. This step involves creation of data into the format required by ERP from data which is currently stored in the electronic / non – electronic format (hard copies).</p> <p>This task would be done by the Owner but may include certain manual data entry activities by the Bidder after extraction to comply with ERP format.</p> <p>The Owner will validate and sign off the data extracted prior to loading into ERP.</p>
Data Loading	The extracted data shall be loaded by the Bidder to the ERP pre-production server of ERP database and after error corrections to the ERP production database using the utilities or programs developed (Data Conversion Scripts).
Testing and Verification	<p>The Bidder is responsible for testing and verifying the accuracy of data which is loaded to ERP in terms of the following:</p> <ul style="list-style-type: none"> • Number of records created • Value of the data • Duplicate data • Translation of data from legacy to ERP <p>The Owner will validate and sign off the final data which is loaded in ERP.</p>

9.12.4.2 Cut-Over Data Conversion and Migration

The Data conversion activity typically includes five elements:

- Strategy for unification of code across the Owner as appropriate
- Extraction of existing data from legacy systems,
- Cleansing and formatting of data extracted from legacy systems as per the strategy provided,

- Uploading of the data to new system,
- Creating of new/additional data mandatory in new system.

To ensure adequate time is available to prepare the data for conversion & cleaning, activities of data conversion & cleaning should commence during early stages of the project to avoid any interruption & idling.

The Bidder should submit a high level Data Conversion Strategy Document during the Global Business Template stage of the project describing the broad data elements to be converted, source of the same, target ERP module and the detailed form in which the same will be converted (i.e. both at transaction level or at balance level and the coverage period). A time frame for activities such as data collection, cleansing and mapping, developing the necessary scripts, data migration, testing the same and eventual execution on the Production environment should also be indicated.

This activity should begin with the Bidder clearly mentioning in their Data Conversion Strategy Document what is the change in codification system is getting implemented along with the format in which data is to be prepared for uploading in the Integrated Solution. The Bidder should be able to assist the Owner in understanding the data collection templates and check the progress of data preparation for all modules on a regular basis. The Bidder should also help in ensuring that data integrity is maintained for data elements which are cross-functional / data elements which are required by the Integrated Solution and not a business need. The tasks to be performed by the Bidder / the Owner are tabulated below:

Tasks	Description
Data Identification and Preparation	<p>The Bidder should obtain complete understanding of the data which has to be migrated. The possibility and extent of summarized historical data which has to be migrated to ERP should also be assessed. This phase will consist of two steps:</p> <ol style="list-style-type: none"> 3. Data Profiling - involves studying the source data thoroughly to understand its content, structure, quality and integrity. The Owner would assist the bidder to gain functional knowledge in carrying out this activity. 4. Data Mapping - Once the data has been profiled, an accurate set of mapping specifications can be developed based on this profile considering the data requirements and new codification standard to be maintained in ERP. This activity will be done by the bidder. <p>The combination of data profiling and mapping will essentially be the first step of the data conversion exercise.</p> <p>Summarized historical data that needs to be migrated should be clearly identified which would be uploaded in ERP in a consolidated manner and would be separated from the open transactional and opening balance data.</p>
Data Cleansing	<p>After the data profiling and mapping is done, bidder needs to prepare & provide guidelines to identify duplicate / abnormal entries in database. Based on this, a checklist is prepared and handed over to the Owner for cleaning data.</p> <p>After the first round checks, the Owner takes responsibility for data sanitization before this can be migrated to new database. Bidder to do the</p>

	<p>data conversion/migration after receiving approval from respective authority.</p> <p>Data correctness / integrity would be ensured by the Owner while providing the data in the templates</p>
Developing data conversion scripts	The Bidder will develop scripts as may be required for data conversion activity.
Data Extraction	<p>This task includes pulling data from operational and external data sources in order to prepare the source data for Integrated Solution during the migration exercise. This step involves creation of data into the format required by ERP from data which is currently stored in the electronic / non – electronic format (hard copies).</p> <p>This task would be done by the Owner but may include certain manual data entry activities by the Bidder after extraction to comply with ERP format.</p> <p>The Owner will validate and sign off the data extracted prior to loading into ERP.</p>
Data Loading	The extracted data shall be loaded by the Bidder to the ERP pre-production server of ERP database and after error corrections to the ERP production database using the utilities or programs developed (Data Conversion Scripts).
Testing and Verification	<p>The Bidder is responsible for testing and verifying the accuracy of data which is loaded to ERP in terms of the following:</p> <ul style="list-style-type: none"> • Number of records created • Value of the data • Duplicate data • Translation of data from legacy to ERP <p>The Owner will validate and sign off the final data which is loaded in ERP.</p>

9.12.4.3 Users creation & authorizations

The Bidder shall create all Users as per functional requirement with proper authorizations. The user authorization matrix need to be prepared and the be given to administration group for creating the same

9.12.4.4 End User Training

The Bidder shall also provide hands on training to the end users as per the User Training Plan (**ref. section 9.11.3**). The training should be role based so that the users are confident of executing their responsibilities post implementation.

9.12.4.5 Black-out Period

The Bidder shall plan that black-out is as minimum as possible as it will hamper the Owner's operations which are very critical. The entire data to be transferred to the new System should be kept ready before start of black-out period.

The Bidder shall ensure that ERP Product OEM does the health check before each Go-Live of Phase locations and give a status report.

9.12.4.6 Phase Deliverables

The deliverables for this phase will include signed off documents covering but not limited to the following

Sl. No.	Project Deliverables
1	Communication plan for end-user communication during Go-Live <ul style="list-style-type: none"> • Target end-users • Areas of communication (e.g. support system, revised process details, etc.) • Channel of access for communication (e.g. contact person, phone number, e-mail ID, etc.)
2	End-user Training plan <ul style="list-style-type: none"> • Training courses, mode of training, venue of training and schedule of training • List of participants • Trainer details
3	Report on establishment of Helpdesk infrastructure outlining details of <ul style="list-style-type: none"> • Help desk infrastructure deployed • Helpdesk staff / contact details • Helpdesk service delivery processes
4	Schedule and Criteria for Go-Live (for each module / functional area) <ul style="list-style-type: none"> • Parameters to be considered for Go-Live • Sign-offs required for Go-Live • KPI target values and KPI monitoring plan
5	Definition of cutover strategy and plan
6	Data migration report indicating conclusion of data migration as per the plan <ul style="list-style-type: none"> • Data extraction carried out • Data cleansing undertaken • Data posting on ERP application • The schedule of data loading (master & cut-over data).
7	<ul style="list-style-type: none"> • System administration document • Data management and backup procedures • Security procedures • User responsibilities • Disaster recovery plan

9.12.5 Go-Live and Support Phase

This “Go-Live and Support Phase” shall be carried out for each location that shall Go-Live in all the Implementation Phases – I, II & III.

9.12.5.1 Go-Live

The Bidder shall ensure that all the data to be transferred is done during the black-out period and new System is released for the operations to the Owner. The transactions that are carried manually during the black-out period shall be ensured by the Bidder for smooth transition to the new System.

As part of go-live readiness, the bidder would be responsible to successfully demonstrate trial balance matching to balance sheet, taking into consideration line items details with values.

9.12.5.2 Implementation Support

Bidder shall provide post Go-Live Implementation support for a period of two months for all locations at respective locations. The end users should be made aware of the support infrastructure and support access methodology. The post Go-Live Implementation support should be through deployment of support staff that can register and resolve the queries and issues.

The changes that arise during the implementation of phases shall be carried out to the Global Business Template and the latest version to be rolled-out to the subsequent roll-out phases and location.

It is assumed that during this phase, the entire system would be stabilized at the end of Implementation support.

9.12.5.3 Performance Testing & Tuning

Performance Testing will take place at Owner’s site as per the approved Performance Testing plan. At the beginning of this phase, the performance testing benchmark environment, the performance requirements and the method of conducting the performance testing to determine system performance against the response time targets will be specified by the Bidder in consultation with the Owner.

If as a result of performance testing, Owner determines that one or more system performance requirements have not been satisfied, then each of these requirements will be recorded as a defect with a severity classification of “High”. The cost incurred for the fixing of the Problem shall be borne solely by the Bidder and such cost shall not be reimbursed by Owner.

The Bidder has to perform stress testing and load testing, as well assist Owner in performing the same. The bidder should use a tool to simulate post-go live environment for the same.

Indicative Response Time Performance Criteria		
User Activity to be guaranteed by the vendor	All ERP Users	
	LAN Users	WAN Users
Menu Navigation – Displaying the appropriate menu as per defined user role and profile	< 1 sec	< 2 sec
Screen Opening – Display of the selected data entry screen from the menu	< 2 sec	< 5 sec
Field Navigation – Navigation between different data entry fields in the Screen	< 1 sec	< 3 sec
Look up response – Display of items from a List of Values	< 1 sec	< 10 sec
Look up response – To display items from table	<5 sec	< 15 sec
Screen Navigation – Navigation between different data entry screens (from one to another)	< 1 sec	< 13 sec
Transaction Commit – Transaction saving after completing the data entry	< 2 sec	< 20 sec
Query retrieval – Online query entered by the user		
Simple query (data from single table/ view)	< 5 sec	< 12 sec

Medium Complexity query (data from two tables/ views)	< 8 sec	< 15 sec
High Complexity query (data from more than two tables/ views)	< 15 sec	< 20 sec
Reports response – Report fired by the user from the Report Generator		
Simple Report (report spooled from single table/ view)	< 10 sec	< 20 sec
Medium Complexity report (report spooled from two tables/ views)	< 30 sec	< 45 sec
High Complexity report (report spooled from more than two tables/ views)	< 1 min	< 3 min

9.12.5.4 Help Desk Support

Bidder is required to create and maintain a dedicated onsite Help Desk / hotline that will resolve problems and answer questions that arise from the use of the ERP solution as it is implemented. This will come into existence from end of Realization phase till the end of support period.

The help desk support to users shall be provided for all Owner working days from 6:00 AM to 10.00 PM. The details regarding telephonic support will be carefully considered, as this will have effect on the support response to Owner system end-users. The Bidders response and resolution time will be the basis for end-user support time in Owner’s service level agreements with the Bidder.

Help desk support starts from Phase 1 Go-Live and support phase start up-to completion of Go-Live and sustenance support phase of Business Intelligence & dashboards-Corporate MIRs.

Below is the Indicative response & resolution time matrix and shall be finalized by the Bidder and Owner:

Support Category	Criteria	Maximum Response Time	Resolution
Critical	The system cannot be used for normal business activities. There is certainty of financial loss to Owner.	30 Minutes	90 Minutes
Urgent	There is a problem with part of the system, which impacts on Owner’s decision making. No viable workaround is available. There is a likelihood of financial loss.	1 Hour	4 Hours
High	The efficiency of users is being impacted, but has a viable workaround.	4 Hours	2 days
Medium	A low impact problem that affects the efficiency of users but has a simple workaround.	5 Hours	5 days
Low	A fault, which has no particular impact on processing of normal business activities.	8 Hours	10 days

SLA Exclusions:

The time lost due to any of the following causes shall not be included in calculating "Resolution Time":

- Time lost due to power or environmental failures
- Time taken to recover the equipment because of power or environmental failures.
- Time taken for scheduled maintenance/troubleshooting (including backup and restore times) either for preventive purposes or improvement in function or other purposes.
- Time taken for reconfiguration or other planned downtime situations.
- Scheduled shutdowns as required by Owner. The Bidder may also request Owner for a shutdown for maintenance purpose, which request will not be denied unreasonably by Owner.
- Time taken for booting the systems.
- Time taken to get approval from all stakeholders for the exclusive availability of system for support activities where the prospective solutions can be tested prior to promotion into production.
- Time taken for Owner to approve the work around or fix.
- Time taken by the third-party vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.

In the event Owner's users are not defining the severities, the Bidder's team will analyze the problem and will set appropriate severity to the problem. In case if the Bidders support team does not agree with severity defined by Owner's user then all such disagreements will be discussed with Project Manager from Owner.

Other key factors to be addressed will be as follows:

- The escalation procedure for handing significant issues.
- The channels for contacting the help desk (telephone, toll-free number, email, etc.).
- Depth and breadth of help desk personnel (as well as 2nd and 3rd level support) knowledge and skills.
- Stability of help desk staffing.
- Quality and responsiveness of help desk personnel (this may be ascertained from client satisfaction survey data from the bidder's existing client base if available or through direct conversations with reference customers).

If the owner feels that the help-desk is not suitably staffed, the owner reserves the right of securing additional consultants for Help Desk. Owner also reserves the right of altering the composition of the help desk team, if required.

9.12.5.5 Sustenance Support

After 2 months Implementation support, the Bidder shall provide on-site Sustenance support from Owner's central location (**refer Implementation Plan section 3.3**). In exigency cases, as Owner decides, the Bidder shall visit the Owner's location for attending and resolving issues. The end users should be made aware of the support infrastructure and support access methodology. The Sustenance support should be through deployment of support staff that can register and resolve the queries and issues.

The changes that arise during the implementation of phases shall be carried out to the Global Business Template and the latest version to be rolled-out to the subsequent roll-out phases and location.

9.12.5.6 Phase Deliverables

The deliverables for this phase will include signed off documents covering but not limited to the following

Sl. No.	Project Deliverables
1	Issue log and issue resolution during the Go-Live
2	Go-Live sign-off document as per the criteria set for Go-Live
3	Issue log and resolution with details of <ul style="list-style-type: none"> • Time of issue registering and resolution • Owner's personnel who raised the issue • Category of calls (system query / process query / system issue)
4	KPI achievement report <ul style="list-style-type: none"> • KPI planned vs. achieved • Actions required to achieve the KPI's
5	Sign-off from end users for closure of all issues raised during the post implementation Period
6	Final submission of documents (after incorporating the changes undertaken during the entire project) <ul style="list-style-type: none"> • "To-Be" process design • Technology configuration document • System configuration document • End user documentation • System administration document
7	Document certifying the matching of line items of the Trial Balance with values.

9.13 Business Intelligence & Dashboards - CORPORATE MIRs

The Bidder shall establish the Business Intelligence (BI) landscape during the realization phase of the project. All the data of Owner's location going Live shall be moved to the BI platform. The total integrated Corporate MIRs and dashboards shall be realized and released for working.

BI database updation shall be at pre-defined frequencies automatically. The bidder has to keep provisions of incremental changes in BI from ERP data whenever required.

The solution should have capability of providing on-line information to facilitate tactical and operational decision-making. It should be possible for the Owner to configure a Business Intelligence Dashboard visually representing the key organizational performance data in a user-friendly manner.

Successful bidder shall create a portal for BI dashboards, scope not limited to:

- Development and deployment of well-designed interface which includes user administration, security and development features to create and maintain reports, charts, etc.
- Sharing of reports/queries, through portal, across the enterprise based on role based access.
- Creating a Business Intelligence dashboard personalized by job role.
- Development of charts and/or reports representing key performance indicators (KPI's)

- Ability to access the reports on Mobile Devices (Device Independent).
- Access to dashboard applications to users based on predefined criteria.

9.14 Center of Excellence (CoE)

The Bidder shall take necessary steps to create the Center of Excellence (CoE) from the Business Blueprint Phase, as per the CoE creation plan submitted during Project preparation phase. ERP Product OEM shall also be responsible for creation of CoE (ref. section 7.8).

The Bidder shall impart all the necessary trainings, knowledge transfer on the processes and methodologies to the Owner's personnel continuously throughout the Project period. The Bidder shall also conduct random tests intermittently to assess if sufficient knowledge is transferred to Owner's personnel.

The Bidder shall guide and maintain the CoE till the end of Support period and subsequent hand over the responsibility of the CoE maintenance to the Owner.

9.15 Implementation of Audit/review findings

The Changes arising out of ERP Product OEM reviews (ref. section 7.5) or any 3rd Party Audits conducted directly by the Owner, in order to bring execution in line with original proposal, at any stage of the project have to be incorporated after discussion of ERP Product OEM, Bidder and Owner without additional cost to the Owner.

10 Key Deliverables & Payment Schedule

~~10.1 Payment Schedule for License Cost Section Deleted~~

~~10.1.1 ERP Licenses & Add-on Engines Cost (incl. ATS) Section Deleted~~

~~Owner's ERP licenses requirement is specified in **Section 7.2** and payments for the Licenses shall be made progressively as the licenses are acquired.~~

~~The Bidder shall make provision for creation of End User License agreement (EULA) between Owner & ERP Product OEM and Owner shall make the payments to the ERP Product OEM based on the invoices raised by Bidder's ERP Product OEM.~~

- ~~➤ Payment for ERP Licenses & Add-on Engines shall be made as the licenses are acquired by the owner as per the plan specified in **Section 7.2**.~~
- ~~➤ ATS payment will be released at the Start of the Realization Phase (for the licenses acquired at start of realization phase) and subsequently after each 12 months period.~~
- ~~➤ The payments for ATS shall be done progressively as per the licenses being acquired by the Owner.~~
- ~~➤ For every stage, for those licenses which have not completed 12 months from its procurement date, ATS will be on proportionate basis.~~

10.1.2 ~~Other Software Cost (incl. ATS) Section Deleted~~

Payment for all other 3rd-party software supplied by the Bidder shall be made to the Bidder based on the invoices raised by the Bidder (**ref. section 9.6**).

- ~~For all 3rd party products, the Bidder shall mention total cost (quoted as per Annexure #17), ATS(%) and ATS Price as lump sum. The payment for 3rd Party software & ATS shall be as per the Percentage of licenses of total ERP licenses acquired by the Owner at different points. (Eg. At start of Realization phase: Licenses requirement is 3.75% of total license requirement for non-SAP ERP product, hence, the 3rd party software cost payable at start of Realization phase shall not be more than 3.75% of total 3rd party software cost and total ATS cost).~~

10.2 Payment Schedule for Licenses, Implementation, & ATS

The payment for 'ONE-BHEL' project Implementation shall be made to the Bidder based on invoices raised. The payments shall be made by the owner as per the milestone schedule mentioned in **Annexure #28**. The milestone payments as mentioned in **Annexure # 28** shall be % (percentage) of the total comprising of the following components:

- ERP, Add-ons, Third Party Licenses software
- Implementation services (Both ERP Product OEM as well as the IP)
- ATS of ERP, Add-ons, Third Party Licenses software till the completion of Post Go-Live support (Refer Section 3.3) or 48 months from the start of the project, whichever is later.

10.3 Payment Schedule for Manpower Cost

10.3.1 Solution Expert Consulting manpower cost

Payment for ERP Product OEM's manpower for Solution expert consulting services (**ref. section 7.7**) shall be made to the Bidder based on the invoices raised by Bidder.

Payments shall be made as per the actual no. mandays consumed by the Owner.

10.3.2 Bidder's manpower cost

Payment for Bidder's manpower shall be made to the Bidder based on the invoices raised by the Bidder.

10.4 Payment Schedule for Training Cost

The payments for certification trainings (**ref. section 9.11**) shall be made to the Bidder based on actual trainings imparted and invoices raised. Bidder's such invoices should be suitably supported by satisfactory training completion certificate from Owner's participants.

Training & certification cost is payable batch-wise, as per actual completion of training & certification of Owner's central core team.

10.5 Payment Schedule for Post Go-Live Support

The payment for 'ONE-BHEL' project post go-live support cost (**ref section 8.8.2**) shall be made on quarterly basis to the Bidder, based on invoices raised after completion of each quarter from commencement.

11 General Conditions of Contract

11.1 Deviations

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per **Annexure #11 No Deviation Certificate**. The bids with deviation(s) are liable for rejection.

11.2 Acceptance / Rejection of Bids

- Owner reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Owner reserves the right to assess the Bidder's capabilities and capacity. The decision of the Owner shall be final and binding.
- Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.
- Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.
- Both delayed as well as late tenders are liable for rejection. Hence, offers reaching within the due date & time in the tender box only will be accepted.
- In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, the Owner reserves the right to reject the Bid and forfeit the EMD.
- If there is any discrepancy in the price bid, it will be dealt as per the following:
 - If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words shall prevail.
 - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Owner, the bid is liable to be ignored.
- Any single criteria of Bid Pre-Qualification if not met by any Bidder, the bidder shall be disqualified & rejected.

11.3 Information Security Management System (ISMS)

Owner has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.

Owner's Information Security Policy is as follows: "BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements."

To mitigate the security risks, Operating Systems and all software including database & application software shall be configured as per "Best Practices" recommended by respective OEMs, initially and during the entire contract period. As per ISMS policy, various security requirements like password policies, backup policies etc are to be implemented in the system in consultation with the Owner.

Owner shall arrange to conduct the Vulnerability analysis / Penetration testing of database and application software on annual basis through agency certified to carry out such work. Report to be

submitted to owner and relevant corrective / preventive measures to be taken by bidder based on report outcome.

In line with the ISMS requirements, bidder and its staff shall ensure the protection of owner's information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.

The Bidder / personnel deputed by bidder shall comply with following requirements:

- Personnel shall follow the ISMS system requirements.
- Personnel shall present his / her identity proof to owner for getting proper authorization from owner. He/she shall not enter into owner's premises without proper authorization.
- Bidder / personnel deputed by bidder shall sign Non-Disclosure Agreement (NDA) in the specified format of owner.
- Bidder / personnel deputed by bidder shall maintain confidentiality of all information related to owner like server data, configuration, software, drawings, documents, manuals, processes etc. which was revealed during discussion or implementation.
- When allowed by proper authority, he / she shall work in secure area only in the presence of owner's staff.
- He / she shall maintain and service only those equipment which comes under his /her scope of contract.
- Bidder / personnel deputed by bidder shall ensure the return or destruction of information / data at the end of contract period and as and when required.
- Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- Any information security incident and / or security breaches shall be immediately reported to owner.
- In case of any violation of the above, it will amount to non-fulfilment of terms & conditions of the contract.

11.4 Confidentiality of Information

All the material / information sent to the Bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder and their employees deployed on the project have to furnish a Non-Disclosure Agreement (NDA) as per **Annexure #21 Non-Disclosure Agreement** in line with the Owner's Information Security Management System (ISMS).

11.5 Arbitration and Jurisdiction

- Any arbitration shall be under the 'Arbitration and Conciliation act 1996' and the rules there under as amended from time to time. Centre of arbitration shall be in New Delhi.
- The contract shall be governed by the Indian law. The suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi.

11.6 Sub-Contracting

The Bidder shall not assign this Contract or sub-contract any portion or portions of the Contract without Owner's prior written consent, however, it shall not absolve the Bidder of the responsibility of fulfilling Owner's requirements.

11.7 Risk Purchase

In case the bidder withdraws the offer submitted by him/ her after it is accepted by the Owner and fails to supply the goods and services as per the Terms & Conditions of the Contract, or at any time repudiated the contract wholly or in part, the Owner shall be at liberty to cancel the Purchase Order and to recover from the Bidder the extra cost and the other loss incidentals to the breach of Contract on the part of the Bidder apart from other legal recourses.

Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered to the Bidder.

11.8 Adjustment of Recovery

Any amount payable by the Bidder under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Bidder under any other works / contract awarded to him by any of the Owner's unit. This is without prejudice to any other action as may be deemed fit by the Owner. However, recourse to this clause will be had after exhausting all options available within the contract.

11.9 Force Majeure

"Force Majeure" means an event beyond the control of the Owner and the Bidder which makes it impossible or illegal for a party to perform the Contract, which is not attributable to the fault or negligence of the party affected and/or its Sub-Bidders and which could not have been foreseen or prevented by that party when exercising reasonable diligence, including but not limited to:

- earthquakes, landslides;
- explosion and fire, unless as a direct result of the Bidder or of his Sub Bidder's negligence or acts or omissions;
- riot, commotion, sabotage or civil disorder, unless solely restricted to employees of the Bidder or of its Sub-Bidders;
- contamination by radio-activity from any nuclear fuel, nuclear waste or radio-active toxic explosion;
- war, hostilities (whether or not war is declared), invasion, act of foreign enemies or embargo; and.
- rebellion, revolution, insurrection, or military or usurped power or civil war.

In the event of Force Majeure

- Neither the Owner nor the Bidder shall be responsible for any failure to fulfil its obligations under the Contract if and to the extent that fulfilment has been delayed, hindered or prevented by Force Majeure, provided that the Bidder shall have the benefit of this provision only if it takes all reasonable steps to protect the Work and minimise the effects of any Force Majeure event on the Work and the progress thereof.
- Should the Bidder be delayed by Force Majeure in performing any of its obligations under the Contract, that party shall notify the other party immediately giving the full particulars thereof along with tangible proof thereof submitted and intimated within 7 (seven) days of the onset of such event, in writing and shall use its best efforts to minimize the effect of the Force Majeure on the Work and to take remedial measures.

- In the event of Force Majeure, the obligations affected by Force Majeure shall be suspended, as will any payment in respect of the suspended obligations, and the parties shall consult together with the view to determining mutually acceptable measures to overcome the difficulties arising there from. Under no circumstances shall the Contract Price be increased for the financial impact on either party of any Force Majeure.

11.10 Commencement

- Effective date of Contract: This Contract shall come in to effect on the date of issue of Owner's signed Purchase Order. Such Purchase Order shall be accepted by the Implementation Partner within 7 Calendar days, from date of Purchase Order and shall be signed & sealed by bidder stating "Purchase Order Accepted" and return certified duplicate copy of owner.. If no such formal confirmation is received within the stipulated time of 7 Calendar days, then the contract is deemed to be accepted.
- The Bidder shall begin carrying out the services with installation of required hardware, software & services within one month after the date the Contract becomes effective.

11.11 Completion

The Project will have deemed to be completed at the end of Post Go-Live Support period when all the Deliverables have been met, verified, certified and accepted by the Owner.

11.12 Modification

Modifications of the terms and conditions of this contract, including any modification of the scope of the services or of the Contract price may only be made by written agreement between the Owner and the Bidder.

11.13 Termination and Suspension

Suspension of the Work

The Owner may, by a written order, instruct the Bidder to suspend the Work or any part of the Work for the period and in the manner which the Owner considers necessary. The Bidder shall cease work on said part of the Work on the effective date of suspension, but shall continue to perform any unsuspended part of the Work. During the suspension the Bidder shall properly protect and secure the Work so far as is necessary in the opinion of Owner.

The Owner shall not pay any costs incurred by the Bidder in giving effect to the suspension order, including under the following:

- necessary because of Force Majeure; or
- necessary for the proper execution of the Work, or any part thereof; or
- necessary because of some negligence, error or other default on the part of the Bidder; or
- necessary for the health or safety of Owner and/or Bidder Personnel, third parties or for the protection of the Work, Owner property or environment; or
- otherwise provided for in the Contract.

If the suspension of the Work is not attributable to any negligence, error or default of the Bidder, in the opinion of the Owner, and should be of such duration as to entitle the Bidder in the Owner's reasonable judgement to an extension of the Completion Date, the parties shall negotiate such extension.

The Owner may, at any time, authorise resumption of the suspended part of the Work by notifying the Bidder of the part of the Work to be resumed and the effective date of withdrawal of the suspension. The Work shall be promptly resumed by the Bidder after receipt of such notification.

Termination of the Contract

The Contract shall terminate on the date of the issuance of the certificate of Final Completion of the Work by operation of law without any notice being required, unless terminated earlier in accordance with the provisions of this Article or unless otherwise explicitly provided for in the Contract.

The Owner shall have the right at any time and at its absolute discretion to terminate the Contract by giving the Bidder notice of termination. Such notice shall become effective immediately after delivery to the Bidder or on such later date or after completion of such work in progress as specified by the Owner in the notice served one month in advance.

Default by Bidder

In the event of the failure, refusal or inability of the Bidder to perform any part of the Work in accordance with the Contract, the Owner may give notice of default to the Bidder stating the details of such failure. If the Bidder within fifteen (15) calendar days after receipt of such notice does not commence, or having commenced does not continuously proceed with action satisfactory to the Owner to remedy such failure, the Owner may issue a notice of termination by giving 30 days notice period, without prejudice to any other rights or remedies which the Owner may have under the Contract.

Effect of Termination Notice

In the event of a notice of termination being given by the Owner, the Bidder shall immediately, or upon such other date as is specified in such notice, terminate its performance of the Work and shall assign to the Owner, or its nominee, all rights and titles relating to the Work which the Bidder may directly or indirectly have acquired vis-à-vis third parties. In addition the Bidder shall take all such further steps as are necessary to enable the Owner, or its nominee, to take over the Bidder's position in the performance of the Work with the least possible disruption, all in accordance with the Owner's instructions.

Bidder's bankruptcy

In the event of the Bidder being adjudged bankrupt, applying for a legal moratorium of payments (surseance) or any similar form of legal action and in the event of any other factual or legal measures to the effect that the Bidder should lose at any time the facility of freely controlling, or of freely disposing of any substantial part of its assets or other facilities, or if, in the opinion of the Owner, the Bidder is likely to be subject to such type of action then the Owner may terminate the Contract, without prejudice to any rights or remedies which the Owner may have under the Contract.

Improper business conduct

The Owner shall be entitled to terminate the Contract and to recover from the Bidder the amount of any loss or damage resulting from such a termination if the Bidder, any Sub-Bidder, Bidder Personnel or representative of the Bidder or any Sub-Bidder, with the intention of obtaining an improper business advantage, either, enters into any business arrangements, or, pays any commissions or fees, or grants any rebates to, or gives any gifts or entertainment to, any officers, employees or agents of the Owner, or, commits any other act with such an intention.

Amounts payable on Termination

If the Owner terminates the Contract then, provided the termination is not in consequence of Force Majeure, bankruptcy etc., or improper business conduct, or the Owner exercising a specific right to terminate the Contract the Bidder shall be paid the following:

the value of the Work completed in accordance with the Contract up to the effective date of termination less any part of the Contract Price previously paid by the Owner to the Bidder, if any, and less any amounts due or owing by the Bidder to the Owner less any monies deductible due to reason of penalties and/or damages as applicable.

The total payment made to the Bidder under this Article shall in no event exceed the Contract Price.

If the Owner terminates the Contract, then the Bidder shall be entitled to payment for the value of Work completed in accordance with the Contract prior to the date of notification of termination by the Owner, or, the amounts actually paid under the Contract for such part of the Work, whichever is the lower. No further payments shall be due to the Bidder under the Contract.

The Bidder shall not be entitled to any costs, loss or damage sustained by the Bidder from discontinuance of part of the Work or from termination of the Contract.

If it is provided in the Contract that the Bidder shall pay a certain sum per day as penalties for delay in completing the Work, the Owner shall, in addition to such penalties, have the right to terminate the Contract under application of Articles to the above if Substantial Completion has not been achieved within the maximum number of days in respect of which penalties shall be payable.

If upon termination of the Contract the part of the Contract Price previously paid to the Bidder exceeds the total amount to which the Bidder is entitled, as calculated in accordance with this Article and after deduction of any amounts due to the Owner, then the Bidder shall repay the excess to the Owner within 45 days of receipt of a specified invoice, failing which the Owner may call on the performance bond.

Survival of terms and conditions

Termination of the Contract shall not relieve the parties of any continuing rights, obligations and liabilities under the Contract, including but not limited to the Articles headed "Right to audit", "Performance bond", "Liabilities and indemnification", "Ownership patents and other proprietary rights and "Confidentiality."

11.14 Negligence

If Bidder neglects to execute the scope of work with due diligence or expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Owner in connection with the scope of work or contravenes the provisions of contract, Owner may give notice in writing to the Bidder calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, Owner may rescind or cancel the contract.

11.15 Integrity Pact

The Owner has signed a Memorandum of Understanding (MoU) with 'Transparency India International' on Adoption of Integrity Pact by the Owner for all major tenders/contracts. Independent external monitor will be appointed by the Owner if this contract is sought to be covered in Integrity Pact and conformance to Integrity Pact will be submitted by the bidder. The Integrity Pact, as mentioned in **Annexure #27 Integrity Pact**, will form part of this contract.

11.16 Reverse Auction

The Owner reserves the right to finalize the Price Bids based on Reverse Auction procedure for the technically qualified Bidders. If the Owner decides not to go for Reverse Auction, the Sealed Price Bids will be opened for tender evaluation in respect of technically qualified Bidders only. In the event a qualified bidder refuses to participate in Reverse Auction, Owner reserves the right to reject the offer.

11.17 Delivery Period

Delivery period is 36 months or end of sustenance support period for Business Intelligence & Dashboards - CORPORATE MIRs phase, whichever is more (**refer Section 3.3 Implementation Plan**).

11.18 Payment Terms

Payment terms are linked to major milestone activities identified and percentage as stipulated in Payment Schedule for Implementation Effort.

11.18.1 Sufficiency of Contract Price

- The Bidder shall be deemed to have satisfied itself on and taken due account in the Contract Price of:
 - all the conditions and circumstances affecting the Contract Price;
 - carrying out the Work as described in the Contract & instructions issued by the owner time to time;
 - general circumstances at field sites;
 - general personnel requirements and restrictions; and
 - the incidental costs to be borne by the Bidder.
- The Contract Price shall cover the completion of the Work and all other obligations of the Bidder and all costs direct, indirect & consequential, incurred by the Bidder for and in connection with the Work and shall be fixed for the duration of the Contract.

11.18.2 Payments Due

In consideration of the Bidder's performance of the Work, the Owner shall pay the Bidder the Contract Price in accordance with the Contract, except where it is explicitly provided that the Owner shall carry out an obligation under the Contract at its own cost, all things required to be supplied, temporary and permanent or performed by the Bidder under the Contract shall be at the Bidder's cost and deemed to be included in the Contract Price.

11.18.3 Submission of invoice

1. All invoices along with Owner's authorised signatory work done certificate, and other applications for payment shall be submitted in accordance with the requirements of Procedures detailed in this Contract.
2. If the Owner disputes any item on any invoice in whole or in part and or charges claimed for uncertified works or if the invoice is prepared or submitted incorrectly in any respect, the Owner shall pay only the undisputed portion of a disputed invoice.
3. Neither the presentation nor payment of an individual invoice shall be irrevocable or constitute a settlement of a dispute, or otherwise waive or affect the rights of the parties hereunder.

4. Along with the invoice for payment against a milestone, all the necessary documents linked to the milestone with proper certifications by the designated officer assigned by the Owner should be submitted by the Bidder.

11.18.4 Form of Payment

1. Within forty five (45) days of receipt of the correctly prepared and adequately required documentary supported invoice duly certified by the Owner for fulfilling the criteria for payment, the Owner shall pay the amount of such invoice into a nominated bank account of the Bidder, provided the Bidder has submitted such invoice in accordance with the provisions of this clause/Article.
2. All payments made by the Owner to the Bidder shall be made by bank transfer to the latter's nominated bank account. The nominated account shall be in the name of and solely owned by the Bidder.

11.18.5 Right to offset

- Notwithstanding anything herein contained, the Owner shall always have the right to set off against any payment which may be due or become due to the Bidder any moneys which may be owing or payable by the latter to the Owner or recoverable by the Owner from the Bidder.
- If the Owner at any time incurs costs for works which are under the provisions of the Contract of the Bidder, the Owner shall recover the same with handling charges from the invoices of the Bidder.
- If a dispute connected with the Contract exists between the parties, the Owner may hold from any money which becomes payable either the equivalent of the Owner's estimated value of the portion of the Work which is under dispute or the amount which is the subject of the dispute.
- However, recourse to this clause will be had after exhausting all options available within the contract.

11.18.6 Final Completion

The issue of a Final Completion certificate shall not absolve the Bidder from the obligation to remedy, or indemnify the Owner for the cost of remedying, latent defects which transpire within ten years from the issue of the Final Completion certificate and which are attributable to the Bidder, a Sub-Bidder or Bidder Personnel. In this Article, the term "latent defect" shall mean a defect which produces no readily observable effects prior to the issue of the Final Completion certificate and which is attributable to an unfit for purpose design, or to poor or faulty engineering or workmanship, or to Materials which do not conform to the Contractual specifications or are unfit-for-purpose

11.19 Limitation of Liability

Limitation of liability is the amount paid under the subject contract plus original contract value. However, this is subject to applicable exceptions which pertain to the areas for which losses cannot be ascertained at this stage, for eg. Wilful negligence, Confidentiality & IPR breach, Property damage etc.

12 Special Conditions of Contract

12.1 Resource Deployment

- Bidder shall deploy the minimum resources as mentioned in this document. Failure to deploy minimum number of resources & concurrently will attract penalty as mentioned in **Annexure #22 Penalty**.
- The team members of the Bidder should be permanent staff of the Bidder.
- All Project Managers, Functional Leads, Technical Leads working on the project must be ERP Product OEM certified on their respective deployment area.
- During the project implementation period and for a period of one year thereafter,
 - The project team member of neither the Owner nor the Bidder will directly recruit, hire, employ, engage, or discuss employment with the project team members of the other party without prior written approval of the other party.
 - The Bidder shall not employ the Owner's project team member/retired employee in an advisory role.

12.2 Resource Replacement

- The Bidder must not replace any personnel of the Project Team unless the personnel has resigned from the Bidder's Organization. If for any reason beyond the control of the Bidder, there arises a need to replace any personnel, the bidder shall provide a replacement person of equal or better qualification and experience, subject to written approval of the CV(s) by Owner.
- The Owner, by notice to the Bidder, may object to any representative or person employed by the Bidder in the execution of the contract who, in reasonable opinion of the Owner, may have behaved inappropriately, be incompetent, or be negligent. The Bidder shall remove such person from work on the contract and promptly appoint a replacement person of equal or better qualification and experience, subject to written approval of the owner.

12.3 Jointly and severally responsibility

- Owner's ERP Consultant (PwC) and Consortium members (participating as consortium in this RFP response) shall be **jointly and severally responsible** for the performance of the Integrated Solution.

12.4 Go-Live deferment

- The Owner reserves the right to defer the Go-Live for any/ multiple location.
- In case of such deferments, Owner is not liable to make any further payments for Licenses & Implementation activities and no penalties shall be imposed on the bidder.
- Such deferment(s) shall be limited to a maximum of 3 months.

12.5 Expected operational performance

The 'ONE-BHEL' project is service oriented and the expected performance is in the form of Service Level agreement (SLA) between the Bidder and the Owner. The SLA specifies the expected levels of service to be provided by the Bidder to the Owner. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties as specified in **Annexure #22 Penalty**.

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:
 - e-Procurement as part of 'ONE-BHEL' - ERP project should have PKI enabled solution having compliance to extant CVC guidelines and IT Act 2000.
 - The e-Procurement solution shall be work-flow based.
 - The e-Procurement solution must comply to CVC Circular No. 01/01/2012 dated 12.01.2012 for abidance of 'Guidelines for compliance to Quality requirements of e-Procurement Systems' dated 31st August, 2011 notified by Department of Electronics & Information Technology (DeitY), Ministry of Communications & Information Technology [DIT/STQC Guidelines].

- The solution shall also be certified by STQC for compliance to above guidelines.
 - Further, guidelines/instructions issued by Government from time to time relating to e-procurement solution shall be adhered to.
 - The cost of e-Procurement solution shall be inclusive of any certification charges.
- 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 atleast **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	Maximum Marks
1	Global Implementation Experience	The Bidder will get 3 marks for providing 1 (One) citation of minimum 3000 licenses / 2 marks for providing 2 (Two) citations of minimum 1500 licenses/ 1 mark for providing 3 (Three) citations of minimum 1000 licenses. For each additional citation of implementations having minimum 1000 licenses, additional 1 mark will be awarded per citation.	5 marks
2	Implementation of ERP Functions	The Bidder shall get 2 marks for providing single citation covering implementation of all the following functions: Sales, Marketing & Dispatch, Project Management, Material Management, Production Management, Financial Management & costing, Engineering,	2 marks

S.No.	Citation area	Citation Detail	Maximum Marks
		<p>Quality & Plant Maintenance.</p> <p>The Bidder shall get 1 mark for providing 2 (two) citations jointly covering implementation of all the following functions:</p> <p>Sales, Marketing & Dispatch, Project Management, Material Management, Production Management, Financial Management & costing, Engineering, Quality & Plant Maintenance.</p>	
3	Implementation in Engineering & Manufacturing industry	<p>The Bidder shall get 1 mark each for providing the citations of offered ERP product Implementation in Engineering & Manufacturing industry with atleast 500 licenses.</p> <p><i>Note:- The Bidder can provide maximum of 5 such citations.</i></p>	5 marks
4	Implementation in Engineering, Procurement, Installation & commissioning Sector	<p>The Bidder shall get 1 mark each for providing the citations of offered ERP product Implementation in Engineering, Procurement, Installation & commissioning Sector with atleast 500 licenses.</p> <p><i>Note:- The Bidder can provide maximum of 5 such citations.</i></p>	5 marks
5	Current implementation experience	<p>The Bidder shall get 1 mark each for providing 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.</p> <p><i>Note:- The Bidder can provide maximum of 5 such citations.</i></p>	5 marks
6	Large implementation Experience	<p>The Bidder shall get 1 mark each for providing the citations related to the implementation of the offered ERP product in India with at least 1000 licenses in each of the implementation.</p> <p><i>Note:- The Bidder can provide maximum of 5 such citations.</i></p>	5 marks
7	Multi location Implementation	<p>The Bidder shall get 1 mark each for providing the citations related to the</p>	

S.No.	Citation area	Citation Detail	Maximum Marks
	Experience	implementation of the offered ERP product in a company with multiple locations (minimum 5 locations). <i>Note:- The Bidder can provide maximum of 3 such citations.</i>	3 marks
Total			30

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.
- 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.

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.)
Area-1	5	3	4	3
Area-2	2	1	2	1
Area-3	5	4	2	1
Area-4	5	4	5	5
Area-5	5	5	5	5
Area-6	5	3	4	5
Area-7	3	3	2	2
Bidders' Raw Score	30	23	24	22
Bidders' Score (Out of 20)		$(23/30)*20=15.33$	$(24/30)*20=16$	$(22/30)*20=14.67$

As per Minimum cut-off marks (60%) for Client Citations section of Technical evaluation, all the Bidders above qualify for this section.

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	1 mark – Acceptable presentation / document by Bidder. 2 marks – Additional 1 mark if the Bidder provides evidence(s) of having

			<p>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 levels in Owner’s entire establishment.	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>
			<p>1 mark – Acceptable presentation / document by Bidder.</p> <p>2 marks – Additional 1 mark if the Bidder provides</p>

4	Integration Approach with Owner's Engineering & PLM software and SAP-HR	3	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.
6	Support and Maintenance covering: <ul style="list-style-type: none"> • Bill of services offered under support and maintenance. • 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	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.
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

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
1.	Global Annual Financial Turnover	<p>The ERP Product Vendor must meet BOTH the following criteria for at least 2 years out of the last 3 years:</p> <ol style="list-style-type: none"> Global Annual turnover of at least INR 2000 Crores per year. The company should be profit making. 	<p>Audited financial statements for the last three financial years</p> <p>OR</p> <p>Statutory auditor's certificate for the last three financial years</p> <p>OR</p> <p>Self-certification from authorized signatory for the last three financial years. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p>
2.	Indian Annual Financial Turnover	<p>The ERP Product Vendor must meet ALL criteria stated below for at least 2 years out of the last 3 years:</p> <ol style="list-style-type: none"> Annual turnover from Indian Business of at least INR 400 Crores per year. Annual turnover of INR 80 Crores per year from ERP Business in India. The company should be profit making. 	<p>Audited financial statements for the last three financial years</p> <p>OR</p> <p>Statutory auditor's certificate for the last three financial years</p> <p>OR</p> <p>Self-certification from authorized signatory for the last three financial years. (Self-certification should be supported by Board resolution empowering the</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			authorized signatory to sign on behalf of the company)
Experience			
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 OR Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company) OR Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
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.	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p>
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.	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p>
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.	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			empowering the authorized signatory to sign on behalf of the company) OR Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)
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 OR Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company) OR

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p>
8.	Experience in Indian PSU	<p>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.</p>	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies along with self-certification of ERP product OEM from authorized signatory. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)
Technical			
9.	India specific Tax Compliance	The offered ERP product must meet Indian tax requirement and also capable of incorporating future changes	Provide self-certificate from authorized signatory stating how the product will incorporate future changes, as & when applicable. Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company
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.
Others			
11.	Registration In India	The company should have registered office in India	Registration certificate
12.	Research & Development	The company should have at least one Research & Development centre for offered ERP product in India	Provide self-certificate containing the address of the Research &

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
	centre in India	from last 3 years as on 31st March 2013 and with minimum 500 employees.	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 center in India with the center having the capacity of imparting training 3-4 batches at a single center in parallel with not more than 15-20 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 and/or Govt. of India.	Provide self-certificate from company's authorized signatory
16.	J&S Responsibility	The offered ERP Product Vendor must be Jointly and 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
Financial			
1.	Global Annual Financial Turnover	<p>The Implementation Partner must meet ALL criteria stated below for at least 2 years out of the last 3 years:</p> <ol style="list-style-type: none"> 1. Global Annual turnover of more than INR 2000 Crores per year. 2. Global Annual turnover of INR 400 Crores per year from offered ERP product Implementation Business 3. The Company should be profit making. <p>Note : -ERP Product Implementation Business is defined as implementation, roll-out, support & functional upgrade work conducted by the bidder including ERP license costs and related Hardware costs, if these are attributable to the turnover of the company.</p>	<p>Audited financial statements for the last three financial years</p> <p>OR</p> <p>Statutory auditor's certificate for the last three financial years</p> <p>OR</p> <p>Self-certification from authorized signatory for the last three financial years. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p>
<p>Note : -ERP Product Implementation Business is defined as implementation, roll-out, support & functional upgrade work conducted by the bidder including ERP license costs and related Hardware costs, if these are attributable to the turnover of the company.</p>			
2	Indian Annual Financial Turnover	<p>The Implementation Partner must meet ALL criteria stated below for at least 2 years out of the last 3 years:</p> <ol style="list-style-type: none"> 1. Annual turnover from Indian Operations of more than INR 500 	<p>Audited financial statements for the last three financial years</p> <p>OR</p> <p>Statutory auditor's certificate for the last</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
		<p>Crores per year.</p> <p>2. Annual turnover of INR 100 Crores per year ERP product Implementation Business.</p> <p>3. The company should be profit making at least for 2 years out of the last 3 years.</p>	<p>three financial years</p> <p>OR</p> <p>Self-certification from authorized signatory for the last three financial years. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p>
<p>Note : -ERP Product Implementation Business is defined as implementation, roll-out, support & functional upgrade work conducted by the bidder including ERP license costs and related Hardware costs, if these are attributable to the turnover of the company.</p>			
<p>Experience</p>			
3	Global Implementation Experience	<p>The Implementation Partner must have implemented offered ERP product for at least (1) one implementation having minimum 3000 licenses. OR</p> <p>The Implementation Partner must have implemented offered ERP product for at least (2) two implementations having minimum 1500 licenses each.</p> <p>OR</p> <p>The Implementation Partner must have implemented offered ERP product for at least (3) three implementations having minimum 1000 licenses each.</p>	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
4	Implementation of ERP Functions	<p>The Implementation Partner must have implemented each of the following function in any of the two (2) implementations considered together for the offered ERP product :</p> <p>Sales, Marketing & Dispatch, Project Management, Material Management, Production Management, Financial Management & costing, Engineering, Quality & Plant Maintenance.</p>	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>(completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
5	Implementation in Engineering & Manufacturing industry	The Implementation Partner must have implemented offered ERP product in at least 1 company in Engineering & Manufacturing sector with atleast 500 licenses.	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
6	Implementation in Engineering, Procurement, Installation & commissioning	The Implementation Partner must have implemented the offered ERP product in at least 1 company in Engineering,	Completion certificate from the Customer for each complete implementation

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
	Sector	Procurement, Installation & commissioning Sector with atleast 500 license in each installation.	<p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
7	Current implementation experience	The Implementation Partner must have implemented offered ERP product for at least 5 (Five) Customers in last 5 years with at least 500 licenses in each implementation.	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>the Owner, such claims of Bidder shall be rejected</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
8	Indian Government / Indian PSU experience	The Implementation Partner in the last financial year must have revenue of more than INR 50 Crores from Software business with the Indian Government / Indian PSU.	<p>Audited financial statement for the last financial year.</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
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.	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>or give inadequate response, as decided by the Owner, such claims of Bidder shall be rejected</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
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).	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			<p>mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with the required details</p>
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>	<p>Completion certificate from the Customer for each complete implementation</p> <p>OR</p> <p>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</p> <p>OR</p> <p>Client certificates issued by Project Manager/ above level personnel of the client / authorized signatory and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered in the implementation, date of implementation (completion date)</p> <p>Annexure # 15 Citations duly filled in with</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
			the required details
Others			
12	Quality Certifications	<p>The Implementation Partner must have following valid certificates:</p> <ul style="list-style-type: none"> • Level 5 SEI CMMi OR 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	Recognition status by ERP Product OEM clearly stating the Category and number of years the partnership is active

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
		least last 5 years & it should be currently active as well.	
16	Client Satisfaction	The Bidder Company should not have been black listed by PSU, Govt. of India.	Provide self-certificate from company's authorized signatory
17	J&S Responsibility	The Implementation Partner & offered ERP product OEM must be Jointly and 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 implementation plan as mentioned in section 3.3.

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)

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	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 (Cost of Add-on engines not to be considered in Medium Users cost)	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 (Cost of Add-on engines not to be considered in Business Partners cost)	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	Add-on Engines ** Break-up of Add-on engines to be provided in Annexure #17.3	ATS (% of License Price)						
		ATS Price in INR						
		ATS Period in Months						
		Price in INR						
		ATS (% of 3rd party products / software License Price)						
5	3rd party products / software ** Break-up of 3rd party products / software to be provided in Annexure #17.4	ATS Price in INR						
		ATS Period in Months						
		Price in INR						
		ATS (% of 3rd party products / software License Price)						
		ATS Price in INR						
6	Annual Technical Support for Owner's existing SAP Licenses (2129 nos.)	ATS Period in Months						
		Owner's existing SAP licenses		975		1154		
		ATS (%)						
		ATS 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 deployment plan and for the period starting from first license procurement to end of Post Go-Live Support phase.</p>								

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	ERP Transaction Users	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	ERP Medium Users (Cost of Add-on engines not to be considered in Medium Users cost)	ATS Period in Months						
		No. of Licenses (a)			1000	800	1000	2800
		License Price per Unit in INR (b)						
		License Price in INR (a x b)						
		ATS (% of License Price)						
3	Business Partners (Cost of Add-on engines not to be considered in Business Partners cost)	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	Add-on Engines ** Break-up of Add-on engines to be provided in Annexure #17.3	ATS (% of License Price)						
		ATS Price in INR						
		ATS Period in Months						
		Price in INR						
5	3rd party products / software ** Break-up of 3rd party products / software to be provided in Annexure #17.4	ATS (% of 3rd party products / software 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						
For ATS - Amount to be quoted as per Owner's license deployment plan and for the period starting from first license procurement to end of Post Go-Live Support phase.								

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 Add-on Engines 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 (a)	Rate Per Unit (b)	Cost (a X b)
1	<Add-on Engines -1>				
2	<Add-on Engines -2>				
3	<Add-on Engines -3>				
4	...				

Annexure #17.4 (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 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 (a)	Rate Per Unit (b)	Cost (a X b)
1	<3rd Party Software -1>				
2	<3rd Party Software -2>				
3	<3rd Party Software -3>				
4	...				

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:

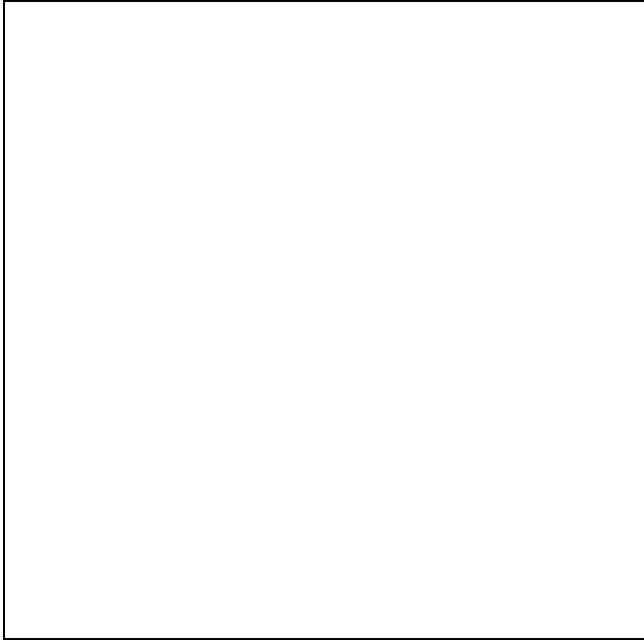
Tel No.:

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 (Section 7.7 Resources for Solution Expert Consulting Services) / Implementation Partner (Section 5.8 Resources for Amendments & Variations) 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.	7.5% 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 @0.5% of the total contract price for delay of each week or part thereof.	10% 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 @0.5% 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	7.5% of the total contract price

S. No.	Parameter	Penalty	Ceiling
		resource shortfall for each day.	
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 out of periodic Quality Audits, the payment to the Bidder will be liable for deduction @0.5% of the total contract price for each non-compliance.	7.5% of the total contract price

Note: The total cumulative penalty for the above shall not exceed 10% 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)	