

Reference	Original Text	Revised Text
<p>11.12 <i>Termination and Suspension</i></p>	<p>The Owner shall have the right at any time and at its absolute discretion to terminate the Contract by giving the Bidding Consortium notice of termination. Such notice shall become effective immediately after delivery to the Bidding Consortium 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.</p>	<p>The Owner shall have the right at any time and at its absolute discretion to terminate the Contract by giving the Bidding Consortium notice of termination for any of the reasons mentioned below. Such notice shall become effective immediately after delivery to the Bidding Consortium 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.</p>
<p>11.17.5 <i>Final Completion</i></p>	<p>The issue of a Final Completion certificate shall not absolve the Bidding Consortium 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 Bidding Consortium, a Sub-Bidder or Bidding Consortium 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.</p>	<p>The issue of a Final Completion certificate shall not absolve the Bidding Consortium from the obligation to remedy, or indemnify the Owner for the cost of remedying, latent defects which transpire within three (3) years from Final Completion certificate and which are attributable to the Bidding Consortium, a Sub-Bidder or Bidding Consortium 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.</p>
<p><i>Annexure #8 Bank Guarantee Format</i></p>	<p>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.</p>	<p>4. This guarantee shall come into force from the date of issue of this guarantee and shall remain revocably valid and inforce upto _____.</p>

Reference	Original Text	Revised Text
<p>11.9 <i>Commencement</i></p>	<ul style="list-style-type: none"> • 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 Leader of the Consortium within 7 Calendar days, from date of Purchase Order and shall be signed & sealed by Leader of the Consortium stating “Purchase Order Accepted” and return certified counterparts in two originals to the Owner. If no such formal confirmation is received within the stipulated time of 7 Calendar days, then the Contract/Purchase Order is deemed to be accepted. • The Bidding Consortium shall begin carrying out the services with installation of required hardware, software & services within one month after the date the Contract becomes effective. 	<ul style="list-style-type: none"> • Effective date of Contract: This Contract shall come in to effect on the date of receipt of Bidder’s acceptance of Owner’s signed Purchase Order along with necessary documents & deposits as mentioned in section 5.7, however, not later than 15 days from the date of issue of PO by the Owner. • The Bidding Consortium shall begin carrying out the services with installation of required hardware, software & services within one month after the date the Contract becomes effective.
<p>11.7 <i>Risk Purchase</i></p>	<p>In case the Bidder Consortium 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 obtain the supply of goods & services as per terms & conditions of the Contract through alternate source at the risk & cost of the Leader of the Consortium. However, the cost of Risk Purchase shall be limited to value specified under Limitation of Liability clause.</p> <p>Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered.</p>	<p>In case the Bidder Consortium 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 (for reasons other than Force Majeure), the Owner shall be at liberty to cancel the Purchase Order and obtain the supply of goods & services as per terms & conditions of the Contract through alternate source at the risk & cost of the Leader of the Consortium. However, the cost of Risk Purchase shall be limited to value specified under Limitation of Liability clause.</p> <p>Prior to invoking Risk Purchase clause, notice period of thirty (30) days and cure period of ninety (90) days will be offered.</p>

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<p>11.4 <i>Confidentiality of Information</i></p>	<p>All the material / information sent to the Bidding Consortium shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. For the avoidance of doubt, the Owner's decision on persons having such authority to receive such information shall be final. The successful Bidding Consortium 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).</p>	<p>All the material / information sent to the Bidding Consortium shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. For the avoidance of doubt, the Owner's decision on persons having such authority to receive such information shall be final. The successful Bidding Consortium and their employees deployed on the project have to furnish a Non-Disclosure Agreement (NDA) as per Annexure #21 Non-Disclosure Agreement.</p>
<p>11.16 <i>Delivery Period</i></p>	<p>Delivery period is 36 months from the date of issuance of Purchase Order (PO).</p>	<p>Delivery period is 36 months from the date of receipt of Bidder's acceptance of Owner's signed Purchase Order along with necessary documents & deposits as mentioned in section 5.7.</p>
<p>5.9.2 <i>Post Award Stage</i></p>	<p>Upon successful signing of the Contract arising out of the present Tender No. M1A1N05271, Dated: 19th April 2014, 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.</p>	<p>Upon successful signing of the Contract arising out of the present Tender No. M1A1N05271, Dated: 19th April 2014, and its corrigendum's and revisions 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.</p>

Reference	Original Text	Revised Text
<p>4.9 Earnest Money Deposit (EMD)</p>	<p>EMD shall remain valid as per clause 4.8 above.</p> <p>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.</p>	<p>EMD shall remain valid up to 90 days from the actual date of opening of Techno-Commerical / Un-priced Bids.</p> <p>c) The Bidder not abiding by Section 5.7 w.r.t to failure to accept the issued PO within a maximum of 15 (Fifteen) Calendar days along with necessary documents & deposits as mentioned in section 5.7.</p>
<p>2 Definitions</p>	<ul style="list-style-type: none"> • 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. • 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. • Final Completion: Shall mean that the end of Warranty Period, including any extension thereof, has expired, when so certified by the Owner. • Contract Price: Shall mean the Total Price as per Annexure #16 less the price associated with sl. no. 3, 4 & 5 therein. 	<ul style="list-style-type: none"> • 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 Owner interest in the subsidiary. • 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. • Final Completion: Shall mean that the actual end of Post Go-Live support phase. • Contract Price / Total Contract Value / Total Contract Value: Shall mean the Total Price as per Annexure #16 less the price associated with sl. no. 3, 4 & 5 therein.

Reference	Original Text	Revised Text
4.4.2 Envelope 2	<p>Sl. No. 3 Content: Board Resolution authorizing participation in the present tender and/or tenders of similar classification/nomenclature. Remarks: 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.</p>	<p>Sl. No. 3 Content: Board Resolution / Articles of Association / Memorandum of Association authorizing participation in the present tender and/or tenders of similar classification/nomenclature. Remarks: The Board Resolution / Articles of Association / Memorandum of Association 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.</p>
9.2 General Scope	25) Provide Support services during Warranty period for entire solution.	25) Provide Support services till end of Post Go-Live support period for entire solution.
8.1.1 Project Management Structure	<ul style="list-style-type: none"> Core Group, consisting of functional experts, technical experts and infrastructural experts provided by the Bidding Consortium, technical resources (IT) and functional resources (core and business users) from the Owner. 	<ul style="list-style-type: none"> Core Group, consisting of functional & technical experts provided by the Bidding Consortium, technical resources (IT) and functional resources (core and business users) from the Owner.
7.3.3 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.	Technical Review will be an analysis of the technical implementation components and operational procedures, such as security, backup, performance management.
Annexure #33 ERP Product OEM certificate		Annexure Deleted.
4.4.3 Envelope 3	18. ERP Product OEM Certificate As per Annexure #33	Deleted.

Reference	Original Text	Revised Text																
<p>9.6 Supply and Installation of Software & Application Licenses and Annual Technical Support (ATS)</p>	<p>The table below gives the requirement of Licenses in case of a SAP ERP product.</p> <table border="1" data-bbox="741 331 1361 754"> <thead> <tr> <th data-bbox="741 331 913 528">License requirement by Phases</th> <th data-bbox="913 331 1106 528">Actual Start of Phase-I Final Preparation Phase</th> <th data-bbox="1106 331 1274 528">Actual Start of Phase-III Final Preparation Phase</th> <th data-bbox="1274 331 1361 528">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="741 528 913 754">Transaction Users</td> <td data-bbox="913 528 1106 754">2050 (25 Users out of these will be used for Development)</td> <td data-bbox="1106 528 1274 754">1525</td> <td data-bbox="1274 528 1361 754">5875</td> </tr> </tbody> </table>	License requirement by Phases	Actual Start of Phase-I Final Preparation Phase	Actual Start of Phase-III Final Preparation Phase	Total	Transaction Users	2050 (25 Users out of these will be used for Development)	1525	5875	<p>The table below gives the requirement of Licenses in case of a SAP ERP product.</p> <table border="1" data-bbox="1413 331 2033 754"> <thead> <tr> <th data-bbox="1413 331 1585 528">License requirement by Phases</th> <th data-bbox="1585 331 1778 528">Actual Start of Phase-I Final Preparation Phase</th> <th data-bbox="1778 331 1946 528">Actual Start of Phase-III Final Preparation Phase</th> <th data-bbox="1946 331 2033 528">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="1413 528 1585 754">Transaction Users</td> <td data-bbox="1585 528 1778 754">2010 (25 Users out of these will be used for Development)</td> <td data-bbox="1778 528 1946 754">1515</td> <td data-bbox="1946 528 2033 754">5825</td> </tr> </tbody> </table> <p>** Other licenses nos. and phases remain the same.</p>	License requirement by Phases	Actual Start of Phase-I Final Preparation Phase	Actual Start of Phase-III Final Preparation Phase	Total	Transaction Users	2010 (25 Users out of these will be used for Development)	1515	5825
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<p>9.6 Supply and Installation of Software & Application Licenses and Annual Technical Support (ATS)</p>	<ul style="list-style-type: none"> 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.). 	<ul style="list-style-type: none"> Owner's existing SAP-ERP licenses (2175 nos.) to be factored at Actual Start of Phase-I Final Preparation Phase (1011 nos.) and at Actual Start of Phase-III Final Preparation Phase (1164 nos.). 																
<p>3.3 Implementation Plan</p>		<p>Refer addendum for revised figure for implementation plan</p>																

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 required
1.	Global Annual Financial Turnover	The ERP Product Vendor must meet BOTH the following criteria for at least 2 years out of the last 3 years: <ol style="list-style-type: none"> 1. Global Annual turnover of at least INR 2000 Crores per year. 2. The company should be profit making. 	Audited financial statements for the last three financial years.
2.	Indian Annual Financial Turnover	The ERP Product Vendor must meet ALL criteria stated below for at least 2 years out of the last 3 years: <ol style="list-style-type: none"> 1. Annual turnover from Indian Business of at least INR 400 Crores per year. 2. Annual turnover of at least INR 80 Crores per year from ERP Business in India. 3. The company should be profit making. 	Audited financial statements for the last three financial years. OR Statutory auditor's certificate for the last three financial years OR 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.)

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
<u>Experience</u>			
3.	Globally Accepted ERP Product	<p>The offered ERP product should have been implemented in 5 different countries in last 8 years. This should be 5 independent installations (for different clients) with at least 1000 licenses in each installation.</p> <p>Reference date shall be 31st March 2014.</p>	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies in public domain 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 authorized signatory/competent authority of the client 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 required
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 in public domain 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 authorized signatory/competent authority of the client 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 required
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 in public domain 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 authorized signatory/competent authority of the client 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 required
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 in public domain 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 authorized signatory/competent authority of the client 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 required
7.	Implementation experience in India	<p>The offered ERP Product should have at least 10 installations in India with at least 500 licenses in each installation in last 8 years.</p> <p>Reference date shall be 31st March 2014.</p>	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies in public domain 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 authorized signatory/competent authority of the client 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 required
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 in public domain 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 authorized signatory/competent authority of the client 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>
<u>Technical</u>			

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
9.	India specific Tax Compliance	The offered ERP product must incorporate the Indian taxation requirements and is also capable of incorporating future changes therein	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 inter-alia with the following - <ul style="list-style-type: none"> • Auto CAD • SAP-HCM • Market standard Engineering automation & Product Life Cycle management software. 	<ol style="list-style-type: none"> 1. Compliance certificate by authorized signatory certifying that the vendor shall comply with BHEL requirement. 2. Provide the list of Customers where Offered ERP product is integrated with SAP-HCM. 3. Provide the list of PLM software which can be integrated with the Offered ERP product.
<u>Others</u>			
11.	Registration In India	The company should have registered office in India	Registration certificate

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
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 2014 and with minimum 500 employees.	Provide self-certificate containing the address of the Research & Development Centre
13.	Product Partners	The offered ERP Product Vendor 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 undertaking from company's authorized signatory

Note:

- 1) *Technical upgrades and rollouts would not be considered.*
- 2) *All self-certificates must be signed by the Authorized signatory/competent authority of such certification only, 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 conditions 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 required
<u>Financial</u>			
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 at least INR 400 Crores per year from offered ERP product Implementation Business 3. 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>
<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 at least INR 100 Crores per year from ERP product Implementation Business. 	<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-</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
		3. The company should be profit making at least for 2 years out of the last 3 years.	certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company
<p><u>Note</u> : -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>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, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with:</p> <p>(i) Self certification from authorized signatory certifying satisfactory performance</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
			<p>(ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></p>
4	Implementation of ERP Functions	<p>The Implementation Partner must have implemented each of the following function in not more than three (3) 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, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
			<p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with:</p> <p>(i) Self certification from authorized signatory certifying satisfactory performance</p> <p>(ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></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.	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
			<p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with:</p> <p>(i) Self certification from authorized signatory certifying satisfactory performance</p> <p>(ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
			<i>Annexure # 15 Citations duly filled in with the required details.</i>
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 atleast 500 license in each installation.	<p>Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with:</p> <p>(i) Self certification from authorized signatory certifying satisfactory performance</p> <p>(ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
			<p>as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></p>
7	Current implementation experience	<p>The Implementation Partner must have implemented offered ERP product for at least 5 (Five) Customers in last 8 years with at least 500 licenses in each implementation.</p> <p>Reference date shall be 31st March 2014.</p>	<p>Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
			<p>administrative / other reasons together with: (i) Self certification from authorized signatory certifying satisfactory performance (ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</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.	Audited financial statement for the last financial year. OR Statutory auditor's certificate for the last financial year.
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.	Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
			<p>work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with:</p> <p>(i) Self certification from authorized signatory certifying satisfactory performance</p> <p>(ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
			<p>from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></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, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with:</p> <p>(i) Self certification from authorized signatory certifying satisfactory performance</p> <p>(ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
			<p>as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></p>
11	Project Value	<p>The Implementation Partner must have implemented offered ERP product during the last 8 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>Reference date shall be 31st March 2014.</p>	<p>Audited financial statement for the last financial year</p> <p>OR</p> <p>Statutory auditor's certificate for the last financial year</p> <p>(A) Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p>AND</p> <p>(B) Copy of Purchase/Work Orders of contract quoted above OR Statutory auditor's certificate verifying values of contracts quoted above.</p>

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
<u>Others</u>			
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 24x7 support center / Centre of Excellence for offered ERP product in India functional with effect from 3 (three) years as on 31st March 2014 and with a minimum of 200 employees.	Provide self-certificate from company's authorized signatory 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.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required
15	Product partnership	The Implementation Partner must have an active existing implementation partnership with the offered ERP product.	Provide self-certificate from company's authorized signatory. Recognition status should be verifiable through information available in public domain on offered ERP Product OEM website.
16	Client Satisfaction	The Bidder Company should not have been black listed by a Public Sector Undertaking, and/or any instrumentality of the Government of India.	Provide undertaking from company's authorized signatory.

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.*

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	Business Suite Professional User	100 (5 development users)	21/12/2001	HPEP, Hyderabad
	Business Suite Professional User	600 (6 development users)	27/12/2007	
	OPTISUITE Modules	8 Modules	14/07/2008	
	SAP Business Suite	150	2012	
	Development Users	10	2014	
2	Business Suite Professional User	100	13/03/2001	Trichy
	Business Suite Professional User	200	22/07/2002	
	Business Suite Professional User	100	10/02/2005	
	Business Suite Professional User	75	03/07/2006	
	Business Suite Professional User	275	09/06/2012	
	Business Suite Development User	25		
	Business Suite Professional User	200	07/11/2012	
3	Business suite professional user	34	24/04/2014	HPVP, Visakhapatnam
	Business suite developer user	2	24/04/2014	
4	Professional	100	6/6/2003	EDN, Bangalore
	Professional	50	21/06/2004	
	Professional	60	24/09/2005	
	Professional	40	18/02/2008	
	ESS & PAYROLL	2000 + 3000	30/10/2004	
5	Named User Licenses	30	01.09.2003	EPD, Bangalore
		24	01.10.2012	
6	Professional User (HCM)	200	29.06.2006	Corporate Office
		140	2014	
	Employee Self Service (ESS)	17000	29.06.2006	
		1456	2014	
	Manager Self Service (MSS)	3000	29.06.2006	
	Payroll Records	43000	29.06.2006	
500		2014		

Note: 1) Licenses listed above from Sl.No. 1 to Sl.No. 5 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 at Sl.No. 6 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 # 9 Pre-Qualification Eligibility Form

Annexure # 9.1 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.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	Compliant (YES/NO)
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. 	Audited financial statements for the last three financial years.	
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 at least 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 authorized signatory to sign on</p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	Compliant (YES/NO)
			behalf of the company.	
<u>Experience</u>				
3.	Globally Accepted ERP Product	<p>The offered ERP product should have been implemented in 5 different countries in last 8 years. This should be 5 independent installations (for different clients) with at least 1000 licenses in each installation.</p> <p>Reference date shall be 31st March 2014.</p>	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies in public domain 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 authorized signatory/competent authority of the client and should mandatorily include: clear reference of broad scope of work undertaken by bidder, no. of licenses applicable for the implementation, modules covered</p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	Compliant (YES/NO)
			in the implementation, 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.	Purchase Order / Work Order / Completion certificate for each implementation OR Customer case studies in public domain 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 authorized signatory/competent authority of the client 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	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	Compliant (YES/NO)
			implementation (completion date).	
5.	Implementation in Engineer To Order (ETO) type of Industry in India	The offered ERP product should have been implemented for at least 1 operational application customer in ETO type of Industry in India.	Purchase Order / Work Order / Completion certificate for each implementation OR Customer case studies in public domain 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 authorized signatory/competent authority of the client 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	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	Compliant (YES/NO)
			implementation (completion date).	
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 OR Customer case studies in public domain 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 authorized signatory/competent authority of the client 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	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	Compliant (YES/NO)
			implementation (completion date).	
7.	Implementation experience in India	<p>The offered ERP Product should have at least 10 installations in India with at least 500 licenses in each installation in last 8 years.</p> <p>Reference date shall be 31st March 2014.</p>	<p>Purchase Order / Work Order / Completion certificate for each implementation</p> <p>OR</p> <p>Customer case studies in public domain 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 authorized signatory/competent authority of the client 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</p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	Compliant (YES/NO)
			implementation (completion date).	
8.	Experience in Indian PSU	The offered ERP product should have been implemented for at least 1 Indian Public sector customer / Government department with licenses greater than 500 each in a single implementation.	Purchase Order / Work Order / Completion certificate for each implementation OR Customer case studies in public domain 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 authorized signatory/competent authority of the client 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	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	Compliant (YES/NO)
			implementation (completion date).	
<u>Technical</u>				
9.	India specific Tax Compliance	The offered ERP product must incorporate the Indian taxation requirements and is also capable of incorporating future changes therein	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 inter-alia with the following - <ul style="list-style-type: none"> • Auto CAD • SAP-HCM • Market standard Engineering automation & Product Life Cycle management software. 	<ol style="list-style-type: none"> 1. Compliance certificate by authorized signatory certifying that the vendor shall comply with BHEL requirement. 2. Provide the list of Customers where Offered ERP product is integrated with SAP-HCM. 3. Provide the list of PLM software which can be integrated with the Offered ERP product. 	4.
<u>Others</u>				

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	Compliant (YES/NO)
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 2014 and with minimum 500 employees.	Provide self-certificate containing the address of the Research & Development Centre	
13	Product Partners	The offered ERP Product Vendor 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 undertaking from company's authorized signatory	

Note:

- 1) *Technical upgrades and rollouts would not be considered.*
- 2) *All self-certificates must be signed by the Authorized signatory/competent authority of such certification only, 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.*

Annexure # 9.2 Implementation Partner

Each of the Qualifying conditions 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 required	COMPLIANT (YES/NO)
<u>Financial</u>				
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 at least INR 400 Crores per year from offered ERP product Implementation Business 3. 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>	
<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</p>				

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
of the company.				
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 at least INR 100 Crores per year from 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><u>Note</u> : -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>				

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
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, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with: (i) Self certification from authorized signatory certifying satisfactory performance (ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
4	Implementation of ERP Functions	<p>The Implementation Partner must have implemented each of the following function in not more than three (3) 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, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with: (i) Self certification from authorized signatory certifying satisfactory performance (ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
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, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with: (i) Self certification from authorized signatory certifying satisfactory performance (ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
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 atleast 500 license in each installation.	<p>Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with: (i) Self certification from authorized signatory certifying satisfactory performance (ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
7	Current implementation experience	<p>The Implementation Partner must have implemented offered ERP product for at least 5 (Five) Customers in last 8 years with at least 500 licenses in each implementation.</p> <p>Reference date shall be 31st March 2014.</p>	<p>Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with: (i) Self certification from authorized signatory certifying satisfactory performance (ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
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.	Audited financial statement for the last financial year. OR Statutory auditor's certificate for the last financial year.	
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, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with: (i) Self certification from authorized signatory certifying satisfactory performance (ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the</p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
			<p>Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></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, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(A) Satisfactory performance certificate from the customer's authorized signatory certifying that the implementation is functioning satisfactorily.</p> <p>OR</p> <p>(B) In the event that the requirement under sl. no. (A) above is not available, then correspondence from the customer stating that such certification cannot be given due to administrative / other reasons together with: (i) Self certification from authorized signatory certifying satisfactory performance (ii) access to the Owner/ PwC (within 7 days of request from the Owner/ PwC) for validation from the customer's authorized signatory (including valid contact details) so as to enable the</p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
			<p>Owner to verify such information as required above.</p> <p>Self certification from authorized signatory certifying satisfactory performance and access to the Owner/ PwC (within 15 days of request from the Owner/ PwC) for validation from the customer so as to enable the Owner to verify such information as required above.</p> <p><i>Annexure # 15 Citations duly filled in with the required details.</i></p>	
11	Project Value	<p>The Implementation Partner must have implemented offered ERP product during the last 8 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>Reference date shall be 31st March 2014.</p>	<p>Audited financial statement for the last financial year</p> <p>OR</p> <p>Statutory auditor's certificate for the last financial year</p> <p>(A) Completion certificate from the Customer for each complete implementation, mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation (completion date).</p> <p style="text-align: center;">AND</p> <p>(B) Copy of Purchase/Work Orders of contract quoted above OR Statutory auditor's certificate verifying values of contracts quoted above.</p>	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
<u>Others</u>				
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 24x7 support center / Centre of Excellence for offered ERP product in India functional with effect from 3 (three) years as on 31st March 2014 and with a minimum of 200 employees.	Provide self-certificate from company's authorized signatory 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	Provide self-certificate from company's authorized signatory.	

Sl. No.	Parameter	Mandatory Qualification Description	Evidence required	COMPLIANT (YES/NO)
		which at least 50 consultants must be certified on by offered ERP product.		
15	Product partnership	The Implementation Partner must have an active existing implementation partnership with the offered ERP product.	Provide self-certificate from company's authorized signatory. **Recognition status should be verifiable through information available in public domain on offered ERP Product OEM website.	
16	Client Satisfaction	The Bidder Company should not have been black listed by a Public Sector Undertaking, and/or any instrumentality of the Government of India.	Provide undertaking from company's authorized signatory.	

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.*

Corrigendum to 'ONE-BHEL' ERP Project Tender No. M1A1N05271

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	2010	1000	1515	1000	5825	
2		License Price per Unit in INR (b)							
3		License Price in INR (a x b)							
4		ATS Percentage							
5		ATS Price in INR ((ATS Period in Months X ATS Percentage X License Price)/12)							
6	SAP-ERP Medium Users	ATS Period in Months	42	36	28	20	12	138	
7		No. of Licenses (a)			1000	800	1000	2800	
8		License Price per Unit in INR (b)							
9		License Price in INR (a x b)							
10		ATS Percentage							
11	Business Partners	ATS Price in INR ((ATS Period in Months X ATS Percentage X License Price)/12)							
12		ATS Period in Months			28	20	12	60	
13		No. of Licenses (a)			5000	5000	5000	15000	
14		License Price per Unit in INR (b)							
15		License Price in INR (a x b)							
16	Add-on Engines ** Break-up of Add-on engines to be provided in Annexure #17.3	ATS Percentage							
17		ATS Price in INR ((ATS Period in Months X ATS Percentage X License Price)/12)							
18		ATS Period in Months			28	20	12	60	
19		Price in INR							
20		ATS Percentage							
21	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 X ATS Percentage X License Price)/12)							
22		ATS Period in Months			28	20	12	60	
23		Price in INR							
24		ATS Percentage							
25		ATS Price in INR ((ATS Period in Months X ATS Percentage X License Price)/12)							
26	Annual Technical Support for Owner's existing SAP Licenses (2129 nos.)	ATS Period in Months							
27		Owner's existing SAP licenses		1011		1164		2175	
28		ATS Percentage							
29		ATS Price in INR							
30		ATS Period in Months		36		20		56	
31	Total License Price in INR (X = I5 + I11+ I17 + I21 + I25)								
32	Total License Price (X) in Words								
33	Total Annual Technical Support Price in INR (Y = I7 + I13 + I19 + I23 + I27 + I31)								
34	Total Annual Technical Support Price (Y) in Words								
35	Total Price in INR (Z=X+Y)								
36	Total Price in Words								
37									
38									
39									
40	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.								

Corrigendum to 'ONE-BHEL' ERP Project Tender No. M1A1N05271

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	
		No. of Licenses (a)	300	3025	1000	2675	1000	8000	
1	ERP Transaction Users	License Price per Unit in INR (b)							
		License Price in INR (a x b)							
		ATS Rate (% of License Price)							
		ATS Price in INR ((ATS Period in Months X ATS Percentage X License Price)/12)							
		ATS Period in Months	42	36	28	20	12	138	
2	ERP Medium Users	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)							
		ATS Price in INR ((ATS Period in Months X ATS Percentage X License Price)/12)							
		ATS Period in Months			28	20	12	60	
3	Business Partners	No. of Licenses (a)			5000	5000	5000	15000	
		License Price per Unit in INR (b)							
		License Price in INR (a x b)							
		ATS (% of License Price)							
		ATS Price in INR ((ATS Period in Months X ATS Percentage X License Price)/12)							
		ATS Period in Months			28	20	12	60	
4	Add-on Engines ** Break-up of Add-on engines to be provided in Annexure #17.3	Price in INR							
		ATS (% of Add-on Engines License Price)							
		ATS Price in INR ((ATS Period in Months X ATS Percentage X License Price)/12)							
		ATS Period in Months							
5	3rd party products / software ** Break-up of 3rd party products / software to be provided in Annexure #17.4	Price in INR							
		ATS (% of 3rd party products / software License Price)							
		ATS Price in INR ((ATS Period in Months X ATS Percentage X License Price)/12)							
		ATS Period in Months							
Total License Price in INR (X = I5 + I11+ I17 + I21 + I25)									
Total License Price in Words									
Total Annual Technical Support Price in INR (Y = I7 + I13 + I19 + I23 + I27)									
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 #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), **through its leader bearing 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

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non- compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Business Rules for Reverse Auction

This has reference to tender no {*tender number.....date.....*} BHEL shall finalise the Rates for the supply of {*item name*} through Reverse Auction mode. BHEL has made arrangement with M/s. {*Service provider*}, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...}, dated {...}; (b) Bidders technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on {*date*}:

- **Online Sealed Bid:-**
 - {*Start Time*:
 - {*Close Time*: }
- **Online Reverse Auction:-**
 - {*Start Time*:
 - {*Close Time*:}

2. Auction extension time: If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {*Service provider*} with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

- 4. Bidding currency and unit of measurement:** Bidding will be conducted in *{Indian Rupees per Unit}* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

- 5. Validity of bids:** Price shall be valid for *{... days}* from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 6. Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
- 7. Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be *{..}* minutes. All bidders to submit their online sealed bids during this period.
 - ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
 - iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
 - iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
 - v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
- 9.** If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the 'online sealed bid' within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
12. Computerized reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is bidders' responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a

reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

- 13. Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.
15. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - VII after the completion of auction to M/s. Service provider besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Bidder's bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.

22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per Annexure-IV.
26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {*Service provider*} the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To

- M/s. {Service provider}
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. { } dt. { }

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per Annexure - VII within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at { } prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

RA price confirmation and breakup

To

- **M/s. Service provider**
- *Postal address*

CC: M/s BHEL
*{Unit-
Address-}*

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs. {_____} for item covered under tender enquiry No. { . . . } dt. { . . . }

Total price of _____ the items covered under above cited enquiries is inclusive of *{Packing & forwarding, E.D., C.S.T., freight and insurance charges upto { } District, { } State and Type Test Charges etc., (exclusive of service tax, VAT), other as per NIT}*

as our final landed prices as quoted during the Reverse Auction conducted today *{date}* which will be valid for a period of {_____} days.

The price break-up including that of line items is as given below.

Total	-	=====
		Rs.
		=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

Annexure #25 Consortium Agreement

CONSORTIUM AGREEMENT

PART II – PREAMBLE

This Consortium 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) signing and entry into force of the contract with and for the Owner and (ii) good performance and faithful execution of the contract for the Owner for the Scope of Work (as defined in Annexure 25A & 25B of this agreement) and warranty as applicable 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 a Consortium arrangement whereby (i) with respect to the Owner, **(INSERT FIRST PARTY NAME)**, shall act as the Consortium Leader with portions of the work to be assigned to **(INSERT SECOND 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 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 this 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)**, responsible to the Owner through its identified leader/representative, for the purpose of, signing, executing and performing the Contract with and for the Owner for the defined obligations herein.
By "Consortium" is meant: all parties to this Agreement.
4. **“Contract”** – shall mean the document or documents (including all amendments and appendices 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 & 25B.
5. **“Default”**- shall mean any breach of terms and conditions contained herein and/or breach or inconsistencies with the Owner’s terms defined in the Contract.
6. **“Tender Documents”** – shall mean the request for bids issued by the Owner and its designated project consultant (Price Waterhouse Coopers), and any further amendments thereto.
7. **“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 & 25B and warranty of the products and services to be provided under the Contract.
8. **“Parties”** – shall mean the parties executing this Agreement that is **(INSERT PARTY OF THE FIRST PART)** and **(INSERT PARTY OF THE SECOND PART)**.
9. **“Party”** – shall mean one of the PARTIES
10. **“Third Party”** – shall mean any party other than one of the PARTIES defined above.
11. **“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 Annexure 25A & 25 B of this agreement.
12. **“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.
13. **“Schedule”** – shall mean the PROJECT SCHEDULE as set forth in **Annexure** to this Agreement.
14. **“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 and the liability holder on behalf of the entire Consortium. For the avoidance of doubt the Leader shall remain directly & solely accountable and liable to the Owner at all times, for the execution of the entire Scope of Work as defined in this Agreement and Annexure 25A and 25B hereafter on behalf of the Parties to this

Consortium and shall have the meaning ascribed to it additionally in the clause— herein below.

15. 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 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 Agreement and its Annexure, the terms and conditions contained in this agreement shall prevail.
2. In the event of a conflict and/or contradiction of the terms between this Agreement and the Contract (by and between Parties and the Owner), the terms and conditions of the Contract shall prevail and supersede 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 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, ~~through the~~ Leader, shall be responsible to the Owner for the performance of the Scope of Work under the Contract at all times. To this effect, the Parties **Leader** shall execute and discharge all obligations as listed herein and more particularly described in Annexure 25A & 25B in good faith through the Leader of the Consortium as identified and defined in clause---- in this Agreement. **At all times (INSERT PARTY OF THE SECOND PART) shall be responsible only to the Lead Bidder in relation to its Scope of Work.**

Notwithstanding anything contained in this agreement, the Parties **Leader** 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 at all times

be governed by an overall responsibility to the Owner in order to give effect to the primary intention of the Owner's objective, respecting at all times, the Owner's right to receive a composite, complete and functional Project and/or product and/or solution.

LEAD PARTY OF THE CONSORTIUM

1. **(Insert Party leader name)**, (Hereinafter referred to as the "Leader") is hereby appointed by the Parties to be the chief point of contact and is tasked to liaise with the Owner on behalf of the 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 obligations under the Contract.
2. For the avoidance of doubt, in the bid 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 Leader defined here above shall bear such liability towards the Owner.
3. The Leader defined here above shall at all times, in addition to the roles defined herein above shall also be the liability holder of the Project ~~on behalf of the entire Consortium~~. For the avoidance of doubt the Leader shall remain directly accountable and liable to the Owner at all times, for the execution of the entire Scope of Work as defined in this Agreement and Annexure A and B hereafter. ~~on behalf of the Parties to this Consortium~~. To this effect, the Owner shall at all times have complete recourse and the right to recovery through the Leader for the execution of the entire Project.
4. **Notwithstanding anything to the contrary** for the purposes of this clause, the Leader shall take on the entire liability towards the Owner under the Contract and for performance of the Project. **(INSERT PARTY OF THE SECOND PART)** shall only be liable for its obligation to the Owner **to the extent of its Scope of Work** as listed herein ~~or in the Contract~~.

RELATIONS BETWEEN THE PARTIES

1. This Agreement regulates the relationship between the Parties, for this Project, during its validity. 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).
2. Each Party shall comply with the Contract and in particular the Leader shall perform having regard to the Contract and this 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 and mentioned under Scope Division Matrix in Annexure 25A and 25B.

COMPLETENESS

1. Having due regard to the character, objectives and scope of the Project, the Parties acknowledge that the **Leader 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, such work shall be delivered to the Owner promptly and to that effect performed by the Leader without any additional cost and impact to Owner.

PURPOSE

1. In the event of award of Contract by the Owner, the Project shall be carried out in accordance with the terms and conditions of the Contract and this 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) entering into a Contract with the Owner based on the proposal, which Contract shall be signed by the Owner and the **Leader Consortium**, (ii) **License Agreement shall be signed between Owner and (INSERT PARTY OF THE SECOND PART)**; (iii) performing such **Contract /License Agreement/Service Agreement(s)**; (iv) **Service Agreement(s) for various services to be provided by (INSERT PARTY OF THE SECOND PART) shall be signed between Leader and (INSERT PARTY OF THE SECOND PART)** and (v) defining the rights and obligations between the Parties in connection with performance of the **Contract/License Agreement/Service Agreement(s)**, 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. Each Party will be solely responsible for all costs and expenses incurred by it in connection with any discussions or negotiations with the Owner or other third parties in connection with 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 **Annexure 25A & 25B** 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 25B to this Agreement.

COMMON SCOPES OF WORK BETWEEN PARTIES: COMMON OBLIGATIONS

1. Each Party shall make their 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~~ **Leader** shall forward the purpose of the Consortium in cooperation with the other Parties:
 - a) 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 unless agreed by the Owner in writing.
 - b) For the avoidance of doubt, all consent mentioned herein above shall be express consent in writing based on mutual agreement between the Parties.
3. The Leader shall ~~on behalf of the Consortium~~, ensure that satisfactory performance parameters of 'ONE-BHEL' ERP initiative will be successfully implemented.
4. ~~The offer price 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.~~

- ~~2. 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).~~
- ~~3. All of the above procedures shall be governed by the Owner's understanding of payment terms.~~
- ~~4. For the purposes of this Agreement, any disputed payments, if applicable shall be addressed to the Owner only through by 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.~~

B. CONTRACT NEGOTIATIONS AND BANK GUARANTEE OBLIGATIONS

1. The Parties **Leader** shall jointly negotiate the Contract with the Owner **and (INSERT PARTY OF THE SECOND PART)** will endeavor for reasonable availability of **management personnel to the Leader as may be required to assist in negotiations.** ~~each Party agrees to have its fully authorized representative (s) present at all the pre-Contract meetings and discussions with the Owner.~~
2. In the event of successful award by the Owner, the resulting Contract between the Parties and the Owner shall be signed by all the Parties to the Consortium or by the Leader of the Consortium. ~~for and on behalf the parties to the Consortium.~~
3. Each Party assumes the obligation of fulfilling all work, including timely deliveries and completion of its scope of supply, and any guarantee or warranty workmanship, material or performance given by it, if any for its scope of work under the Contract.
4. In the event any Party foresees any delay in the timely performance of its Scope of Work as described in the Schedule, the Leader 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 other means in a manner to cure the interruption caused expeditiously.
5. As required by the Owner, the Leader 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.

PART V – 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 except for communications relating to the License Agreement.
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 Contract (including any personal income taxes levied or imposed on any of the employees or personnel or any of its subcontractor's employees or personnel),.

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 Contract, particularly the performance 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.

PATENTS

The Leader agrees to indemnify and save harmless the Owner against any loss or damage that may result from such claims by way of issuance of indemnities in favor of the Owner. **(Insert Second Party Name)** shall additionally provide Indemnification to the Owner as per the terms of the License Agreement to be signed between **(Insert Second party/OEM)** and Owner.

BANKRUPTCY, INSOLVENCY, DISSOLUTION, READJUSTMENT OF DEBT, LIQUIDATIONREORGANISATION 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.~~

In the event of lead partner has become bankrupt or backed out from the contract due to Insolvency or Dissolution or Amalgamation or Sale or any other reason, the ongoing process of the project shall not be affected. In order to complete the project in time, the other member of the Consortium, i.e. OEM of the Consortium has agreed to continue to provide all assistance in supplying respective contractual products on same rates and terms and conditions to the 3rd party/new leader to be engaged by the owner in place of Bankrupt/backed out leader for completion of the Project within time.

INSURANCE

1. The Leader 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 Leader in accordance with the Contract with the Owner shall be approved by the other Parties.
3. The Leader hereby waives any rights of subrogation it may have against the other Party.

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

1. Parties shall provide the warranty for their respective Scope of Work as identified in this agreement to Owner. If the Owner alleges deficiencies in any product or services supplied under the Contract, the Leader shall, after consultation with the Steering Committee and its written consent, convey the Parties' response to the Owner regarding such alleged deficiencies.
2. The Leader shall be responsible to the Owner for correction of overall warranty deficiencies in the performance of the Contract or provide agreed remedies to the Owner as per the terms in Contract. ~~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.~~ Provided hereinafter that the (Insert Second Part/OEM) shall continue to be responsible to provide remedies and Warranties, as applicable to the Owner as per the terms of License Agreement to be signed between Owner & (Insert Second Part/OEM)

PART VI – LIABILITY AND INDEMNIFICATION

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

Except as expressly provided otherwise herein, the Leader agrees to indemnify as follows:

The Leader (Indemnifying Party), ~~on behalf of the Consortium,~~ agrees to indemnify and hold the Owner (Indemnified Party) harmless from any claim made against the Indemnified Party by the Parties or any 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 noncompliance 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 Leader hereby agrees to submit an indemnity/indemnities in favor of the Owner establishing the above.

For the avoidance of doubt, notwithstanding what is contained hereinabove, the **(Insert the second part/OEM)** shall provide Indemnification to the Owner for any IPR (**Intellectual Property Rights**) for its Scope of Work as per the terms of the License Agreement.

PART VII – DISPUTES

1. In the event of any disputes between the parties under this **Consortium** 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.
2. ~~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. The arbitral award, if any, shall be enforceable in any court of competent jurisdiction.~~

~~3. Notwithstanding anything contained hereinabove, with regard to the terms contained in the License Agreement and their related obligations contained in this agreement or Contract the following provision shall only apply for the resolution of any Disputes between the parties. In the event of any dispute or disagreement between the parties arising out of or relating to this agreement (the "dispute"), the parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint a Vice President to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until either Vice President concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under the ordering document and this Agreement while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach promptly makes good faith efforts to cure the breach and pursues the cure in good faith.~~

PART VIII –GENERAL PROVISIONS

A. CONFIDENTIALITY OF CORRESPONDENCE, DATA, DOCUMENTS AND DRAWINGS

1. Each of the Parties agree to keep confidential all information received from another Party and the Owner in connection with the Project marked and/or identified as Confidential.

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 until a period of 3 (three) years 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 for a period of 3 (three) years from the date of disclosure.
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 independently developed by a party; or
 - IV. 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 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 with a prior written intimation and approval of the Owner.

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. Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, government restrictions (including the denial or cancellation of any export, import or other license); 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 falls within the definition provided hereinabove.

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 inequity.
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 as 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 without prior written consent from the other party and more particularly, the prior written consent of the Owner. Provided hereafter that 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 a 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 Tender Document

ANNEXURE 25B

Obligations of Implementation Partner as per Tender Document

ANNEXURE 25C
PRICE SCHEDULES