



**RURAL ELECTRIFICATION CORPORATION  
LIMITED**

**Core 4, SCOPE Complex, 7 Lodhi Road, New Delhi – 110 003**

**Tender No: REC/IT/117/2005/1**

**TENDER DOCUMENT**

**FOR**

**SUPPLY, INSTALLATION, IMPLEMENTATION AND  
INTEGRATION OF AN ERP BASED INTEGRATED  
INFORMATION SYSTEM IN REC**

**Date of Issue : 01.09.2006**  
**Date & Time of Submission : 29.09.2006 (14:30 Hrs)**  
**Time of Opening : 29.09.2006 (15:30 Hrs)**

**Volume I**



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## NOTICE INVITING TENDER

Dear Sir,

New Delhi, 2006

### **Sub: Supply, Installation, Implementation and Integration of an ERP based Integrated Information System in REC.**

Rural Electrification Corporation Limited is a public sector enterprise under the Ministry of Power, Government of India. It is a 'Mini Ratna' Company with a 'AAA' rating given by the leading credit rating agencies of India. Its activities involve funding and managing Rural Electrification schemes including generation, transmission and distribution of power. REC intends to develop and implement a robust MIS and automation of its Headquarters' in Delhi and field offices in the 18 States.

With the objective of improving response time to clients, reduction in scheme processing time, better utilization of company resources, overall improvement of productivity and better financial management, REC intends to implement a suitable ERP based Integrated Information System covering major aspects of its work throughout the Corporation.

The "Rural Electrification Corporation" invites tenders from reputed and experienced ERP product vendors and Implementation Partners for "Supply, Installation, Implementation and Integration of ERP Based Integrated Information System" as per tender document on divisible turnkey basis.

For broad scope of work, mandatory requirements, purchase of tender document, submission of bid, Bidders may visit our website at [www.recindia.nic.in](http://www.recindia.nic.in), [www.recindia.com](http://www.recindia.com) and [www.recindia.gov.in](http://www.recindia.gov.in).

REC encourages that the potential bidder may carry over a study of the Corporation requirements for better understanding and clarification (if any).

**We request you to submit your sealed bids as per ITB Clause 15 by the closing date i.e. 29.09.2006 (14:30Hours). The bids will be opened on the same day at 15:30 Hours in presence of the bidders, who opt to be present.**

In case you need any further information, please feel free to contact the undersigned on phone no 011-24365393, 24368553

Thanking you

Yours faithfully,

Shri Rajan Trivedi  
Joint Chief (IT)

Rural Electrification Corporation Limited



## BID DATA SHEET

Clause Reference	
CC 1(b)(i)	<b>Joint Chief (IT)</b> <b>Rural Electrification Corporation Limited</b> Core 4, Scope Complex 7,Lodhi Road New Delhi –110003
ITB 6.1	<b>Pre-bid Conference</b> will be held on : <b>15.09.2006 at 11:00 Hrs</b> Venue for Pre-bid: <b>Rural Electrification Corporation Limited</b> Core 4, Scope Complex 7, Lodhi Road New Delhi –110003
ITB 13.1	<b>Bid Security</b> The amount of bid security required is <b>Rupees Two Lakhs only</b>
ITB 14	<b>Bid Validity:</b> <b>The Bid shall be valid for a period of 180 working days from the date of submission of bid</b>
ITB 15.1	No. of copies : 1 original + 3 copies
ITB 16	The <b>deadline for the submission</b> of bids is: Date: <b>29-09-2006</b> Time: <b>14:30 Hrs</b>
ITB 19	The date, time and place of <b>opening of Technical Bid</b> : Time: <b>15:30 hrs</b> , Date: <b>29-09-2006</b> <b>Rural Electrification Corporation Limited</b> Core 4, Scope Complex 7,Lodhi Road <b>New Delhi –110003</b>
SW 8	<b>Completion Period:</b> Twelve months from the date of LOA including stabilization acceptance period of 3 months

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## BACKGROUND NOTE

### 1. Company Background

Rural Electrification Corporation Limited is a public sector enterprise under the Ministry of Power, Government of India. It is a 'Mini Ratna' Company with a 'AAA' rating given by the leading credit rating agencies of India. REC has been entrusted with the responsibility of electrifying all the villages of India by 2009. Its activities involve funding and managing Rural Electrification schemes including generation, transmission and distribution of power. REC intends to develop and implement a robust MIS and automation of its Headquarters' in New Delhi and field offices in the 18 States. It will also extend its experience to the State Electricity Boards all over the country

### 2. Organization Structure

Organization structure consists of two tiers. The tier I consist of Corporate Office, New Delhi, which in addition to the strategic and policy making functions is responsible for project appraisal, project sanction and loan disbursements. The tier II consists of 5 Zonal offices in the five zones of East, West, North, South and Central zones headed by Zonal Manager. The five Zonal offices control the activity of 18 Project offices in their respective zones acting as a liaison office linking borrowing utilities and corporate office. The Zonal office and the Project offices under the respective zones are responsible for project execution, monitoring and control. One training centre CIRE (Central Institute of Rural Electrification) located in Hyderabad has been setup for training related activities.

### 3. Areas of Operation

REC's business operations can be categorized into the following distinctive areas:

- a) **Rajiv Gandhi Grameen Vidyutikaran Yojana:** Rural Electrification Corp.Ltd (REC) has been designated as the nodal agency for implementation of the programme by MOP. All funds for the programme would be channelised through REC, which apart from capital subsidy being provided by the Government would give the remaining funds as loan assistance on soft terms.
- b) **Transmission and distribution:** Funding of schemes related to new/system improvement of electrical transmission and distribution infrastructure in the country.
- c) **Generation Projects:** Funding of schemes related to thermal and hydro generation projects and Renovation and Modernization of generation plants.
- d) Market borrowings through infrastructure bonds and capital gain bonds

### 4. IT Initiative

REC is presently employing limited level of IT tools, mainly in the form of piece meal software operations for Loan /financial accounting, Payroll and CPF Accounting and Scheme Monitoring with MIS and other data processing work. REC has also hosted its website and Scheme Monitoring System for access by the Project offices.

With the objective of becoming an efficient and modern dynamic financial institution, REC has decided to deploy latest Information Technology in all aspects of its operation by setting up an ERP Based Integrated Information System. It has undertaken this work in three phases:

Phase-I: Need Determination and AS-IS Process Mapping

Phase-II: Business Blueprinting

Phase-III: Implementation

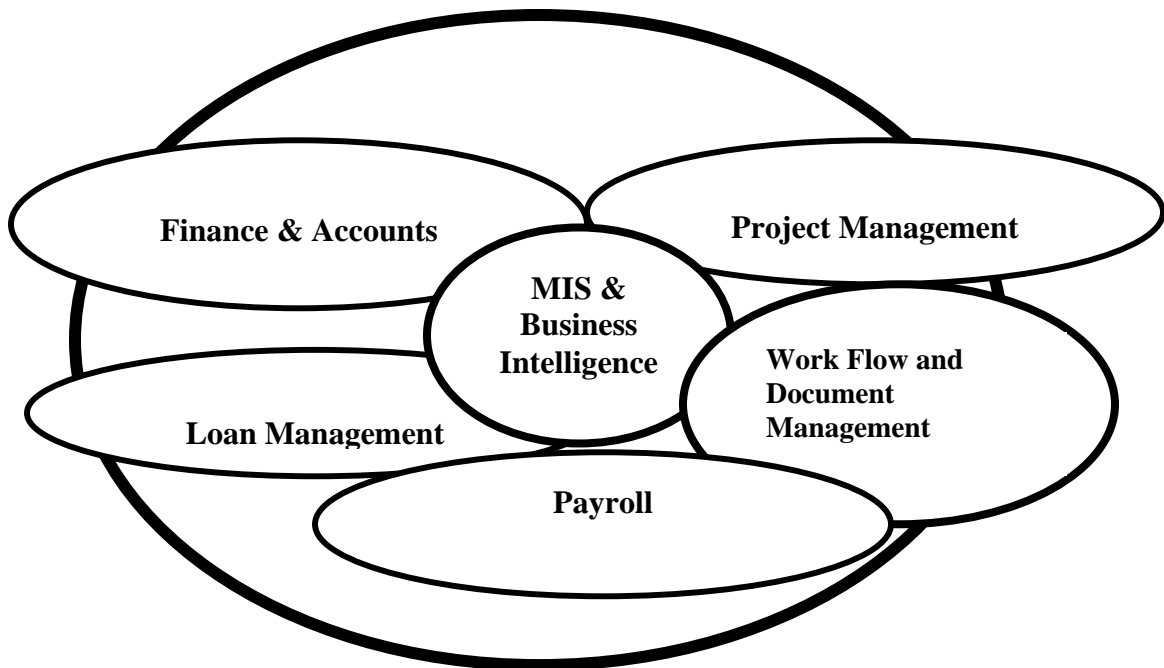
Scope of Phase-I includes understanding in sufficient detail, the existing processes/ method of working, the requirement of the organization, identification of activities/areas for computerization, modules and prioritization thereof.

Scope of Phase-II includes designing of the ERP based Integrated Information System (hereafter referred to as IIS) in the organization to improve and re-engineer its business processes and finalize requirement of hardware, software, LAN/WAN, IT infrastructure, manpower requirement and training etc.

Scope of Phase-III includes the configuration, development, customization and implementation of the business blueprint designed by the Implementation Partner (IP), data migration to the ERP system, integration testing of all the modules, auditing and quality control of the configured system at the pilot site (Corporate office) and then roll it over to all the sites and to provide hand holding services for the project.

## 5. Proposed System Overview

The proposed overall ERP based Integrated Information System overview is presented below.



**Figure: REC ERP based Integrated Information System Overview**

## ERP based Integrated Information System (IIS) Architecture

ERP based Integrated Information System Architecture designed for the identified scope comprises the following components:

**Database Management:** For data storage, processing and retrieval by higher application systems

**Project Management:** For handling project level functionalities including sanction, monitoring, schedule, Project schedule tracking, cost tracking, Creation of sanction letter, digitization of loan documentation, Claims Management, closure, recovery. The system should have facility of graphical display under various modules of project management and also prompt for exceptions.

**Finance and Accounts Management:** This will cover functionalities in corporate functions viz. Finance & Accounts Management, Loan Management & Payroll.

**Management Information System (MIS):** MIS shall generate the reports presently being created by different departments at corporate office and Project offices. MIS should be generated from the shared database and transaction processing systems. Identified Key Performance Indicators (KPIs) for each of the key users and other Information will be part of MIS. Identification of KPI and CSF (Critical Success Factor) will be done for major processes and projects which will be done periodically by the Corporation. The same would be used by Top and Sr. management for business control and policymaking. Dashboard indicating the status of projects and also summary of key resource allocation and utilization issues requiring top management's attention will be designed and indicated.

**Decision Support System (DSS):** The proposed ERP based system should be able to analyze, assess pre-specified "what if" aspects of the decision making process.

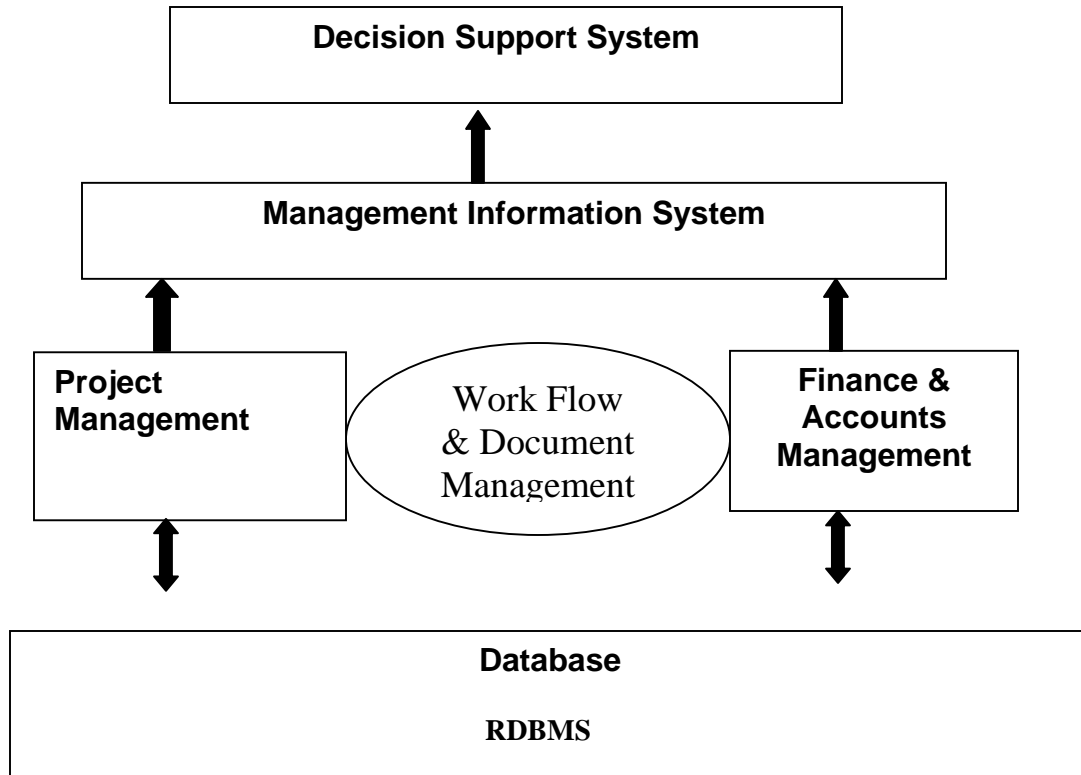
**Work Flow Management:** It includes design and implementation of formats for initiating requests, memos, approvals, information sharing among identified groups, planning/scheduling for group activities, booking for shared resources etc. File management should increase employee productivity by enabling users to easily collaborate with their co-workers within all REC Offices and find files with search option.

**Document Management:** Archiving and management of various document related to funding of various categories of Loan to borrowing utilities covering Govt. Guarantees / securities and other related documents.



### IT Strategy

REC's IT strategy is depicted in the figure below:



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## 6. Objective of Integrated Information System

The primary objective of setting up the integrated system is to deploy state of the art Information Technology across all aspects of REC's operation for the purpose of positioning the company as an efficient, competitive and dynamic Financial Service Company. The system objectives are to:

- (a) Ensure the Accuracy, Completeness and Consistency of Business Transactions
- (b) Integrate the operations of the various business processes by integrating the flow of information
- (c) Enable management to respond quickly to market changes with informed decisions based on timely and accurate information
- (d) Establish best business process/practices

Technology objectives include using Information Technology that is:

- (a) State-of-the-Art, well proven and well supported in India
- (b) Adaptable, Flexible, Customizable, Easy-to-use, Extendable and scalable
- (c) Secure, Cost effective, maintainable and reliable

It is expected that upon implementation, the system will establish proper information flow to help managers at all levels to take informed decisions with the objective of improving response time, reduction in project completion cycle, efficiency of resource utilization, overall improvement of productivity, better financial and cost management. The implementation will result into increased customer satisfaction, better financial results both top line as well as bottom line, transparency & consistency in business operation and processes.

## 7. Way Forward

REC plans to set-up the integrated system over a period of twelve months from the date of LOA including stabilization acceptance period of 3 months. This tender aims to engage a consortium of ERP Principal and Implementation partner for this purpose. Procurement of Hardware and strengthening of Networking & Communication Infrastructure will be taken up under separate tenders after framing up the required specifications in consultation with the ERP vendor selected as a result of this tender.



## **SCOPE OF WORK**

### **1. General Scope**

The ERP will be a single unified business information system for REC's Enterprise Resource Management and the solution should be a completely integrated available of-the-shelf ERP product. The System should have the required depth, breadth and flexibility to provide on-line information access to all the designated users who will operate the respective business processes. The main system and database will be residing in the Data center in the corporate office, New Delhi. The vendor may develop an appropriate distributed processing strategy in consultation with REC for optimum utilization of resources and providing faster access to data and application. The general scope of the proposed ERP based IIS is as follows:

#### **A. Plans & Schedules**

- (i) Business process study ("As Is") and recommendation of best practices ("To Be") so as to identify the amendments to be made in the ERP package.
- (ii) Identify the process/procedure that needs to be modified/ introduced to meet the needs of the proposed system.
- (iii) Prepare a project-plan with detailed activity schedules and a time-bound action plan for the ERP based IIS.

#### **B. Supply / Development / configuration & installation of the software**

- (iv) Supply and configuration of all the Application software, RDBMS software and other utility software as required.
- (v) Supply, configuration and implementation of the ERP based IIS at all locations.
- (vi) Design & preparation of test script, test data, trial run and arranging acceptance testing of all modules

#### **C. Integration**

- (vii) System Integration at Zonal offices / Project offices & Training Center with the Corporate Office.

#### **D. Go live and Roll Out**

- (viii) Go-Live run of all modules at Corporate offices with real-time data along with "Stabilization of the System"
- (ix) Roll out of the System to the other Zonal offices / Project offices after its stabilization in the Corporate office as indicated in clause 9 of this section.

**E. Training and Operation Manual**

- (x) Prepare and supply User/Operation Manual for smooth and trouble free operation in the system
- (xi) Impart User training at all levels at all sites as per REC's requirement (refer CC clause 24) to make them self-dependant.

**F. Maintenance Services**

- (xii) Maintenance of the System for 2 (two) years after warranty period of one year.

**2. Functional Coverage**

2.1 The ERP shall cover the following functional areas of REC:

**Prime functions**

1. Project Management\*\*
2. Loan Management
3. Finance & Accounts Management
4. Payroll
5. Contracts Management for procurement of services

*\*\*vendor should ensure that project appraisal should be part of the standard package, if not available in the standard ERP package it may be sub contracted from 3<sup>rd</sup> party vendor or bespoke developed and the same should be integrated with ERP package.*

2.2 The functionality requirements for each of the modules listed above along with the tentative list of reports are given at Appendix - II enclosed, which are indicative. However, vendor should include the detailed requirements for each of the module during business process mapping at the time of implementation.

2.3 In order to support the prime modules and other functions, the ERP shall also cover the following modules either built in the Core module /add on modules.

1. Dashboard for Senior Managers with Business Intelligence
2. Document Management
3. Workflow Management
4. Enterprise Portal

**3. Geographical Spread**

The ERP shall cover the following geographical spread of REC's office locations-

- Corporate Office at New Delhi
- 5 Zonal offices and the Project Offices
- 1 Training Center at Hyderabad



#### 4. Number of Users

- 4.1 Estimated number of users of the system at REC's Corporate Office, Zonal offices / Project offices and training center has been assessed at 100 to begin with and may go up to 200. The vendor will be requested to quote for 100 user full licenses, and also price for additional single/10/25 /50 user licenses (for all the modules). It shall be the decision of REC to distribute the user licenses within the organization covering REC's corporate offices, Zonal offices / Project offices and Training center (CIRE).
- 4.2 The Supplier shall provide details of number of ERP licenses, latest RDBMS & Development License based on details provided in Clause 4.1.
- 4.3 User license should be complete in all sense. i.e. only Full User License has to be quoted. Additionally price for single/10/25/50 user licenses for the categories viz., professional, read only, employee user may be quoted as indicated in the financial bid form # 8.

#### 5. System Requirements

The system will, essentially be characterized by the following features:

- (a) **User Interface:** The interfaces should be user friendly and with Graphic User Interface (GUI) with web access as the system will be both at Corporate and Zonal offices / Project offices at remote places. There should be sufficient edit and validation checks in the system. It should provide safeguards to prevent damage to data from operator errors, simultaneous updating, and module unavailability or system failures. The system should provide consistent screen and modules. It should provide on-line error reporting and use a menu- based system with facilities to bypass menus. The system should provide drill down facility to next level of details and so on.
- (b) **Single Point Data entry/Data capture:** The system should be based on Single Unified data model and capable of capturing data, already entered into the computer so as to ensure integrity of data.
- (c) **Data Access and Security:** The system should be compliant to CERT-In, D/O Information Technology Guidelines for Web/ Application / Network Security and have proper security and maintenance facility which limits access to the system and its various functions to the users delegated with appropriate authority. It should provide log in, both by user and by terminal. The System should provide the date and time of all transaction with details of creation, read, update, delete or print. Access should be restricted at different levels of data file, program, module, screen, record, field database table, row or column. Suitable firewall against unauthorized uses, interceptions, misuses by outside parties shall be provided.

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- (d) **Data Archival:** The system should be able to archive data based on user specified parameters (i.e. data range) and restore archival data for on-line use as and when required
  - (e) **Open Architecture:** The system should be open to allow interoperability with general-purpose software and have the facility to export/import data files from other applications. The system should be compatible to major operating systems (UNIX/LINUX/Windows) and hardware platform (INTEL/SUN/IBM/HP Servers)
  - (f) **Dash Board Function:** Data collection rules for Management Dashboard Function (Executive Information System) should be dynamic and flexible. It should be capable of being refreshed on schedule or on periodic basis.
  - (g) **Performance Optimization:** The system should support functionally distributed computing from a centralized environment, allowing distributed functions across different locations. It should include integrated tools for monitoring system performance such as response time, CPU utilization.
  - (h) **Flexibility:** The system should support customization to business requirements of Non banking financial Institution's changing business practices.
  - (i) **Modularity:** The system will initially be required to cover a range of business process modules as mentioned above but it should allow addition of more modules as and when required, which should seamlessly integrate into the core system.
  - (j) **Integration:** The system should be fully integrated across departments, functional areas and also across geographical location of sites. It should be unified and interfaced. It should have the ability to automatically update all related modules, for any change which has occurred in one module. It should have the ability to assign validation on specific fields based on entries in the data validation reference file. It should adapt Work Flow management techniques and also have interface for future GIS implementation.
  - (k) **Internet and Intra-net enabled:** The system should be fully web enabled to work in the Internet and Intranet environment.
  - (l) **Scalable:** The system should be scalable to handle up to three times the number of users and volume of data load.
  - (m) **System Control and Audit:** The system should be able to define audit trails, audit logs and transaction log-in requirements. It should enable audit trails on-line, tailor audit requirements by modules, call audit records to an archive based data or other recorded audit details.
  - (n) **Localization:** The system should have adequate localization to handle specific requirements of Regulatory Indian Laws (Central and State), tax and duty legislation and other regulations.
  - (o) **Help facility:** The system should provide context based help facilities and also on-line help at functions, screen and field level that can be tailored to suit RECs requirement.
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- (p) **Collaboration:** The system should provide tools to collaborate between REC offices on web conferencing.
- (q) **Search Engine:** The system should be able to search across multiple repositories i.e. relational databases, HTML documents served by Web servers, files on disk & email servers etc.
- (r) **File Management:** The system should provide for searching of files to increase employee productivity by enabling users to easily collaborate with their co-workers among REC Offices and find files with a single search.

The vendor's response to the above system requirements should be furnished in the System Requirement Compliance Matrix (Annexure V)

- (s) **Performance Standard:** The System should ensure that functions and its integrations are according to the definition as per scope of work and shall have 95% uptime efficiency at all locations.

## 6. Technical Requirements

### 6.1 Technical Services

The Supplier shall be required to do the following:

- (a) Prepare all Technology policies and procedures related to ERP including authorization, backups, table space maintenance, archival etc.,
- (b) The Supplier will assist the REC's team to perform all authorization-related activities (activity group, authorizations, profiles, etc) till the stabilization in the roll out sites.
- (c) Assist REC in managing the legacy data interfaces, print spools, batch Jobs, printer configuration etc.
- (d) Prepare a detailed operational manual, which would be used by REC to run the ideal production environment. This should include how the various parameters should be monitored/ tuned in a live system.

### 6.2 Migration from the Legacy System

The Supplier will develop the templates and facilitate the migration of legacy and new data elements to the ERP system. The scope of data migration will be for each of the core and existing legacy systems of Loan Accounting, Financial Accounting System, Payroll & CPF System available in Oracle 8.0.5, Oracle 9i under SCO UnixWare, Linux. The details of the existing system will be provided by REC to the supplier. This would include the following tasks.

- Identification & development of the data upload/download programs
- Testing of the configured system using the populated master and transaction data
- Appropriate “Data Migration and Integration procedures” and guidelines have to be enumerated & followed with validity checks to ensure that data uploaded remains complete, accurate & valid.
- Vendor would be responsible for extracting data from the existing functional application system of REC as per the need of the ERP system

The Supplier shall ensure that data migration is complete in all respects and the activities are completed in time so that all the requirements of implementation are fulfilled.

### 6.3 Maintenance

- 6.3.1 REC shall enter into a Maintenance Contract with the Supplier for the implemented system for a period of 2 years after warranty period of one year. The Supplier shall submit complete details of Maintenance Contract services offered.
- 6.3.2 The Maintenance Contract should cover the services, which the Supplier provides under normal course of annual maintenance, and include the following minimum services:
- (a) Product upgrades and updates in the ERP modules deployed in IIS. All product upgrades are to be offered as part of the product AMC. In the event of product upgrade not being released for a particular year, the supplier shall give an undertaking to REC to that effect.
  - (b) User & Technical support as per requirement of REC
  - (c) Implementation of upgrades
  - (d) Version upgrades.
- 6.3.3 The Supplier shall provide details on the method of computing maintenance charges. The Percentage factor and the base value shall be clearly specified in the Price Schedule.
- 6.3.4 The Supplier shall specify Maintenance Charges that are firm and final at the time of the Contract.
- 6.3.5 The supplier shall also quote Maintenance Charges for the subsequent period of three years applicable after expiry of the 2 years of maintenance period. The maintenance charges for the next three years shall not be considered towards financial evaluation.
- 6.3.6 The supplier shall also give the cut off dates for the ERP product support by the OEM. A document from the OEM should be enclosed in this regard.

### 6.4 Quality Review and Assurance Plan

The Supplier shall provide details of the Quality Assurance program envisaged for the implementation of ERP.

REC requires that Quality Review Group will subject all the deliverables forming part of the whole implementation process including broadly the implementation Strategy, Business Analysis, Readiness Assessment and Go Live Review etc. to stage-wise quality audit.

## 7. Deliverables

The specific scope of work and deliverables are tabulated as under:

SI No	Scope	Deliverables
<b>A</b>	<b>Initiation</b>	
A(i)	The Supplier shall study the Scope of the work, in particular the Functionality requirement, System requirements, and Technical requirements and give his observations/understanding of the work, resource commitment and likely time schedule.	INCEPTION REPORT
A(ii)	The supplier shall submit detailed Project Plan and get it finalized in accordance with the clause no. 17 of the Conditions of Contract Shall study the existing functionality of all the business processes. The indicative lists of existing functionality's are given at Appendix- I. Vendor shall assist the Core team of the REC in refining and finalizing the functionalities to reflect more realistic 'As Is' process.	AGREED AND FINALIZED PROJECT PLAN "AS IS" PROCESS MAPPING AND ANALYSIS
A(iii)	After analyzing performance of the "As Is" processes, he shall prepare a comparative analysis of each functionality with the best practices of the ERP so as to identify the desirable processes. He will then prepare the Gap Analysis Report, which will include his specific recommendations for the REC 's adoption of new process	GAP ANALYSIS REPORT
A(iv)	Identify the customization requirement after the REC finalizes its decision to adopt some or all of the best practices of the ERP. The customization requirement report shall be part of the SRS document prepared for configuration of the modules of ERP.	CUSTOMIZATION REQUIREMENT REPORT TO COVER SRS FOR EACH MODULE.
<b>B</b>	<b>INSTALLATION OF DEVELOPMENT ENVIRONMENT</b>	
B(i)	The supplier shall prepare the Hardware specification for running the proposed system indicating separately the requirements for: (a) Development (b) Implementation in Corporate office (c) Roll out in Zonal offices / Project offices  For this purpose, hardware infrastructure already available with the REC shall be kept in mind.	HARDWARE SPECIFICATION
B(ii)	Assist the REC in finalization of the hardware tender document including acceptance test & quality control parameters.	



B(iii)	Assist the REC in identifying the hardware suppliers and selection of the supplier.	
B(iv)	Assist the REC in pre-dispatch quality testing of hardware at the supplier premises.	
B(v)	Assist the REC in accepting installation of the hardware at the premises of the REC.	
B(vi)	The supplier shall prepare the Networking and Communication infrastructure requirement for the proposed system identifying separately the requirements for roll out to Zonal offices / Project offices. For this purpose, Networking and Communication infrastructure already available with the REC shall be kept in mind.	NETWORK AND COMMUNICATION SPECIFICATION
B(vii)	Shall assist the REC in identifying the network and communication vendors	
B(viii)	Shall assist the REC in finalization of networking and Communication infrastructure tender including acceptance test / quality control parameters and in selection of networking and communication vendor	
B(ix)	The supplier shall assist the REC in pre- dispatch quality testing of Networking and Communication infrastructure at the supplier's premises	
B(x)	The supplier shall assist the REC in accepting the installation of networking and communication infrastructure at the premises of the REC	
B(xi)	The supplier shall assist the REC in making specifications for purchasing and installation of the e-security infrastructure (hardware, software and services) as detailed out and accepted by the REC as part of the e-security blue print.	
<b>C</b>	<b>CHANGE MANAGEMENT</b>	
C(i)	The supplier shall identify the Change Management issues <ul style="list-style-type: none"> <li>▪ Processes/Procedure</li> <li>▪ Roles/Responsibility</li> <li>▪ Organisation structure/Group Working</li> </ul>	CHANGE MANAGEMENT REQUIREMENT REPORT
C(ii)	Shall identify training requirement for the various levels of official of REC.	TRAINING REQUIREMENT REPORT
C(iii)	Shall design training modules, prepare and supply study materials to each user. Shall prepare audio visual contents of the training and impart training at various levels.	TRAINING CURRICULUM
C(iv)	Shall assist the REC in orientation and development of the Core team for the ERP based IIS implementation.	



C(v)	Shall arrange advance training for maintenance of the system for members of functional team (if required) and IT group.	
C(vi)	The supplier shall prepare System Manual in adequate detail for use in the Central Computer Centre to enable trouble shooting by REC's software personnel. The supplier will also prepare detailed User Manual for each module to enable the field level user to use the system effectively. The User Manual must be exhaustive and shall contain detailed, step by step instruction for smooth access to, operations in and exit from the system.	SYSTEM AND USER MANUAL
<b>D</b>	<b>SUPPLY AND INSTALLATION OF SOFTWARE/ LICENSES</b>	
D(i)	The supplier shall supply the following for all the functions listed above. (a) The ERP licenses including interfaces for integration (b) The RDBMS licenses and development licenses (c) Adequate sets of User and technical documents together with soft copy as per requirement.	LICENCES AND TECHNICAL DOCUMENTS
<b>F</b>	<b>COMMISSIONING AND DATA MIGRATION</b>	
F(i)	The supplier will initially configure and commission the Project Management module (Project planning & Workflow for scheme sanction) as per REC's priority. The supplier shall also facilitate the necessary data migration for the module accordingly.	
F(ii)	The rest of the modules will be configured and commissioned along with complete data migration before final commissioning acceptance of the entire system.	
F(iii)	For the above the supplier shall develop the templates and facilitate the migration of legacy systems such as Loan Management, Payroll System, Accounting System and other electronic data where ever required to the ERP system.	
<b>G</b>	<b>TESTING</b>	
G(i)	The Supplier shall carry out comprehensive tests of all the modules and carry out corrections based on test results and feed back. REC's project team should be involved in testing of each module, sub module and the interfaces.	



<b>H</b>	<b>AUTHORISATION SECURITY AND ACCESS CONTROL</b>	
H(i)	The supplier shall assist the REC in formulating appropriate security/ authorization, control policy to prevent unauthorized access to programs, data, screens and outputs.	AUTHORIZATION, SECURITY AND ACCESS CONTROL SPECIFICATION
H(ii)	Shall build the prescribed access right & control mechanism into the IIS.	
<b>I</b>	<b>AUDITING AND QUALITY CONTROL</b>	
I(i)	The supplier shall specify the standard parameters for auditing and quality control of the system and demonstrate their effectiveness.	
<b>J</b>	<b>HAND HOLDING SERVICES</b>	
J(i)	For attending to the problems occurring on day to day basis, the supplier shall provide hand holding service during the stabilization period of three months from the date of successful go-live operational acceptance and for 6 months during the warranty period after stabilization acceptance at the Corporate Office & all the Zonal offices / Project offices as decided by REC.	
J(ii)	In the Project stage during hand holding period, the supplier shall provide one technical person in the REC Corporate office at appropriate level having background of system and functional module. The person so deputed should have relevant qualification and should be ERP product certified in the relevant modules of REC with experience of implementing at least one full cycle to provide technical support for day-to-day operation of the users at REC corporate office and Zonal offices / Project offices. Travel to project office location (if required) will be borne by REC.	
<b>K</b>	<b>DISASTER RECOVERY AND BACK-UP POLICY</b>	
K(i)	The supplier shall formulate an effective Back up strategy and Disaster Recovery Plan	BACK UP STRATEGY AND DISASTER RECOVERY PLAN
K(ii)	Shall test the effectiveness of the Back Up Strategy and the Disaster Recovery Plan.	
<b>L</b>	<b>FREE UPGRADES</b>	
L(i)	The supplier shall make available and implement all upgrades at REC's option free of cost from the date of go live as part of the Product support during Stabilization and Warranty period.	

*(Handwritten signature)*



<b>M</b>	<b>MAINTENANCE</b>	
M(i)	The supplier shall make available and implement all updates & upgrades at REC's free of cost as a part of Product AMC and support AMC.	
M(i)	The supplier is to ensure that IIS conforms to the REC's requirement set forth in the functional requirement and maintain a performance standard of 95% uptime at all locations.	
M(ii)	If, for reasons entirely attributable to the Supplier, the IIS System does not conform to the Scope of the Work or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the IIS as may be necessary to conform to the Scope of Work and meet all functional and performance standards.	

All the deliverables mentioned above should be submitted at least in five hard copies & one soft copy in CD-Rom.

## 8. Delivery Schedule

Sl. No	Deliverable/ Milestone	Refer para of deliverables / Conditions of Contract	Delivery Schedule In weeks (Date of LOA=D)
1	Supply of ERP Software (CDs containing the ERP base product, user license, database user license, operating manual, technical documents etc) Base product plus 100 full user licenses	D (i)	D+1 (One)
2	Inception Report	A (i)	D+1 (One)
3	Completion of ERP product & Certification training for selected Functional personnel and IT Systems personnel	24 of CC	D+8 (Eight)
4	Agreed and Finalized Project Plan	A (ii)	D+2 (Two)
5	Hardware, Networking and Communication Specification	B (i) & B (vi)	D+2 (Two)
6	Training Requirement Report (other than for Core Team)	C (ii)	D+3 (Three)
7	Training Curriculum (other than for Core Team)	C (iii)	D+4 (Four)
8	“AS IS” Process Mapping & Analysis and acceptance by REC	A (ii)	D+6 (Six)
9	Change Management Requirement Report	C (i)	D+6 (Six)
10	Authorization Security and Access Control Specification	H (i)	D+8 (Eight)
11	Back Up Strategy and Disaster Recovery Plan	K (i)	D+9 (Nine)
12	“Business Blueprint Document”, “GAP Analysis Report” and acceptance by REC	A (iii)	D+12 (Twelve)
13	Baseline Acceptance (Individual Modules)	A (iv)	D+16 (Sixteen)
14	Go-Live for one module (Project planning and work flow for scheme sanction)	F (i)	D+ 18 (Eighteen)
15	Authorization Security and Access Control Acceptance	H (ii)	D+ 22 (Twenty Two)
16	Integration Acceptance – Entire Scope	G (i)	D+28 (Twenty eight)
17	Training of all types of users for ERP solution	24 of CC	D+30 (Thirty)
18	Data Migration	F (i)	D+32 (Thirty Two)
19	Go-live Operational Acceptance	23.3 of CC	D+36 (Thirty Six )
20	Stabilization Acceptance	23.5 of CC	D+47 (Forty Seven)
	Project Closure		D+48 (Forty Eight)

The tasks that are provided in the deliverables but not listed in the delivery schedule are to be performed by the supplier in such a manner that it will not affect the project schedule.

## 9. Implementation

9.1 The ERP will be implemented in REC as follows:

ERP shall be implemented in the Corporate Office, Zonal offices / Project offices and the CIRE Training Center. The field location and the training centre would use the system over web. The user level training for the field locations may be planned either at the Zonal office locations /project offices/corporate office, New Delhi to be arranged in batches to cover the training requirement for all the users.

### 9.2 Implementation Mechanism

The implementation of the ERP based IIS will be overseen by a Steering Committee. It is imperative that at least one representative from each member of the consortium will represent on this steering committee. The size and composition of the steering committee will be decided by the REC in consultation with the supplier within 14 days of issue of LOA.

### 9.3 Post Implementation Hand Holding Services

9.3.1 The Supplier shall provide post implementation support to the REC to ensure the efficient day to day functioning of the ERP based IIS during the stabilization period of three months from the date of successful go-live operational acceptance and **6 months of the warranty period.**

## 10. Documentation

The Supplier should ensure complete documentation of all configuration settings, other activities, Interfaces and their steps / stages involved in the implementation with the support of the project team. Supplier shall prepare the business process documents, end-user manuals and training documents and other needful documents.



## INSTRUCTION TO THE BIDDERS

### A. General

#### 1. Eligibility criteria for the Bidders

The bid is open to ERP Principals and reputed ERP implementation partners as a consortium. ERP Principal may choose to bid alone (taking the role of ERP product supplier as well as Implementation partner) or form a consortium with one Implementation Partner. In case of consortium bidding, the implementation partner will be the lead member for bidding & execution. If the ERP vendor does the implementation by itself, then the ERP vendor has to individually qualify the Mandatory Qualifying requirements (as provided in the tender document as Annexure I & II) for both the ERP product vendor and the Implementation partner. Only fully owned product of the ERP OEM would be considered and no third party product will be accepted.

#### 2. Bid by a Consortium

1.1 Bids submitted by a consortium shall comply with the following requirements:

- (a) The bid will include a letter signed by both the members of the consortium who are bidding jointly for this work. (The format of the letter is provided as FORM # 1- Bid by Consortium).
- (b) The lead member in the consortium is the Implementation partner and an authorization letter duly signed by legally authorized signatories is required to be submitted.
- (c) The contract shall be signed between the lead member and REC.
- (d) The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of both members of the consortium, and shall be responsible for delivery of all provisions of the contract.
- (e) The lead member shall be responsible for the entire execution of the Contract.
- (f) All payment transactions shall be done exclusively with the lead member of the consortium or as that agreed between the REC and the consortium members at the time of the award of the work.
- (g) A firm, who is not an ERP principal, may be a member in only one consortium that submits a bid in response to these Bidding Documents.
- (h) A notarized copy of the duly executed Consortium Agreement, entered into between the ERP Principal and Implementation partner shall be submitted in the technical bid

**3. Ethical Standard**

- 3.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the REC will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract

For the purposes of this provision, the terms set forth below are defined as follows:

- (i) “*corrupt practice*” means the offering, giving, receiving, or soliciting of any thing of value to influence the action in the procurement process or in Contract execution; and
  - (ii) “*fraudulent practice*” means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the REC of the benefits of competition;
- 3.2 By signing the Bid Forwarding Letter, (as per FORM # 1 provided in section V of the bidding documents) the Bidder represents that for the software it supplies, it is either the owner of the Intellectual Property Rights in the software or that it has proper authorization and/or license from the owner to offer them. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the REC may take.

**4. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and the REC will in no case be responsible or liable for those costs.

**B. The Bidding Documents****5. Content of Bidding Documents**

- 5.1 The Tender Documents shall consist of the documents listed below and any addenda as may be issued there to

Section I Background  
 Section II Scope of the Work  
 Section III Instructions to Bidders (ITB)  
 Section IV Conditions of Contract (CC)  
 Section V Forms and Annexures

- 5.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.

**6. Clarification on Bidding Documents**

- 6.1 A pre-bid meeting shall be organized as per details given in the BDS to provide clarifications sought by the bidders.
- 6.2 A prospective Bidder may also request for any clarification/queries in the Bid Documents by notifying the REC in writing within seven (7) days from the publishing of the bid document. The clarification/queries will be discussed in the pre-bid conference. Copies of the query and REC's response will be sent to the concerned Bidders prior to the Bid closing date.

**7. Amendment of Bidding Documents**

- 7.1 The REC may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the Bid submission date may be extended at the discretion of the REC.
- 7.2 Amendments made prior to submission of bid will be provided in the form of Addenda to the Bidding Documents and will be sent in writing to all Bidders that have obtained the Bidding Documents and will be binding on them.

**C. Preparation of Bids****8. Language of Bid**

The bid, all correspondence and documents related to the bid shall be in English.

**9. Documents Accompanying the Bid**

All documentary evidence in support of claims must clearly be marked as to against which criteria the document is submitted.

- 9.1 The Bid shall be in three parts:
- (i) Response to mandatory requirements (Annexure- I & II)
  - (ii) Techno - Commercial Bid
  - (iii) Financial Bid /Price Bid

**9.1.1 Response to mandatory requirements**

The Response to mandatory requirements shall consist of:

- a) A Forwarding Letter indicating the submission of the Bid. The letter should be signed by an authorized person holding the Power of Attorney.
- b) Power of Attorney in original or duly notarized.
- c) Formation of the Consortium and authorization in favour of the Consortium Leader (FORM # 1).

- d) Response to the mandatory requirement given in Appendix-I and Appendix-II along with supporting documents.
- e) Self Certificate by the ERP Product Vendor stating that they control the software development lifecycle of the offered ERP product.

#### 9.1.2 Techno - Commercial Bid

##### Commercial bid shall consist of:

- a) Signed copy of Tender Document (all pages to be signed & stamped of Section I, II, III) as given in Para 5.1.
- b) List of Deviations / exclusions (FORM # 6).
- c) Organisational structure of the Supplier & escalation mechanism.
- d) Solvency Certificate of each member of the consortium.

#### 9.1.3 Technical Bid shall consist of:

This part of the bid shall include:

- a) ERP Vendor/ IP evaluation Criteria as per Annexure- VII.
- b) Profile of the Bidder (FORM#2) and details of projects implemented (FORM # 3).
- c) Offered ERP Product literature, genealogy, modules offered, end of life and end of support details.
- d) Details of 3<sup>rd</sup> party software(s) offered, their company details, market position, lifecycle, their integration and deployment plans, support and other details
- e) Team deployment and CV of the team members (FORM# 4&5).
- f) Project Methodology.
- g) Development and Implementation Plan (Project Plan) together with Activity Bar Chart and PERT Chart.
- h) Training Schedule and pre-qualification required if any before ERP Training – including resources required for conducting the training.
- i) Test Plans for ERP S/w.
- j) Extended support plan.

The domain / scope of work division between the consortium members has to be clearly defined and submitted by the consortium leader – duly signed and accepted by the consortium members.

#### 9.1.4 Financial Bid

The Financial Bid shall consist of

- a) Financial Bid Forwarding Letter (FORM # 7)
- b) Price Schedule ( FORM # 8)

- 9.2 For all the parts of the Bid, the Bidder shall prepare one original and copies of the bid as per Bid Data Sheet (BDS), clearly marking as “Original Bid” and “Copy” as appropriate. In the event of any discrepancy between them the original shall govern.
- 9.3 The original and the copies of the bid, each consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.
- 9.4 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two price quoted in words shall be considered.

#### **10. Documents Establishing the Conformity of Proposed System to Bidding Documents**

- 10.1 The Bidder shall furnish as part of its bid, documents establishing the conformity to the Bidding Documents of the Proposed IIS that the Bidder proposes to supply and install under the Contract.
- 10.2 The documentary evidence of conformity of the Proposed IIS to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including detailed description of the essential technical and performance characteristics of each module/ component of ERP making up the proposed IIS including the version of the ERP that the Bidder is proposing to supply.
- 10.3 Project Methodology shall consist of methods, approach, monitoring mechanisms and quality frameworks that the bidder will use to ensure successful implementation and integration of the Proposed IIS with other systems for the REC.
- 10.4 The Development and Implementation Plan shall contain Contract Implementation Schedule showing the estimated duration, sequence, and interrelationship of all operational activities needed to complete the Contract.
- 10.5 A written confirmation that the Bidder shall accept responsibility for the successful implementation, integration and inter-operability of all components of the proposed IIS as required by the Bidding Documents.

#### **11. Soft copy of Compliance Matrices**

The Supplier shall submit Soft copy of all relevant documents including the Functionality Compliance Matrix (Annexure IV) and System Requirement Compliance Matrix (Annexure V) wherever possible, together with the authenticated hard copy as part of the technical bid.

## 12. Bid Prices

12.1 The Bid Price Schedule (FORM # 8) must be prepared in accordance with the instructions specified below:

- (a) The Prices for supply, installation, implementation and integration of the ERP base product and User Licenses must be quoted in accordance with FORM # 8
- (b) The Prices for Integration and Implementation Services must include all incidental costs associated with the provision of the service, such as travel, subsistence, office support, communications, printing, taxes, levies, duties and fees imposed on the Bidder of its employees in India or in any other country.
- (c) For site visit of REC's project teams to installations of the customers of the supplier, REC will make necessary arrangement of travel, boarding and lodging of REC officers only. All other expenses including the participation fee if any shall be payable by the supplier. Only during the handholding period (if required) REC shall bear the expenses towards travel of project team.
- (d) The total bid price will be calculated with the following component
  - Total cost **for Main Components** as per Form # 8

## 13. Bid Security (EMD)

- 13.1 The Bidder shall furnish as part of its bid, a bid security (EMD) for an amount of Rupees Two Lakhs only, which shall be interest free and in the form mentioned in ITB clause 13.2.
- 13.2 The bid security shall at the Bidder's option be in the form of a demand draft/ Bankers cheque or FDR from a Indian Scheduled bank selected by the Bidder duly endorsed in favor of REC Limited. Bid security shall remain valid for twenty-eight (28) days longer than the bid validity period.
- 13.3 Any bid not accompanied with the prescribed bid security, shall be rejected by the REC as non-responsive.
- 13.4 The bid security of unsuccessful Bidders will be returned as promptly as possible, but not later than forty five (45) days after the expiration of the period of bid validity. However, if due to unavoidable circumstances the bid security is not returned within stipulated time by REC, the bidders shall not claim any interest for the delay.
- 13.5 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and furnished the required performance security.

13.6 The bid security may be forfeited:

- (a) if a Bidder:
  - (i) withdraws its bid during the period of bid validity specified on the Bid Form, except as provided under ITB Clause 18.3 or
  - (ii) Fails to accept the REC corrections of arithmetic errors in the Bidder's bid (if any), in accordance with ITB Clause 20.2.
- (b) in the case of the successful Bidder, if the Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 27; or
  - (i) Furnish performance security in accordance with ITB Clause 28.

#### 14. Period of Validity of Bid

Bid shall remain valid for a period of **180 (One Hundred and Eighty)** working days from the date of submission of bid.

### D. Submission of Bids

#### 15. Sealing and Marking of Bids

- 15.1 The Bidder shall prepare and seal the following three packets for his bid
- Responses to Mandatory Requirements
  - Techno - Commercial Bid
  - Financial Bid

Each packet will contain the original and the copies of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY" (Copies for EMD need not be submitted).

All the above 3 packets shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall

- (a) be addressed to the REC at the address given in the BDS and
- (b) bear the Contract name, the Invitation for Bids title and number, and the statement "DO NOT OPEN BEFORE\_\_\_\_\_".
- (c) The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."
- (d) If the outer envelope is not sealed and marked as required by ITB Clause 15.1 above, the REC will assume no responsibility for the bid's misplacement or premature opening.

**16. Deadline for Submission of Bids**

Bids must be received by the REC at the address specified in the BDS not later than the time and date stated in the BDS. The REC may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of the REC and Bidders will thereafter be subject to the deadline as extended.

**17. Late Bids**

Any bid received by the REC after the bid submission deadline prescribed by the REC in the BDS for ITB Clause 16, will be rejected and returned unopened to the Bidder.

**18. Modification and Withdrawal of Bids**

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

18.1 Modification will be permitted only if a written notice of the same is received by the REC prior to the deadline prescribed for bid submission.

18.2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows:

- (a) The Bidders shall provide an original and two copies of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATIONS—ORIGINAL" and "BID MODIFICATIONS—COPY." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATIONS."
- (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Clauses 9.3. & 9.4.

18.3 A Bidder wishing to withdraw its bid shall notify the REC in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:

- a) be addressed to the REC at the address named in the BDS and bear the Contract name, and the words "BID WITHDRAWAL NOTICE." Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.

18.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's Bid Security, pursuant to ITB Clause 13.6.

## E. Bid Opening and Evaluation

### 19. Opening of Bids by REC

19.1 Bids (as defined in ITB Clause 9.1) received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in the Bid Data Sheet (BDS). Bidders wishing to be present at the time of such opening may send their duly authorized representative.

The bids shall be opened in the following sequence:

- Mandatory Requirements
- Techno - Commercial Bid
- Financial Bid

19.2 The REC shall open the mandatory requirement bid only for those bidders who submit a valid and acceptable EMD.

19.3 The REC will open the Techno - Commercial bid only for those bidders who qualify by meeting the REC's 1st stage of evaluation i.e. Mandatory Qualifying Criteria (in accordance with ITB Clause 22, Section-III), on the date, time and place which will be communicated to the bidders. The bidders may send their representatives to attend the opening.

The REC will open the Technical bid after live Demo (in accordance with ITB Clause 22), on the date, time and place which will be communicated to the bidders. The bidders may send their representatives to attend the opening.

The REC will open the financial Bids (as defined in ITB Clause 9.1) of only those Bidders who qualify in the REC's 2<sup>nd</sup> Stage of evaluation; Techno - commercial bid evaluation (in accordance with ITB Clause 22), on the date, time and place, which will be communicated to the bidders. The Bidders may send their representatives to attend the opening.

19.4 Withdrawal notices shall, however, be read out at the deadline time of the submission of the Bids, and the envelope of the corresponding bid shall not be opened for evaluation.

19.5 For the Financial Bid, Bids shall be opened one at a time, reading out the name of the Bidder; the bid price, and any other details, as the Purchaser may consider appropriate.

19.6 Financial Bids that are neither opened nor read out at the bid opening shall not be considered for the Contract Award.

### 20. Preliminary Examination of Bids

20.1 The REC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The REC will ensure that each bid is from an eligible Bidder.

- 20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 20.3 The REC may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.4 Prior to the detailed evaluation, the REC will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:
- (a) one that limits in any substantial way the scope, quality, or performance of the desired system; or
  - (b) one that limits, in any substantial way that is inconsistent with the Bidding Documents, the REC rights or the successful Bidder's obligations under the Contract; and
  - (c) one that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- 20.5 If a bid is not substantially responsive, it will be rejected by the REC and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The REC's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder in accordance with ITB Clause 21.

## 21. Clarification on Bids

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

## 22. Evaluation and Comparison of Bids

22.1 The REC will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 20.4. The bidding evaluation is based on Quality-Cost criteria.

22.2 The evaluation of responsive bids shall be done in 3 stages:

The evaluation of responsive bids shall be done in 3 stages:

**(a) STAGE-I: RESPONSE TO MANDATORY REQUIREMENTS**

These are mandatory requirements to be met by the ERP product vendor and the implementation partner. Only those bidders who meet all the mandatory requirements as provided in Appendix–I & II in this document shall be considered for stage II evaluation.

**(b) STAGE-II: EVALUATION OF TECHNO- COMMERCIAL BIDS**

- (i) This shall be the second stage of the evaluation by the REC. Only those bidders who cross the threshold level of techno - commercial evaluation indicated in Para (ii) to (vi) below and adhere to the purchaser's technical and commercial requirements shall be considered for stage III evaluation.
- (ii) Commercial bid of the vendor shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The bidders should meet the commercial conditions as defined in the bidding documents.
- (iii) Live Demonstration and evaluation of the product shall be conducted at REC office once the commercial conditions of the contract are acceptable to the REC. For the purpose of ERP product demonstration, Demo scripts will be given to all suppliers to demonstrate the product by configuring specified functionalities out of the functionalities listed in the tender document.
- (iv) Evaluation of the Technical bid shall be based on the following parameters and associated weightage as follows:

<b>Characteristic</b>	<b>Basis of evaluation (ERP vendor/ IP Evaluation Matrix Annexure - VII)</b>	<b>Score</b>
ERP Product Vendor	Q No. 1	15
Implementation Partner	Q No. 2	15
Compliance to Critical Functionalities of REC	Q No. 3	15
Product Functionality Matrix	Q No 4	10
System Requirements Compliance Matrix	Q No 5	5
India Localization Matrix	Q No. 6	5
Demonstration of ERP Product capabilities by Implementation Partner based on: <ul style="list-style-type: none"> <li>• Demonstration of 3 modules as per demo scripts provided by REC</li> <li>• Extra understanding of REC and value addition to REC</li> <li>• Project plan/ methodology for early finish of the ERP project</li> </ul>	Q No. 8	25 5 5
<b>Total</b>		<b>100</b>

- (v) Threshold value for evaluation of technical bid is 75 marks out of 100.
- (vi) Bids of bidders failing to attain the threshold value on technical evaluation as in (v) above shall be returned.

**(c) STAGE -III: EVALUATION OF THE FINANCIAL BID**

- (i) Bidders clearing the Stage II of evaluation will have their Financial Bids opened.
- (ii) Total cost of ownership (TCO) will be calculated by adding
  - Total Bid Price ( as in Form #8)
  - Present cost of the AMC as in Form# 8 for 2 years after warranty.
- (iii) The Bid having the Lowest TCO shall be termed as the Lowest Evaluated Bid and will be awarded 100 marks. Financial score of other bidders will be calculated on the basis of the following formula:

$$\text{Financial score of bidder} = \frac{\text{TCO of lowest bidder} \times 100}{\text{TCO of the bidder}}$$

- (iv) Total score of the bidding party will be determined based on the following formula:

$$\text{Total score} = 0.6 * \text{Technical score} + 0.4 * \text{Financial score}$$

- (v) The bidder(s) whose bid has secured the highest “Total Score” as per (iv) above will be considered as successful bidder(s).

**23. Contacting the REC**

23.1.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the REC on any matter related to the bid, he shall do so in writing.

23.1.2 If a Bidder tries to influence the REC directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

**F. Award of the Contract**

**24. Award Criteria**

Pursuant to ITB Clauses 20 and 22, the Bidder whose bid has secured the highest Total Score shall be eligible for award of contract. If the Total Score is the same for two or more Bidders then the Purchaser will consider the bidder with higher Technical Score for awarding the contract. If the Technical Score is also the same for two or more Bidders then the Purchaser will consider the bidder with higher Score in Critical Compliance Functionalities Matrix for awarding the contract.

**25. REC's Right to Accept or reject any or all Bids**

25.1 The REC reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

**26. Notification of Award**

26.1 Prior to the expiration of the period of bid validity, the REC will notify the successful Bidder in writing that its bid has been accepted.

26.2 The notification of award will constitute the formation of the Contract.

26.3 Upon the successful Bidder's furnishing of the signed Contract Form and the performance security pursuant to ITB Clause 28, the REC will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 13

**27. Signing of Contract**

27.1 At the same time as the REC notifies the successful Bidder that its bid has been accepted, the REC will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

27.2 Not more than fourteen (14) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial stamp paper of Rs 100/-, sign, date and return it to the REC. In case, the successful bidder does not do so, REC in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder also be liable to pay damages to REC.

27.3 The REC and the successful Bidder may also agree to meet to finalize the Contract Agreement (FORM # 9)

**28. Performance Security**

28.1 The successful bidder shall furnish the Performance Security within fourteen (14) days following receipt of notification of award. The security shall be in accordance with the Conditions to Contract, using the Performance Security Form provided in the Bidding Documents.

28.2 Failure of the successful Bidder to comply with the requirements of ITB Clauses 28.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.



## CONDITIONS OF THE CONTRACT

### A. Contract and Interpretation

#### 1. Definitions

In this Contract, the following terms shall be interpreted as indicated below.

##### (a) *Contract elements*

- (i) “Contract” means the Contract Agreement entered into between the REC and the Supplier, together with the Contract Documents. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (ii) “CC” means the Conditions of Contract.
- (iii) “Contract Documents” means the documents specified in CC Clause 2.2.
- (iv) “Contract Agreement” means the agreement entered into between the REC and the Supplier using the Form of Contract Agreement contained in the Form 9 of Section V of the Bidding Documents and any modifications to this form agreed to by the REC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- (v) “Technical Requirements” means the requirements mentioned in the clause 6 of the Scope of Work.
- (vi) “Implementation Schedule” means the Implementation Schedule documented in the Agreed and Finalized Project Plan.
- (vii) “Contract Price” means the price or prices as specified in Clause 4 of the Contract Agreement
- (viii) “Bidding Documents” refers to the collection of documents issued by the REC to instruct and inform bidders of the processes for bidding, selection of the winning bid, and Contract formation, as well as the Contractual conditions governing the relationship between the REC and the Supplier.
- (ix) “Corporate office” refers to the office where IIS will be initially implemented
- (x) “Zonal offices/ Project offices” refers to the offices in the five zones of East, West, North, South and Central zones and the 18 Project offices in their respective zones where IIS will be rolled after implementation in the the Corporate office to be indicated by the REC in the Letter of Acceptance.

##### (b) *entities*

- (i) “REC” means Rural Electrification Corporation Ltd Acting through ED ( BD/IT).
- (ii) “Project Manager” means the person appointed by the REC in the manner provided in CC Clause 16.1 to perform the duties delegated by the REC.
- (iii) “Supplier” means the person(s)/ consortium whose bid to perform the Contract has been accepted by the REC and is named as such in the Contract Agreement
- (iv) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract Agreement and approved by the REC in the manner provided in CC Clause 16.3 (Supplier’s Representative) to perform the duties delegated by the Supplier.

**(c) subject**

- (i) “ERP based IIS means all the software both System and Application, sub-systems, Materials and other Goods to be supplied, installed, implemented, integrated, and made operational, together with the Services to be carried out by the Supplier under the Contract.
- (ii) “Subsystem” means any application component, developed application or module of the ERP proposed to meet the technical requirements that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire IIS.
- (iii) “Services” means all technical, logistics, management, and any other Services to be provided by the Supplier under the Contract to supply/develop, install, implement, customize, integrate, and make operational the proposed system. Such Services may include, but are not restricted to Installation, Commissioning, Go-Live, stabilization and Training.
- (iv) “The Project Plan” means the document to be developed by the Supplier and approved by the REC, pursuant to CC Clause 17, based on the requirements of the Contract and the Development and Implementation Plan included in the Supplier’s bid. For the sake of clarity, “the Agreed and Finalized Project Plan” refers to the version of the Project Plan approved by the REC, in accordance with CC Clause 17.2. The project plan may be changed/ modified during the course of the project. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (v) “ERP Software” means Software that provides the operating and management instructions for the underlying hardware, databases and such other Software as the parties may agree in writing to be ERP Software. Such ERP Software includes but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
- (vi) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the REC under the Contract.
- (vii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- (viii) “ERP Principal “ means a firm which itself or its Parent company holds the Intellectual Property rights of the ERP software proposed to be supplied.

**(d) activities**

- (i) “Delivery” means the transfer of the ERP based IIS services from the Supplier to the REC.
- (ii) “Installation” means that the IIS or a Subsystem installed on the hardware and made available for Commissioning as provided in CC Clause 21 (Installation).
- (iii) “Commissioning” means that the System is implemented in the Zonal offices / Project offices based on the Scope of work, System and technical requirements furnished as part of these conditions.
- (iv) “Commissioning Acceptance Tests” means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the IIS or a specified Subsystem, is able to attain the functional and performance requirements (relating to commissioning) as specified in the Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions of CC Clause 22.2
- (v) “Commissioning Acceptance” means the acceptance by the REC that the IIS System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts) is capable of attaining the functional and performance requirements (relating to commissioning) as specified in the Technical Requirements and Agreed and Finalized Project Plan in accordance with CC Clause 22.3.
- (vi) “Go-Live” means the IIS system is available for live transactions following data conversion, Go-Live Operational Acceptance tests are conducted in accordance with the provisions of CC Clause 23.3
- (vii) “Go-Live Acceptance Tests” means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the IIS System, or a specified Subsystem, is able to attain the functional and performance requirements (relating to commissioning) in production/ live environment as specified in the Scope of Work and Agreed and Finalized Project Plan, in accordance with the provisions of CC Clause 23.2 “Go-Live Operational Acceptance” means the acceptance by the REC that the IIS (or any Subsystem(s) where the Contract provides for acceptance of the IIS in parts) is capable of attaining the functional and performance requirements (relating to Go-Live) as specified in the Scope of Work and Agreed and Finalized Project Plan in accordance with CC Clause 23.3.
- (viii) “Stabilization Acceptance” means successful running of the fully integrated system for at least three months from the date of full integration and its acceptance for stabilization (commissioning acceptance). Warranty will start at the end of this stabilization period of three months.

**(e) place and time**

- (i) “Project Site(s)” means the place(s) for the supply and installation of the IIS.
- (ii) “Day” means calendar day of the Gregorian Calendar.
- (iii) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the REC’s Country.
- (iv) “Month” means calendar month of the Gregorian Calendar.
- (v) “Year” means a period of twelve (12) consecutive Months.

- (vi) “Effective Date” means the date of signing of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the IIS System or Subsystem(s).
- (vii) “Contract Period” is the time period during which this Contract governs the relations and obligations of the REC and Supplier in relation to the IIS System.
- (viii) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at the date of the issue of the Go-Live Operational Acceptance Certificate of the IIS System or Subsystem(s)/Customizations, during which the Supplier is responsible for defects with respect to the IIS System (or the relevant Subsystem[s]) as provided in CC Clause 26 (Defect Liability).

**2. Contract Documents**

- 2.1 Subject to Clause CC 2.2, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.
- 2.2 The order of precedence of the Contract documents will be as follows:
  - (i) Contract Agreement
  - (ii) Letter of Acceptance issued by the REC to the Supplier
  - (iii) Conditions of Contract, Scope of the Work and enclosed Annexure
  - (iv) Supplier’s Bid

**3. Interpretation**

**3.1 Language**

- 3.1.1 All Contract Documents, all correspondence, and communications to be given shall be in English, and the Contract shall be construed and interpreted in accordance with that language.
- 3.1.2 If any of the Contract Documents, correspondence, or communications are prepared in any language other than English, the translation of such documents, correspondence, or communications shall prevail in matters of interpretation. The originating party, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

**3.2 Singular and Plural**

The singular shall include the plural and the plural, the singular except where the context otherwise requires.

### 3.3 Headings

The headings and marginal notes in the CC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

### 3.4 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

### 3.5 Entire Agreement

The Contract constitutes the entire agreement between the REC and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

### 3.6 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

3.7 If the Supplier is consortium of two or more firms, all such firms shall be jointly and severally bound to the REC for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the consortium. The composition or constitution of the consortium shall not be altered without the prior written consent of the REC.

### 3.8 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 4. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

## 5. Settlement of Disputes

All disputes or differences of any kind whatsoever that may arise between the REC and the Supplier in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:-

## 5.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Supplier to the REC in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

## 5.2 Conciliation/Arbitration

5.2.1 It is a term of this contract that Conciliation/Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

5.2.2 If the Supplier is not satisfied with the settlement by the REC on any matter in question, disputes or differences, the Supplier may refer to the Chairman & Managing Director of the REC in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the REC shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

5.2.3 Chairman & Managing Director of the REC may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Chairman & Managing Director of the REC decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Supplier. Such persons may be working/retired employees of the REC who had not been connected with the work. The Supplier shall suggest minimum two names out of this panel for appointment of Sole Conciliator/ Sole Arbitrator. Chairman & Managing Director of the REC will appoint Sole Conciliator/Sole Arbitrator out of the names agreed by the Supplier.

5.2.4 In case, the Supplier opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Supplier may refer to the Chairman & Managing Director of the REC for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Chairman & Managing Director of the REC as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

5.2.5 The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

5.2.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

5.2.7 The Arbitration proceedings, in case of foreign Contractor shall be regulated and governed by the rules of Arbitration and Conciliation of International Chamber of Commerce, Paris. The venue shall be New Delhi. The arbitration proceedings in case of Indian Contractor shall be regulated and governed by Indian Arbitration and Conciliation Act, 1996, or such modification thereof. The venue shall be New Delhi.

5.2.8 The fees and other charges of the Conciliator/Arbitrator shall be as per the scales fixed by the REC and shall be shared equally between the REC and the Supplier.

### **5.3 Settlement through Court**

It is a term of this contract that the Supplier shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 5.1 and 5.2.

### **5.4 No suspension of work**

The obligations of the REC, the Project Manager and the Supplier shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the Supplier shall continue to be made in terms of the contract.

5.4.1 Notwithstanding what is stated above, including the sub-clauses of 5.2 that is pending conciliation or arbitration on any issue between the REC and the Supplier and / or Project Manager of the Implementation Partner, it shall be agreed that the REC shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the REC from the outside agency for the default of the Supplier or Project manager of the Implementation Partner in respect of any item for which such conciliation or arbitration as stated above is pending, and the Supplier/ Project Manager of IP shall jointly and severally be liable to pay such amount or amounts immediately on receipt of such demand from the REC, without demur, and in case of the award in such arbitration is given by the arbitrators in favour of the Supplier or the Project Manager of IP, then the amount/s taken as reimbursements by the REC shall be refunded without any interest, to the Supplier or Project Manager of IP, as the case may be, by the REC, immediately on receipt of such award.

### **5.5 Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

### **5.6 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi.

**B. Subject Matter of Contract****6. Scope of the ERP**

- 6.1 Unless otherwise expressly limited in the CC or Scope of the Work, the Supplier's obligations involve implementation, integration, achieving go-live operational acceptance of the IIS, provision of all the IIS System's components and materials as well as performance of all Services in accordance with the plans, procedures, specifications, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.
- 6.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items, services materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Go-Live Operational Acceptance of the IIS System as if such work and / or items and Materials were expressly mentioned in the Contract.

**7. Time for Commencement and Go-Live Operational Acceptance**

- 7.1 The Supplier shall commence work on the IIS System within 1 Week from date of issue of Letter of Acceptance. The Supplier shall thereafter proceed with the supply/ development, installation, implementation and integration of the IIS System in accordance with the time schedule specified in the Agreed and Finalized Project Plan.
- 7.2 The Supplier shall achieve Go-Live Operational Acceptance of the IIS System or Subsystem(s) in accordance with the time schedule specified in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled under CC Clause 34

**8. Supplier's Responsibilities**

- 8.1 The supplier has the primary responsibility for conducting the Commissioning Acceptance Tests and the go-live Operational Acceptance Test(s) for the IIS System in accordance with CC Clause 22.2 & 23.2 respectively.
- 8.2 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to CC Clause 35.2.
- 8.3 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- 8.4 The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the REC from and against any and all liabilities, damages, claims, fines, penalties, and expenses of

whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, but without prejudice to CC Clause 9.1. The Supplier shall not indemnify the REC to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the REC

- 8.5 The Supplier shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The supplier will provide the Resumes of personnel to be staffed on the project as per FORM # 5, provided in Section V of the Bidding Documents. All personnel must have worked with the supplier for a minimum of twelve (12) months, shall preferably have worked on the modules they have been assigned to work under ERP implementation. In particular, the key personnel namely the Project Leader, Module Leaders, Quality Assurance personnel any Specialist/Analysts required as appropriate, need to have sufficient experience in terms of relevance and number of years required to implement the IIS. Should the profile of any personnel be not acceptable to the REC, the REC will require the Supplier to suitably replace such personnel. They are to be assigned to the project on full time basis. The key personnel as deployed for the project by the vendor will in no case claim any regular employment in REC, and their PF, Gratuity and statutory liabilities will be borne by the supplier.
- 8.6 If for any reason beyond the control of the supplier, there arises a need to replace any personnel, the supplier shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of the REC.
- 8.7 The supplier shall provide personnel who, under the Contract agreement shall not engage in any other business or professional activity in India / abroad during their work at REC.
- 8.8 The Supplier is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the REC elsewhere in the Contract.
- 8.9 The supplier will have primary responsibility for the successful running and stabilization of the IIS System, in accordance with CC Clause 23.5.

**9. REC's Responsibilities**

- 9.1 The REC shall ensure the accuracy of all information and/or data to be supplied by the REC to the Supplier.
- 9.2 The REC shall be responsible for timely provision of core team and necessary resources, information, and decision making under its control that are necessary to reach an agreed and Finalized Project Plan (pursuant to CC Clause 17.2) within the time schedule specified in the Attachment to the CC Section.
- 9.3 The REC shall provide the office space, furniture and other supporting facilities within its premises for the Supplier's team in accordance with the Agreed Project Plan.

- 9.4 The REC shall be responsible for timely provision of resources, necessary access, and information necessary for the Installation, Commissioning (including Commissioning Acceptance) and Go-Live (including Go-Live Operational Acceptance) of the IIS as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the REC may result in an appropriate extension of the Time provided for Go-Live Operational Acceptance if the activity shown is on critical path.
- 9.5 Unless otherwise specified in the Contract or agreed upon by the REC and the Supplier, the REC shall provide personnel, to properly carry out, Installation, Commissioning including (Commissioning Acceptance), Go-Live (including successful running and stabilization of the system), at or before the time specified in the Agreed and Finalized Project Plan.
- 9.6 The REC will designate appropriate staff for the training courses to be given by the Supplier and shall endeavor to make all appropriate logistical arrangements for such training as specified in the CC, the Agreed and Finalized Project Plan, or other parts of the Contract. If the REC is unable to make the appropriate logistic arrangements for such training then the responsibility of doing so shall be that of the Supplier and the direct costs so incurred may be presented to the REC for reimbursement at the costs and expenses of the REC.

## **C. Payment**

### **10. Contract Price**

- 10.1 The Contract Price shall be as specified in Clause 4 of the Contract Agreement (FORM # 9).
- 10.2 All supplies and services required by the Contract are priced inclusive of all incidental costs (such as traveling, out of pocket expenses, office support, communications, printing of materials), and inclusive of all taxes paid or payable in any country, upon rendering of the services as on the date of bid submission. Increase in customs duty on imported products supplied and increase in service tax on the services rendered after the date of bid submission shall be payable extra by the REC on production of satisfactory proof of the increase.
- 10.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall except as otherwise provided for in the Contract, cover all its obligations under the Contract.

### **11. Terms of Payment**

- 11.1 The Supplier's request for payment shall be made to the REC in writing, accompanied by an invoice describing, as appropriate, the milestone completed. The Contract Price shall be paid in Indian Rupees in accordance with the Payment Schedule attached at the end of this chapter.
- 11.2 The REC shall pay to the Supplier an interest bearing mobilization advance stated in Payment Schedule as mentioned above. The mobilization advance shall be paid after the signing of Contract Agreement, receipt of Performance Guarantee and Bank Guarantee for the amount of Mobilization Advance. The mobilization advance shall carry an interest of 9(nine) % per annum. Mobilization advance will be adjusted prorata in subsequent payments.

- 11.3 If the contract is terminated under the provisions of these conditions and the mobilization advance has not been repaid, and/or adjusted against the services rendered till then, the whole of the balance then outstanding together with accrued interest thereon shall immediately become due and payable by the Supplier to the REC.
- 11.4 No payment made by the REC herein shall be deemed to constitute Go-Live Operational Acceptance by the REC of the system or any Subsystem(s)
- 11.5 Payments shall be made promptly by the REC, but in no case later than thirty (30) days after submission of an invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Manager/authorized representative.

**11.6 Payment Schedule**

**PAYMENT SCHEDULE**

Note: Supplier shall raise invoice on completion of milestone activities (as applicable) which are listed below:

	Description of Task	Terms of Payment	Payment Schedule
<b>I</b>	<b>Mobilization Advance</b>	10% of Total Contract Value i.e. (1) of the Price Schedule (Form # 8 )	After signing of the contract agreement against submission of BG of equal amount to be valid for the entire project period including one year of warranty period.
<b>II</b>	<b>Product/Application Related Costs and Integration /Implementation cost</b>		
1	<ul style="list-style-type: none"> <li>• Supply and installation of ERP Software along with licenses (To be supplied as per delivery schedule indicated in the clause 8, section II: Scope of work)</li> <li>• “Business Blueprint document” and “GAP Analysis report”,</li> </ul>	25% of Total Contract Value i.e. (1) of the Price Schedule (Form # 8 )	Confirming receipt, supply & satisfactory installation of ERP software & number licenses and RDBMS licenses delivered  Upon submission and acceptance of Business Blueprint document and GAP Analysis report.
2	Baseline Acceptance (Individual modules)	15% of Total Contract Value i.e. (1) of the Price Schedule (Form # 8 )	Upon completion of baseline configuration and acceptance by REC
3	Go live for one module ( Project planning and work flow for scheme sanction)	10% of Total Contract Value i.e. (1) of the Price Schedule (Form # 8 )	Upon Go-live Acceptance of one module and certification by CMD REC.



4	Integration Acceptance-Entire Scope	15% of Total Contract Value i.e. (1) of the Price Schedule (Form # 8)	Upon completion of User Acceptance Testing and Acceptance by REC
5	Go-live for all the modules	25% of Total Contract Value i.e. (1) of the Price Schedule (Form # 8)	Upon Go-live Acceptance and certification by CMD REC.
6	Training for the Core Team and Admin - system level.	50% of price for Item No. (3) + (7) of the Price Schedule (Form # 8)	Upon submission of Training completion report for Core Team and system level training.
7	Training the Top management and end users	50% of price for Item No. (3) + (7) of the Price Schedule (Form # 8)	Upon submission of Training completion report for Top management and end users.
<b>III Handholding charges</b>			
1	Handholding charges after three months from stabilization acceptance date	50 % of price for Item No. (4) of the Price Schedule(Form # 8) to be released after completion of three months period from stabilization acceptance date	Upon submission of the satisfactory completion report from the project manager.
2	Handholding charges after six months from stabilization acceptance date	Balance 50 % of price for Item No. (4) of the Price Schedule(Form # 8) to be released after completion of six months period from stabilization acceptance date	Upon submission of the satisfactory completion report from the project manager.

## 12. Securities

### 12.1 Issuance of Securities

The Supplier shall provide the securities in favor of the REC at the times and in amount, manner and form specified below.

### 12.2 Advance Payment Security

12.2.1 The Supplier shall provide a security equal in amount to the advance payment and valid until the Supplier receives from the REC a Go-Live Operational Acceptance Certificate or till the said advance payment is adjusted against the supplies or services, whichever is earlier.

12.2.2 The security shall be in the form provided in the Bidding Documents or in another form acceptable to the REC. The amount of the security shall be reduced in proportion to the value of the IIS System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the REC. The security shall be returned to the Supplier immediately after its expiration.

12.3 Performance Security

12.3.1 The Supplier shall, within 14 days(fourteen days) of receipt of Letter of Acceptance provide the notification of Contract award, provide a Security for the due performance of the Contract for an amount equal to 10% of the contract value (excluding the value of Annual Maintenance charges). The Performance Security will be valid for thirty (30) days after the date of completion of warranty period.

12.3.2 The security shall be in one of the following forms

- (a) Bank Guarantee (in the format as provided in FORM # 10 of the bidding documents) issued by a Indian Scheduled bank acceptable to the REC
- (b) Demand Draft favoring REC Ltd and payable in Delhi.

**13. Taxes and Duties**

Except as otherwise specifically provided in the Contract, the Supplier shall bear and pay all taxes, duties, levies, and charges assessed on the Supplier by all municipal, state, or national government authorities, in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable would be deducted at source.

**D. Intellectual Property**

**14. Copyright**

14.1 The Intellectual Property Rights in the ERP base products and Standard Materials shall remain vested in the owner of such rights. The purchaser will be granted non-exclusive and paid up license to use the ERP base products and standard materials including modifications thereto for the purposes agreed herein. For any modification or bespoke development made to the software, the IPR shall belong to REC. However, the purchaser has rights to transfer the ERP base products licenses to any of the Zonal offices / Project offices of REC.

14.2 The REC’s Contractual rights to use the ERP base product may not be assigned, licensed, or otherwise transferred except in accordance with the relevant license.

14.3 All rights including the Intellectual Property Rights subsisting in any material including any tools, utilities or methodologies belonging to the Supplier and used to perform the obligations under this Agreement shall remain vested in the Supplier (the Supplier Properties) and any additional or new inventions made in the course of performance of services shall belong to the REC.

**15. Confidential Information**

15.1 The REC and the Supplier (“the Receiving Party”) shall each keep confidential and shall not, without the written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”), that has been marked “Confidential” –(“Confidential Information”) **and**

- (a) furnished directly or indirectly by the Disclosing Party in connection with this Contract; or
- (b) where the Supplier is the Receiving Party, information generated by the Supplier in the course of the performance of its obligations under the Contract and relating to the

businesses, finances, suppliers, employees, or other contacts of the REC or the REC's use of the IIS System, whether such information has been furnished or generated prior to, during, or following termination of the Contract ("Confidential Information").

15.2 Notwithstanding the above the REC may furnish Confidential Information of the Supplier:

- (i) to its support service suppliers to the extent reasonably required for them to perform their work under their support service Contracts; and
- (ii) to its affiliates and subsidiaries in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this CC Clause 15 as if that person were party to the Contract in place of the Receiving Party;
- (iii) and in such case shall be liable for any breach of confidentiality obligations by the receiving party as stated in subclauses (i) and (ii) above

15.3 The REC shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the IIS System. Similarly, the Supplier shall not, without the REC's prior written consent, use any Confidential Information received from the REC for any purpose other than those that are required for the performance of the Contract.

15.4 The obligation of a party under CC Clauses 15.1, 15.2, and 15.3 above, however, shall not apply to that information which:

- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;
- (d) independently developed by the Receiving Party without the use of that Information and without the participation of individuals who have had access to that Information;
- (e) Required to be provided under any law, or process of law duly executed.

15.5 The above provisions of this CC Clause 15 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the IIS System or any part thereof.

**E. Supply, Installation, Commissioning, Go-Live and Stabilization of the ERP**

**16. Representatives**

**16.1 Project Manager**

The REC shall appoint and notify the Supplier in writing the name of the Project Manager within ten (10) days of signing of the Contract. The REC may also from time to time appoint some other person as the Project Manager in place of the person previously so

appointed and shall give a notice of the name of such other person to the Supplier without delay. The Project Manager shall have the authority to represent the REC on all day-to-day matters relating to the IIS System or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the Project Manager, except as otherwise provided for in this Contract. All notices, instructions, information, and other communications given by the Supplier to the REC under the Contract shall be given to the Project Manager, except as otherwise provided for in this Contract.

16.2 The Project Manger may at any time delegate/revoke to any person any of the powers, functions, and authorities vested in him or her.

16.3 Supplier's Representative ( to represent ERP Principal and Implementation partner)

16.3.1 The Supplier shall appoint the Supplier's Representative within ten (10) days of the signing of the Contract and shall request the REC in writing to approve the person so appointed. The request must be accompanied by a detailed CV for the nominee, as well as a description of any other ERP System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the REC does not object to the appointment within ten (10) days, the Supplier's Representative shall be deemed to have been approved. If the REC objects to the appointment within ten (10) days giving the reason therefore, then the Supplier shall appoint a replacement within ten (10) days of such objection in accordance with this CC Clause 16.3.1.

16.3.2 The Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the IIS or arising from the Contract. The Supplier's Representative shall give to the Project Manager all the Supplier's notices, instructions, information, and all other communications under the Contract. All notices, instructions, information, and all other communications given by the REC or the Project Manager to the Supplier under the Contract shall be given to the Supplier's Representative or, in its absence, its deputy, except as otherwise provided for in this Contract.

16.3.2.1 The Supplier shall not revoke the appointment of the Supplier's Representative without the REC's prior written consent, which shall not be unreasonably withheld. This provision shall however not apply to a case of retirement, resignation or termination of employment of the Supplier's Representative for whatever reason by the Supplier. If the REC consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative.

16.3.2.2 The Supplier's Representative and staff are obliged to work fsely with the REC's Project Manager and act within their own authority, and abide by directives issued by the REC through the Project Manager that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel.

16.3.2.3 The Supplier's Representative may, subject to the written approval of the REC (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy of such a notice has been delivered to the REC and the Project Manager.

16.3.3 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with CC Clause 16.3.2.3 shall be deemed to be an act or exercise by the Supplier's Representative.

**16.4 Objections and Removals**

16.4.1 The REC may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the REC, may have behaved inappropriately, be incompetent, or be negligent. The REC shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the IIS.

16.4.2 If any representative or person employed by the Supplier is removed in accordance with CC Clause 16.4.1, the Supplier shall, where required, promptly appoint a replacement.

**17. Project Plan**

17.1 In close cooperation with the REC and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract.

17.2 The Supplier shall formally present to the REC the Project Plan in accordance with the Technical Requirements as part of the Inception Report. The project plan shall include a PERT chart describing the activities, resources required on the time for completion. The plan also shall bring out the critical areas needing continuous attention of the REC.

17.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with CC Clauses 32 and 34.

17.4 The Supplier shall undertake to supply, install, implement, integrate, commission and ensure the go-live and stabilization of the System in accordance with the Agreed and Finalized Project Plan and the Contract.

17.5 The Progress and other reports specified shall be prepared by the Supplier and submitted to the REC in the format and frequency specified in the Agreed and Finalized Project Plan.

17.6 Changes to the Project Plan, if required, shall be made with the mutual consent of the REC and the Supplier.

**18. Design and Development**

**18.1 Technical Specifications**

18.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the IIS in compliance with the provisions of the Contract or where not so specified, in accordance with good industry practice.

18.1.2 The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager

or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the REC.

**18.2 Approval/Review of Technical Documents by Project Manager**

18.2.1 The Supplier shall prepare and furnish to the Project Manager the documents as specified in the Technical Requirements for the Project Manager's approval or review.

18.2.2 Within fifteen (15) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with CC Clause 18.2.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes.

18.2.3 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with CC Clause 18.2.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved. The procedure set out in CC Clauses 18.2.2 through 18.2.3 shall be repeated, as appropriate, until the Project Manager approves such documents.

18.2.4 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the REC.

18.2.5 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this CC Clause 18.2. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of CC Clause 32 (Changes to the IIS System) shall apply to such request.

**19. Product Upgrades**

19.1 At any point during performance of the Contract, shall technological advances be introduced by the Supplier for Subsystems originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the REC the latest versions of the available Subsystem having equal or better performance or functionality at the same or lesser unit prices, pursuant to CC Clause 32 (Changes to the IIS ).

19.2 During performance of the Contract, the Supplier shall offer to the REC all new versions, releases, and updates of the ERP Modules, as well as related documentation and technical support services, within twenty eight (28) days of their availability from the Supplier to other clients of the Supplier in the REC's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Price Schedule form in its bid.

- 19.3 During the Warranty Period, unless otherwise specified in the Attachment to the CC the REC may require the Supplier to provide at no additional cost to the REC all new versions, releases within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the REC's country, and no later than six (6) months after they are released in the country of origin of the Software.
- 19.4 The REC may at its discretion introduce all new versions, releases or updates of the Software provided that the new version, release, or update does not adversely affect the IIS operation or performance or require extensive reworking of the IIS. In cases where the new version, release, or update adversely affects the IIS System operation or performance, or requires extensive reworking of the IIS, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the REC receives a production-ready copy of a subsequent version, release, or update. The REC shall use all reasonable endeavors to implement any new version, release, or update, subject to the twenty-four-month-long stop date.

## **20. Inspections and Tests**

- 20.1 The REC or its representative shall after providing the Supplier with reasonable advance written notice, have the right to inspect and/or test any components of the IIS System, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.
- 20.2 Should the inspected or tested components fail to conform to the Contract, the REC may reject the component(s), and the Supplier shall within a period of 14 (fourteen) days either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the REC.

## **21. Installation of the IIS System**

- 21.1 As soon as the IIS System, or any Subsystem has in the opinion of the Supplier, been delivered and installed in accordance with the Agreed and Finalized Project Plan, the Supplier shall so notify the REC in writing.
- 21.2 The Project Manager of the REC shall issue an Installation Certificate, stating that the IIS System, or major component or Subsystem (if Installation Acceptance by major component or Subsystem is specified in the Contract), has achieved Installation by the date of the Supplier's notice under CC Clause 21.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the IIS System. The Supplier shall use all reasonable endeavor to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out re-testing of the IIS System or Subsystem and, notify the REC in writing, in accordance with CC Clause 21.1 when it has rectified the defect and/or deficiencies that the Project Manager has notified the Supplier of. The procedure set out in this CC Clause 21.2 shall be repeated, as necessary, until an Installation Certificate is issued.

**22. Commissioning and User Acceptance**

## 22.1 Commissioning

22.1.1 Commissioning of the IIS (or Subsystem if specified in the Contract) shall be commenced by the Supplier as specified in the Agreed and Finalized Project Plan

22.1.2 The REC shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use (go live) of the ERP based IIS System or Subsystem(s) shall not commence prior to the start of formal Commissioning Acceptance Testing.

## 22.2 Commissioning Acceptance Tests

The Commissioning Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Supplier, but shall be conducted with the full cooperation of the REC during Commissioning of the IIS System (or Subsystem[s] if specified in the Contract), to ascertain whether the IIS System (or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Commissioning Acceptance Tests shall be conducted in accordance with the test scripts prepared by the REC in consultation with the ERP Implementation Partner. At the REC's discretion, Commissioning Acceptance Tests may also be performed on upgrades and new version releases that are added or field-modified after Commissioning Acceptance of the IIS System.

## 22.3 Commissioning Acceptance

22.3.1 Subject to CC Clause 22.4 (Partial Commissioning Acceptance) below, Commissioning Acceptance shall occur in respect of the IIS System, when the Commissioning Acceptance Tests have been successfully completed

22.3.2 At any time after any of the events set out in CC Clause 22.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Commissioning Acceptance Certificate.

22.3.3 After receipt of the Supplier's notice, the Project Manager shall within a reasonable period of time:

- (a) issue a Commissioning Acceptance Certificate; or
- (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Commissioning Acceptance Tests.

22.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Commissioning Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the supplier, it shall notify the REC, and the REC, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the IIS System or Subsystem. Upon the successful conclusion of the Commissioning Acceptance Tests, the

Supplier shall notify the REC of its request for Commissioning Acceptance Certification, in accordance with CC Clause 22.3.2. The REC shall then issue to the Supplier the Commissioning Acceptance Certification, in accordance with CC Paragraph 22.3.3 (a) or notify the Supplier in writing of further defects, deficiencies, or other reasons for the failure of the Commissioning Acceptance Test. The procedure set out in this CC Clause 22.3.4 shall be repeated, as necessary, until a Commissioning Acceptance Certificate is issued. In the event of non-issuance of such certificate by the Project Manager or notifying the Supplier any defect within a reasonable period, the IIS System or Subsystem shall be deemed to have passed the Commissioning Acceptance Tests.

22.3.5 If the IIS System or Subsystem fails to pass the Commissioning Acceptance Test(s) in accordance with CC Clause 22.2, then the REC may consider terminating the Contract, pursuant to CC Clause 35.2.2.

**22.4 Partial Commissioning Acceptance**

22.4.1 If specified in the Contract, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the IIS System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Commissioning Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Commissioning Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the IIS, subject to the limitations contained in CC Clause 22.4.2.

22.4.2 The issuance of Commissioning Acceptance Certificates for individual major components or Subsystems pursuant to CC Clause 22.4.1 shall not relieve the Supplier of its obligation to obtain an Commissioning Acceptance Certificate for the IIS as a whole (if specified in the Contract) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

**23. Go Live and Stabilization Acceptance**

**23.1 Go-Live**

23.1.1 After the issue of the Commissioning Acceptance Certificates the Supplier will ensure that the IIS System is rolled out for production (go-live) in accordance with the timelines specified in the Agreed & Finalized Project Plan

23.1.2 The REC shall provide the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations under Go- Live.

**23.2 Go Live Operational Acceptance Tests**

23.2.1 The Go Live Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Supplier, but shall be conducted with the full cooperation of the REC during Go Live of the IIS System (or Subsystem[s] if specified in the Contract), to ascertain whether the IIS System (or Subsystem[s]) conforms to the System and Technical requirements and meet the standard of performance quoted in the Supplier’s bid. The Go-Live Operational Acceptance Tests shall be conducted in accordance with the test scripts provided by the REC.

23.2.2 At the REC's discretion, Go-Live Operational Acceptance Tests may also be performed on upgrades and new version, releases that are added or field-modified after Commissioning Acceptance of the IIS System.

### 23.3 Go-Live Operational Acceptance

23.3.1 Subject to CC Clause 23.4 (Partial Go-Live Operational Acceptance) below, Go-Live Operational Acceptance shall occur in respect of the IIS System, when the Go-Live Operational Acceptance Tests have been successfully completed.

23.3.2 At any time after any of the events set out in CC Clause 23.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Go-Live Operational Acceptance Certificate.

23.3.3 After receipt of the Supplier's notice, the Project Manager shall:

- (a) issue a Go-Live Operational Acceptance Certificate; or
- (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Go-Live Operational Acceptance Tests.

23.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Go-Live Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the REC, and the REC with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the IIS System or Subsystem. Upon the successful conclusion of the Go-Live Operational Acceptance Tests, the Supplier shall notify the REC of its request for Go-Live Operational Acceptance Certification, in accordance with CC Clause 23.3.3. The REC

shall then issue to the Supplier the Go Live Acceptance Certification, in accordance with CC Paragraph 23.3.3 (a) or notify the Supplier in writing of further defects, deficiencies, or other reasons for the failure of the Go-Live Operational Acceptance Test. The procedure set out in this CC Clause 23.3.4 shall be repeated, as necessary, until a Go-Live Operational Acceptance Certificate is issued.

23.3.5 If the IIS System or Subsystem fails to pass the Go-Live Operational Acceptance Test(s) in accordance with CC Clause 23.2, then the REC may consider terminating the Contract, pursuant to CC Clause 35.2.2

### 23.4 Partial Go-Live Acceptance

23.4.1 If specified in the Contract, Go-live shall be carried out individually for each identified major component or Subsystem(s) of the IIS. In this event, the provisions in the Contract Go Live including, Go Live Operational Acceptance Tests shall apply to each such major component or Subsystem individually, and Go-Live Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the IIS, subject to the limitations contained in CC Clause 23.4.2.

23.4.2 The issuance of Go-Live Operational Acceptance Certificates for individual major components or Subsystems pursuant to CC Clause 23.4.1 shall not relieve the Supplier of its obligation to obtain an Go-Live Operational Acceptance Certificate for the IIS as a whole (if specified in the Contract) once all major components and Subsystems have been supplied, installed, tested, commissioned and put into production.

### 23.5 Stabilization Period and Stabilization Acceptance

- 23.5.1 The stabilization period of three months shall be construed from the go live operational acceptance of the IIS as a whole for the corporate office, Zonal offices / Project offices and Training centre (CIRE)
- 23.5.2 During the stabilization period, the supplier shall also provide hand holding services from the date of successful go-live operational acceptance for optimum utilization of the IIS solution.
- 23.5.3 At any time after the stabilization period, the Supplier may give a notice to the Project Manager requesting the issue of stabilization certificate. The Project Manager shall issue such certificate within a period of 21 (Twenty One) days unless decides to extend the hand holding period at a mutually agreed price.

## 24. Training

The vendor should plan out the training activities for imparting specialized training as per the various categories of training as detailed below. The user level training for the field locations may be planned either at the Zonal office locations / Project offices /corporate office, New Delhi to be arranged in batches to cover the training requirement for all the users. REC expects minimum 15 full working days of functional training for all end Users and 30 full working days for Core Functional Team. System level training for IT Personnel should be at least for 30 full working days. The Core team have to be equipped with requisite technical knowledge before the implementation takes-off. Their training may have to be delivered at authorized training centre of the vendor. Proper ERP certification training need to be provided to approximately 10 Functional personnel and 10 IT System personnel from REC. The training curriculum & the schedules for the different levels of user should be informed in writing to REC at least 2 weeks in advance.

Top management users- 1) *CMD and functional Directors* – to have access to all the modules, *EDs-* to have access to all or some of the modules as decided by the management. The training should highlight on operation and reporting features of all the modules and primarily concentrate on use of MIS, BIS and DSS.

Core user- access to the full application with all rights for the specific module as per the representation from the concerned Deptt. These are the users drawn from various departments having the functional knowledge and needs to be imparted functional expertise for the respective modules for using the application with rights for editing, modify and entry of data and generating various types of reports. These functional experts in turn would support the user of their respective deptt. in understanding the functionality of the respective module and should be trained specifically for generating reports related to MIS, BIS and DSS from the system along with dynamic reporting features.

End user- End users are the users who will do the data entry and updation in the various forms and would be responsible to put the data in the Application. Here the roles would be defined for various levels with specific rights for accessing part of the application. Training should cover related to entry and updation of data in the various forms and generation of reports as per the rights provided.

Admin User (system level) - These are the administrative users who are the I.T personnel of the Corporation to give technical support to various departments. Various categories of user to be provided specialized training is detailed as under

- **Functional and operational support group:** I.T personnel at operator level drawn from various divisions to be trained on the full functionality of the specific module as per division requirement and client side configuration including training on entry of data and reporting.
- **IT System Group** ( min 10 persons) which should cover the following :
  1. ERP client and application Server configuration and installation, backup and recovery.
  2. Database Administration Training limited to configuration as required in database for installation of ERP.
  3. Technical training on Form and report development including customization form and report templates.

## **F. Guarantees and Liabilities**

### **25. Time Guarantee & Penalty**

25.1 Time is the essence of the contract. The Supplier guarantees that it shall complete all activities and milestones in accordance with the time lines specified in the Agreed and Finalized Project Plan. This provision is, subject to the REC's fulfillment of its obligations under the contract in time. If the Supplier completes all of the activities before the timelines specified in the implementation schedule as per the Agreed and Finalized project plan, the supplier shall be given an incentive of 0.5 % of the implementation cost per week.

25.2 If the Supplier fails to complete any of the activities in accordance with the time specified in the Implementation Schedule as per the Agreed and Finalized Project Plan, or any extension of the time for achieving Go-Live Operational Acceptance previously granted under CC Clause 34, due to reasons entirely attributable to the Supplier, the Supplier shall pay to the REC by way of a penalty at the rate of 1% of the implementation cost per week

25.3 If the maximum penalty amount is reached, the REC may begin termination proceedings as soon as the supplier defaults on any timelines specified in the Agreed and Finalized Project Plan, due to reasons entirely attributable to the Supplier.

### **26. Defect Liability**

26.1 The Supplier warrants that the IIS System, including all Subsystem and other Services provided, shall be free from defects in the design, engineering, and workmanship that prevent the IIS System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the IIS System and/or Subsystems. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

- 26.2 The Warranty Period shall commence after the Stabilization Acceptance period of 3 months from the date of Go-Live at Corporate office as per Clause No. 23.5 of the IIS System (or of any major component or Subsystem for which separate Stabilisation Acceptance is provided for in the Contract) and shall extend for a period of 12 (twelve) months from the date of Stabilization acceptance.
- 26.3 If during the Warranty Period any defect, as described in CC Clause 26.1, should be found in the design and workmanship of the IIS and other Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the REC, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the IIS caused by such defect. Any defective Subsystem that have been replaced by the Supplier shall remain the property of the Supplier.
- 26.4 If the IIS System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the IIS System shall be extended by a period equal to the period during which the IIS System or Subsystem could not be used by the REC because of such defect and/or making good of such defect.

The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

**27. Functional Guarantees**

- 27.1 The Supplier guarantees that, once the Go-Live Operational Acceptance and Stabilization Acceptance Certificate has been issued, the IIS System represents a complete, integrated solution to the REC's requirements set forth in the Scope of Work and it conforms to all other aspects of the Contract.
- 27.2 If, for reasons entirely attributable to the Supplier, the IIS System does not conform to the Scope of the Work or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the IIS as may be necessary to conform to the Scope of Work and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Go-Live Acceptance Tests until the IIS System achieves Go-Live Acceptance
- 27.3 If the IIS (or Subsystem[s]) fails to achieve Go-Live Operational Acceptance, due to reasons entirely attributable to the Supplier, the REC may consider termination of the Contract, pursuant to CC Clause 35.2.2, and forfeiture of the Supplier's performance security in accordance with CC Clause 12.3 in compensation for the extra costs and delays likely to result from this failure.

**28. Intellectual Property Rights Warranty**

28.1 The Supplier hereby represents and warrants that:

- (a) the IIS as supplied, installed, tested, and accepted;

- (b) use of the IIS in accordance with the Contract; and
- (c) installation of the Software and copying of Materials provided to the REC in accordance with the Contract

does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the REC to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the IIS.

**29. Intellectual Property Rights Indemnity**

29.1 The Supplier shall indemnify and hold harmless the REC and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the REC or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

- (a) Installation of the IIS by the Supplier or the use of the IIS System, including the Materials.
- (b) copying of the Software and Materials provided by the Supplier in accordance with the Agreement; and

29.2 Such indemnity shall not cover

- (a) any use of the IIS including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract,
- (b) any infringement resulting from the use of the ERP System, or any products of the IIS produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the IIS in its own right.
- (c) use of a superseded or altered release of the ERP System or any modification thereof furnished under this Agreement including, but not limited to, the REC's failure to use corrections, fixes, or enhancements made available by the Supplier;
- (d) modification of the IIS, which is based on the REC's Material;
- (e) any change, not made by the Supplier, to some or all of the IIS System or any modification thereof.

29.3 If any proceedings are brought or any claim is made against the REC arising out of the matters referred to in CC Clause 29.1, the REC shall promptly give the Supplier notice of such proceedings or claims, the Supplier shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the REC shall provide the Supplier with the assistance, information, and authority reasonably necessary to perform the above.

29.4 If the IIS, including the Materials is held or is believed by the Supplier to infringe, the Supplier shall have the option, at its expense, to (i) modify the IIS, including the Materials or the Supplier Property to be non-infringing, (ii) obtain for the REC a license to continue using the IIS System, or (iii) terminate the license for the infringing part of the System and

refund a pro rata portion of the fees paid for that portion of the System. This provides for the Supplier's entire liability and the REC's exclusive remedy for claims of infringement of intellectual property rights related to the System and the Supplier Properties.

## G. Risk Distribution

### 30. Transfer of Ownership

Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by CC Clause 14 (Copyright).

### 31. Force Majeure

31.1 "Force Majeure" shall mean any event beyond the reasonable control of the REC or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

31.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

31.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with CC Clause 34 (Extension of Time for Achieving Go-Live Operational Acceptance).

31.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under CC Clause 31.6.

31.5 No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

- (a) constitute a default or breach of the Contract;
- (b) (subject to CC Clauses 31.2, 31.3, and 31.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance; if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

- 31.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, a mutually acceptable solution would be found.
- 31.7 In the event of termination pursuant to CC Clause 31.6, the rights and obligations of the Supplier and the REC shall be as specified in CC Clauses 8 and 9 respectively.

Notwithstanding CC Clause 31.5, Force Majeure shall not apply to any obligation of the REC to make payments to the Supplier under this Contract.

## H. Change in Contract Elements

### 32. Changes to the IIS System

#### 32.1 Introducing a Change

32.1.1 The REC shall have the right to propose to the supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the IIS (interchangeably called "Change"), provided that such Change falls within the general scope of the IIS does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the IIS System and the technical compatibility of the Change envisaged with the nature of the IIS System as originally specified in the Contract.

32.1.2 The Supplier may from time to time during its performance of the Contract propose to the REC (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the IIS. The REC may at its discretion approve or reject any change proposed by the Supplier. The Supplier shall not be held responsible or liable for any resultant consequences from such rejection of any change proposed by the Supplier.

32.1.3 Notwithstanding CC Clauses 32.1.1 and 32.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Go-Live Operational Acceptance. The procedure on how to proceed with and execute Changes is specified in CC Clauses 32.2 and 32.3.

#### 32.2 Changes Originating from REC

32.2.1 If the REC proposes a Change pursuant to CC Clauses 32.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

- (a) brief description of the Change;
- (b) impact on the Time for Achieving Go-Live Operational Acceptance;
- (c) estimated cost of the Change;
- (d) effect on Functional Guarantees (if any);
- (e) effect on any other provisions of the Contract.

32.2.2 The pricing of any Change shall be as far as practicable, calculated in accordance with the rates included in the Contract. If the nature of the Change is such that the Contract rates are inequitable, the parties to the Contract shall agree for a mutually acceptable price for valuing the Change.

**32.3. Changes Originating from Supplier**

If the Supplier proposes a Change pursuant to CC Clause 32.1.2, the Supplier shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in CC Clause 32.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in CC Clauses 32.2.1, except that the words “Change Proposal” shall be read, for the purposes of this CC Clause 32.3. as “Application for Change Proposal.”

**33. Prices for Services not in the Contract**

Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Price Bid) and as far as practicable, be calculated in accordance with the rates and prices provided by the Supplier in the Price Schedule (FORM # 8) of the Bid Document.

**34. Extension of Time for Achieving Go-Live Operational Acceptance**

34.1 The time(s) for achieving Go-Live Acceptance / stabilization acceptance specified in the Schedule of Implementation shall be extended in the following cases if reasons are entirely attributable to the purchaser:

- (a) Any Change in the IIS System as provided in CC Clause 32 (Change in the IIS System);
- (b) Any occurrence of Force Majeure as provided in CC Clause 31 (Force Majeure
- (c) Delay in providing core team, availability of development resources and grant of acceptance for recommendation of “Gap Analysis”.
- (d) Any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier

**35. Termination**

**35.1 Termination for REC’s Convenience**

35.1.1 The REC may at any time terminate the Contract for any reason by giving the Supplier a thirty days (30) notice of termination that refers to this CC Clause 35.1.1.

35.1.2 Upon receipt of the notice of termination under CC Clause 35.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the REC may specify in the notice of termination for the sole purpose of protecting that part of the IIS already executed, or any work required to leave the site in a clean and safe condition;

- (b) in addition, the Supplier, subject to the payment specified in CC Clause 35.1.3, shall
  - (i) deliver to the REC the parts of the IIS System executed by the Supplier up to the date of termination;
  - (ii) to the extent legally possible, assign to the REC all right, title, and benefit of the Supplier to the IIS System, or Subsystem, as at the date of termination, and, as may be required by the REC
  - (iii) deliver to the REC all non-proprietary drawings, specifications, and other documents prepared by the Supplier as of the date of termination in connection with the IIS System.

35.1.3 In the event of termination of the Contract under CC Clause 35.1.1, the REC shall pay to the Supplier the following amounts:

- a. the Contract Price, properly attributable to the parts of the IIS executed by the Supplier as of the date of termination;
- b. the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Paragraphs 35.1.3 (a) through (b) above.

35.2 Termination for Supplier’s Default

35.2.1 The REC, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this CC Clause 35.2.1.

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of CC Clause 36(Assignment); or
- (c) if the Supplier, in the judgment of the REC, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

**35.2.2. If the Supplier:**

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the IIS promptly;

- (c) persistently fails to execute the obligations under the Contract in accordance with the contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the IIS in the manner specified in the Agreed and Finalized Project Plan furnished under CC Clause 17 at rates of progress that give reasonable assurance to the REC that the Supplier can attain Go-Live

Acceptance of the IIS by the Time for Achieving Stabilization Acceptance as extended; then, the REC may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the REC may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this CC Clause 35.2.2.

35.2.3 Upon receipt of the notice of termination under CC Clauses 35.2.1 or 35.2.2., the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the REC may specify in the notice of termination for the sole purpose of protecting that part of the IIS System already executed or any work required to leave the site in a clean and safe condition;
- (b) deliver to the REC the parts of the IIS System executed by the Supplier up to the date of termination, subject to the receipt of payment stated in clause 35.2.5;
- (c) to the extent legally possible, assign to the REC all right, title and benefit of the Supplier to the IIS System or Subsystems as at the date of termination, Contract
- (d) deliver to the REC all drawings, specifications, and other documents prepared by the Supplier as at the date of termination in connection with the IIS System.

35.2.4 The REC may enter upon the site, expel the Supplier, and complete the IIS itself or by employing any third party. Upon completion of the IIS or at such earlier date as the REC thinks appropriate, the REC shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the Supplier's Equipment from the site.

35.2.5 Subject to CC Clause 35.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the IIS executed as at the date of termination and the costs, if any, incurred in protecting the IIS and in leaving the site in a clean and safe condition pursuant to CC Clause 35.2.3 (a). Any sums due to the REC from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

35.2.6 If the REC completes the IIS, the cost of completing the IIS by the REC shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to CC Clause 35.2.5, plus the reasonable costs incurred by the REC in completing the IIS exceeds the Contract Price, the Supplier shall be liable for such excess but limited to 100% of the Contract Price, provided this limitation shall not apply to any obligation of the Supplier to indemnify the REC with respect to copyright, patent infringement, workman

compensation and criminal misconduct. If such excess is greater than the sums due to the Supplier under CC Clause 35.2.5, the Supplier shall pay the balance to the REC, and if such excess is less than the sums due to the Supplier under CC Clause 35.2.5, the REC shall pay the balance to the Supplier. The REC and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

### **36 Assignment**

The Supplier shall not, without the express prior written consent of the REC, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract. The REC also shall not without the express prior written consent of the Supplier, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

## **I. Miscellaneous Clauses**

### **37 Single currency conversion for bid evaluation**

37.1 To facilitate evaluation and comparison, the REC will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to the local currency of the purchaser's country (Indian Rupees) based on TT selling rate published by SBI prevailing on the date of opening of the Techno-Commercial bid for Techno-Commercial Bid Evaluation and on the date of opening of the Financial bid for Financial Bid Evaluation.

37.2 The local currency of the purchaser's country, i.e. Indian Rupees shall be the common base currency for the purpose of evaluation, along with the source and date of exchange rate, as specified in the bid data sheet.

### **38 Insurance**

The insurance and safety of all men and material of the vendor at the REC's site shall be the responsibility of the vendor.

### **39 Solvency of the Supplier**

Supplier or any member of the consortium should not be in the process of selling the company or filing for bankruptcy at time of signing of contract. The supplier shall promptly intimate the purchaser as soon as he or any member of the consortium begins proceedings for selling or filing for bankruptcy.



**TECHNICAL BID**

**FORM # 1 - SUBMISSION BY CONSORTIUM**

(Refer Clause 2.1.1 of "Instructions to the Bidders")

To  
Joint Chief (IT),  
Rural Electrification Corporation Limited,  
Core 4, Scope Complex  
7, Lodhi Road  
New Delhi – 110003

Dear Sir,

We convey our thanks for inviting us to bid for the supply, installation, integration and implementation of an IIS in REC under contract Ref. REC/IT/117/2005

As permitted under Clause 1 and 2 of the Instruction to Bidders, we M/s ----- and M/s ----  
-----would like to offer our bid as members of consortium, as ERP Principal and  
Implementation Partner respectively. M/s..... will be the lead member of the consortium.  
They are authorized to sign all contract documents, receive payments and instructions and incur  
liabilities on behalf of the consortium. A copy of the duly executed Consortium Agreement  
attested by a notary public is enclosed for your kind perusal.

Thanking you,

Yours faithfully

For & On behalf of ERP Principal

For & On behalf of Implementation partner

Name:  
Designation:  
Common Seal:

Name:  
Designation:  
Common Seal:

**TECHNICAL BID****FORM # 2 -PROFILE OF THE BIDDER**

(Refer Clause 9.1.3 (b) of "Instructions to the Bidders")

**ERP Principal Related**

## 1. Background Information

- (a) Give name, address and contact no of the ERP Principal
- (b) Indicate how ERP Principal operates in India (Company Office, Alliance etc)
- (c) Indicate the total number of people employed full time in India
- (d) The number and location of offices

## 2. Proposed ERP Product/ Solution

- (a) Indicate the name, version and the release of the ERP s/w and any third party s/w / tools upon which this response is based.
- (b) Provide rating from global analyst like Gartner, TEC etc.
- (c) Provide the road map for the next five years.

## 3. Integration

- (a) Do your product/ solution support interfaces and data export for the Finance and projects?
- (b) Do your product support data export to GIS application

## 4. Support Facilities for Product Maintenance

- (a) In which cities of India do you have support offices? Please provide details of support offices in Delhi & NCR
- (b) In which cities of India do you have your own training centers? Please provide details of training centers in Delhi & NCR
- (c) How many qualified staffs are assigned to provide post implementation supports and/or training in India? Give break up in terms of qualified staff, consultants etc.
- (d) Do you have the capability to support the product on a 24/7 basis?
- (e) Please provide details about your proposed helpdesk

## 5. Reference sites

Please provide details of industry reference sites with offered ERP product implemented during the last 5 years in Financial Services in India, in the format as per FORM # 3 for the ERP product vendor.

**Enclose technical brochure of your product in support for the above listed points and specify corresponding numbers.**

**Note:** Please attach supporting documents where ever required and specify corresponding page numbers.

**Implementation Partner Related**

## 1) Background

- (a) For how many years has your firm been operating in India?
- (b) How many of your firm's employees in India are involved in application development and ERP implementations?
- (c) What were your firm's revenues in the last three years? (Should have a Global turnover more than Rs.500 crores from ERP business per year). Please attach audited annual accounts in support of the same along with I.T clearance certificate of the last three years.
- (d) In which cities in India do you have support offices for post implementation support? Please indicate the support offices in India especially in and around Delhi giving details of certified maintenance staff, number of consultants and the structure of operation for extending support facility.

## 2) Quality Assurance

- (a) Do you have a quality assurance accreditation /certification? (If yes please provide details about ISO, SEI-CMM and any other Certifications)
  - (b) Are you certified by the ERP principal to implement the relevant ERP package (enclose the necessary certificate)?
- 3) Give details of ERP projects with chosen ERP product implemented by the IP during the last 5 years in Financial Services in India as per the FORM # 3 for Implementation Partner.

**Project Implementation Plan**

Please give the project implementation plan by indicating the activities, resource required and time schedule, attach a Gantt chart. Please also attach a PERT Chart identifying the critical factors/resources that will require continuous attention of the REC.

**Note: Please attach supporting documents where ever required for each of the points stated above. Please explain in separate sheet where you need to elaborate and specify page numbers.**



**TECHNICAL BID**

**FORM # 4: DETAILS OF THE PERSONNEL PROPOSED TO BE DEPLOYED FOR THE ASSIGNMENT**

(Refer Clause 9.1. 3(e) of “Instructions to The Bidders”)

(The personnel proposed to be deployed shall be professionally qualified from reputed university/institution like IIT/IIM etc. and shall have adequate experience in implementing ERP based system preferably in Financial Services).

Sl No	Name	Designation	Qualification	Professional experience in years *	Relevant experience details #	Current Position in the firm	Task proposed to be assigned
1							
2							
3							
4							
5							

- \* Enclose detail resumes of the personnel as per Form # 5
- # provide details of at least two most relevant project experiences (including roles and responsibilities).

Authorized signature

Name and Designation of Signatory:  
 Name of Firm:  
 Address:



**TECHNICAL BID**

**FORM # 5: CV OF THE PROJECT MANAGER/TEAM LEADER/TEAM MEMBERS**

(Refer Clause 9.1. 3(e) Of “Instructions to the Bidders”)

Name of the Bidder			
Proposed Deployment of the Candidate			
Candidate Information	Name		Date of Birth
	Professional Qualifications		
	Number of Years with the present Employer		
Summarized Professional Experience over last 5 years in reverse chronological order.			
From	To	Company/Project/Position/Relevant Technical and Management Experience	

*(Handwritten mark)*



**TECHNICAL BID**

**FORM # 6: DEVIATIONS /EXCLUSIONS SCHEDULE**

(Refer Clause 9.1.2. (b) of "Instructions to The Bidders")

Suppliers Proposal Ref No. and Date

Supplier's Name and Address

To,

Joint Chief (IT),  
Rural Electrification Corporation Limited,  
Core 4, Scope Complex  
7, Lodhi Road  
New Delhi – 110003

Dear Sir,

We declare that the following are the only deviations and variations and exceptions/exclusions to the services as outlined in your Bidding Documents. Except these deviations, subject to the approval and acceptance by the REC, the entire work shall be performed as per your requirements.

We also give below the cost of withdrawal of each deviations/exclusion

Clause No	Statement of Deviations/Exclusions and Variations	Cost of Withdrawal (Rs.)

Date:

Signature:

Name:

Designation:

Common Seal:

Place:

**FINANCIAL BID**  
**FORM # 7 - FINANCIAL BID FORWARDING LETTER**

(Refer Clause 9.1.4 (a) of "Instructions to The Bidders")

Ref:

Date:

To,  
Joint Chief (IT),  
Rural Electrification Corporation Limited,  
Core 4, Scope Complex  
7, Lodhi Road  
New Delhi – 110003

Dear Sir:

Sub: Supply, Installation, Implementation and Integration of ERP based Integrated Information System in REC

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply, install, implement, commission, integrate and put into operation the ERP based IIS under the above-named Contract in full conformity with the Bidding Documents for the total amount as indicated in the price schedule form # 8 :

We undertake that in case our bid is accepted, we shall:

1. Furnish the required advance payment security and performance security in the form, in the amounts, and within the times specified in the Bidding Documents.
2. commence work on the ERP based IIS and shall make all reasonable endeavor to achieve Go-live Operational Acceptance within the respective time schedule stated in the Bidding Documents.

We hereby certify that the ERP based IIS Software offered in this bid and to be supplied under the Contract is either (i) owned by us, or (ii) covered by a valid license from the owner of the Software

We agree to abide by this bid, which, in accordance with ITB Clause 9 (Documents comprising the bid) consists of this letter, the Price Schedule, the Bid Security, letter of authorization, documents establishing conformity, list of deviations, CVs of the personnel to be deployed on this Contract (Form 5) and Attachments 1 through [specify: the number of attachments ] to this Bid Form, for a period of 180 days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted lump sum price (and prices quoted for each component, the break-up of which is given in the Price Schedule) are firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices



include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered for the ERP/ Database/ Development Licenses and all other development, implementation & integration, Training and Maintenance along with Hand holding

services will be valid for any purchase and scope extension till the end of the contract i.e. (date on which the contract will expire).

Our Maintenance Charges for software (covering ERP, database, and development licenses) will be applicable on the “discounted price” for the coverage period as defined in the contract.

We have given details of deviations and exclusions (clause wise) taken with reference to bidding documents provisions, along with justification for the services not covered in our offer. The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Designation and Common Seal.....

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

**FINANCIAL BID**  
**FORM # 8: PRICE SCHEDULE**  
(Refer Clause 9.1.4 (b) of “Instructions to the Bidders”)

Ref:  
Date:

**Joint Chief (IT),  
Rural Electrification Corporation Limited,  
Core 4, Scope Complex, 7, Lodhi Road, New Delhi – 110003**

Dear Sir,

Sub: Price Bid For Supply, Installation, Implementation and Integration of ERP Based Integrated Information System in RECL

In continuation of our Price Bid for the above mentioned business solution, we give below the break up of the lump sum price of the ERP implementations, separately for each component valid for two years.

**Price Break Up for Main Components**

Sl No	Items Description	UnitRate (Rs)*	TotalAmount(Rs)*
1	a) ERP base product for 100 user's full license for all modules (as per scope of work Section II clause 2). This price shall include price of latest RDBMS and development licenses (Enterprise Version). b) System Integration services, Implementation, customization and configuration of ERP in REC		
2	Maintenance for two (2) years after warranty period of one year. (Unit: One Year)		
3	Training charges ( as per conditions of contract Section IV clause 24)		
4	Handholding Charges for 6 months during the warranty period after stabilization acceptance ( unit : one month)		
5	Maintenance Charges for next three (3) years after expiry of the initial two year of maintenance period (Unit : one year)		
6	Price for additional single/10/25 /50 user licenses in slabs for all modules with following categories <ul style="list-style-type: none"> <li>• Professional Users(Access to all operational features)</li> <li>• Read Only User (for viewing purpose )</li> <li>• Employee user (Employee related transaction for payroll)</li> </ul>		
7	Certification Charges		
	<b>TOTAL</b>		

- Please indicate the price both in figures as well as in words.



**Additional price information**

<b>Sl. No.</b>	<b>Items Description</b>	<b>Unit Rate (Rs.)*</b>	<b>Total Amount (Rs.)*</b>
1	Discount offered on the list price of the ERP vendor for purchase of any additional module in future by REC		
2	Additional man-day rate for ERP implementation/ bespoke development due to any major process change during or after implementation		

- Please indicate the price both in figures as well as in words.

Bidders Signature  
Name, Designation and Address

**FORM# 9: CONTRACT AGREEMENT**  
(Refer Clause 27 of "Instructions to the Bidders")

This Agreement is made at New Delhi on the \_\_\_\_\_ day of \_\_\_\_\_ 2006 \_\_\_\_\_  
Between Rural Electrification Corporation Ltd, Core 4, and Scope Complex, 7, Lodhi Road New  
Delhi – 110003 hereinafter called "the REC" of the one part and \_\_\_\_\_ (Name of  
Supplier) (Address of Supplier) \_\_\_\_\_ of \_\_\_\_\_  
hereinafter called "the Supplier" of the other part.

Whereas the REC is desirous that certain Works should be executed, viz Supply, Implementation and Integration of an ERP based Integrated Information System in REC (as described on these bidding documents) hereinafter called "the Works" and has accepted a bid by the Supplier for the execution and completion of such works (\*\*\*) as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:
  - a. Letter of Acceptance
  - b. Notice inviting Bid
  - c. Conditions of Contract
  - d. Scope of the Work and Technical Requirements
  - e. Bid proposal (Technical and Financial)
  - f. Addenda, if any
  - g. Any other item as applicable+
3. In consideration of the payments to be made by the REC to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the REC to execute and complete the works by \*\*\_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The REC hereby covenants to pay the Supplier in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs\_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Jurisdiction of Court: The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.



**FORMS AND ANNEXURES**

**Section V**

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of Supplier

For and on behalf of the REC

Signature of the authorised official  
Name of the official  
Stamp/ Seal of the Supplier

Signature of the authorised official  
Name of the official  
Stamp/ Seal of the REC

Signed Sealed and Delivered  
By the Said

By the Said

Name  
On behalf of the supplier in the presence of  
Witness  
Name  
Address

Name  
On behalf of the supplier in the presence of  
Witness  
Name  
Address

Note:

- + To be made out by the REC at the time of finalisation of the Form of Agreement.
- \*\* Blanks to be filled by the REC at the time of finalization of the Form of Agreement.
- \*\*\* To be deleted if not applicable

**FORM # 10: FORM OF BANK GUARANTEES****1. PERFORMANCE SECURITY (GUARANTEE) BY BANK**

(Refer Clause 28 of "Instructions to the Bidders")

TO  
 JOINT CHIEF (IT)  
 RURAL ELECTRIFICATION CORPORATION LIMITED,  
 CORE 4, SCOPE COMPLEX, 7, LODHI ROAD  
 NEW DELHI – 110003

In consideration of Rural Electrification Corporation Limited, Core 4, Scope Complex, 7, Lodhi Road New Delhi – 110003 acting through Joint Chief (IT) (hereinafter referred to as RECL which expression shall include his successor and assignees) having awarded to -----  
 ----- ( hereinafter referred to as "the Supplier" which expression , wherever the subject or context permits, includes its successors and assignees ) a contract for Supply, Implementation and Integration of an ERP based Integrated Corporate Application System in REC in terms of inter alia REC 's letter No.----Date---- (hereinafter called "the Contract.") and general Conditions of Contract and upon the condition of the Supplier's furnishing Security for the supplier's liability under and in connection with the said contract upto a sum of Rs.----- amounting to 10% of the total contract value.

1. We \_\_\_\_\_(hereinafter referred to as the Bank or the said bank) and having our registered office at \_\_\_\_\_ do hereby jointly and severally undertake to guarantee the payment to REC in rupees forthwith on demand in writing and without protest or demur any or all moneys any wise payable by the Supplier to REC in respect of or in connection with the said contract inclusive of all REC's losses and damages and costs. (Inclusive between attorney and client) Charges, and expenses and other moneys anywise payable in respect of the above as specified in the notice of demand made by REC to the Bank with reference to this guarantee up to an aggregate limit of Rs. ....
2. We \_\_\_\_\_ further agree that REC shall be the sole judge of and as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damages, charges and expenses caused to or suffered by or that may be caused to or suffered by REC on account thereof and the decision of REC that the Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by REC from time to time shall be final and binding on us.
3. REC shall have the fullest liberty without reference to the bank and without effecting in any way the liability of the said Bank under this guarantee to take any other security in respect of the Supplier's obligation and liabilities hereunder or to vary the contract/ work to be done there under vis-a vis the consultant or to vary the prices of the total contract value or to release or forbear from enforcement of all or any other security or any other securities now or anytime held. by REC and such arrangements with the Supplier or release or forbearance whatsoever shall absolve the bank of the full liability to REC hereunder or prejudice the rights of REC against the bank.



4. The guarantee shall not be determined or affected by the liquidation or winding up of, dissolution or change in constitution or insolvency of the supplier but shall in all respect and for all purposes be binding and operative until payment of all moneys payable to REC in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be in anywise affected or suspended by reasons of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or court) or purporting to stop or prevent any payment by the bank to REC in terms thereof.
6. The amount stated in any notice of demand addressed by REC to the bank as liable to be paid to REC by the supplier or as suffered or incurred by REC on account of any losses, damages, costs, charges and expenses shall be conclusive evidence of the amount so liable to be paid to REC or suffered or incurred by REC as the case may be and in terms hereof.
7. This guarantee / undertaking shall be in a continuing guarantee / undertaking and shall remain valid and irrevocable for all claims of REC and liabilities of the supplier arising upto and until midnight of.....
8. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever that REC may now or any time anywise may have in relation to the Supplier's obligations or liabilities under and/or in connection with the said contract, and REC shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which REC may have or obtain and not forbearance on the part of REC in enforcing or requiring enforcement of any other security shall have the effect of releasing the bank from its full liability hereunder.
9. It shall not be necessary for REC to proceed against the said supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding that any security which REC may have obtained or obtain from the supplier shall at the time when proceedings are taken against the said bank hereunder be outstanding or unreleased.
10. We the said bank undertake not to revoke this guarantee during this currency except with the consent of REC in writing and agree that any change in the constitution or the said supplier or the said bank shall not discharge our liability hereunder.
11. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.....and this guarantee shall remain in full force till..... and unless a claim is made on us within ..... Months from the date i.e. before..... all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Dated..... Day of ..... 2006  
 Name of Bank :-----  
 Address :-----  
 Date : -----

**FORM # 11 : FORM OF BANK GUARANTEES****BANK GUARANTEE FOR MOB. ADVANCE/ADVANCE**

TO  
RURAL ELECTRIFICATION CORPORATION LIMITED,  
CORE 4, SCOPE COMPLEX, 7, LODHI ROAD  
NEW DELHI – 110003

In consideration of RURAL ELECTRIFICATION CORPORATION LIMITED, CORE 4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI – 110003 acting through Joint Chief (IT) ( hereinafter called REC which expression shall include his successor and assignees having agreed to make under the terms and condition of contract No. -----dated-----for supply, implementation, integration of ERP based Integrated Information System in RECL (hereinafter called “the Contract.”) to make at the request of \_\_\_\_\_ ( hereinafter referred to as ‘the supplier’ which expression , wherever the subject or context permits, includes its successors and assignees ) the Supplier there under a lumpsum interest bearing advance of Rs. \_\_\_\_\_ for utilising it for the purpose of said contract on its furnishing a guarantee acceptable to RECL.

We \_\_\_\_\_(hereinafter referred to as the Bank or the said bank) and having our registered office at \_\_\_\_\_ do hereby guarantee the repayment and recovery of the said advance together with interest thereon amounting to Rs.\* \_\_\_\_\_ as provided according to the terms and conditions of the said contract. If the consultant fails to utilize the said advance for the purpose of the said contract and /or the said advance for together with interest thereon as aforesaid is not fully recovered by REC. We \_\_\_\_\_ hereby unconditionally and irrevocably undertake to pay to REC on demand and without demur or protest to the extent of the said sum of Rs.\* \_\_\_\_\_ any claim made by the REC on us against non utilisation / mis-utilisation of the said advance and /or by reason of the REC not being able to recover in full the said sum of Rs. \_\_\_\_\_ as aforesaid.

We \_\_\_\_\_further agree that REC shall be the sole judge of and as to whether the Consultant has utilised or not utilised the said advance or any part thereof for the purpose of said contract and/ or as to whether the advance or any part thereof amounting to Rs. \_\_\_\_\_ has been recovered or not and finding of REC in this regard shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till the said advance has been fully recovered and its claims satisfied or discharge and till REC certifies that the said advance together with interest thereon amounting to Rs. \_\_\_\_\_ has been fully recovered from the supplier.

REC shall have the fullest liberty without affecting in any way the liability of the said Bank under this guarantee or indemnity from time to time to waive any of the terms and conditions of the said contract or the advance or to extend time of performance by the supplier or to postpone for any time and form time to time any of the powers excisable by it against the said supplier and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or the advance or securities available to REC and the said bank shall not be released from its liability under these presents by any exercise by REC of the liberty with reference to the matter aforesaid or by reason of time being given to the said supplier/ or any other forbearance, act or omission on the part of REC or any indulgence by REC to the said Consultant or of any other

matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said bank from its said liability.

The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be in anywise affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any arbitrator, Tribunal or court) or purporting to stop or prevent any payment by the bank to REC in terms thereof.

The amount stated in any notice of demand addressed by REC to the bank as liable to be paid to REC by the Supplier shall be conclusive evidence of the amount so liable to be paid to REC by the bank.

This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever that REC may now or any time anywise may have in relation to the supplier's obligations or liabilities under and/or in connection with the said contract, and REC shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which REC may have or obtain and not forbearance on the part of REC in enforcing or requiring enforcement of any other security shall have the effect of releasing the bank from its full liability hereunder.

It shall not be necessary for REC to proceed against the said supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding that any security which REC may have obtained or obtain from the consultant shall at the time when proceedings are taken against the said bank hereunder be outstanding or unreleased.

We \_\_\_\_\_ the said bank undertake that we shall pay forthwith the amount stated in the notice or demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.

We the said bank undertake not to revoke this guarantee during this currency except with the consent of REC in writing and agree that any change in the constitution or the said Supplier or the said bank shall not discharge our liability hereunder.

This guarantee / undertaking shall be in a continuing guarantee / undertaking and shall remain valid and irrevocable for all claims of REC and liabilities of the Supplier arising upto and until midnight of.....

Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.....and this guarantee shall remain in full force till..... and unless a claim is made on us within ..... Months from the date i.e. before..... all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Dated..... Day of ..... 2003.

- 100% of the mobilization advance paid



## Annexure –I Mandatory Criteria for ERP Product Vendor

Mandatory Criteria for ERP Product Vendor				
S.No	Performance Variable	Minimum Qualifying Requirements	Documents to be provided by the vendor	Response (Y/N)
1a	Company profile	The company should have a global turnover of more than Rs. 2000 crores per year for the last three years and be profit making from the last three years from ERP business	Self certificate & Documentary proof	
1b	Customer base in Financial Service globally	Offered ERP product should have atleast 10 operational global ERP application customers in Financial Services and atleast two such customers should have more than Rs. 1000 crores turnover.	Copy of customer certificate or Customer order or Documentary proof	
1c	Operating System	The offered ERP should be able to work on each of the following operating systems: Sun Solaris, HP Unix, IBM Aix, Linux Windows server family	Copy of Customer Order or Customer Certificate & Self Certificate	
1d	Package Web Enability	Offered ERP Package should be web enabled and standard internet browser driven	Product catalogue & self certificate	
1e	Customer base in India	Offered ERP product should have atleast 10 customers in India with more than 100 users in each	Copy of Customer Order or Customer Certificate & Self Certificate	



<b>Mandatory Criteria for ERP Product Vendor</b>				
<b>S.No</b>	<b>Performance Variable</b>	<b>Minimum Qualifying Requirements</b>	<b>Documents to be provided by the vendor</b>	<b>Response (Y/N)</b>
1f	Installation in Financial Services in India	Offered ERP should have atleast one implementation in Financial Services in India for 100 users or more.	Copy of Customer Certificate or Order indicating Name, Date of commissioning and contact details/ modules implemented installation wise	
1g	Installation in Power Sector in India	Offered ERP should have atleast one implementation in Power Sector in India with more than 100 named users.	Copy of Customer Certificate or Order indicating Name, Date of commissioning and contact details/ modules implemented installation wise	
1h	Customer Support in India	Should have a help desk in India manned by qualified professional and internet support to provide 24x7 ( 24hours, 7days) support and have a toll free support line  {Liaison offices, partner organization offices will not be treated as ERP Principal's own office}	Self Certificate and Escalation Details	
1i	Product Development Life Cycle	Controls the software development lifecycle of the offered ERP product	Self Certificate	

*(Handwritten signature)*

## Annexure –II Mandatory Criteria for Implementation Partner (IP)

Mandatory Criteria for Implementation Partner (IP)				
Sl.No	Performance Variable	Minimum Qualifying Requirements	Documents to be provided by IP	Response (Y/N)
2a	Company profile	The Implementation Partner should have an average turnover of Rs. 500 crores from software business and be profit making for the last three years	Company Balance Sheet & Self Certificate	
2b	Experience of ERP implementation in India	Should have implemented atleast 5 ERP projects in India in the last three years	Copy of Customer Order or Customer Certificate indicating Name, Date of commissioning and contact details, modules implemented	
2c	Experience of Implementation Partner for implementation of offered ERP product as a prime partner in Financial Services	Should have implemented atleast one ERP project as a Prime Partner in Financial services in India or abroad at the same installation	Copy of Customer Order or Customer Certificate indicating Name, Date of commissioning and contact details, modules implemented	
2d	Project capability	Should have executed an ERP project with the offered ERP product as an implementation partner of value not less than Indian Rupees 5 crores as implementation charges during the last 3 years in India.	Copy of Customer Order or Customer Certificate	
2e	Implementation experience in PSU/ Govt. Sector in India	Should have completed atleast one implementation of the offered ERP product as a Prime Partner in PSU/ Govt. Sector in India	Copy of Customer Order or Customer Certificate	
2f	Quality Certification	Should be a SEI CMM Level 5 company	Copy of Quality Certificate & Self certificate	