



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

**(A Govt. Of Odisha Undertaking)**

**Regd. Office, Janpath, Bhubaneswar -751022**

**NOTICE INVITING TENDER (NIT)**

**(DOMESTIC COMPETITIVE e-BIDDING)**

**TENDER NOTICE NO. TW-IT/OT/06/2021-22**

**Selection of Implementation Agency (IA) for  
Implementation of SAP based ERP Software in  
OPTCL and SLDC**

For further details, please visit the Official e-Tender Portal of OPTCL

[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)

## Request for Proposal (RFP)

# Selection of Implementation Agency (IA) for Implementation of SAP based ERP Software in OPTCL and SLDC

<i>Bidding System</i>	<p>OPTCL invites bids in single stage two-part bidding system in e-Tender mode only.</p> <p>Interested bidders are required to enroll themselves and bid in the tender portal <a href="http://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a>, where complete set of bidding documents shall be available.</p> <p>Bidders are requested to regularly visit cited Tender Portal for further amendment / errata / corrigendum / Other information (if any), as the same shall be published only on the cited Tender Portal.</p> <p>The authority reserves the right to accept or reject any or all of the bids without assigning any reasons thereof.</p>
<i>RFP Identification number</i>	TW-IT/OT/06/2021-22
<i>The last date for submission of RFP</i>	05-01-2022 till 01:30 pm
<i>Date and Time of Opening of Tender</i>	05-01-2022 at 03:30 pm
<i>Owner:</i>	<b>ODISHA POWER TRANSMISSION CORPORATION LIMITED</b>
<i>Purchaser:</i>	<b>ODISHA POWER TRANSMISSION CORPORATION LIMITED</b> Website: <a href="http://www.optcl.co.in">www.optcl.co.in</a> <b>(email- tender.erp@optcl.co.in )</b>

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## Disclaimer

The information contained in this Tender document or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the Odisha Power Transmission Corporation Ltd. (herein after referred to as "OPTCL") or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this Tender and other terms and conditions if provided.

This Tender is not an agreement and is neither an offer nor invitation by OPTCL to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by OPTCL in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for OPTCL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct.

Information provided in this Tender document to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OPTCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

OPTCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

OPTCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender.

OPTCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

The issue of this Tender document does not imply that OPTCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the work described herein and OPTCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OPTCL or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and OPTCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the Selection Process.

## Section I. Preface

### Definitions and Abbreviations

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

- a) **“IA” / “Implementation Agency”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the OPTCL and is named as such in the Agreement, and includes the legal successors or permitted assigns of the IA. IA has been used to mean Implementation Agency for implementation of ERP in OPTCL and SLDC in this document.
- b) **“Applicable Law”** means the laws and any other instruments having the force of law in the Purchaser's country, as they may be issued and in force from time to time;
- c) **“Bank” or “Banks”**, refers to all scheduled Indian Banks as per the RBI current list (Schedule-II)
- d) **“Contract”** means the Agreement entered into between the Purchaser and the IA, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- e) **“Contract Documents”** shall mean the following documents listed, including any amendments thereto be read and construed as part of the contract agreement, viz.:
  - i. the Detailed award of contract (Letter of Award / Notification of Award);
  - ii. the Service level agreement;
  - iii. the Special Conditions of Contract;
  - iv. the General Conditions of Contract including commercial term and condition along with payment term;
  - v. the Schedule of Service/ the Scope of work and Project timeline;
  - vi. Technical Requirement Specification(TRS)-Volume-II
  - vii. the Instructions to Bidders;
  - viii. Bidder's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Bid submitted by the Bidder;
  - ix. Bid Forms and Contract Forms;
  - x. Acceptance of purchaser's notification of Award.
- f) **“Contract Price”** means the price payable to the IA as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- g) **“Day”** means calendar day.
- h) **“Delivery”** means the transfer of property in the Goods and/or Services from the IA to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- i) **“Completion”** shall mean the completion of Goods and/or services/or activities/or tasks of the related services by the IA in accordance with the terms and conditions set forth in the Contract.
- j) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause 6 of GCC;
- k) **“GCC”** means the General Conditions of Contract.
- l) **“Goods”** means all software, middleware, migration tool, third party app to perform the service under the scope that the IA is required to supply/ use under the Contract.

- m) **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- n) **"Party"** means the OPTCL or the IA, as the case may be;
- o) **"Personnel"** means persons hired by the IA as employees and assigned to the performance of the Services or any part thereof; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's country;
- p) **"Project"** means all Activities covered under present contract.
- q) **"Purchaser's Country"** shall mean India.
- r) **"Purchaser"** means the entities purchasing the Goods and/or Services, as specified in the SCC, which in this context is OPTCL.
- s) **"Related Services/services"** means the services to be provided by IA as per the requirements / conditions specified in the Contract/ as described in the Scope of Work hereto. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.
- t) **"Starting Date"** means the date referred to in Clause 6 of GCC;
- u) **"SCC"** means the Special Conditions of Contract.
- v) **"The Site"** shall mean all identified locations within the State of ODISHA, where the IA has to carry out any implementation of ERP or is required to provide any Services.
- w) **"Third Party"** means any person or entity other than the Government, the OPTCL, the IAs or any other party as implied by the usage and context.
- x) **"OEM"** means the Original Equipment Manufacturer of any equipment / system / software / product.
- y) **"Kick Off Meeting"** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the IA.
- z) **"In writing"** means communicated in written form with proof of receipt.
- aa) **"Owner"** means the "OPTCL".

## About this document

The purpose of this document is invitation to bid for “Selection of Implementation Agency (IA) for Implementation of SAP based advanced ERP and Energy Utility Solutions for OPTCL and SLDC with 3 Years support service from the date of Project Sign-off.

The Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This RFP document is not transferable. This document must be read in its entirety. Please verify that you have a complete copy. Submission of bid shall be through e-procurement portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL).

This RFP comprises of

- i. Request for Proposal along with Appendix A to J
- ii. Bid Sheets: Techno-commercial Bid Sheet and Price Bid Sheet

The prospective bidders/ their representatives are requested to visit personally and (or) raise queries for thorough understanding of total functionality of the organization, departments, circles, divisions, sub-divisions- to meet & address the present and upcoming envisaged requirements. List of nominated OPTCL Officials who can be contacted for above activities is given as [Annexure-G](#)

The prospective bidders are requested to gather the requirement well in advance and not wait for the pre-bid meeting.

## About Odisha Power Transmission Corporation Limited (OPTCL)

ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL), one of the largest Transmission Utility in the country was incorporated in March 2004 under the Companies Act, 1956 as a company wholly owned by the Government of Odisha to undertake the business of transmission and wheeling of electricity in the State. The registered office of the Company is situated at Bhubaneswar, the capital of the State of Odisha. Its projects and field units are spread all over the State.

OPTCL started commercial operation from 01.04.2005 only as a Transmission Licensee. (a deemed Transmission Licensee under Section 14 of Electricity Act, 2003). It was notified as the State Transmission Utility (STU) by the State Govt. and discharges the State Load Dispatch functions. Presently the Company is carrying on intra state transmission and wheeling of electricity under a license issued by the Odisha Electricity Regulatory Commission. The Company is also discharging the functions of State Load Dispatch Centre.

Various IT implementations already executed or under execution are as follows:

1. Infrastructure
  - a. OPTCL Primary Data Center
  - b. OGS-WAN
2. ERP- eShakti
3. GIS



4. MIS
5. GST Based Invoicing System
6. O & M Data Management System
7. Email Services (OPTCL, SLDC and GRIDCO)
8. Advance Metering Infrastructure (AMI)
9. e-Office

## Background

### 1. Objectives of the project

Odisha Power Transmission Corporation Limited (OPTCL), a premier state transmission utility of the country intends to avail SAP based ERP implementation facility across its total functionality with user base of about 2600 established throughout the State.

The competent, reliable and proven SAP based ERP implementing firms are requested to go through the details submitted hereafter. This being the fast track flagship project of the organization, bidders are requested to give full emphasis to understand the requirement thoroughly.

***Time is the essence of this project and in no case any request for time extension shall be entertained.***

### 2. Existing ERP Solution : eShakti

The eShakti project comprises of implementation of two Oracle ERP products viz., Oracle Utilities (Energy Area eShakti-Part-I) and Oracle EBS (Rest of the Areas eShakti-Part-II) using Oracle database. The list of Modules covered under the eShakti Project Phase-I is as follows:

#### **Business Function/Area**

##### **Projects Track**

- Projects Management
- Projects Cost Accumulation & Accounting

##### **Purchasing**

- Procurement

##### **Inventory Management**

- Inventory Management

##### **O&M Track**

- O&M – Operations
- O&M - Maintenance work

##### **HRMS Track**

- Core HR & ESS
- Payroll
- HR – Performance Appraisal
- HR – Quarter Allocation

##### **Pension Track**

- Pension Billing
- Pension Sanction Process

##### **Finance Track**

- GL, Payables, Cash Mgmt, Cash Requisition, Taxation
- Receivables , Taxation

Fixed Assets  
Employee Claims (iExpenses)  
**Investment Management**  
**Loans Management**  
**Trust Funds**  
**Budgeting (Budget Creation)**  
**Energy Track**  
Meter Data Mgmt & Bill Determinant Generation  
Day Ahead Scheduling  
**Energy – Bill invoicing, receipt & settlement.**  
**Energy Accounting – System Loss Calculation**  
Energy – Long term load forecasting  
**Others**  
**Document Management System – Sharepoint**

The eShakti – Phase-I is implemented in OPTCL and SLDC covering functional depts., Viz., HR, Finance, Trust Funds, Procurement, Inventory, Projects, O&M, Energy and other functional needs. Currently only few modules like Payroll, Inventory, Pension modules are operational in some of the offices or all offices of OPTCL. However Bio-metric system has been developed and integrated with eShakti in addition to original scope of eShakti Project Phase-I work.

Some of the other major developments in eShakti are:

- ii. GST.
- iii. 7<sup>th</sup> Pay Commission.
- iv. 7<sup>th</sup> Pay commission for Pensioner.
- v. Shift Implementation for Shift Organization.
- vi. Weekly Off and Compensatory Off have been implemented.

### Calendar of Event

Event	Information
Notice Inviting e-Tender	TW-IT/OT/06/2021-22 dated 06-12-2021
Release of e-tender through e-tender portal	07-12-2021
Tender cost	₹ 25,000/- (INR) + GST@18%= ₹ 29,500/-
Tender Processing fee	₹ 5,000/ + GST@18% = ₹ 5,900/-
Last date to send in requests for clarifications on the tender document	18-12-2021 till 04.30 pm
Date and Time for Pre- Bid Conference	21-12-2021 at 10:30 am <b>Venue:</b> OPTCL conference Hall, 4th Floor, Corporate Building, Janpath, Bhubaneswar, Odisha, Pin- 751022
Last date for submission of bids through e-tender portal	05-01-2022 till 01:30 pm
Opening of Technical bids	05-01-2022 at 03:30 pm
Presentation on technical bid by shortlisted bidders	To be notified later
Opening of price bids	To be notified later to the technically qualified bidders
Issue of Letter of Intent	To be intimated to the successful bidder

#### **Important Note:**

**For participating in the pre-bid meeting, prospective bidders are requested to submit the valid, reasonable queries on RfP in prescribed format only along with documentary proof of payment of tender processing fee through e-procurement portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL).**

**Bidders should send their nominations of max 2 personnel in the rank of General Manager or above to participate in the pre-bid meeting along with pre-bid queries.**

## Section II. Instructions to Bidders

This part, Instruction to Bidders (ITB), Section II provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission, opening and evaluation and on contract award. ITB Section II contains provisions that are to be used unchanged unless [Section III](#) (BDS), supplements or amends, the provision included in Section II and that are specific to this procurement or provision of services. If there is a conflict between the provisions of ITB Section – II & Bid Data Sheet [Section – III](#), the provisions of Bid Data Sheet, Section – III shall prevail.

### A. General

<b>1. Scope of Bid</b>	<b>1.1</b>	The invitation to bid (Number indicated in BDS) is for “Selection of Implementation Agency (IA) for Implementation of SAP based advanced ERP and Energy Utility Solutions for OPTCL and SLDC with 3 Years support service from the date of Project Sign-off. The detailed scope is specified in the Scope of Work at <a href="#">Section VI</a> .”
<b>2. Corrupt Practices</b>	<b>2.1</b>	Purchaser requires bidders to observe the highest standard of ethics during the procurement and execution of such contracts.
	<b>2.1.1</b>	The following definitions apply:
		<ul style="list-style-type: none"> <li>i. “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any party in the procurement process or the execution of the contract.</li> <li>ii. “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a procurement process or execution of contract.</li> <li>iii. “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to influence the action of any party in a procurement process or execution of the contract.</li> <li>iv. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.</li> </ul>
	<b>2.1.2</b>	Purchaser will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract.

	<b>2.1.3</b>	OPTCL will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.
	<b>2.2</b>	<p>Any communication between the bidder and the purchaser related to matters of alleged fraud or corruption must be made in writing.</p> <p>By signing the contract, the bidder shall represent that it is either the owner of the Intellectual Property Rights (IPR) in the hardware, software or materials offered, or that it has proper authorization and/or license to offer them from the owner of such rights. For the purpose of this clause, IPR shall be defined in the GCC Clause 17. Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 2.1 to 2.2 above, without prejudice to other remedies that the Purchaser may take.</p> <p>Furthermore, Bidders shall also note the provision stated in Sub- Clause 2 (Corrupt Practices) and Sub-Clause 29.1.1 (ii) (Termination for Default). of the General Conditions of Contract.</p>
<b>3. Eligible Bidders</b>	<b>3.1</b>	Any Indian Bidders are eligible to submit bid against the ITB.
	<b>3.1.1</b>	The IA shall not sub-contract any part/ whole contract. No consortium is allowed
	<b>3.1.2</b>	The IA shall be wholly responsible for execution of the contract.
	<b>3.1.3</b>	In case of exceptional circumstance of continued non-performance, even subsequent to exercising of remedies provided under this RFP, as assessed and reported by the OPTCL, the contract is liable to be cancelled.
	<b>3.2</b>	Bidder shall not have a conflict of interest with one or more parties in this bidding process. Participation by Bidder(s) with a conflict of interest situation will result in the disqualification of all Bids in which it is involved. Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws

		and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
	<b>3.2.1</b>	receive or have received any direct or indirect subsidy from any of them; or
	<b>3.2.2</b>	have the same legal representative for purposes of this Bid; or
	<b>3.2.3</b>	A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved.
	<b>3.2.4</b>	if the IA get associated as Consultant / Advisor / Third party independent evaluating agency with any of the agencies taking part in the bid process of OPTCL.
	<b>3.2.5</b>	For any given project area, the IT consultant, if any and the IA cannot be the same. An IT Consultant and IA may be considered to be in a conflict of interest with one or more parties in this process if they have controlling shareholders in common
	<b>3.2.6</b>	Participation by Bidder(s) with a conflict of interest situation will result in the disqualification.
	<b>3.3</b>	Government-owned enterprises shall also be eligible.
	<b>3.4</b>	Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

## B. Contents of Bidding Document

Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the Tender Portal of OPTCL not in line with the e-Bid document/ e- tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.

<b>6. Sections of the Bidding Document.</b>	<b>6.1</b>	The Bidding Document consists of the sections as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8
	<b>Section I.</b>	Preface
	<b>Section II.</b>	Instructions to Bidders (ITB)
	<b>Section III.</b>	Bid Data Sheet (BDS).
	<b>Section IV.</b>	Eligibility Criteria
	<b>Section V.</b>	Bidding Forms
	<b>Section VI.</b>	Scope of Work
	<b>Section VII.</b>	General Conditions of Contract (GCC).
	<b>Section VIII.</b>	Special Conditions of Contracts (SCC).
	<b>Section IX</b>	Contract Forms
		<b>Appendix A TO J</b>
	<b>6.2</b>	The Invitation for Bids issued by the Purchaser is a part of the Bidding Document.
	<b>6.3</b>	The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
<b>6.4</b>	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.	
<b>7. Clarification of Bidding Document</b>	<b>7.1</b>	The Purchaser shall publish its response to all the clarifications sought by the bidders in the OPTCL & Tender wizard websites only, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 23.2.
	<b>7.2</b>	The Purchaser will organize a pre-bid conference at the time and place indicated in BDS. The purpose of the conference will be to clarify issues and answer queries that the bidders might have. Bidders are requested to submit the queries in writing to reach the purchaser not later than <b>3 days</b> before the conference. Queries and responses shall be communicated in accordance with ITB Clause 7.1. Any modifications to the Bidding document listed in ITB Clause 6.1 which may become necessary as a result of pre-bid conference shall be made by the Purchaser exclusively by issuing Addendum and not through the clarifications of the pre-bid conference.

<b>8. Amendment of Bidding Document</b>	<b>8.1</b>	At any time prior to the deadline for submission of the Bids or the award of the contract, the Purchaser may amend the Bidding Document by issuing addenda in the tender portal.
	<b>8.2</b>	The Purchaser, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any component of Related Service entirely or any part thereof from the bid document till the time of Bid Submission. All bidders will be notified for any such changes through portal.
	<b>8.3</b>	In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids, pursuant to ITB Sub-Clause 23.2.
	<b>8.4</b>	Any addendum issued shall be part of the Bidding Document.

### C. Preparation of Bids

<b>9. Cost of Bidding</b>	<b>9.1</b>	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>10. Language of Bid</b>	<b>10.1</b>	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>11. Documents Comprising the Bid</b>	<b>11.1</b>	The Bid shall conform to e-Tendering procedures as detailed at Section II, header H.
	<b>11.2</b>	Initially, only the Technical Proposals opened at the address, date and time specified in ITB Sub-Clause 26.1. The Price Bids remain unopened and held in e- Tendering Portal. The Technical Proposals shall be evaluated by the Purchaser as per Evaluation Methodology mentioned in <a href="#">Appendix-D</a> .
	<b>11.3</b>	Price bid of technically responsive Bids shall be opened in the e-tender portal at the date and time to be advised by the Purchaser. The Price bid shall be evaluated as per Evaluation Methodology mentioned in <a href="#">Appendix-D</a> .
	<b>11.4</b>	Contract shall be awarded to the techno commercially qualified L1 Bidder.
	<b>11.5</b>	The Technical Proposal shall contain the following:
	<b>A</b>	Technical Proposal Submission Sheet;
<b>B</b>	bid Security, in accordance with ITB Clause 20;	



	<b>C</b>	written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;
	<b>D</b>	documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
	<b>E</b>	documentary evidence in accordance with ITB Clauses 17 and 29, that the Goods and Related Services conform to the Bidding Document;
	<b>F</b>	documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
	<b>G</b>	any other document required in the BDS.
	<b>11.6</b>	The Price bid shall contain the following:
	<b>A</b>	Price bid Submission Sheet and the applicable Price bid, in accordance with ITB Clauses 12, 14, and 15;
	<b>B</b>	any other document required in the BDS.
<b>12. Bid Submission Sheets and Price Bid</b>	<b>12.1</b>	The Bidder shall submit the Technical Proposal and the Price Bid using the appropriate Submission Sheets provided in Section V, Bidding Forms and Supplier response format, <a href="#">Appendix C</a> . These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	<b>12.2</b>	The Bidder shall submit the Price Bid using the forms furnished in Section V, Bidding Forms and Supplier response format, <a href="#">Appendix C</a> .
	<b>12.3</b>	The Bidders should take note of following points while submitting the Price Bid:-
	<b>A</b>	Price Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include GST, and other taxes as may be applicable to be paid pre- or post-delivery or to be deducted by the purchaser at source, in relation to the related services. Such taxes, if not explicitly mentioned in the Price bid tables in <a href="#">Appendix J</a> , but applicable under law, should be included in the Quote under "Any other levies" column.
	<b>B</b>	The Bidder will provide Tax rates assumed for the calculation at the time of proposal for each item in notes to respective table in <a href="#">Appendix J</a> .
	<b>C</b>	Please refer to GCC Clause [13.2] and the SCC for Price adjustments due to change any applicable taxes, duties and any other statutory levies.
<b>13. Alternative Bids</b>	<b>13.1</b>	Alternative (alternate technology/architecture/design/functionality or proposals with multiple options) bids shall be rejected.
<b>14. Bid Prices and Discounts</b>	<b>14.1</b>	The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Bid shall conform to the requirements specified below
	<b>14.2</b>	All items in the <a href="#">Appendix J</a> must be listed and priced separately in the Price Bid. If an item listed in Price Schedule is not priced, their prices shall be assumed to be included by the bidder in the prices of other items.

	14.3	If an item is not listed in the Price Schedule, it shall be assumed not to be included in the Bid. In such event, if the bid is otherwise substantially responsive, Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The price of the missing or non-conforming item or component for this purpose shall be the highest of the prices quoted by the other bidders for such missing item or component.
	14.4	The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
	14.5	Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, except as specified in the GCC Clause 14.2
	14.6	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.
<b>15. Currencies of bid</b>	15.1	Bidders may express their bid price in Indian Rupees only
<b>16. Documents Establishing the Eligibility of the Bidder</b>	16.1	To establish their eligibility in accordance with ITB Clause 3, Bidders shall:
	A	Complete the eligibility declarations in the Bid Submission sheet, included in Section V, Bidding Forms.
<b>17. Documents Establishing the conformity of the goods &amp; Related services to the bidding document.</b>	17.1	To establish the conformity of the services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence against Services provided.
	17.2	The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the services, demonstrating substantial responsiveness of the services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions.
	17.3	Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Scope of Work, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial

		equivalence or are superior to those specified in the Scope of Work.
<b>18. Documents Establishing the Qualifications of the Bidder</b>	<b>18.1</b>	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section IV, Eligibility Criteria.
<b>19. Period of Validity of Bids</b>	<b>19.1</b>	Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	<b>19.2</b>	In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid
<b>20. Bid Security</b>	<b>20.1</b>	₹ <b>NIL</b> (Firm shall furnish Bid declaration as per prescribed format Bidding Form 1B along with Bidding Form 1)
<b>21. Format and Signing of Bid</b>	<b>21.1</b>	The Bidder shall prepare Technical Proposal and the Price as described in ITB Clause 11 following e-Tendering procedures as detailed at Section II, header H.
	<b>21.2</b>	Bidder authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. Response Formats duly filled along with supporting documents shall be page numbered under Documents.
	<b>21.3</b>	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

#### D. Submission and Opening of Bids

<b>22. Bid submission</b>	<b>22.1</b>	<p>OPTCL invites bids in e-tendering mode only under “Single Stage – two part bid” procedure of bidding</p> <p>Interested bidders are required to enroll themselves and bid in the tender portal <a href="http://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a>, where complete set of bidding documents shall be available.</p> <p>Bidders are requested to regularly visit cited Tender Portal for further amendment /errata /corrigendum /Other information (if any), as the same shall be published only on the cited Tender Portal.</p>
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		The Bidder shall enclose the Technical Proposal and the Price Bid.
	<b>22.2</b>	The following documents need to be submitted in hard copy (original) to OPTCL <ol style="list-style-type: none"> <li>i. Duly signed Bid Forms</li> <li>ii. Bid Security in the form of DD/BG</li> <li>iii. Documentary proof of Submission of Tender Cost.</li> </ol>
	<b>22.2.1</b>	The envelope containing the above hardcopy for submissions must bear the name and address of the Bidder and addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
	<b>22.3</b>	If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening and resultant disqualification of the bid.
<b>23. Deadline for Submission of bids</b>	<b>23.1</b>	Bids must be viewed by the Purchaser no later than the date and time, and at the address indicated in the BDS.
	<b>23.2</b>	The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
<b>24. Late Bids</b>	<b>24.1</b>	The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be rejected.
<b>25. Withdrawal, Substitution, and Modification of Bids</b>	<b>25.1</b>	A Bidder may withdraw, substitute, or modify its Bid after it has been submitted as per e- Tendering procedures detailed at Section II, header H. in accordance with ITB Sub-Clause 21.2 and 23. The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:
	<b>A</b>	submitted in accordance with ITB Clauses 21 and 22 (except that Withdrawal Notices), and in addition, the Bid shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
	<b>B</b>	Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
	<b>25.2</b>	Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be processed as per e-Tendering procedure.
	<b>25.3</b>	No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 19.1 or any extension thereof.
<b>26. Bid Opening</b>	<b>26.1</b>	The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the BDS.
	<b>26.2</b>	The Price Bids will remain unopened and will be held in e-Tendering portal until the time of opening of the Price Bids. The Purchaser shall advise the responsive bidders about the

		date, time, and location of the opening of Price Bids in e-Tendering portal.
	<b>26.3</b>	For "WITHDRAWAL" bidder shall made a valid authorization request to purchaser for subsequent action.
	<b>26.4</b>	Next, For "SUBSTITUTION". Substitution Price Bids will remain unopened in accordance with ITB Sub-Clause 26.2. No bid shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	<b>26.5</b>	Next, For "MODIFICATION". No Technical Proposal and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain Unopened in accordance with ITB Sub-Clause 26.2.
	<b>26.6</b>	All other bid documents holding the Technical Proposals shall be opened one at a time, and the following read out and recorded :
	<b>A</b>	the name of the Bidder;
	<b>B</b>	Whether there is a modification or substitution;
	<b>C</b>	the presence of a Bid Security, if required; and
	<b>D</b>	Any other details as the purchaser may consider appropriate. Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation.
	<b>26.7</b>	The Purchaser shall prepare a record of the opening of Technical Proposals through tender portal. The list of Techno-commercially qualified responsive bids shall be intimated through the tender portal. Also the list of Techno-commercially non-qualified or non-responsive bids shall be intimated through the tender portal giving the reasons.
	<b>26.8</b>	On the basis of the evaluation of the Technical Proposals, the Purchaser will intimate bidders through the tender portal who have submitted responsive Technical Proposals to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be intimated by the Purchaser giving reasonable time through the tender portal.
	<b>26.9</b>	The Purchaser will notify Bidders in writing who have been rejected on the grounds of being non-responsive to the requirements of the Bidding Document and return their Price Bids unopened, before the opening of the Price Bid.
	<b>26.10</b>	The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
	<b>26.11</b>	Price Bids of the techno-commercially qualified bidders shall be opened one at a time and the following read out and recorded:
	<b>A</b>	the name of the Bidder
	<b>B</b>	Whether there is a modification or substitution;

	<b>C</b>	The Bid Prices.
	<b>26.12</b>	The Purchaser shall prepare a record of the opening of Price Bids through tender portal.

### E. Evaluation and Comparison of Bids

<b>27. Confidentiality</b>	<b>27.1</b>	Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
	<b>27.2</b>	Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
	<b>27.3</b>	Notwithstanding ITB Sub-Clause 27.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. If the bidder or any of his subcontractors/consortium members meet the Purchaser's personnel, it will be considered as "coercive practices", and may result in rejection of the bid.
<b>28. Clarification of Bids</b>	<b>28.1</b>	To assist in the examination, evaluation, comparison and post- qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for The Purchaser's request for clarification and the response shall be in writing.
<b>29. Responsiveness of Technical Proposal</b>	<b>29.1</b>	The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
	<b>29.2</b>	A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without any technical/functional deviation, reservation, or omission. A technical/functional deviation, reservation, or omission is one that:
	<b>A</b>	affects the scope, quality, or performance of the Services specified in the Contract; or
	<b>B</b>	limits or is inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
	<b>C</b>	If rectified would unfairly affect the competitive position of other bidders presenting responsive Technical proposals.
<b>29.3</b>	If a Technical Proposal is not responsive to the Bidding Document, it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the technical/functional deviation, reservation, or omission.	

<b>30. Non conformities, Errors, and Omissions</b>	<b>30.1</b>	Provided that a Technical Proposal is responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a technical/functional deviation.
	<b>30.2</b>	Provided that a Technical Proposal is responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	<b>30.3</b>	Provided that a Technical Proposal is responsive, the Purchaser will rectify nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing component. The adjustment shall be made using the method indicated in GCC.  All the above are subject to online e-Tendering features.
	<b>30.4</b>	Provided that the Technical Proposal is responsive, the Purchaser will correct arithmetical errors during evaluation of Price Bids on the following basis:
	<b>A</b>	if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
	<b>B</b>	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
	<b>C</b>	If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above.
	<b>D</b>	If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.
<b>E</b>	Except as provided in sub-clauses (a) to (c) herein above, the Purchaser shall reject the Price Bid if the same contains any other computational or arithmetic discrepancy or error.	
<b>30.5</b>	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.	

<b>31. Preliminary Examination of Bids</b>	<b>31.1</b>	The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.5 have been provided, and to determine the completeness of each document submitted.
	<b>31.2</b>	The Purchaser shall confirm that the all the documents and information have been provided in the Technical Proposal as mentioned in RFP. If any of these documents or information is missing, the offer shall be rejected.
	<b>31.3</b>	Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB Sub- Clause 11.6 have been provided, and to determine the completeness of each document submitted
	<b>31.4</b>	The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected
	<b>(a)</b>	Price Bid Submission Sheet in accordance with ITB Sub-Clause 12.1; and
	<b>(b)</b>	Price Bid, in accordance with ITB Clauses 12, 14 and 15.
<b>32. Examination of Terms &amp; conditions ; Technical Evaluation</b>	<b>32.1</b>	The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any technical/functional deviation or reservation.
	<b>32.2</b>	The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in the Scope of Work at Section VI, of the Bidding Document have been met without any technical/functional deviation or reservation.
	<b>32.3</b>	If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not responsive in accordance with ITB Clause 29, it shall reject the Bid
<b>33. Margin of Preference</b>	<b>33.1</b>	No margin of preference shall apply.
<b>34. Evaluation of Bids</b>	<b>34.1</b>	Purchaser shall evaluate Price Bids of each Bid for which the Technical Proposal has been determined to be responsive.
	<b>34.2</b>	To evaluate a Price Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section IV, Eligibility Criteria and evaluation methodology in <a href="#">Appendix- D</a> . No other criteria or methodology shall be permitted.
	<b>34.3</b>	To evaluate a Price Bid, the Purchaser shall consider the following:
	<b>A</b>	The Bid Price quoted in Price Bid Submission Sheet i.e. inclusive of all duties, levies and taxes.
	<b>B</b>	Price adjustment in accordance with Clause 14.3 of ITB for missing or non-conforming item(s) or component(s).



	<b>C</b>	price adjustment for correction of arithmetic errors in accordance with ITB
	<b>34.4</b>	Contracts shall be awarded only to the techno-commercial qualified bidder with the Lowest quoted price in the price bid
<b>35. Comparison of Bids</b>	<b>35.1</b>	The Purchaser shall compare all responsive bids to determine the bid with the price quoted, in accordance with ITB
<b>36. Post-qualification of the Bidder</b>	<b>36.1</b>	The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily
	<b>36.2</b>	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB and to clarifications in accordance with ITB. The eligible bidders shall meet qualifying requirements as mentioned in Eligibility Criteria (Section IV).
	<b>36.3</b>	An affirmative determination in accordance with this clause shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.
<b>37. Purchaser's Right to accept any bid, and to reject any or all bids.</b>	<b>37.1</b>	The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

#### F. Award of Contract

<b>38. Award Criteria</b>	<b>38.1</b>	The Purchaser shall award the Contract to the techno-commercial qualified bidder with the Lowest quoted price (L1) in the price bid and is responsive to the Bidding Document provided.
<b>39. Purchaser's Right to Vary Quantities at Time Of Award.</b>	<b>39.1</b>	Purchaser reserves the right to increase or decrease the number of OPTCL's/SLDC's offices across Odisha, number of user base under the contract subject to the limit of +-30% of the contract price, without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. Any increase/decrease in quantity resulting in increase/decrease in the contract price by more than 30% of the contract price shall be subject to mutual agreement between the successful bidder & the purchaser taking into account the prevailing market condition.
<b>40. Notification of Award</b>	<b>40.1</b>	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	<b>40.2</b>	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract
<b>41. Signing of Contract</b>	<b>41.1</b>	Promptly after notification not later than 30 days from the date of Notification of award, the Successful bidder in

		consultation with the purchaser shall submit to the Purchaser the Contract Agreement in the prescribed format in non-judicial stamp paper affixing appropriate stamp duty.
	<b>41.2</b>	The successful bidder required to sign agreement in person at purchaser's address as instructed by purchaser.
	<b>41.3</b>	The successful Bidder shall provide an undertaking that the key staff identified for the project (as submitted in its bid proposal) shall be available for the respective proposed work requirement, anytime during the duration of the project, till its successful completion.
<b>42. Performance Security</b>	<b>42.1</b>	Within Fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms.
	<b>42.2</b>	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next successful Bidder whose offer is responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
<b>43. Local Conditions</b>	<b>43.1</b>	It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The purchaser shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the purchaser. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the lack of such clear information or its effect on cost of the works to the bidder.

### G. Interpretation

<b>44. Interpretation of the TRS and the RFP document</b>	<b>44.1</b>	This Bid Document, inclusive of the TRS document, Schedules, annexure(s), the statements, exhibits and sections, if any, comprises the whole and complete Document.
	<b>44.2</b>	This RFP document should be read in consonance with the TRS document, Schedules, annexure(s). In the RFP document references to the TRS have been provided. In case there is no reference relating to a particular clause(s) of the TRS, it should be deemed as the said reference has been provided. The bidder is required to read all the documents and would be deemed to be in knowledge of the provisions of both the

		TRS and the RFP document. No claim of any nature whatsoever shall be entertained in this regard.
	<b>44.3</b>	In case of any conflict with any provision relating to the TRS document and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes.

#### H. E-Tendering Process – Guide lines

The interested bidders are advised to register their user ID, Password, company ID with website [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) by clicking on hyper link “Register Me” on the above said tender website.

The bidder shall submit the bid in Electronic Mode only i.e., with tender website [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL). The bidder must ensure that the bids are received in the specified tender website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted other than under above mode will not be accepted. No request to submit the Bids in physical form will be entertained by the OPTCL.

The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated.

The participants to the tender should be registered under IT Act / Service tax Act.

1. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
2. Bidders are requested to follow the below steps for Registration on the tender website:
  - a. Click “Register”, fill the online registration form.
  - b. All the Bidders are requested to get registered for e- tendering by paying Registration amount of **INR 2360/- (Including GST)**, payment should be made through e-payment mode only. For any assistance please contact help desk at Bangalore – 080- 40482000
  - c. Send the acknowledgment copy for verification.
  - d. As soon as the verification is done the e-tender user id will be enabled.
3. After viewing Tender Notification, if bidder intends to participate in Tender, he has to use his e-tendering User Id and Password which would have been received after registration.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
  - a. Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).
  - b. Click / Double Click to open the Microsoft Internet Explorer.
  - c. Type [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) in the address bar, to access the Login Screen.
  - d. Enter e-tender User Id and Password, click on “Go”.
  - e. Click on “Click here to login” for selecting the Digital Signature Certificate.

- f. Select the Certificate and enter DSC Password.
- g. Re-enter the e-Procurement User Id Password

5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.

- Click “Un Applied” to view / apply for new tenders.
- Click on Request icon for online request.
- Enter the required fields including details of Documentary proof of payment through e-payment mode for tender Processing fee.

6. After making the request, Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:

- Click to view the tender documents which are received by the user.
- Tender document screen appears.
- Click “Click here to download” to download the documents.

7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
- Note down / take a print of bid control number once it is displayed on the screen

8. Competitors bid sheets will be available in the website.

## Section III. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The Identification number of the Invitation for Bids is : <b>TW-IT/OT/06/2021-22</b>
<b>ITB 1.1</b>	The Owner/Purchaser is : ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL)
<b>ITB 1.1</b>	The name of the Tender is: <b>Selection of Implementation Agency (IA) for Implementation of ERP Software in OPTCL and SLDC</b> The identification number of the Tender is: <b>TW-IT/OT/06/2021-22</b>
<b>B. Bidding Document</b>	
<b>ITB 7.1</b>	For clarification purposes only, the Purchaser's address is: <b>ODISHA POWER TRANSMISSION CORPORATION LIMITED</b>  ( <a href="http://www.tenderwizard.com/optcl">www.tenderwizard.com/optcl</a> ) / or email-( <a href="mailto:tender.erp@optcl.co.in">tender.erp@optcl.co.in</a> )
<b>ITB 7.2</b>	Details of Pre-Bid conference: <b>Date: 21-12-2021 10:30 AM</b> <b>Venue: Conference Hall, 4<sup>th</sup> Floor, OPTCL Corporate Building Janpath, Bhubaneswar, PIN: 751022.</b>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: English
<b>ITB 12.3 (b)</b>	<b>₹ 25,000/- (INR) + GST@18%= ₹ 29,500/-</b>  <b>Mode of Payment of Tender cost:</b> The bidders who want to submit bids shall have to pay non-refundable amount of ₹ 29,500/- (Rupees Twenty Nine Thousand Five Hundred) only including GST @ 18%) towards the tender cost, to be paid online through e-payment gateway link provided in e- tender portal (by using Net Banking, Debit Card or Credit Card).
<b>ITB 13.1</b>	<b>Alternative Bids shall not be permitted.</b>
<b>ITB 14.2</b>	The Prices are all inclusive excluding GST, which shall be shown separately.
<b>ITB 14.5</b>	The prices quoted by the Bidder shall be: <b>Firm (subject to Section VII GCC 13.2)</b>
<b>ITB 15.1</b>	Bidders may express their bid price in INR. Wherever reference to “₹” or “Rupees” or “Rs” as currency has been made, the same should be taken as “Indian Rupees”.
<b>ITB 19.1</b>	The bid validity period shall be 180 days after the bid submission deadline date prescribed by the Purchaser.
<b>ITB 20.1</b>	<b>₹ NIL (Firm shall furnish Bid declaration)</b>

<b>D. Submission and Opening of Bids</b>	
<b>ITB 21.1</b>	<b>Bidder to refer Section II. Instructions to Bidders - D. Submission and Opening of Bids</b>
<b>ITB 21.2</b>	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:</p> <p>Notarized Power of Attorney: - If the bidder is from a country where this practice is not used then a similar legal instrument of authorization as applicable under the home country laws of bidder must be provided.</p>
<b>ITB 22.2 (c)</b>	<p>The identification of this bidding process is:</p> <p>The identification of this bidding process is: "Single Stage – Two part Bid" procedure of bidding.</p> <p>Bid Identification No: <b>TW-IT/OT/06/2021-22</b>  <b>Name: Selection of Implementation Agency (IA) for Implementation of ERP Software in OPTCL and SLDC</b></p>
<b>ITB 23.1</b>	<p>For <b>bid submission purposes</b> only, the Purchaser's address is :            ODISHA POWER TRANSMISSION CORPORATION LIMITED  <a href="http://www.tenderwizard.com/optcl">www.tenderwizard.com/optcl</a> / or email-( tender.erp@optcl.co.in)</p>
<b>ITB 23.1</b>	<p>The deadline for bid submission is: <b>Date: 05-01-2022 Time: 1:30 PM</b></p> <p>Wherever reference to "Time" has been made, the same shall be taken as Indian Standard Time. If time is mentioned in "P.M", the same shall be converted into Hours by adding 12 Hours e.g. 2.30 P.M equal to 2.30 + 12 i.e. "14.30 Hours IST"</p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at:  <b>Date: 05-01-2022</b>  <b>Venue: Conference Hall, 4<sup>th</sup> Floor, OPTCL Corporate Building</b>  <b>Time: 03:30 PM</b></p>

<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 33.1</b>	A margin of preference <b>shall not</b> apply.
<b>ITB 34</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Indian Rupees.</b>
<b>F. Award of Contract</b>	
<b>ITB 39.1</b>	Purchaser reserves the right to increase or decrease the number of OPTCL's/SLDC's offices across Odisha, number of user base under the contract subject to the limit of +-30% of the contract price, without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. Any increase/decrease in quantity resulting in increase/decrease in the contract price by more than 30% of the contract price shall be subject to mutual agreement between the successful bidder & the purchaser taking into account the prevailing market condition.
<b>ITB 42.1</b>	If the successful bidder fails to furnish the required Performance Security within 15 days of the receipt of notification of award, the Purchaser reserves the right to terminate the award by forfeiting Bid Security without any notice.
<b>ITB 42.2</b>	The successful bidder required to sign agreement in person at purchaser's address. The Purchaser reserves the right to terminate the award by forfeiting Bid Security without any notice.

## Section IV. Eligibility Criteria

### Eligibility Criteria of IA

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as eligibility criteria for Bidder interested in undertaking the project. The Bidder must also possess the technical know-how and the financial stability that would be required to successfully establish/execute the ERP Implementation and support services thereafter for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to bid is open to all Bidders who qualify the eligibility criteria as given below:

### ELIGIBILITY CRITERIA

Sl. No.	Criteria	Mandatory Documents
<b>A.</b>	<b>Organization's Financial and Manpower Strength &amp; Certification Status</b>	
1	The Bidder should be a company incorporated/registered in India under the Companies Act, 1956 and (or as amended in companies Act 2013) and should have been in the business of SAP based ERP (configuration, development, customization, integration and commissioning ERP) for the last 5 financial years. <i>Note: In case any bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.), it may showcase credentials of its erstwhile / current entity provided sufficient documentary proof is submitted with the bid to evince that such credentials have accrued to / transferred to / are in the name of the bidding entity and the bidding entity is authorized to use such credentials.</i>	Certificate of Incorporation and copy of Memorandum and Articles of Associations of the company evidencing that they are working in the ERP business for the last five years should be attached.
2	The Minimum Average Annual Turnover (MAAT) for IT related services turnover of the bidder should be at least INR 100 crores with positive net worth in each of the immediately preceding three years (2018-19, 2019-20 and 2020-21), calculated as revenue earned from the projects.	Copy of the audited annual accounts of the company showing turnover of the company for the last three financial years supported by Chartered Accountant certificate for Net-worth and turnover (MAAT).
3	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on bid submission date.	Undertaking in this regard by the authorized signatory of the bidder.
4	The Bidder must have valid ISO 27000, ISO 9001:2008 and have at least CMM/CMMI level 5 certification as on bid submission date	Copy of the valid ISO 27000, ISO 9001:2008 and have at least CMM/CMMI level 5 certification



Sl. No.	Criteria	Mandatory Documents
5	The Bidder must have PAN Card, GSTIN, Registration under labor laws & contract act	Valid Scanned Copies of the PAN Card, GSTIN, Registration under labor laws & contract act of the Bidder
6	The Bidder should have at least one Development Center in Bhubaneswar (preferably within 5 kms from Corporate Office, OPTCL). If the Bidder is not having any Development Center in Bhubaneswar then the bidder should submit a letter of undertaking to open an office in Odisha within 30 days from the date of issue of work order.	Latest copy of Property tax /Electricity Bill/Telephone Bill/G.S.T./C.S.T. Registration/Lease agreement etc. should be submitted as proof Or In case bidder is not having office in Odisha, letter of undertaking to open an office in Odisha within 30 days from the date of issue of work order to be submitted.
7	The bidder should submit power of attorney certifying the authorized signatory	Power of Attorney executed by the Bidder in favor of the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender. Board resolution also to be submitted in favour of Power of Attorney.
8	The Bidder must have on its roll at least 20 OEM (SAP-ERP) certified professionals in the area of configuration, development, customization, integration and commissioning ERP as on bid submission date.  Bidder must have min 3 OEM (SAP-ERP) certified professionals having expertise & experience in each of the following SAP-ERP Modules: <ul style="list-style-type: none"> <li>i. Financial Accounting &amp; Controlling</li> <li>ii. Purchasing/ Contract and Inventory Management</li> <li>iii. EAM (Enterprise Asset Management)</li> <li>iv. O&amp;M (Operation &amp; Maintenance)</li> <li>v. Project Management</li> <li>vi. Energy Billing</li> <li>vii. Payroll/ HR</li> </ul>	Certificate from the Head of HR department mentioning the name of Employee, qualification, year of experience along with CV of each resource person supported with copy of the relevant certificates.
<b>B.</b>	<b>Past Performance &amp; Relevant Project Experience</b>	
10	i)The Bidder must have successfully implemented at least one SAP based ERP project (COTS-“Commercial off-the-shelf” Product) during the last 5 financial years in a State-Level Transmission Utility having an employee base of Min 2500 and with a contract value of min. 20 Crores  <b>And</b>	a. Copy of Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. b. Certification on client letterhead/Performance certificate as proof of services provided for the last 3 financial years needs to be submitted

Sl. No.	Criteria	Mandatory Documents
	<p>ii) The Bidder must have successfully implemented at least 02 (two) SAP based ERP implementation during the last 5 financial years in any Central Govt. / State Govt. / PSU /Autonomous Body (Govt.) in India with a contract value of min. 15 Crores each.</p> <p>The bidder must have past experience in implementing the SAP based ERP <b>(for the above i &amp; ii criteria)</b> with following functions / modules during the last five (5) financial years.</p> <ul style="list-style-type: none"> <li>i. Financial Accounting &amp; Controlling</li> <li>ii. Purchasing/ Contract and Inventory Management</li> <li>iii. EAM (Enterprise Asset Management)</li> <li>iv. O&amp;M (Operation &amp; Maintenance)</li> <li>v. Project Management</li> <li>vi. Energy Billing</li> <li>vii. Payroll/ HR</li> </ul> <p><i>In case a company has implemented SAP based ERP systems in the last 7 years, and has been maintaining the same system since commissioning till date, such maintenance contracts for the last five years, shall be acceptable as proof.</i></p>	<p>c. Submit suitable, verifiable evidence to demonstrate the experience.</p>

**Note:**

1. Consortium is strictly not allowed.
2. Sub-Contracting is strictly not allowed.

## Section V. Bidding Forms

### Form 1 – BID DECLARATION FORM

Date: -----

Invitation for Bid No.: -----

To

The CGM (IT)

3<sup>rd</sup> Floor, IT Department, OPTCL Corporate office  
Janpath, Bhubaneswar -751022.

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Document, including Addenda No. (if Any): .....
- We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Services:
- Our Bid shall be valid for a minimum period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- If our Bid is accepted, we commit to obtain a Performance Security in the amount of 3 percent of the Contract Price for the due performance of the Contract;
- We are not participating, as Bidders, in more than one Bid in this bidding process in accordance with the Bidding Document;
- Our firm has not been declared ineligible by the Odisha Power Transmission Corporation Limited
- We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- We understand that you are not bound to accept the best evaluated bid or any other bid that you may receive.
- We undertake to open Development center in Bhubaneswar, Odisha after award of contract, in case of non-availability of the Development Center in Bhubaneswar at the time of bidding process.

#### Bid Security Declaration

\*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid(i.e. part-I bid) during its validity period and in such an event we agree that OPTCL would be free to debar us from participating in the tenders floated by OPTCL for a period of three years .

Signed this    day of    2021

Name.....

In the capacity of.....

Signed .....

Duly authorized to sign the Bid for and on behalf of.....

Date.....

**[This form should be dully filled up by the Bidder and uploaded at the time of submission of tender.]**

**Form-1B**

**(Reverse Auction Process Compliance Form)**

(To be submitted on letter head of the bidding company with sign and stamp and alongwith Technical bid)

To,  
CGM (IT), OPTCL  
Bhubaneswar-751022, Odisha

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e-Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with company seal  
Name & Address

Person having power of attorney for this tender



## FORM 2 – CERTIFICATE AS TO CORPORATE PRINCIPAL

To

The CGM (IT)

3<sup>rd</sup> Floor, IT Department, OPTCL Corporate office

Janpath, Bhubaneswar -751022.

(To be signed by any of Board Directors or Company Secretary)

(To be accompanied along with requisite copy of the board resolution)

I ..... certify that I am ..... of the Company under the laws of .....and that .....who signed the above tender is authorized to bind the Company / Firm by authority of its governing body.

Signature: .....

Full Name: .....

Address: .....

### Form 3 - PRE-BID PARTICIPATION REQUEST FORMAT

To

The CGM (IT)

3<sup>rd</sup> Floor, IT Department, OPTCL Corporate office

Janpath, Bhubaneswar -751022.

We certify that we \_\_\_\_\_ (Implementation Agency) hereby authorize following two (2 Nos.) members to attend the Pre-Bid Conference for RFP Identification no. \_\_\_\_\_ on our behalf.

#	Name	Designation
Attendee No 1		
Attendee No 2		

We have already submitted our queries (if any) 3 (three) days in advance to OPTCL.

Authorized Signatory name:

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

#### <PRE-BID QUERY FORMAT>

Sl. No.	Document	Clause No./ Page No.	Clause	Query	Suggestion
1					
2					
3					
4					
5					
6					

Note:

- i. Bidders are requested to submit the relevant pre-bid queries to OPTCL in the prescribed format only along with the duly signed "Form 4 - PRE-BID PARTICIPATION REQUEST"
- ii. **For participating in the pre-bid meeting, prospective bidders are requested to submit the valid, reasonable queries on RfP in prescribed format only along with documentary proof of payment of tender processing fee through e-procurement portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL).**
- iii. **Bidders should send their nominations of max 2 personnel in the rank of General Manager or above to participate in the pre-bid meeting along with pre-bid queries.**



**FORM 4 – UNDERTAKING REGARDING NON-BLACK-LISTING**

To  
The CGM (IT)  
3<sup>rd</sup> Floor, IT Department, OPTCL Corporate office  
Janpath, Bhubaneswar -751022.

I, \_\_\_\_\_ (Name of the Authorized person) presently working in the capacity of \_\_\_\_\_(designation) and I have been duly authorized by \_\_\_\_\_(bidder name) a Company incorporated under the provisions of the Indian Companies Act /Limited Liability Partnership Act 2008, having its Registered office/ Corporate Office / at \_\_\_\_\_ to furnish the aforesaid undertaking against the specific requirement as specified in RFP NIT No. \_\_\_\_\_ and accordingly, I, on behalf of \_\_\_\_\_(name of the bidder) hereby solemnly declare & affirm as under:-

1. That \_\_\_\_\_ (Name of the bidder) have not been blacklisted / debarred / disqualified by any Govt. of India or any of its agencies, any State Govt. or any of its agencies, State or Central PSUs etc. during the last 5 years till the date of submission of Bid.

Signature of Company Secretary/Authorized

Key Managerial Personnel (KMP) of the Bidder's :.....  
organization [In full and initials]

Name and Title of Signatory :.....



**FORM-5:NON-DISCLOSURE AGREEMENT**

To  
 The CGM (IT)  
 3<sup>rd</sup> Floor, IT Department, OPTCL Corporate office  
 Janpath, Bhubaneswar -751022.

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_(Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with OPTCL on contract is confidential and that the nature of the business of the OPTCL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the OPTCL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- **Technical information:** Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- **Business information:** Project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to OPTCL all documents and property of OPTCL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to OPTCL, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also. Non-Disclosure Agreement is for 5 years from the date of contract closure.

I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of, \_\_\_\_\_.

Authorized Signature [In full and initials] :.....  
 Name and Title of Signatory :.....  
 Name of Firm: :.....  
 Business Address :.....

Bidder’s Seal

Place: ..... Date: .....



## FORM-6: FORMAT FOR CV

S. No.	Details
1.	Name of Firm:
2.	Name of Staff:
3.	Proposed Position (Only one resource shall be nominated for each position):
4.	Date of Birth: <span style="float: right;">Nationality:</span>
5.	Education (indicate college/university and other specialized education of staff member, giving names of institution, degree obtained and date of obtainment):
6.	Membership of Professional Association:
7.	Other Training:
8.	Module Certification (SAP ERP Product):
9.	Countries of Work Experience:
10.	Languages:
11.	Employment Record (starting with present position, list in reverse order every employment held by staff member as per following): From (year) To (Year) Employer: Position Held:
12.	Detailed Tasks assigned (List all tasks to be performed by the staff member under this assignment):
13.	Work undertaken that best illustrates capability to handle the tasks assigned: i. Name of assignment or project: ii. Period: From: MM/YY to MM/YY iii. Location: iv. Client: v. Industry/Sector vi. Main project features: vii. Position held: viii. <u>Actual activities performed:</u>
14.	Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.  (Signature of staff member) <span style="float: right;">Date:</span>

## Form 7 - INDEMNITY BOND

### Indemnity Bond

THIS BOND OF INDEMNITY executed at.....this.....day of ..... by  
.....

(Name of the Party)

Whereas M/s .....has entered into agreement with the OPTCL represented by the  
-----was implementation of .....

1.1. The Implementation Agency (IA) hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The Implementation Agency (IA) agrees to indemnify the Purchaser and its officers, servants, agents (“Purchaser Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a. any negligence or wrongful act or omission by the Implementation Agency (IA) or its agents or employees or any third party associated with IA in connection with or incidental to this Contract; or
- b. any infringement of patent, trade mark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.

1.2. The Supplier shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

1.3. Without limiting the generality of the provisions of this clause 1.1 and 1.2, the IA shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims, of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentially rights with respect to any Goods, Related Services, information, design or process supplied or used by the IA in performing the IA’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the IA shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the IA shall promptly make every reasonable effort to secure for the Purchaser a license, at no cost to the Purchaser, authorizing continuous use of the infringing work.



If the IA is unable to secure such license within a reasonable time, the IA shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

NOW THIS INDEMNITY WITNESSES THAT in pursuance of the said agreement and in consideration of the OPTCL having agreed and undertakes to pay to the OPTCL on demand without demur or protest by way of loss or damages which the OPTCL may suffer if it is found or established that such loss or damage has been caused by or directly as a result of the OPTCL waiving and not insisting on obtaining the said proof.

The M/S.....further undertakes to and confirms with the OPTCL that on the expiry of 7 days from the date of the M/S..... being informed or called upon by the OPTCL in that behalf of the loss suffered by or damages caused to the OPTCL, M/S ..... shall pay the amount of loss or damages to the OPTCL as may be claimed.

IN WITNESSES WHERE OF M/S .....has caused these presents to be executed on its behalf in the manner hereinafter mentioned on the day and year first hereinabove written.

Signed and delivered by

.....

On behalf of the .....

M/S..... in the presence of:

Witnesses:.

(1)

(2)

## Section VI. Scope of Work

### 1. Overview

OPTCL intends to implement integrated Software Solution through SAP based ERP software for OPTCL and SLDC covering its business functions for process efficiency, better management and provide the management with accurate, timely and reliable information for better decision making.

**Bidders should note that the functional requirements mentioned in the RfP are only minimum and indicative requirements within the broader functional areas. Bidder should design and implement the solution appropriately keeping the business and statutory requirements of OPTCL & SLDC and functionalities available in the product.**

Bidders should ensure that while designing and providing the complete solution to OPTCL & SLDC, instructions of Government of India, Government of Odisha or any other statutory authority applicable to the OPTCL & SLDC such as norms, guidelines, standards etc., which are given time to time are complied with.

Bidders are required to critically review the purpose and requirements of implementation and shall ensure inclusion of all essential services (even if not mentioned specifically) for achieving the objective within the time frame for successful implementation.

#### **Functional areas covered under the scope:**

1. The Core ERP Segments shall include the following but not limited:
  - a. Financial Accounting & Controlling
  - b. Purchasing/ Contract and Inventory Management
  - c. EAM (Enterprise Asset Management)
  - d. O&M (Operation & Maintenance)
  - e. Project Management
  - f. Energy Utility Solutions
  - g. Human Resource Management, Payroll
2. Management Information Systems & business analysis tools for managerial decision making.
3. Interfacing with the legacy systems of OPTCL & SLDC.
4. Migration of existing ERP (eShakti) data to the new ERP system
5. Interfacing and integration with existing applications like SCADA, GIS, AMI, etc.
6. Provisioning of interfacing and integration of future applications.

**The above functional requirement is a broad outline of OPTCL & SLDC Business and but need not be limited & restricted to the above.**

**During the roll-out activities, the IA need to take care of the existing ERP (eShakti) and essential legacy data of OPTCL & SLDC, closed & open data as specified by the users and such data should be made available to upgrade, append and integrate with the new SAP system.**

## 2. Phase wise Activities:

Based on the requirements, the following Phase-wise Activities have been identified for implementation of SAP based ERP Solution at OPTCL & SLDC

### 1. Phase I: Project Inception

The following activities shall be carried out in this phase:

#### **a. Project Plan**

IA will prepare a detailed project plan in Work Breakdown Structure to cover the entire life-cycle of the project within the given time period mentioned in this RfP. Project plan will include (but not limited to) all project activities, milestones, deliverables (contractual or otherwise), timelines, dependencies, stakeholders' roles & responsibilities etc.

#### **b. Resource Planning & deployment**

IA will submit a detailed project structure along with resource deployment plan. IA is required to deploy all resources (adequate) as defined in this RfP document on-site at its Development Center, Bhubaneswar. However, a Project Management Unit (PMU) need to be set up by IA at OPTCL Headquarters. IA will submit the resume of all the personnel to be deployed on the project for prior approval of OPTCL.

#### **c. Project Kick-off Meeting**

After preparation detailed project plan and resource mobilization, IA will conduct the kick-off meeting with OPTCL team to explain the project plan, scope, team members among other aspects.

#### **d. Project Charter**

IA will prepare a detailed project charter consisting of Project objectives, scope, deliverables, implementation methodology, Change Management Strategy, timelines, roles & responsibilities, requirements from OPTCL, project risks & mitigation plan, communication matrix, escalation mechanism, governance mechanism, project templates and ERP project KPIs to measure project progress and success etc.

#### **e. Overview Training**

IA will provide an SAP-ERP product overview (on product modules, functionalities, nomenclature etc.) training to Core Team Members & IT Team of OPTCL

## 2. Phase II: Business Blueprint

During the Phase II of the project, the IA will be required to carry out following activities:

### ***a. As-is, To-be study and gap analysis***

- Detailed AS-IS study of OPTCL & SLDC and documenting business processes including process maps to cover all functions, processes, workflows up to activity/ task level.
- Identify existing business process issues, areas of improvement and opportunities for standardization.
- Design the TO-BE processes (with respect to functional requirement specification and integration touch points with respect to legacy applications) that are based on business requirements, and ERP enabled Best Practices/ Processes.
- Conduct gap analysis of to-be process requirement and ERP functionalities along with best practice solution to meet OPTCL & SLDC requirements
- Identify all reporting requirements as per business needs (internal, external, statutory etc.) including Dashboard and MIS for various levels of management

### ***b. Technical & Functional Training***

- IA will submit a training plan and strategy to OPTCL
- IA will provide Technical & Functional Training from SAP certified IA trainers to CTMs & IT team of OPTCL.
- Training should be provided on training environment of the ERP product so that users can understand the working process of actual ERP product.
- Training completion certificate needs to be obtained from concerned authority.
- After training, IA will incorporate process & reporting suggestions provided by CTMs and IT team of OPTCL in business requirement.

### ***c. Business Solution design / blueprint***

- After detailed study and functional training, IA will prepare solution design document / business blueprint (BBP) based on complete functional & technical requirements including (Forms, Reports, Interfaces, Customization and Enhancements) and business process changes incorporated in the to-be processes.
- IA will proceed to the realization phase only after the approval of BBP by OPTCL. The BBP will form the basis of system configuration and development and should incorporate the entire scope of ERP implementation.

### 3. Phase III: Configuration, Customization, Development, Testing & QA, Acceptance Phase

Based on the approved business blueprint, IA will be responsible for following activities:

- Prepare and submit different codification details of master data
- Prepare functional and technical design documents and submit for approval from OPTCL.
- Installation of the SAP ERP software in all the Development, Quality and Production Systems.
- Configure and customize ERP as per approved business requirements of OPTCL & SLDC
- Identify integration/ interface requirements between ERP, non-ERP & legacy systems based on requirements
- Submit integration strategy document and develop necessary process for seamless integration between ERP and other necessary applications of OPTCL & SLDC to meet business requirements
- Carry out testing activities for the solution. This will include unit, integration and user acceptance testing.
- Authorization matrix / user roles & responsibilities is complete, approved and configured in the solution.
- Carry out data migration activities.
- Consultant Training on ABAP, BASIS, FIORI to core IT team of OPTCL

OPTCL would like to implement standard ERP functionalities as far as possible and adopt standard business processes offered by the ERP system. IA will be required to use best judgment while proposing any customization requirements. If any functionality can be met through the standard solution provided by the ERP, same should be adopted unless it is technically required to customize and there is no better solution.

### 4. Phase IV: Pilot Go-Live

In this phase, IA will be required to carry out following activities:

- Migrate all master and transaction data into the ERP system. All data will be verified and confirmed by OPTCL.
- Authorization matrix / user roles & responsibilities is complete, approved and configured in the solution
- Module wise detail User level Training for Core Team Members (CTMs) and Core IT Teams
- Ensure all trainings & change management sessions are completed (Functional training, technical training and end-user training) for CTMs, Core IT team and all end users of OPTCL & SLDC
- Entire ERP solution is tested and verified. There should not be any pending issues or requirements.
- Pilot Go Live including minimum SLDC & OPTCL Head Quarters and OPTCL Field Office which shall include minimum Two Zones, Two Circles (in different zones) covering min two Divisions, Sub Divisions, Stores from each Circle.

- Propose project status to OPTCL to take decision on go-live
- OEM Audit will be conducted in Pilot Go-Live stage
- User manuals are complete and approved.
- System configuration and other technical manuals are complete and approved
- User support / help desk structure and process is established after due approval from OPTCL

## 5. Phase V: Enterprise Go-Live

During this stage, IA will be required to carry out go-live activities of the SAP-ERP System in a phased manner for OPTCL and SLDC (all locations of OPTCL, SLDC & Field offices) as per agreed approach and methodology. Before go-live, IA will ensure that following documents are provided to OPTCL, including but not limited to:

- Configuration document consisting of system settings and parameters for each module
- User manual including system instructions and use cases, running of a program to perform specific task in the system with sample reports, screen formats etc.
- Process flows and description manuals
- Any other document required for usage of implemented solution at each location
- Standard Operation Procedure (SOP) manual (if any) for carrying out activities through ERP and manually (outside the ERP) for completing the process cycle.
- Online & Offline help manuals

## 6. Phase VI: Stabilization & Project Sign-off

### a. Stabilization Support

In this project, stabilization period will be 6 (six) months from the date of Enterprise Go-Live including all modules at all locations (successful enterprise wide go-live). Stabilization will be carried out after project site-wise roll-out.

IA will provide post Go-live support to OPTCL & SLDC for stabilization of the implemented SAP-ERP system. As part of this, following indicative activities will be carried out:

- IA will deploy all relevant functional and technical implementation team during the stabilization period.
- IA will deploy at sufficient resources in OPTCL & SLDC for 6 months after successful Enterprise go-live for post go-live handholding support.
- During stabilization, IA will rectify, debug, incorporation of any requirement, reconfigure the ERP solution if any issue is identified by OPTCL & SLDC.
- IA will update user manuals and other relevant documents if there is any change in the process or solution
- SLA will be monitored during this period and IA will be responsible for compliance of the same.
- If SLA parameters are not adhered by the IA, relevant contractual provisions will be enforced by OPTCL if required.



## b. Stabilization Test

The Stabilization Tests will be conducted for the SAP-ERP Solution after successful enterprise Go-live. The test shall be conducted for ascertaining Response Time Performance and Availability Performance criteria as defined in SLA Clause 0for minimum 90 calendar days continuously. The Stabilization Tests shall be conducted by powering up and continuous operation of all the systems on a 24x7 basis to ascertain that all components of the solution are working in the desired fashion individually and together. During stabilization test, the IA shall procure and deploy performance measurement tools to establish adherence to desired performance as mentioned in the SLA.

If the system is found to be lacking in meeting prescribed availability performance and response time performance, the IA shall at its cost and expense make such changes, modifications, and/or additions to the “SAP-ERP Solution” as may be necessary for fully conforming to the desired performance as per the SLA requirements.

The IA shall notify OPTCL upon completion of the necessary changes, modifications, and/or additions and shall request OPTCL for repeat of the stabilization acceptance tests. If the “SAP-ERP Solution” (or sub-system(s)) fails after the second stabilization acceptance test, OPTCL shall levy price reduction equivalent to 2.5% (two and a half percent) of the total price for Implementation of SAP for not meeting the response time as mentioned in SLA and will notify the IA accordingly. IA to note that this price reduction for “SAP-ERP Solution” failure will be over and above the provisions for price reductions defined in bid document such as Liquidity Damages and/or SLA etc. For performance below the SLA requirement, the IA is liable to be rejected. In such case, OPTCL may initiate necessary action as per the contractual provisions for deficiency in services.

## 3. Quality Assurance Scope Testing

ERP solution needs to be tested during various phases of the project to ensure that the developed/ configured solution meets OPTCL & SLDC requirements and as per standard practice. The actual testing methodology, tools and success parameters will be mutually decided by OPTCL and the IA before carrying out the tests. Different types of testing which will be done during the project are mentioned below.

Testing Type	Objective
Unit Testing	Process/activity wise testing of developed / configured solution for each
System Integration Testing	End to End integrated test of business process involving multiple modules or applications
User Acceptance Testing	Complete testing of the SAP-ERP solution based on user roles & responsibilities
Load & Stress Testing	To test the system based on simulated growth in terms of users and transaction volume. Solution should meet SLA parameters.
Stabilization Test	To test if the solution meets SLA parameters and complete functioning as per requirements

The above are Indicative list of tests to be conducted. Additionally, the IA will need to carry out testing as recommended by the ERP OEM (SAP) and OPTCL.

#### IA Responsibilities

- Prepare detailed testing strategy and plan
- Prepare template for testing
- Prepare test cases / test scripts/ business scenarios and submit the same to OPTCL & SLDC for approval
- Conduct testing sessions
- Record and maintain log for all issues identified during testing
- Provide resolution to all issues and demonstrate the same to OPTCL & SLDC
- Carry out necessary changes in the developed/configured solution to rectify or change as per suggestions of OPTCL & SLDC.
- Solution will be re-tested to ensure all issues/ defects are closed
- Ensure all issues are closed
- Furnish detailed test reports to OPTCL & SLDC on closure of issues

#### OPTCL & SLDC Responsibilities

- Carrying out tests with support from the IA
- Recording and submitting test results to IA
- Validation of resolved issues and/or reconfiguration

## **4. Data Collection & Migration**

Scope of data migration will cover all master data and transaction data required for the SAP-ERP system to cover the functional areas covered in the project. Bidders are requested to do due diligence to estimate the data volume and requirements. Details will be provided to IA subsequently.

#### IA Responsibilities

- Prepare a detailed data collection and migration strategy and plan for master and transaction data
- Prepare schema and propose nomenclature for all major categories of items including but not limited to chart of accounts, cost accounting chart, asset/ material codification etc.
- Prepare data collection templates for master and transaction data
- Identify critical and non-critical fields
- Collect data from various offices of OPTCL & SLDC/ existing eShakti (ERP) applications and other legacy and core IT application in soft, digital formats and hard copies as per SAP-ERP requirement.
- Prepare migration scripts and migrate data through system driven process from OPTCL & SLDC legacy systems and data templates into the SAP-ERP system
- Provide necessary details to OPTCL to confirm data migration accuracy and completion

#### OPTCL & SLDC Responsibilities

- Provide required data available in soft copy or hard copies to IA
- Verification of collected data

- Sign-off and approval of migrated data

## 5. Third Party Audit

- OPTCL may conduct third-party audit for the solution w.r.t. security as per the guidelines of Government of India or Sectorial CERT by CERT-IN empanelled firms during the tenure of the contract period.
- IA will have to make necessary changes in the configuration and/or solution as per the recommendations of third-party auditor / OPTCL without any additional cost to the OPTCL.
- IA is required to provide full cooperation and support for the third party audit of the SAP-ERP Applications.

## 6. Training & Change Management Scope

OPTCL considers adequate training & change management as vital for the success of the project. IA will be required to carry out all necessary steps in ensuring that training and change management initiatives have been taken at appropriate phases of the project so that OPTCL & SLDC will be in a position to adopt and accept the SAP-ERP system.

Following activities are envisaged as part of training & change management aspect:

### Training

#### Scope of Training

- IA will conduct training need assessment of OPTCL & SLDC users. Training needs should be continuously refined and reconfirmed with OPTCL & SLDC users and implementation team as per project progress and requirements
- IA will prepare detailed training strategy and plan based on training requirements during different phases of the project.
- Training needs to be carried out at Corporate office, Field offices of OPTCL and SLDC
- IA will prepare detailed training schedule, course material
- Post training, IA will conduct a training assessment along with OPTCL & SLDC to assess the effectiveness of training. If the assessment is not satisfactory to OPTCL & SLDC, IA will repeat the training process.

#### Training Material

- Industry standard / OEM recommended training tools / materials will be used by the IA
- Adequate training materials such as training manual, practice guide, quick-reference guide, training videos will be provided by the IA in both hard copy and soft copy
- Training material should cover subjects like SAP-ERP fundamentals, standard functionalities, OPTCL & SLDC's relevant configured system, functional training, technical training, job / activity wise training etc. as per agreed plan and requirements.

### Training Types

Following type of trainings are envisaged to be covered under the scope of this project:

<b>Training Type</b>	<b>Participants</b>
SAP-ERP Overview	Management
SAP-ERP (Technical & Functional) standard functionality	CTMs and IT team
Configured SAP-ERP solution (including configuration aspects) & Module-wise training	CTMs and IT team
End User SAP-ERP Training	All Users
Technical Training (ABAP, BASIS & FIORI) and SAP-ERP System Administration, etc.	IT Team

### Change Management

OPTCL considers implementation of SAP-ERP will have significant impact on its business processes and employees. Effective change management activities will be required to ensure that employees are aware about the SAP-ERP project and the change in work practices. IA will be required to carry out following activities as part of change management initiatives:

<b>Project Phase</b>	<b>Indicative Activities</b>
Inception Phase	<ul style="list-style-type: none"> <li>• Prepare a detailed change management &amp; communication strategy along with plan covering the entire life-cycle of the project</li> <li>• Provide support to OPTCL in identifying change managers , change champions and change agents including preparation of key skill requirements</li> </ul>
Business Blueprint Phase	<ul style="list-style-type: none"> <li>• Prepare change management related materials such as newsletters, booklets etc.</li> <li>• Conduct minimum 2 (two) change management workshops at corporate office and nominated field offices</li> <li>• Identify process level changes and/or role level changes due to SAP-ERP implementation and support OPTCL &amp; SLDC in conveying the same</li> <li>• Preparation of Key Performance Indicators (KPIs)</li> </ul>
Configuration, Customization, Testing, Acceptance Phase	<ul style="list-style-type: none"> <li>• Management Awareness Workshop</li> <li>• Risk Assessment and Business Impact Analysis</li> <li>• Continuous communication &amp; measurement of communication effectiveness</li> </ul>
Pilot Go-Live Phase	<ul style="list-style-type: none"> <li>• Train the Trainer on Change Management Activities</li> <li>• Measurement of training effectiveness</li> <li>• SAP-ERP readiness assessment</li> <li>• Continuous communication</li> <li>• Cut-over and Go-Live communications</li> </ul>
Enterprise Go-Live / Post Go-Live	<ul style="list-style-type: none"> <li>• Help Desk assessment</li> </ul>

## 7. Integration Scope

All external systems should be integrated with the SAP-ERP solution on a consistent, on-line, real-time or batch processing or data exchange basis and needs to operate in an automatic manner without manual intervention unless specifically required. IA needs to propose appropriate solution for integration between SAP-ERP and other applications including but not limited to existing Webmail, GIS, AMI, SCADA, Biometric Systems, Websites and other legacy applications. In this context, IA needs to ensure that:

- All required data residing in legacy applications are identified and transferred / integrated with SAP-ERP solution.
- All interfaces are self-checking so that any exceptions or data validation errors are reported by the system
- Integration logs are maintained to confirm the success or otherwise of the interface, complete with control totals
- Integration solution can be used to undertake any future integration between any applications

## 8. Support & Maintenance (AMC) Scope

After successful completion of stabilization period (Project Sign-Off), solution support & maintenance period will commence. The duration of Help Desk and Maintenance Support will be as per contract provisions (i.e., mandatory 3 (Three) years). The extension of Support & Maintenance (AMC) beyond 3 years will be at sole discretion of OPTCL based on the requirement and performance of the IA.

The scope of work during this period will consist of the following minimum activities. The below mentioned aspects are not exhaustive and IA is required to provide all necessary support to ensure the complete solution is functional as per OPTCL & SLDC business requirements without any additional cost.

### Resource Deployment

- Module leads who were part of the implementation team and configured the solution are required to be onsite for atleast financial closure of 2 quarters after successful stabilization period.
- Deploy adequate functional and technical resources under this scope on-site during AMC period including extended period (if any).
- In addition to the above, necessary additional functional & technical resources as per requirement should be deployed off-site.

### Service Window

IA will be required to deploy resources and provide onsite support during 9AM to 7 PM on all days and 24x7 remote support. Further, remote support needs to be provided in case of emergency or non-working hours.

### Maintenance Scope of Work

- IA will provide comprehensive on-site support within stipulated timelines and SLA parameters including but not limited to SAP-ERP solution, database, patches and releases

- Implement any functional and/or technical enhancements through patches, updates and/or bug-fixes related to SAP-ERP, database, middle-ware or any other software provided as part of the complete solution without any additional cost to OPTCL & SLDC.
- Addition, modification of any Functional, process level, reporting requirements as per OPTCL & SLDC requirements
- Incorporation of any change in business conditions such as organization restructuring (e.g., change in structure, change in workflow, expansion etc.)
- Incorporation of any change in statutory requirements such as State / Central guidelines, Taxes & duties (e.g., GST), change in accounting standards & norms
- Incorporation of any change in solution to due to IFRS, IndAS or any such norms
- Provide training to OPTCL & SLDC users if there is any change in the solution
- Updation and maintenance of all documents (user manual, configuration manual etc.)
- Installation, reinstallation of all software components as part of the complete SAP-ERP solution (e.g., RDBMS, ERP software, third party tools etc.)
- IA will be responsible for database and application performance monitoring and make necessary changes such as performance tuning and optimization to ensure the complete solution is performing as per contract requirements
- The IA will be required to undertake regular analysis of events and logs regarding the solution and make necessary changes along with submission of relevant reports to OPTCL & SLDC.
- The IA will be required to adopt a defined process for change and configuration management in the areas including, but not limited to changes in database, parameter settings, configuration settings, patches etc.
- The IA will provide a detailed back-up and business continuity strategy after discussions and approval from OPTCL & SLDC.
- The IA will be required to coordinate with other service providers of OPTCL & SLDC for back-up and recovery process and ensure that OPTCL & SLDC has continuous access and availability of the solution.

## 9. Deliverables

Phase wise key deliverables are provided below. IA should note that all deliverables as part of SAP-ERP implementation and necessary for the successful completion of the project needs to be provided whether exclusively mentioned or not. If OPTCL requests for any other reasonable document / deliverable considering the project requirements, IA will have to provide the same.

### Deliverables Acceptance Procedure

- Initially, IA will provide draft deliverable to OPTCL & SLDC for their review and feedback within stipulated timelines.
- OPTCL & SLDC will provide feedback within the mutually agreed timelines to make necessary changes, corrections (if required). IA will be required to re-submit the revised document/deliverable for final approval
- Feedback will be an iterative process.

Deliverables List (minimum)

Phase	Key Deliverables
Phase I: Project Inception	<ol style="list-style-type: none"> <li>1. Project Inception Report               <ol style="list-style-type: none"> <li>a. Detailed Project Plan (in Work Breakdown Structure along with dependencies)</li> <li>b. Detailed Site Survey Plan</li> <li>c. Resource Deployment Plan</li> <li>d. List of complete deliverables</li> <li>e. Communication Matrix</li> <li>f. Project Management Templates</li> <li>g. Roles &amp; Responsibilities and Expectations from OPTCL</li> </ol> </li> <li>2. Detailed Training Strategy</li> <li>3. Detailed Change Management and Communication Requirement &amp; Strategy</li> <li>4. Presentation on ERP product overview to Sr. Management</li> <li>5. Infrastructure sizing and specifications , OEM recommendations and IA compliance</li> <li>6. Project Preparation / Inception phase closure report</li> </ol>
Phase II: Business Blueprint	<ol style="list-style-type: none"> <li>7. Detailed as-is study report including all existing business processes, work-flows, reporting requirements, process maps</li> <li>8. Functional Training Completion Certificate for Training to OPTCL &amp; SLDC team on standard functionalities of the ERP product</li> <li>9. Detailed to-be report with identified gap analysis and solutions</li> <li>10. Final Business blueprint / solution design document (including integration / Interface strategy and process with legacy and other required systems)</li> <li>11. Change Management Workshop deliverable</li> <li>12. Process &amp; roll change report for Change Management</li> <li>13. Key Performance Indicator (KPIs) for ERP benefits</li> <li>14. Data Collection, Preparation &amp; Migration strategy along with templates</li> <li>15. Initial ERP OEM audit report with observations</li> <li>16. Final ERP OEM audit report with compliance report</li> <li>17. Business Blueprint phase closure report</li> <li>18. Detailed DC/DR infrastructure sizing with budgetary estimates</li> </ol>
Phase III: Configuration, Customization, Development, Testing & QA and Acceptance Phase	<ol style="list-style-type: none"> <li>19. Functional and Technical design documents for custom components</li> <li>20. Draft Roles &amp; Responsibilities of Users (Authorization Matrix)</li> <li>21. Unit Test &amp; System Integration Test:               <ol style="list-style-type: none"> <li>a. Test Plan,</li> <li>b. Roles &amp; responsibilities,</li> <li>c. Test Scripts,</li> <li>d. Issue log,</li> <li>e. issue resolution report</li> </ol> </li> <li>22. Functional training (configuration) completion certificate for the complete solution to CTMs and IT Team of OPTCL</li> <li>23. Risk Assessment &amp; Business Impact Analysis Report for Change Management</li> <li>24. Phase Closure Report</li> </ol>

Phase	Key Deliverables
	25. SAP ERP Solution Installation completion report at DC
Phase IV: Pilot Go-Live	26. Final Roles & Responsibilities of Users (Authorization Matrix) 27. Detailed training plan ,User Training Manual 28. End User training completion Certificate 29. All Master data migration completion report 30. All Transaction data migration completion report 31. Load Test report 32. Stress Test Report 33. Standard Operating Procedure Documents 34. Configuration Manual 35. Help Desk structure, process and operational manual 36. Change readiness assessment 37. Cut-over communication strategy and detailed report 38. Pilot go-live assessment report (IA) 39. Final Preparation / Transition Phase closure report
Phase V: Enterprise Go-Live	40. Go-Live completion report (if multiple go-lives are considered, completion report for each go-live will have to be provided) 41. Enterprise wide go-live completion report
Phase VI: Post Go-Live Stabilization Period	42. System Performance Report (SLA compliance) 43. Solution usage reports – transactions and users 44. Issue log and resolution report 45. End-user survey assessment and report 46. Successful stabilization phase completion report
Support and Maintenance	47. Quarterly activities report 48. Issue log and resolution report (Action Taken Report) - as per requirement 49. System Performance Report (SLA compliance) as per requirement

## 10. IT Infrastructure for SAP-ERP

The SAP-ERP will be hosted at the Primary Data Center, OPTCL at Bhubaneswar.

The IT Infrastructure will be provisioned by OPTCL through separate arrangements. However, bidders are requested to submit the sizing requirements to host SAP-ERP.



## Section VII. General Conditions of Contract

<b>(1) Definitions</b>		The following words and expressions shall have the meanings hereby assigned to them:
	1.1.1 (a)	<p><b>CONTRACT</b> means the Agreement entered into between the Purchaser and the Implementation Agency, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p><b>“Contract Period”</b> shall mean Six (6) calendar months of Implementation period from the date of award of contract, Six (6) calendar months of Stabilization period from the date of Enterprise go-live and 3 years support and Maintenance period from the date of Support and Maintenance period.</p>
	(b)	<p><b>“Contract Documents”</b> shall mean the following documents listed, including any amendments thereto be read and construed as part of this Agreement, viz.:</p> <ul style="list-style-type: none"> <li>i. the Detailed award of contract;</li> <li>ii. the Service level agreement;</li> <li>iii. the Special Conditions of Contract;</li> <li>iv. the General Conditions of Contract;</li> <li>v. the Scope of Work;</li> <li>vi. the Technical Requirement Specification Document (TRS)</li> <li>vii. the Instructions to bidders;</li> <li>viii. the Purchaser’s Notification to the Supplier for Award of Contract;</li> <li>ix. Supplier’s response (proposal) to the RFP, including the Bid Submission Sheet and the Price Bid submitted by the Supplier;</li> <li>x. Appendix A to J;</li> <li>xi. Acceptance of purchaser’s notification</li> </ul> <p>Xii RFP Document : <b>(Identification No. TW-IT/OT/06/2021-22)</b></p>
	1.1.2	<p><b>“Contract Price”</b> means the price payable to the IA as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p>
	1.1.3	<p><b>“Day”</b> means calendar day.</p>
	1.1.4	<p><b>“Delivery” means</b> the transfer/delivery of the completed services from the IA to the Purchaser in accordance with the terms and conditions set forth in the Contract.</p>

	1.1.5	<b>“Completion”</b> shall mean the completion of the Services by the IA in accordance with the terms and conditions set forth in the Contract.
	1.1.6	<b>“GCC”</b> mean the General Conditions of Contract.
	1.1.7	<b>“Goods” means</b> all hardware, software, networking equipment and/or other equipment accessories and materials that the Supplier is required to supply to the Purchaser under the Contract.
	1.1.8	<b>“Intellectual Property Rights” means</b> any patent copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
	1.1.9	<b>“Purchaser’s Country”</b> shall mean India.
	1.1.10	<b>“Purchaser”</b> means the entities purchasing the Goods and Related Services.
	1.1.11	<b>“Related Services”</b> means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.
	1.1.12	<b>“SCC”</b> means the Special Condition of Contract.
	1.1.13	<b>“Service Level Agreement” (SLA)</b> shall mean the Service Level Agreement entered into between the Purchaser and the Supplier.
	1.1.14	<b>“Subcontractor”</b> means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier, as per the provisions of Clauses 19 of the GCC.
	1.1.15	<b>“Supplier”</b> means the empanelled System Integrator (SI) whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
	1.1.16	<b>“The MoP”</b> is the Ministry of Power, Government of India.
	1.1.17	<b>“The Site,”</b> shall mean all identified locations within the State of Odisha, where the Supplier carries out any installation of Goods or is required to provide any Related Services. <b>“Websites”</b> means websites of the tender portal, website of the OPTCL as mentioned in RFP.
	1.1.18	<b>“OEM”</b> means the Original Equipment Manufacturer of any equipment / system / software / product that are providing such goods to the Purchaser under the scope of this Tender / Contract.

	1.1.19	<b>“Kick Off Meeting”</b> means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the Supplier.
	1.1.20	the term <b>“in writing”</b> means communicated in written form with proof of receipt
<b>1. Contract Documents</b>	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
<b>2. Corrupt Practices</b>	2.1	The Purchaser requires bidders, suppliers, and contractors to observe the highest standard of ethics during the execution of such contracts.
	2.1.1	The following definitions apply:
		“corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
		“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
		“collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the OPTCL, designed to influence the action of any party in a procurement process or the execution of a contract;
		“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
	2.1.2.	The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
	2.1.3	After the award of the contract if it is comes to the knowledge of the Utility that the Supplier has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, the Purchaser shall forthwith terminate the contract as per the provisions of GCC Clause 33.
<b>3. Interpretation</b>	3.1.	In this Contract unless a contrary intention is evident:
	A.	In case of any conflict with any provision relating to the TRS document and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes
	B.	the clause headings are for convenient reference only and do not form part of this Contract;
	C.	unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
	D.	unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause

		or section of this Contract including any amendments or modifications to the same from time to time;
	E.	a word in the singular includes the plural and a word in the plural includes the singular;
	F.	a word importing a gender includes any other gender;
	G.	a reference to a person includes a partnership and a body corporate;
	H.	a reference to legislation includes legislation repealing, replacing or amending that legislation;
	I.	where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings
	J.	In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.
	K.	Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable the Purchaser to determine that the products are equivalent to those named
	3.2.	Incoterms
		The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
	3.2.1.	EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.
	3.3.	Entire Agreement
		The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
	3.4.	Amendment
		No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
	3.5.	Waiver
	3.5.1.	Subject to GCC Sub-Clause 3.5.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that

		party under the Contract. Neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
	3.5.2.	The waiver by either party of a breach or default of any of the provisions of this contract by the other party shall not be interpreted as :
	A)	A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other party to exercise; or
	B)	A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other party.
	3.5.3.	Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
	3.6.	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 or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.
<b>4. Language</b>	4.1.	The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the English translation shall govern.
	4.2.	The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation. The Supplier shall be bound to the English translation and what has been stated therein.
<b>5. Consortium</b>	5.1.	No Consortium is allowed
<b>6. Notices</b>	6.1.	All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement Due. Or hand delivered with proof of it having been received.
	6.2.	If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.

	6.3.	All notices under this contract shall be sent to or delivered at the address as specified by the parties in the SCC.
	6.4.	A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
<b>7. Governing Law</b>	7.1.	The Contract shall be governed by and interpreted in accordance with the laws of the India. The High Court of Judicature at Cuttack and Courts subordinate to such High Courts shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.
	7.2.	In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union Of India. In this context, the expression 'Law' takes within its fold Statutory law, Judicial Decisional Law and Delegated Legislation as well
<b>8 Settlement of Disputes</b>	8.1.	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	8.2.	If the parties fail to resolve such a dispute (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
<b>9.Scope of Work</b>	9.1.	The Services to be supplied are specified in <a href="#">Appendix-I</a> . At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work.
	9.2.	Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the project implementation as if such items were expressly mentioned in the Contract.
<b>10. Delivery</b>	10.1.	Subject to GCC , the Delivery of the Services shall be in accordance with the Implementation Schedule specified in the <a href="#">Appendix- F</a> .
<b>11. IA's Responsibilities</b>	11.1	The IA shall supply all the Services included in the Scope of Work and <a href="#">Appendix-J</a> . in accordance with GCC

		Clause 9, and the Implementation Schedule, as per GCC Clause 10.
<b>12. Purchaser's Responsibilities</b>	12.1	Whenever the delivery of Services requires that the IA obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	12.2.	The Purchaser shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause
	12.3.	The Nodal Officer of OPTCL or any other person designated by the OPTCL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the IA.
	12.4.	The Nodal Officer of OPTCL or any other person designated by the OPTCL shall approve all such documents within 15 working days.
	12.5.	Purchaser may provide on IA's request, particulars/ information / or documentation that may be required by the IA for proper planning and execution of Scope of Work under this contract.
<b>13. Contract Price</b>	13.1.	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of Clause 13.2.
	13.2.	Prices charged by the IA for delivery of Services performed under the Contract shall not vary from the prices quoted by the IA in its bid, with the exception of any price adjustments authorized in the SCC.
<b>14. Terms of Payments</b>	14.1	The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order on account of change order will be submitted by the IA unless the said extra work /change order has been authorized/approved by the Purchaser in writing.
	14.2.	The IA's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Services performed and delivered, accompanied by the documents submitted pursuant to GCC Clause 10.
	14.3.	Payments shall be made promptly by the Purchaser, no later than forty five (45) days after submission of an invoice or request for payment by the IA supported by requisite documents complete in all respects, and the Purchaser has accepted it.
	14.4.	If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Supplier's invoice, the purchaser may without prejudice to its rights recover such amounts by other

		means after notifying the IA or deduct such excess payment from any payment subsequently falling due to the IA.
	14.5.	The currency in which payment shall be made to the supplier under this contract is Indian Rupees (INR).
<b>15. Taxes and Duties</b>	15.1.	The prices quoted by the supplier shall be inclusive of all duties/taxes/levies. Responsibility for including all applicable taxes/duties/levies in the proposal lie with the bidder and the utility shall not be responsible for any error/omission on the part of the bidder. Payment of taxes/duties/levies shall not be made separately.
	15.2.	IA shall be entirely responsible for all taxes, duties, entry tax, license fees, and other levies etc., incurred until delivery of the service to the Purchaser.
<b>16. Performance Security</b>	16.1	The Supplier shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
	16.2	The Purchaser shall at its sole discretion invoke the Performance Security and appropriate the amount secured thereunder, in the event that the Supplier commits any delay or default in Delivery of the Services or commits any other breach of the terms and conditions of the Contract.
	16.3.	The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.
	16.4.	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fifteen (15) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
<b>17. Intellectual Property</b>	17.1.	Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the IA solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The IA undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to



		effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the IA assigns those Intellectual Property Rights to Purchaser on creation.
	17.2.	The IA shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the IA, the same shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the IA solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
	17.3.	The IA shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the IA shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the IA or its personnel during the course of performance of the Related Services. In case of any infringement by the IA, the IA shall have sole control of the defense and all related settlement negotiations
	17.4.	Subject to sub-clauses 17.1 to 17.3, the IA shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the IA that existed before the effective date of the contract.
<b>18. Confidential Information</b>	18.1	Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the contract
	18.2.	After the entering of the contract the Purchaser and the IA shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished directly or indirectly by the other party hereto in connection with the Contract, whether such

		information has been furnished prior to, during or following completion or termination of the Contract.
	18.3.	The Purchaser shall not use such documents, data, and other information received from the IA for any purposes unrelated to the Contract. Similarly, the IA shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
	18.4.	The obligation of a party under GCC Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:
	18.4.1.	the Purchaser or IA need to share with the institutions participating in the financing of the Contract;
	18.4.2.	now or hereafter enters the public domain through no fault of that party;
	18.4.3.	can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
	18.4.4.	Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	18.5.	The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	18.6.	Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by it's employees, agents and sub-contractors.
	18.7.	The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.
<b>19. Subcontracting</b>	19.1.	Supplier shall not be permitted to sub-contract any part of its obligations under the Contract.
<b>20. Specifications and Standards</b>	20.1.	Technical Specifications and Drawings
	20.1.1.	The Supplier shall ensure that the Services comply with the technical requirement specifications and other provisions of the Contract.
	20.1.2.	The IA shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or

		designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
	20.1.3.	The Services supplied under this Contract shall conform to the standards mentioned in Section VI, Scope of Work and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of purchaser.
	20.2.	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section VI, Scope of Work. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 31.
<b>21. Inspections and Tests</b>	21.1	The IA shall at its own expense and at no cost to the Purchaser carry out all such tests to ensure that the Services are complying with the functional parameters, codes and standards specified in the Scope of Work, to the satisfaction of the Purchaser.
	21.2.	The Purchaser or its designated representative shall be entitled to attend the tests.
	21.3	Whenever the IA is ready to carry out any such test, it shall give a reasonable advance notice to the Purchaser.
	21.4	The Purchaser may require the IA to carry out any test to verify that the characteristics and performance of the Services comply with the technical specifications, codes and standards under the Contract.
	21.5	The IA shall provide the Purchaser with a report of the results of any such test.
	21.6	The Purchaser may reject any component of services or any part thereof that fail to pass any test or do not conform to the specifications. The IA shall either rectify such rejected Services or parts thereof to meet the specifications at no cost to the Purchaser, and shall repeat the test, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 24.4.
	21.7	The IA agrees that neither the execution of a test of the Services or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 24.6, shall release the IA from any warranties or other obligations under the Contract.
<b>22. Liquidated Damages &amp; Price Reduction</b>	22.1	Except as provided under GCC Clause 30, if the IA fails to deliver any or all of the services within the period specified in the contract, the purchaser may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the

		value of the services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such services.
	22.2.	In addition, the IA is liable to the Purchaser for payment price reduction as specified in the SLA.
	22.3.	If the services supplied do not meet the minimum specifications as per the Contract, and the same is not revised/modified by the IA to meet the requirements within 14 days of being informed by the Utility, the Utility shall be free to impose any price reduction as deemed fit. In addition, the OPTCL shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the Purchaser.
<b>23. Liability/ Indemnity</b>	23.1	The IA hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The IA agrees to indemnify the Purchaser and its officers, servants, agents ( <b>“Purchaser Indemnified Persons”</b> ) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
		(a) any negligence or wrongful act or omission by the IA or its agents or employees or any third party associated with IA in connection with or incidental to this Contract; or
		(b) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the delivered services or any part thereof.
	23.2	The IA shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
	23.3	Without limiting the generality of the provisions of this clause 27.1 and 27.2, the IA shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the IA in performing the IA’s

		obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Supplier shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the IA shall promptly make every reasonable effort to secure for the Purchaser a license, at no cost to the Purchaser, authorizing continued use of the infringing work. If the IA is unable to secure such license within a reasonable time, the IA shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.
		<b>Survival on Termination</b>
		The provisions of this Clause 27 shall survive Termination.
	23.4.	<b>Defense of Claims:</b>
	23.4.1.	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 27.1, 27.2, or 27.3 the Purchaser shall promptly give the IA a notice thereof, and the IA may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	23.4.2	If the IA fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf
	23.4.3.	The Purchaser shall, at the IA's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing
<b>24. Limitation of Liability</b>	24.1	Except in cases of gross negligence or willful misconduct :
	24.1.1.	neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the IA to pay liquidated damages to the Purchaser; and

	24.1.2.	The aggregate liability of the IA to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the IA to indemnify the Purchaser with respect to patent infringement.
<b>25. Change in Laws and Regulations</b>	25.1	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the IA has thereby been affected in the performance of any of its obligations under the Contract.
<b>26. Force Majeure</b>	26.1	The IA shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	26.2.	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the IA that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the IA. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	26.3.	If a Force Majeure situation arises, the IA shall promptly and no later than seven days from the first occurrence thereof, notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the IA shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event
	26.4.	The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the IA.
<b>27. Change Orders and Contract Amendments</b>	27.1.	The Purchaser may at any time order the IA through Notice in accordance GCC Clause 6, ("Change Order") to make changes within the general scope of the Contract in any one or more of the following:

	27.2.	If any such Change Order causes an increase or decrease in the cost of, or the time required for, the IA's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty- eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
	27.3.	No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
<b>28. Extensions of Time</b>	28.1	If at any time during performance of the Contract, the IA should encounter conditions impeding timely delivery of the Services pursuant to GCC Clause 10, the IA shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the IA's notice, the Purchaser shall evaluate the situation and may at its discretion extend the IA's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
	28.2.	Except in case of Force Majeure, as provided under GCC Clause 26 or where the delay in delivery of the Services is caused due to any delay or default of the Purchaser, any extension granted under clause 28.1 shall not absolve the Supplier from its liability to the pay of liquidated damages pursuant to GCC Clause 22.
<b>29. Termination</b>	29.1.	Termination for Default
	29.1.1.	The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, terminate the Contract in whole or in part:
		(i) if the IA fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32; or
		(ii) if the IA, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or
		(iii) Any representation made by the bidder in the proposal is found to be false or misleading
		(iv) if the Supplier commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.
	(v) as specified in the SLA	

	29.1.2.	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 29.1.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the IA shall be liable to the Purchaser for any additional costs for such similar services. However, the IA shall continue performance of the Contract to the extent not terminated.
	29.2.	Termination for Insolvency
		The Purchaser may at any time terminate the Contract by giving Notice to the IA if the IA becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the IA, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
	29.3	Termination for Convenience
	29.3.1.	The Purchaser, by Notice sent to the IA, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the IA under the Contract is terminated, and the date upon which such termination becomes effective.
	29.4	<b>Consequences of Termination</b>
		Upon Termination of the Contract, the Supplier shall:
		(i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the OPTCL ("Exit Plan").
		(ii) The OPTCL will review the Exit plan. If approved, IA shall start working on the same immediately. If the plan is rejected, IA shall prepare alternate plan within two calendar days. If the second plan is also rejected, OPTCL or the authorized person will provide a plan for IA and it should be adhered by in totality.
		(iii) The Exit Plan should cover at least the following :-
		a. Execute all documents that may be necessary to effectively transfer the ownership and title;
		b. Handover all developed codes, related documentation and other Configurable Items, if any in his possession;
		c. Handover the list of all IT Assets, passwords at all locations to the Purchaser.
		(iv) The IA and OPTCL will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.



<b>30. Assignment</b>	30.1.	The IA shall not assign, in whole or in part, their obligations under this Contract.
<b>31. Disclaimer</b>	31.1.	Purchaser reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to procure expert opinion.
	31.2.	Purchaser reserves the right to accept any proposal deemed to be in the best interest of the OPTCL.
<b>32. Public Disclosure</b>	32.1	All service deliverable provided to the Purchaser by IA are subject to Country and ODISHA public disclosure laws such as RTI etc.
	32.2.	The IA's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the IA its written consent.
<b>33. SLA Audit</b>	33.1.	A designated team / person from OPTCL will review the performance of IA against the SLA. The review / audit report will form basis of any action relating to imposing penalty on or breach of contract of the IA.
<b>34. Adherence to safety procedures, rules regulations and restriction</b>	34.1	IA shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and IA's team shall abide by these laws.
	34.2.	Access to the Datacenter Sites and Purchaser's locations shall be strictly restricted. No access to any person except the essential personnel belonging to the IA who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by the Purchaser shall be allowed entry to the Datacenter Sites and some Purchaser's locations. Even if allowed, access shall be restricted to the pertaining work of the Purchaser only. The IA shall maintain a log of all activities carried out by each of its personnel.
	34.3	The IA shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. IA's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.
	34.4.	The IA shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal situation and shall take all necessary emergency control steps to avoid such abnormal situations.
	34.5	The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 23.

<b>35. Non-Solicitation of Staff</b>	35.1	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination
<b>36. Survival</b>	36.1.	The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.

## Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract

(GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC (1.1.9)</b>	The Purchaser's country is: The Union Of India
<b>GCC (1.1.10)</b>	The Purchaser/owner is: ODISHA POWER TRANSMISSION CORPORATION LIMITED <a href="http://www.optcl.co.in">www.optcl.co.in</a> email-( tender.erp@optcl.co.in)
<b>GCC (1.1.1.b)</b>	The web-site is: <a href="http://www.optcl.co.in">www.optcl.co.in</a> . The details regarding the RFP process shall be available on the same. The eligible bidders should visit the website time to time and get the status updates. All details uploaded on the website time to time shall be deemed to have been provided to all the bidders.  Also Bidders are requested to visit OPTCL's e-Tendering portal ( <a href="http://www.tenderwizard.com/optcl">www.tenderwizard.com/optcl</a> ) for any update during the tendering process
<b>GCC (3.2)</b>	The version of Incoterms shall be: Incoterms 2000
<b>GCC (4.1)</b>	The language shall be: English
<b>GCC (5.1)</b>	No Consortium is allowed
<b>GCC (6.1)</b>	<b>For notices</b> , the Purchaser's contact details shall be: ODISHA POWER TRANSMISSION CORPORATION LIMITED <a href="http://www.optcl.co.in">www.optcl.co.in</a> email-( tender.erp@optcl.co.in)  <b>IT Department, 3<sup>rd</sup> Floor, OPTCL Corporate Building Janpath, Bhubaneswar, PIN: 751022.</b>  Email: tender.erp@optcl.co.in
<b>GCC (7.1)</b>	The governing law shall be: Laws applicable in exclusive jurisdiction of The High Court Of Judicature at Bhubaneswar, Odisha, India and all courts subordinate to its exclusive jurisdiction.
<b>GCC (8.2)</b>	The formal mechanism for the resolution of disputes shall be:  If the parties fail to resolve such a dispute or difference by mutual consultation within <b>twenty-eight (28) days</b> from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed) :  a. The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996. The Arbitral Tribunal shall consist of 3 (Three) Arbitrators. Each Party shall

	<p>nominate an Arbitrator and the two nominated Arbitrators shall mutually agree and nominate a third Presiding Arbitrator.</p> <p>b. The Arbitrators shall necessarily be retired High Court Judges and the umpire shall be a retired Chief Justice.</p> <p>c. The place for arbitration shall be Bhubaneswar</p>
<b>GCC (13.2)</b>	<p>The prices shall be FIRM :</p> <p>Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of supply or non-performance / non-fulfillment of any condition of any exemption considered by the vendor at the time of proposal, shall be considered for price adjustments.</p> <p>The OPTCL reserves the right to increase or decrease the number of number of OPTCL's/SLDC's offices across Odisha, number of user base under the contract subject to the limit of 30% of contract price. It is clarified that this increase or decrease of 30% shall not entitle either party to claim revision of the unit price of the goods supplied.</p> <p>In case of services where lump-sum prices are quoted, the increase or decrease of 30% of the number of OPTCL's/SLDC's offices across Odisha, number of user base shall be subject to mutual negotiations.</p>
<b>GCC (14.1)</b>	<p><b><u>General terms and conditions of Payment Schedule</u></b></p> <ol style="list-style-type: none"> <li>1) All payments shall be made by the Purchaser in favour of the IA (Implementation Agency)</li> <li>2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. The SLAs will govern the penalty and reductions from payments for inferior deliverables.</li> <li>3) IA should obtain completion certificate for each project area from the OPTCL and raise an invoice against the same.</li> <li>4) Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice. IA needs to ensure completion of all works for a project area before submitting the invoice. This includes configuration, development/customization, implementation and roll-out. In addition others activities like integration of identified legacy systems etc. shall also be completed. Payments shall be made only after the entire scope of work for a project site under the contract is completed. In case even part of the work is payment shall not be made.</li> <li>7) In case go-live of any project area is delayed, the entire cost and/or time over-run shall be the responsibility of the IA and shall be borne by him only.</li> <li>8) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by</li> </ol>

	<p>IA is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</p> <p>9) All payments for Support and Maintenance (AMC) shall only be made after submission of the required deliverables which shall be submitted by the IA along with the invoices and acceptance of the same by the Purchaser.</p> <p>10) Payment Terms for IA for use by OPTCL are subject to change with respect to state of affairs and basing necessary approval of competitive authority.</p> <p><b><u>Refer "Payment Terms" for detailed payment terms for IA</u></b></p>
<b>GCC (14.5)</b>	The currencies for payments shall be in Indian Rupees (INR).
<b>GCC (16.1)</b>	The Supplier shall provide Performance Security of three (3) percent of the total Contract Price. The currency and amount of Performance Security shall be specified at the time of awarding the contract to successful bidder.
<b>GCC (16.3)</b>	The Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank as notified by Reserve Bank of India.

### Payment Terms for IA for use by OPTCL

The fee amount will be equal to the amount specified in **Format for Tender Response – Price Bid**. Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

SI No	Description of Work	Timeline	Percentage of payment
1.	<p><b>Project Inception</b></p> <p>This involves the following activities but not limited to:</p> <ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Resource Planning &amp; deployment</li> <li>• Project Kick-off Meeting</li> <li>• Project Charter</li> <li>• SAP-ERP Overview Training</li> </ul>	Within 2 weeks from the date of award of Contract.	<p>10% of the total Project Implementation cost excluding CAMC (support service for 3 years)</p> <p>Payable against Bank Guarantee for an amount equal to 10% of the Contract value on or before 10 days of signing of Contract</p>
2.	<p><b>Acceptance and Signoff of Business Blue Print document</b></p> <p>This involves the following activities but not limited to:</p> <ul style="list-style-type: none"> <li>• Finalization of As-is, To-be study and gap analysis</li> <li>• Technical &amp; Functional Training from SAP certified IA trainers to core IT team of OPTCL</li> <li>• Business Solution design / blueprint</li> </ul>	8 weeks from the date of award of Contract.	5% of the total Project Implementation cost excluding CAMC will be released after the acceptance of the following deliverables Final Business Blueprint Signoff
3.	<p><b>Configuration &amp; customization and development</b> of all the requirements finalized in business blueprint document with respect to all functional areas. This involves the following activities:</p> <ul style="list-style-type: none"> <li>i. Installation of the SAP ERP software in all the Development, Quality and Production Systems.</li> <li>ii. Mapping of business processes into ERP system &amp; ERP system configuration &amp; feeding of sample data.</li> <li>iii. Integration with legacy Systems.</li> <li>iv. Data Migration</li> <li>v. Unit and Integration Testing</li> <li>vi. Quality Assurance</li> <li>vii. User Acceptance Testing</li> </ul>	8 weeks from the date of acceptance and signoff of the Business Blue Print.	30% of payment will be released after Pilot Go-Live and acceptance of the deliverables.

Sl No	Description of Work	Timeline	Percentage of payment
	viii. Technical Training on ABAP, BASIS, FIORI and ERP System Administration, etc to core IT team of OPTCL ix. Configured ERP solution (including configuration aspects) & Module-wise training for Core Team Members (CTMs) and Core IT Teams x. <b>Pilot Go Live</b> including minimum SLDC & OPTCL Head Quarters and OPTCL Field Office which shall include minimum Two Zones, Two Circles (in different zones) covering min two Divisions, Sub Divisions, Stores from each Circle.		
4.	<p><b>End user SAP-ERP Training: SAP-ERP</b> end user training, conducting change management sessions to the CTMs, Core IT team and all end users of OPTCL &amp; SLDC and submission of user manuals and all other training deliverables.</p> <p>The entire training should be completed as per the detailed scope of work for training provided in the tender document.</p> <p><b>Migration:</b> Master Data, Cut over data and legacy data uploads to new system</p>	2 weeks from successful Pilot Go Live.	10% of payment will be released after successful completion of all the training and acceptance of all the deliverables.
5.	<p><b>Enterprise Go Live</b> of the SAP-ERP System in a phased manner for OPTCL and SLDC (all locations of OPTCL, SLDC &amp; Field offices): Module wise sign-off and complete roll-out at all locations of OPTCL and SLDC including all integration activities.</p>	8 weeks from successful pilot Go Live.	30% of payment will be released after successful completion of work and acceptance of all the deliverables.
6.	<p><b>Stabilization &amp; Project Sign off</b> -Final hand-holding support phase (Issue resolution &amp; de- bugging) &amp; Project Sign off after successful completion of Stabilization Period</p>	6 months / 48 weeks after Enterprise Go Live	15% of payment will be released after Project Sign-off i.e. after successful completion of stabilization period.

Sl No	Description of Work	Timeline	Percentage of payment
7.	<b>Support Period:</b> On site and off site support should be provided post Project Sign-off for a period of 3 years (36 months).	Support period (36 months after Project Sign-off)	Payment will be released for every quarter after submission of invoice along with the report for the progress of work done for the quarter and approval of the same by OPTCL/SLDC

- All Payments shall be made in Indian Rupees Only.
- All tax invoices in the manner prescribed in GST Law will be raised by the IA as per the payment terms. The invoices will become due for payment within forty five (45) working days after the date of receipt. The IA will also have the right to withhold provision of Services in case of continued non-payment of invoices within the stipulated time mentioned above.
- Any change in the rates of taxes, duties and/or any new levies during the stipulated contract period for different activities will be reimbursed to the IA by OPTCL against the documentary evidences on the basis of actual rates prevailing at that point of time. Each party shall be responsible for its own income taxes, corporate taxes and franchise taxes.

The Price bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all applicable taxes and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately in Price Bid Format. However, should there be a change in the applicable taxes till the date of delivery of products/ services any downward revision shall be passed on to Tendering authority.

### BANK GUARANTEES

#### **I. Inception Payment Bank Guarantee (IBG):**

**10 % of Part-Project Cost** towards **Inception Payment** shall be released by purchaser on presentation of the following:

- Unconditional acceptance of the Letter of Award and signing of contract agreement by the IA.
- Establishment of site office and certification by project manager that satisfactory mobilization for project work exists.
- Detailed PERT Network/GANTT chart and its approval by the Purchaser.
- Submission and acceptance of unconditional & irrevocable Bank Guarantees for the equivalent amount from a scheduled bank having a branch in Bhubaneswar in the prescribed format in favor of Purchaser valid up to end of ninety (90) days beyond the scheduled month of project completion which shall be extended from time to time till ninety (90) days beyond revised scheduled month of project completion, as may be required under the Contract.
- Submission of detailed invoice for Inception payment.



**Note:**

*The Inception Payment bank Guarantee shall be discharged after project sign-off. The Inception Payment bank guarantee can be reduced on two occasions. First reduction shall be on completion of 50% work (financial progress) and second reduction shall be on completion of 75% work (financial progress). The Inception Payment BG shall be proportionately reduced to 50% and 25% value respectively of initial advance BG.*

## **II. Contract Performance Bank Guarantee (CPBG):**

An unconditional & irrevocable CPBG issued by a scheduled bank having a branch in Bhubaneswar in the prescribed format for three percent (3%) of the total Contract price towards faithful performance of the contract shall be submitted in accordance with the provisions of GCC. The said bank guarantee shall be initially valid up to ninety (90) days after expiry of 38 Weeks of Project Implementation period and shall be extended from time to time till ninety (90) days beyond successful completion of Project Implementation period.

## **III. Annual Maintenance Performance Bank Guarantee (AMC- PBG):**

An additional AMC-Performance Bank Guarantee (AMC -PBG) issued by a scheduled bank having a branch in Bhubaneswar in the prescribed format equal to 3% of the total AMC value/value towards 3 year support service starting from beginning of CAMC period is required to be submitted 3 months before expiry of project implementation period by the bidder and shall be extended from time to time till ninety (90) days beyond successful completion of CAMC period, as may be required under the Contract. AMC-PBG may be initially submitted for 2 years plus 90 days and extended thereafter annually provided that the extension of BG should be communicated one month prior to the expiry of previous BG.

### PAYMENT TERM TOWARDS THE 3 YEAR SUPPORT & MAINTENANCE (AMC)

The payment towards all the 3 year support & maintenance (AMC) shall be paid on Quarterly basis on successful service delivery for the respective services as mentioned above against the submission of the following documents

1. Submission of Tax invoice in terms of GST Rules, as applicable under GST Law in triplicate.
2. SLA compliance certificate complying the SLA term and condition and satisfying the desired SLA Uptime (as the case may be) duly verified and signed by the competent authority from the purchaser side.
3. Satisfactory Performance certificate from the competent authority from the purchaser side.

The validity of the respective PBGs shall be verified and established before releasing the Quarterly Payment.

### **Note:**

- 1) All payments shall be made by the Purchaser in favour of the IA.
- 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. The SLAs will govern the penalty

and reductions from payments for inferior deliverables.

- 3) Implementation Agency should obtain completion certificate for each project milestone from the OPTCL and raise an invoice against the same.
- 4) Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice.
- 5) In case go-live is delayed, the entire cost and/or time over-run shall be the responsibility of the Supplier and shall be borne by him only unless otherwise it is not attributable to them.
- 6) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
- 7) Invoices towards the 3 year support service (annual maintenance) after the project implementation period shall be raised by the IA on CGM (IT), OPTCL.
- 8) All payments towards the 3 year support & maintenance (annual maintenance) shall only be made after submission of the Audit reports (in original) in compliance with SLA, wherever applicable by the IA along with the invoices and acceptance of the same by the Purchaser.
- 9) The currencies for payments shall be in Indian Rupees (INR)

## Section IX. Contract Forms

### Form 2 - AGREEMENT

#### Agreement

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Purchaser") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and of (hereinafter called "the Supplier") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Goods and related Services, viz, \_\_\_\_\_ (eg. Name of bid) vide their document number \_\_\_\_\_, date AND WHEREAS various applications were received pursuant to the said bid AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of \_\_\_\_\_ (hereinafter "the Contract Price"). And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) the Detailed award of contract;
  - b) the Service level agreement;
  - c) instructions to Bidders
  - d) the Special Conditions of Contract;
  - e) the General Conditions of Contract;
  - f) the FRS/TRS document
  - g) The Scope of Work.
  - h) the Technical Specifications
  - i) the Purchaser's Notification to the Supplier for Award of Contract;
  - j) vendor's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Bid submitted by the Supplier;
  - k) Appendices;
  - l) Acceptance of purchaser's notification

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to



provide the Goods and Related Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_ on the day, month and year indicated above.

Signed by : \_\_\_\_\_ (Authorized Utility official)

Signed by: \_\_\_\_\_ (for the Supplier)

Witness -1: \_\_\_\_\_

Witness -2: \_\_\_\_\_



Form 3 - PERFORMANCE SECURITY

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)**

**(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)**

**Ref No:** .....

**Bank Guarantee No.** .....

**Date:** .....

**BG Amount:** .....

**Validity Period:** .....

This Guarantee Bond is executed this..... day of ..... by us the..... Bank at ..... , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION LIMITED, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of ..... work under Package No..... (herein after called “the Agreement”) to M/s. / Sri. .... , Address..... (herein after called the “Contractor”) for .....<project Name> under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 3% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. \_\_\_\_\_ dated \_\_\_\_\_ for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only, we the bank \_\_\_\_\_ [Indicate bank Name , Address & Code ] (hereinafter referred to as “the Bank”) at the request of M/s. / Sri. \_\_\_\_\_ contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only .
2. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees----- in Words).
3. We, the ..... Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present



being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of \_\_\_\_ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before ..... (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the contractor(s).

7. We, the \_\_\_\_\_ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

**“Notwithstanding anything contained herein”**

a) Our liability under the bank guarantee shall not exceed Rs. ----- (Rupees in words-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar**<Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before .....,



The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_ [Indicate name of Bank]

Signature.....  
Full Name.....  
Designation.....  
Power Of Attorney.....  
Dated.....  
Seal of the Bank.....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor: .....
2. BG No & Date: .....
3. Amount (In Rs.): .....
4. Validity up to: .....
5. LOA No.....
6. Package No.....
7. Name, Address & Code of Issuing Bank: .....
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank: .....

The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

**Format for SFMS details**

**(The Unique Identifier for field 7037 is "OPTCL541405793")**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

Note:

1. Bidder shall furnish single CPBG for the contract for this project.
2. Strikeout the portion which are not required.





Form 8 – BANK GUARANTEE FOR INCEPTION PAYMENT

**PROFORMA OF BANK GUARANTEE FOR INCEPTION PAYMENT (IBG)**

**(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)**

**Ref No:** .....

**Bank Guarantee No.** .....

**Date:** .....

**BG Amount:** .....

**Validity Period:** .....

This Guarantee Bond is executed this..... day of ..... by us the..... Bank at ..... , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION LIMITED, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of ..... work under Package No..... (herein after called “the Agreement”) to M/s. / Sri. .... , Address..... (herein after called the “Contractor”) for .....<project Name> under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Inception BG of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. \_\_\_\_\_ dated \_\_\_\_\_ for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only, we the bank \_\_\_\_\_ [Indicate bank Name , Address & Code ] (hereinafter referred to as “the Bank”) at the request of M/s. / Sri. \_\_\_\_\_ contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only .
2. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees----- in Words).
3. We, the ..... Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present



being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of \_\_\_\_ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before ..... (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the contractor(s).

7. We, the \_\_\_\_\_ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

**“Notwithstanding anything contained herein”**

a) Our liability under the bank guarantee shall not exceed Rs. ----- (Rupees in words-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar**<Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before .....,



The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_ [Indicate name of Bank]

Signature.....  
Full Name.....  
Designation.....  
Power Of Attorney.....  
Dated.....  
Seal of the Bank.....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

- 9. Name of the Contractor: .....
- 10. BG No & Date: .....
- 11. Amount (In Rs.): .....
- 12. Validity up to: .....
- 13. LOA No.....
- 14. Package No.....
- 15. Name, Address & Code of Issuing Bank: .....
- 16. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank: .....

The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

**Format for SFMS details**

**(The Unique Identifier for field 7037 is "OPTCL541405793")**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

Note:

1. Bidder shall furnish single IBG for the contract towards the inception payment
2. Strikeout the portion which are not required.

## Section X Exit Management

### 1.1 Purpose

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement.
- b. In the case of termination of the Agreement, other than on expiry of the term of the contract, the IA shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c. The IA shall ensure that their associated entities carry out their respective obligations set out in this Exit Management Schedule.

### 1.2 Transfer of Assets

- a. The Purchaser shall be entitled to serve notice in writing on the Implementation Agency at any time after termination/expiry of the contract and during the exit management period not exceeding 6 months from the date of termination/expiry of the contract requiring the Implementation Agency to provide to Purchaser/replacement IA as authorized by Purchaser with a complete, up to date and working Project Assets (source code/customization detail/configuration detail/middleware detail/integration tools, etc.) under their possession within 30 days of such notice.
- b. SI shall handover the peaceful possession of Project Assets (source code/customization detail/configuration detail/middleware detail/integration tools, etc.) in good and working condition to the Purchaser/replacement IA as authorized by Purchaser within 30 days of the date of serving of notice under clause 1.2 (a) above.
- c. The IA shall provide all such information available with it during the contract execution or during the support service as may reasonably be necessary within a reasonable period not exceeding 30 days of the date of serving of notice under clause 1.2 (a) above to effect seamless handover of assets as practicable in the circumstances to Purchaser or its nominated agencies or its replacement IA.
- d. For the purposes of this schedule anything under this contract in the possession and control of any third party associated with IA is deemed to be in the possession or control of the IA.
- e. In case of Agreement/Contract being terminated by Purchaser, Purchaser reserves the right to ask IA to continue running the project operations for a period of 6 months after termination orders are issued.
- f. Upon service of a notice under this Article the following provisions shall apply:
  - I. All risks in and title to the Project Assets to be handed over/transferred by the IA to the Purchaser/replacement IA as authorized by Purchaser pursuant to this Article shall be transferred to Purchaser/replacement SI as authorized by Purchaser, on the last day of the exit management period.
  - II. The outgoing IA will pass on to Purchaser and/or to the Replacement IA, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Purchaser/ Replacement IA, than that enjoyed by the outgoing IA.

### **1.3 Cooperation and Provision of Information**

#### **1.3.1 during the exit management period:**

- a. The System Integrator will allow the Purchaser access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;
- b. Promptly on request by the Purchaser, the IA shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement relating to any material aspect of the services, whether provided by the IA or their third party associates, if any, in case may be. The Purchaser shall be entitled to a copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The IA shall permit the Purchaser and/or any Replacement IA to have reasonable access to its employees and facilities as reasonably required by the Purchaser to understand the methods of delivery of the services employed by the System Integrator and to assist appropriate knowledge transfer.
- c. The provisions under GCC Clause 17 regarding Intellectual property rights shall apply to Mutatis mutandis during the exit management period

#### **1.4 Confidential Information, Security and Data**

- a. The System Integrator will promptly on the commencement of the exit management period supply to the Purchaser the following:
    - I. Information relating to the current services rendered and performance data relating to the performance of IA in relation to the services;
    - II. Documentation relating to Project's Intellectual Property Rights;
    - III. Project Data and Confidential Information;
    - IV. All current and updated project data as is reasonably required for purposes of project or its nominated agencies transitioning the services to its Replacement IA in a readily available format specified by the Purchaser;
    - V. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable project or its nominated agencies to carry out due diligence in order to transition the provision of the Services to project or its nominated agencies, or its Replacement IA (as the case may be).
  - b. Before the expiry of the exit management period, the IA shall deliver to the Purchaser all new or up-dated materials and shall not retain any copies thereof.
  - c. Before the expiry of the exit management period, unless otherwise provided under the Agreement/Contract, the Purchaser shall deliver to the IA all forms of IA confidential information, which is in its or its nominees or its users' possession or control
  - d. The provisions under GCC Clause 18 regarding Confidential Information shall apply to Mutatis mutandis during the exit management period
-

## 1.5 Employees

- a. Promptly on reasonable request at any time during the exit management period, the IA shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser a list of all employees (with job titles) of the IA dedicated to providing the services at the commencement of the exit management period;
- b. To the extent that any transfer regulation does not apply to any employee of the IA, Purchaser, or its Replacement IA may make an offer of employment or agreement for services to such employee of the IA and the IA shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Purchaser or any Replacement IA.
- c. Purchaser or Replacement IA designated by it shall retain the right for hiring a minimum of 5 key personnel of the outgoing IA spearheading the project, as identified by Purchaser, so as to provide for continuity. IA is required to incorporate suitable provisions in the appointment orders issued to its personnel.

## 1.6 Transfer of certain Agreements

On request by the Purchaser for the carrying out of replacement services by the Purchaser or its Replacement IA, the IA shall effect such assignments, transfers, licenses and sub-licenses as the Purchaser may require in favor of the Purchaser, or its Replacement SI in relation to any equipment, lease, maintenance or service provision agreements between SI and third party lessors, vendors, etc. which are related to such services and reasonably necessary.

## 1.7 General Obligations of the System Integrator

- a. The IA shall provide all such information as may reasonably be necessary to effect a seamless handover as practicable in the circumstances to the Purchaser or its nominated agencies and which the IA has in its possession or control at any time during the exit management period.
- c. The System Integrator shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

## 1.8 Exit Management Plan

- a. An Exit Management plan shall be furnished by IA in writing to the Purchaser or its nominated agencies within 90 days from the Effective Date of this Agreement/Contract, which shall deal with at least the following aspects of exit management in relation to the Agreement/Contract as a whole, Project Implementation, the SLA, and the annual maintenance of the hardware and facility management.
  - I. A detailed program of the transfer process that could be used in conjunction with a Replacement IA including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - II. Plans for the communication with such of the IA 's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;

- III. Plans for provision of contingent support to Purchaser and Replacement IA for a reasonable period after transfer.
- b. The IA shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
  - c. Each Exit Management Plan shall be presented by the IA to and approved by the Purchaser or its nominated agencies.
  - d. The amount quoted by the IA against this tender shall be deemed to include the cost for exit plan and no additional payment on this account shall be entertained.
  - e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the IA complying with its obligations under this Schedule.
  - f. During the exit management period, the IA shall use its best efforts to deliver the services.
  - g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
  - h. Additional scope of works during the contractual period and over the contractual period will be intimated during due course of project period.



## Appendix A- Functional Requirement Specifications (FRS)

### Preface:

Odisha Power Transmission Corporation Limited (OPTCL), a Govt. of Odisha undertaking is entrusted with the responsibility of power transmission at EHT voltage levels across the State of Odisha. In addition, the Company plans and establishes EHT power lines and substations thereof in order to meet the growing energy needs of the State. The Odisha's EHT GRID operates under the overall coordination with ERLDC (Eastern Region Load Dispatch Centre, Kolkata). Telecommunication, Finance, H.R., I.T and Law are the supporting functions of the Company. EHT Operation and maintenance, Construction of EHT Sub Stations and Lines, EHT (Stores) and Telecommunication are line functions, with offices spread all over the State. In the line hierarchy, divisional offices and above function as the Drawing & Disbursing Offices and can be regarded as **Cost Centers**. Sub-divisional and Sectional offices perform operations under the respective divisional offices. Grid Corporation of Odisha Ltd., Govt. of Odisha undertaking, a sister concern of OPTCL is entrusted with the function of power trading. This entity has power purchase agreements with generators. It supplies power to distribution companies and trades the surplus power as per the guide lines / stipulation stated by the Regulatory. **Business intelligence tools are important provisions, the organization looks for along with ERP.**

Load Dispatch and Grid Operation functions are accomplished by State Load Dispatch Centre of OPTCL. This organization is equipped with SCADA system and the online GRID data gathered in SCADA system shall have to be accessed by ERP and provide MIS support.

The ERP system shall have seamless interfaces for integrating with GIS, e-Tendering, other in-house developed applications and any 3rd Party applications as per the requirement of OPTCL, needs to be implemented with the ERP solutions.

### Broad Requirements

OPTCL is embarking on the installation of a comprehensive, integrated software system, to address the needs of all its major functions. This system will integrate all the requirements of the organization, from the core functions, to communication needs such as email, to security needs, to collaboration needs, to interfacing with external business partners. At the core of this is a software system to cater to the main business processes of the Corporations. The Corporation is inviting tenders for the deployment of an integrated advanced ERP solution for the main portions of the application (detailed below).

A Software Requirements Specification (SRS) is to be first prepared. The chosen vendor will have to make a detailed study of the organizations by going through the existing ERP solutions (Oracle EBS 12.1.2), other applications, available documents and by interviewing employees to prepare the SRS. The SRS will include a gap analysis indicating the gaps between the requirements and what the package software provides by default. Based on this SRS and gap analysis, the requirements have to be implemented on one of the packages SAP. Other tasks will include testing, data migration, data entry, and training.

*The Components of the System to be Implemented and Maintained*

Various Components of the OPTCL Software System (as given below) gives the details of the system, i.e., functional scope of all the sub-systems, to be implemented. The [Annexure-H](#) lists the main components of the system and the estimated number of licenses to be used for each component. Bidders will therefore have to quote for the implementation of the complete ERP solutions assuming the licenses mentioned in [Annexure-H](#).

All the ERP licenses to be supplied by OPTCL to the vendor for this project, shall be fully implemented and utilized. OPTCL shall exercise extent of AUTHORIZATION to be allowed to individual users. The users may be conveniently grouped by the OPTCL to exercise TRANSACTIONS on ERP System or takeout reports/views from different Sub Systems of the ERP or avail MIS/DSS support from ERP or such other appropriate classification

Report Generation: A number of reports will have to be created. The exact number and format of the reports will be determined by the vendor during the SRS stage.

Statutory reports include those dictated by the Companies Act, by the Income Tax Act, by the CAG's requirements of Accounting format, Odisha Electricity Regulatory Commission and by the State Legislature. Internal Reports are items like expenditure sanctions, purchase orders, Energy Billing, leave and other orders, maintenance reports, Projects Monitoring etc.

### **Tasks:**

- a. Preparation of a Systems Requirements Specification (SRS) document based on a study of the processes of the organization. The SRS should be prepared using industry standard practices based on models such as Use Cases. The actual methodology to be used is to be given in detail. For a SRS centered around Use Cases, the following must be included (in case a vendor wishes to propose an alternative technology, all details must be provided in the bid, and steps equivalent to those outlined below must be given. It is not acceptable to have a solution where there is no SRS preparation and the activity is combined with the gap analysis exercise). It is to be understood that the SRS is not for a bespoke implementation, but as a first step to understand the existing business processes, and to provide specific inputs to the gap analysis. Since the SRS will be based on end-user inputs, its preparation will help speed up the implementation:
  - i) High Level Description of the business processes with categorisation.
  - ii) Use Cases (both business and system use cases), with use case diagrams, templates, and other standard techniques.
  - iii) Non-functional requirements (other than those listed below)
  - iv) Format of all input screens (the required fields need to be identified);
  - v) Formats of all Reports
  - vi) Security Architecture Specifications.
  - vii) Hardware and networking requirements, including specifications of equipment, sizing, etc. Inputs provided here will correlate with the performance guarantees to be provided by the implementation.
  - viii) Platform software requirements i.e. system software, development platform(s), database(s), etc.
  - ix) Estimate of the man-months required for the rest of the project. (If this estimate is not adequately justified, and is thus not to the satisfaction of the Purchaser, the Purchaser reserves the right to terminate the contract at this stage and to continue the project with the next bidder in the merit list).

- b. Acceptance of the SRS. This document shall form the basis of creation the gap analysis document and so its completeness will be important to ensure that there are no misunderstandings at the end of the implementation.
- c. Submission of Gap Analysis Document detailing for each Use Case in the SRS, gaps between the Use Case and the default features of the Application Package. Also to be included is a “Business Mapping Report”. This may be a separate report or it may be part of the Gap Analysis document. What is required is that, for each gap, the proposed solution is to be given. While this will typically include configuration information or identification of programs to be written, it may also include suggested changes in business processes for cases where the Application Package cannot be configured to meet the existing processes.
- d. Acceptance of the Gap Analysis Document after mutual discussion. This will identify the implementation goals and will form the basis for issuing completion certificates and concomitant payments.
- e. Implementation of SAP Modules as per the gap analysis document.
- f. Testing
- g. Migration of Data available in current software systems.
- h. Entry of data where not available electronically.
- i. Training – The following set of training modules will have to be imparted:
  - 1. Pre-implementation training is to be given for all concerned so that the SRS preparation takes into account the ERP package to be used.
  - 2. User level training: separate training sessions will have to be conducted for different software modules for the concerned set of users in each case.
  - 3. Administrators’ training: this will include training for BASIS/ABAP/other programming, configuration, installation, back-up, and all other required Applications DBA training.

In order to save time, configuration work should start as early as possible, particularly where the issues are clear. So, items b) and c) should be composed of a number of sub-tasks, completion of each of which will allow the corresponding work in e) to be taken up.

## VARIOUS COMPONENTS OF THE OPTCL SOFTWARE SYSTEM

OPTCL is interested to have ERP system developed and operational at the earliest possible time. The functional requirements in a broader view of the organization is present below.

### OPTCL

The main responsibility of OPTCL is transmission/wheeling of power through EHT lines. It has several departments distributed across the state of Odisha. The ERP system to be developed should take care of the needs of these departments and have the broad and brief department-wise functionalities as detailed below.

#### A. DEPARTMENT: CONSTRUCTION WING

Power Transmission being the core activity of OPTCL, this Dept. plays a vital role. The Dept. is headed by one Chief Engineer and the activities are managed by Circle Heads (G.M.), Divisional Heads (DGM) apart from other technical & non-technical executives & staff. The Dept. basically takes up the construction projects for EHT Grid Sub-stations and Extra High Tension Power lines. These transmission power lines transmit power from State owned power stations, share power from Central power, and Captive Power Plants (CPPs) located within the State through point to point 440 KV, 220 KV lines and 132 KV lines.

The Dept. takes up construction projects based on the following requirement/criteria.

- 1) New power requirement/demand specified by DISCOMs.
- 2) Requirement from O&M Dept. of OPTCL.
- 3) As per the budget approved by the Board of Directors.
- 4) Approved by OERC/CEA

For this they interact with O&M Dept. for handing over a completed project, input for taking up new Projects. They interact with Central Procurement Cell and Stores Dept. at the time of construction of a new project other than turnkey project. They execute all these works with guidelines/help from Finance Dept., interacting with HR Dept. for manpower allocation and state Forest Dept. for Forest clearance. Starting from inception, execution, monitoring and till the completion of the project they also interact with State Load Dispatch Centre (SLDC) and OERC.

#### SAP-ERP REQUIREMENTS

The ERP system should provide support for all stages of a construction project. This includes:

- In-principle approval
- Detailed estimation
- Administrative Approval
- Detailed Project Report
- Project Funding
- Land Acquisition
- Procurement Activities
- Tendering
- Issue of LOA
- Approval of Project Schedule

- Drawing Approval
- Support for maintaining records for: measurements, delay registers, hindrance registers and other statutory registers
- BDS Freezing
- Supply of Materials
- Erection Activities
- Inspection
- Commissioning
- Material Reconciliation
- Bill preparation based on measurements recorded. This is to include features for deductions such as security deposits, taxes of various kinds, forest royalties, etc.
- Final Bill
- Final BoQ amendment
- Generation of interim progress reports giving details of works progress, of payments made, of hindrances and delays, deviations, all from existing data.
- Project Closing
- Handing over to O&M
- Capitalization.

#### **B. DEPT: OPERATION & MAINTENANCE (O & M)**

O&M is also a mainstream activity of OPTCL. Making available the EHT GRID all the time, is the key responsibility of the Department in order to allow day to day power import from Generating stations and Power export to Traders, Distributors and the end-users through the Grid elements like Sub-stations, Towers & EHT Lines. The maintenance thereof is the main function of O&M. The Dept. is headed by CGM (O&M) and the activities are managed by Circle Heads (G.M) and Divisional Heads (AGM/ Manager) apart from other technical & non-technical executives & staff.

The Dept. looks after the daily operation of these Grid elements and daily, weekly, monthly and annual maintenance of the same, so that the total power transmission system level of availability is very high. The Dept. also looks after the Breakdown maintenance as well as scheduled preventive maintenance. It interacts with Stores Dept. for material support, which in turn get these materials procured through Central Procurement Cell. For all these activities they get support from Finance Dept. as per their Annual Budget allocation. Support from HR Dept. is availed for the skilled, non-skilled and professional manpower allocation and tuning.

In the maintenance schedule they interact with SLDC for any shutdown of Grid elements. O&M needs to comply with OERC to report the information as and when required by them. They interact with Corporate Planning Dept. to get forecast data on Load flow Analysis up to some extent. They take up the matter with Transmission Project Dept. for any new construction of Grid elements in place of existing one and which is beyond maintenance/repair in case the works are capital intensive.

#### **SAP-ERP REQUIREMENTS**

- Outage Management
- Emergency restoration system Management
- Work Assignment
- Work Order Management
- Document Management(Drawings, Estimates, Work Orders & Specifications)

- Asset Management
- Assets condition and Performance
- Tools & Plants Management
- Contract Management(Purchase contracts, AMC contracts, lease/rental contracts)
- Planning & Scheduling O&M activities
- Safety & Inspection Management
- Proactive maintenance management, Breakdown maintenance operations Management.
- Setting up KPIs & Dash Board functionalities
- Line Performance measurement (Line rating index)
- Sub stations performance measurement(Sub stations rating index)
- MIS
- Seamless integration with all other Departments.
- Module to manage and deploy manpower as per needs; keeping track of location of manpower with a particular skill, and assigning jobs based on proximity and availability.
- Estimation of maintenance cost using cash equivalent of manpower and materials used.
- Load-flow analysis data and breakdown status of various equipment at grid substations should be made available for better planning of maintenance activities of lines/equipment.
- A database for existing and new equipment along with commercial details, installation, and warranty and maintenance history is to be maintained.
- Substation Automation Management and Test Results of different equipment Management.
- Transformer History Management.
- Transmission loss (both Grids & line) Management.
- Statutory Govt. Dues Management.
- PTW Management.
- Future load Growth including renovation and modernization management.

### **C. DEPT: TELECOMMUNICATION**

Telecom. Dept. plays a supporting function, which provides Power Line Carrier Communication (PLCC/DPLC) and OPGW communication for establishing the voice and real time data communication between the SLDC with 200(Two hundred approx.)nos. of RTUs of OPTCL and industries located throughout the State. The dept. is headed by a Chief General Manager (Telecom) and the activities are managed by two circles (Headed by GM & SGM) and eight (8) Divisional Heads (DGM) apart from other technical & non-technical executives & staff.

The core business of Telecom department is to manage a state of art centralized SCADA operating at SLDC and Back up Control Center, Meramundali, Bhubaneswar and protection of EHV circuits. All field data are coming through OPGW network which is expanding every year. OPGW has been laid in 6000KM and leasing of fiber is extended up to 4000KM. Telecom wing is also earning a revenue of Rs.4 crore per annum presently by way of leasing dark fibers to different telecom operators. ERP and all IT enabled services like webmail, AMI, video conferencing, CCTV applications are now running over this dedicated OPGW network. As per the recent trends, OPTCL is planning for remote Grid management for which the dependence on high speed reliable OPGW network will be increased.

The day-to-day operation and maintenance of the telecom network, real time SCADA and execution of new projects are the main activities of Telecom dept.

### **SAP-ERP REQUIREMENTS**

- Telecom Department of OPTCL executed installation of Chemtrol make SCADA (Supervisory Control and Data Acquisition) equipment in the year 2016 in a three-tier architecture, viz., ERLDC, MCC/ BCC and Remote Terminal Unit. The system uses EMS software and provides master display of instantaneous GRID parameters and also logs historical data into Oracle Database. A provision has to be made to interconnect SCADA with proposed corporate SAP of OPTCL in a secure manner to provide access to GRID operational information on a continuing basis to support Decision Support and Day-to-Day operational needs.
- Features for monitoring different projects for their completion on daily basis. (The Telecom is currently handling Stringing of OPGW under PSDF, supply, commissioning of 78 ABB make RTUs and BHARATNET project PHASE-2.)
- Operation and Maintenance of Telecom Network also need to be covered under SAP.
- Interfaces with Finance, Stores and HR are felt necessary for efficient working.

### **D. DEPT: CENTRAL PROCUREMENT CELL OF OPTCL (CPC)**

The procurement of materials to meet requirements of various Departments of OPTCL viz., Transmission Projects, Operation & Maintenance and Telecom is the core activity of CPC.

Awarding of Engineering, Procurement, and Construction (EPC) contract on turnkey basis for construction of different grid substation and associated transmission lines for which turnkey tenders are invited from CPC branch. They get the materials verified and issued through Stores Dept. to either directly to the work/project or through the local/site stores. Introduction of e-Procurement for awarding of EPC turnkey contract and procurement of materials shall be of immense help for the department.

The Dept. is headed by a C.G.M. (CPC) and managed by a team of Officers and staff.

### **SAP-ERP REQUIREMENTS:**

- Document flow with O&M, Transmission Projects, various purchase committees, Finance and Central store related to procurement of equipment.
- Requisition from O&M wing, Transmission wing etc...
- E-tendering and processing.
- Testing and delivery of materials to Central store.
- Verification of materials
- Multi-location delivery

### **E. DEPT: ELECTRICAL STORES AND SERVICES**

The materials receipt and verification as per the technical specs. Ordered by CPC and such other purchase authorities and issue of materials to concerned Depts./Projects is the main activity of the dept. Presently the inventory accounting only is computerized.

The dept. is headed by a S.G.M (Stores & Services) and managed by three (3) Divisional Stores Heads (DGM/AGM/ Manager) apart from other technical & non-technical executives & staff.

#### **ERP REQUIREMENTS:**

##### **PROCUREMENT MANAGEMENT INCLUDING:**

- Domestic/International vendor registration and evaluation.
- Vendor master maintenance
- Vendor evaluation and management
- Raising and approval of indents for items and services, including budget checking
- Floating tenders and evaluating responses.
- Conversion of purchase indents into purchase orders, both domestic and international
- Handle service contracts
- Handle project contracts
- Making detailed estimates for Civil, Mechanical, Electrical, Instrumentation works, etc including revision of estimates during execution of order.
- Tracking indents
- Matching purchase/work orders with vendor invoice.

##### **INVENTORY MANAGEMENT INCLUDING**

- Managing item master
- Managing project inventory
- Receiving materials in accordance with purchase order.
- Import of materials and clearance from port.
- Inspection of materials before acceptance into stores including expiry dates if any.
- Running Price Stores Ledger program
- Recording applicable tax details and ensuring statutory compliances
- Tracking material receipt with regard to rejections, excess supply, shortages and damages
- Managing insurance claims for damages etc
- Analyzing consumption pattern, available stock at main store as well as sub stores, pipeline quantity, production plans estimated sales with reference to inventory management
- Carrying out various inventory analysis like ABC analysis, fast/slow/non-moving item, analysis for remaining life of respective items etc.
- Valuation of inventory
- Manage scrap sales
- Generating inventory report, documents and accounting.

NOTE: These processes include handling Direct and Indirect Taxation related requirements in relation to procurement and payables management.



**IT STORE:**

- a) All the IT Items (Capital/Consumable) needs to be maintained through the IT Store.
- b) Request for IT equipment needs to be raised by different offices/employees.
- c) Issue of IT Items to different offices/employees.
- d) Return the Items by the Employee /Office to IT Store for NDC.
- e) Re-allotment of Items.
- f) Tracking of Item Issue history
- g) Tracking of Employee/Office Allotment entry.
- h) Buy back of Old Items for new Purchase.

**QUALITY, INCLUDING:**

- Instrument Calibration processes
- Handling sampling processes
- Quality resource planning based on other related function planning
- Handling scheduled and nonscheduled quality testing process for in process, inbound and outbound requirements.
- Issuing test certificates.
- Various quality analysis of products, samples, instrument calibration and production processes.

**F. DEPT: CORPORATE PLANNING (CP)**

The dept. has a Long Term Planning cell which makes different system studies on Load flow Analysis, Short Circuit and transient analysis. It needs to forecast for new projects to be undertaken. The dept. closely interacts with Construction, O&M and SLDC.

The dept. is headed by a Sr.G.M (CP) and a team of Officers and staff.

**ERP REQUIREMENTS**

- The existing system for power system study (such as load flow analysis, short circuit analysis and transient analysis) is done through “MiPower” software developed by PRDC, Bangalore.
- Based on the load distribution data from distribution companies a forecast for next 10 years have to be made. Planning in advance for construction of grid substation can be carried out from these data.
- Processing of new project proposals.

**G. DEPT: REGULATORY, TARIFF & COMMERCE CELL (RT&C)**

This cell is headed by a Sr.G.M (RT&C) and a team of Officers and staffs. The core activity of this dept. is to prepare and transmit the reports required by OERC /CERC as and when necessary and prepare the Annual revenue requirement note of OPTCL. This cell interacts with other entities like SLDC, EBC, GRIDCO, Distribution Companies, EREB and interstate open access customers. The cell is also entrusted with Billing of Transmission charges.

## **ERP Requirements**

1. MIS support for preparation of Annual Revenue Requirement document and performance review document (quarterly basis) for regulatory authorities.
2. Tariff Application keeping track of Regulatory and Court cases.
3. MIS support for outside bodies like EREB/WREB/NREB, EBC, GRIDCO, Distribution Companies, and interstate open access customers, etc.
4. Billing, accounting and reconciliation of the units transmitted to DISCOMs, STOA Customers (Intra & inter), through IEX, bilateral transaction (through RLDC) etc.
5. Billing to DISCOMs and open access customers with the data of SLDC should reflect automatically with GST invoice (GST portal integration).

## **Important works of RT&C (Regulation, Tariff and Commercial)**

RT&C wing of OPTCL acts as the nodal department of OPTCL related to electricity regulation, tariff and commercial matters. RT&C represents OPTCL in OERC, CERC, APTEL, ERPC and other such fora.

### **Major Activities of RT&C:**

- a. Filing of ARR (aggregate revenue requirement) of OPTCL each year by 30th of November before OERC for fixation of tariff for OPTCL.
- b. Performance Review of OPTCL before OERC.
- c. Preparation and filing of 5 Year Business Plan for respective Control Period in OERC.
- d. Truing up of ARR.
- e. Defends OPTCL's interest in electricity related matters in various fora.
- f. Filing of various Case/ Review Matters before CERC/OERC and Appeal before APTEL, New Delhi, High Court and Supreme Court of India in Tariff and regulatory matters for and on behalf of OPTCL.
- g. Compliance of various License conditions.
- h. Filing of TT (Transmission Tariff) Application of OPTCL before CERC for inter-state transmission lines (ISTS) of OPTCL.
- i. Filing of 5 Year Transmission Plan for OPTCL before OERC.

Additionally, RT&C wing also takes up other works like:

- a. Monthly Transmission Billing and raising of invoices to LTOA Customers (Intra-state) i.e. DISCOMs (TPCODL, NESCO, TPWODL & TPSODL) and CGPs (NALCO, IMFA & BEL).
- b. Monthly Transmission Bills of Inter-state Transmission Customers like CSPDCL.
- c. Represents OPTCL in Commercial Sub-Committee Meetings of ERPC, Kolkata.
- d. Coordinates with Power Grid in matters related to settlement of inter-state wheeling Charges of OPTCL.
- e. Energy accounting.
- f. Matters relating to revenue earning sources for OPTCL like Grid Support Charges etc.
- g. Matters relating to Grid stability namely Reactive Power charges.
- h. Other miscellaneous matters.

## **H. SLDC OF OPTCL**

This center is engaged in activities of real time operation of Power System in the state of Odisha. It facilitates integrated Grid operation, drawl schedule from state sector generators, CPPs and for bilateral trading with them and clearance for outage of elements for maintenance work including state sector generators. It also monitors generation of state power stations and power flow in major lines and tie lines. It complies all directions issued by RLDC to STU/ Generating companies and any other licensee of the state. It enforces decision of REBs and implements SEGC/IEGC and regulatory Directives.

This is headed by a Director (SLDC) and managed by a team of Officers (GM/DGM/AGM/Managers) apart from other technical & non-technical staff.

### **ERP Requirements**

SLDC has already procured EMS software provided by ALSTHOM along with SCADA and other related equipment. Software is partially operational. SLDC also uses MyPower software for system study.

1. An interface for supplying all available data at SLDC to GRIDCO / OPTCL (different departments) online is a requirement for the ERP system.
2. Power Scheduling, Outage Planning and Load Flow Analysis are to be made.
3. Collection of raw meter data from all the grids of OPTCL
4. Sending the raw data to main server
5. Processing of raw data
6. All types of billings and report generation as per requirement which may vary from time to time.
7. Sending of Bills and reports to respective entities.

### **Sub Stations related**

Substations are spread across the state. Along with other tasks these substations need to collect meter readings at 15 min. interval (it may vary) and report. These readings are to be supplied to GRIDCO/OPTCL (different departments). There are about 90 Sub Stations in OPTCL, 23 interstate tie lines and 10 interfaces to Power Stations. About 25 to 40 personnel typically man a substation.

### **Additional ERP requirements for Substation:**

1. O&M workflow.
2. Duty Management.

## **I. DEPT: COMPANY SECRETARY (AFFAIRS)**

This cell of the organization is headed by Company Secretary who manages the responsibilities with the help from HR Dept. and a team of its own secretarial staff. This cell manages company's legal cases, Board proceedings and other company affairs.

### **ERP REQUIREMENTS**

- Board Proceedings repository
- Legal Cases repository

## **J. DEPT: FINANCE DEPARTMENT OF OPTCL**

The Finance module will broadly cover the following.

1. Accounting (IND AS): OPTCL- Head Office
  1. Consolidated Trial Balance
  2. Profit & Loss A/c along with notes
  3. Balance Sheet with notes
  4. Cash Flow Statement
  5. Statement of Changes in Equity.

Units- All units are Independent Branch

  1. Trial Balance
  2. Ledger
  3. Subsidiary Ledger.
2. Account Payables: Processing of Invoices. Purchases to be integrated.
3. Account Receivables: Processing of Receipts. Generation of Invoices or creating receivables. Sales to be integrated.
4. Fund Management: Bank/ Cash transfer from HO (DFB) to Units and vice versa. Cash requisition process. Preparation of Bank Reconciliation Statement.
5. Asset management: Maintenance of Fixed Asset Register
6. CWIP Management: Maintenance of Capital Work In Progress and capitalisation of Assets.
6. Cost Accounting records: Maintenance of Cost records
7. Budgeting: Preparation of Budget annually and preparation of revised budget.
9. Loans & Borrowings: Project Loans, Repayment etc.
10. Tax reporting: I.T, GST etc.
11. Trust Accounts: Maintenance of PF, Gratuity, Leave Encashment and Rehabilitation Trust Account.
12. Investment: Term deposits, Govt. Securities etc.
13. Inter-unit Accounts: Maintenance of inter-unit accounts for different types of transactions among 85 accounting units.
14. Imprest, Temporary Advance, Loans and advances to employees, Travel expenses, medical expenses etc. to be made through system and accounting thereof.

15. Financial transactions from other sources i.e. payroll, inventory, procurement etc. to be captured for preparation of accounts.

Any other Financial/ Accounting matters that may arise during implementation.

#### **K. HUMAN RESOURCE (OPTCL)**

H.R. Department is headed by Dir(HRD) and supported by executives and staff Dir (HRD),OPTCL reports to MD,OPTCL.

The manpower strength of OPTCL is about 2500. HR is responsible to plan manpower for the Organisation on a long term basis as the main stream functions, viz EHT Construction and Maintenance organisation are going concerns. Further growth of these concerns have to be taken in to account while planning in the manpower. These areas are critical and challenging tasks. The specialized of manpower requirements of Corporate Offices such as I.T., Company affairs, Finance and HR also posed challenges in HR terms.

HR places vital role in ensuring posting of personnel to various offices as per sanction posts. HR implements service policies and also looks after departmental proceedings/ statutory compliance, security, performance appraisal. Industrial relations, Training and development, wage negotiations, employee benefits, pensions etc. are other functions of H.R.

#### **ERP Requirements:**

- Maintaining Employee Master across the organisation.
- Organisation Management
- Personal Administration
- Manage increments
- Manage pay fixations/wage negotiations
- Managing posting, promotion for executives and non- executives.
- Managing employee loans and advances such as motor vehicle loan, house building loan, furniture loan, medical advance, traveling advance etc.
- Manpower planning
- Recruitment of executives and non- executives
- Employee re-imburements such as those for medical, traveling LTC etc.
- Time office and Leave management.
- Managing employee training needs including technical and behavioural competency development, training requirements addressed in-house and externally and training budgeting.
- Managing of joining by new recruits and tracking their probation period.
- Transferring employee.
- Grant of scholarship etc.
- Payroll Systems
- Database management of Pension, PF, Gratuity funds.
- Land record management system( including Quarter allotment)
- Repository/ Library (small scale) for all Acts/rules/regulations and books
- Disciplinary Actions
- Retirement Report(Full and Final Settlement)
- Month end and Year end Reports

#### **Employee self-service:**

- Personal Information
- Leave Management
- Apply for Pay Fixation
- Grievance redressal system
- NDC Clearance Status
- Performance Appraisal and competency view.
- Quarter occupation/vacation/cancellation
- Reimbursable flexible benefits- Travel/ medical/LTC etc. expense claim.

**Separation Management including:**

- Managing resignations
- Managing employee rehabilitations
- Developing and managing VRS/CRS
- Recording retirement, superannuation, death, or termination of services of employees

**Contract Labour management including:**

- Issuing and tracking gate passes
- Wages, PF and ESI related issues

**Industrial Relation Management including:**

- Initiating and managing disciplinary action against executives and non-executives.
- Recording and managing grievances.

**The Detail Technical Specification in the form of “Technical Requirement Specifications (TRS)” will be published separately as part this RFP and will be the integral part of this tender.**

## Appendix B - Service Level Agreement

### C.1. Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by the bidder for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

1. SLA is between the bidder and purchaser.
2. Make explicit the performance related expectations on purchasers requirements from the bidder
3. Assist the purchaser to control levels and performance of services provided by the bidder
4. Trigger a process that applies Purchaser and bidder management attention to aspects of performance that drop below an agreed upon threshold, or target.

### C.2. Description of Services Provided

Supplier shall provide service as defined in Section VI - Scope of Work, in accordance to the definitions and conditions as defined in the Section VII - GCC and Section VIII - SCC.

### C.3. Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised as per mutual agreement.

### C.4. Service Level Agreements & Targets

This section is agreed to by purchaser and bidder as the key bidder performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contract or its revision whichever is earlier.

### C.5. Project Management

1. Enterprise Rollout of Integrated solution - Maximum of 06 (SIX) months for Completion of enterprise-wide rollout of above mentioned project, from the date of awarding of the contract
2. Post Implementation support/ Maintenance period for ERP (after successful Project Sign-off) will be three years' mandatory.

Parameter	Description	Target	Penalty	Validation tools / method
Project setup time	Bidder is expected to mobilize the team for commencement of work	Within 30 calendar days from the date of award of contract	Purchaser reserves the right to terminate the contract	1. Team available as indicated in the proposal, Project kick-off meeting, Project management office setup

Project implementation timeline for SAP solution	bidder expected to complete the enterprise rollout within 06 (six) months	100% adherence to the timelines given in the project plan. No variation in deadlines.	Subject to Clause 28 of GCC, bidder bears all costs related to project implementation till the completion of contract.	<ul style="list-style-type: none"> <li>• Project plan and schedule</li> <li>• Actual Deliverables</li> <li>• User acceptance completion</li> <li>• Implementation completion report</li> </ul>
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### C.6. ERP Performance Management

S. No.	User Activity	Maximum permissible time	
		LAN	WAN
1.	Menu Navigation - To display the menu as per the defined user role and profile	<1 sec	<3 sec
2.	Screen Opening - To display the selected data entry screen from the menu chosen	<1 sec	<2 sec
3.	Field Navigation - To navigate between the data entry fields in the screen	<1 sec	<2 sec
4.	Look-up response time - To display items from list of values	<1 sec	<2 sec
5.	Look-up response time - To display items from table	<5 sec	<8 sec
6.	Screen navigation - Time taken to navigate from one screen (tab page) to another which does not involve processing in earlier screen	<1 sec	<2 sec
7.	Transaction commit - Response time taken to commit a simple transaction like Store Issue Indent, Stores Receipt Indent	<2 sec	<3 sec
8.	Query Retrieval Response Time - Simple query	<5 sec	<10 sec
9.	Query Retrieval Response Time - medium complexity query	<8 sec	<12 sec
10.	Query Retrieval Response Time - High complexity query	<15 sec	<20 sec
11.	Reports Generation Response Time - Simple report	<5 sec	<10 sec
12.	Reports Generation Response Time - Medium complexity report	<30 sec	<50 sec
13.	Reports Generation Response Time - High complexity report	<1 min	<3 min



## C.7. Issue Severity Level & Resolution Time

The following section provides the service levels applicable during support period for various categories of issues.

### C.7.1 Severity Level

Severity Level	
HIGH:	<ul style="list-style-type: none"> <li>Show-stopper. Application breakdown/crash or serious degradation in the application performance. Has serious implications on running the production server and has impacted all major business critical process.</li> <li>More than 50 users community affected/ unable to access system.</li> <li>Integrated solution not available for more than four hours continuously, in any</li> <li>Any system downtime that impacts payroll run/ regulatory requirement deadlines.</li> <li>Issues already fixed earlier but repeated</li> <li>Workflow Issues</li> </ul>
MEDIUM	<p>Moderate degradation in the application performance. Average response time of the application is more than 360 seconds over WAN. Has impacted majority of the business process but still be able to continue the operations with the system limitations. May have serious implications on the data integrity.</p> <p>5 to 50 user community affected/ unable to access system. Any one office is not able to use the integrated solution for more than thirty minutes and less than four hours.</p>
LOW	<p>Applications are stable and have no major impact on the day-to-day Less than 5 users community affected/ unable to access system. ERP System is available with slightly degraded performance (response time is between 180 and 360 seconds over WAN), although the work can continue</p>

### C.7.2 Resolution time

**Maximum time to log the call** is defined as the time taken within which help desk has to log a complaint in the system provided by the end user. Help desk should provide the trouble ticket number to the end user within 30 min of logging the complaint.

**Maximum time to restore** is defined as the time taken to resolve the problem, starting from the time of logging the complaint and within the time specified in table below. Help desk should notify the end user within 30 min after resolution of problem.

Severity Level	Across all offices for the complete solution	
	Maximum time to log the call	Maximum time to restore
High	30 min	240 min
Medium	45 min	360 min
Low	60 min	480 min

### C.7.3 Incident Management

Parameter	Description	Target	Price reduction	Validation tools/ method
Resolution of issues	All incidents/ events logged in the Incident management system should be resolved within the specified restoration time	100% of calls should be resolved within the specified resolution time specified in the table above	<ol style="list-style-type: none"> <li>95%-99% calls resolved: 5% price reduction on the monthly IT support and Maintenance charges of OPTCL</li> <li>Less than 95% calls resolved: 10% price reduction on the monthly IT support and maintenance charges of OPTCL</li> </ol>	1) Inspection based on count of trouble tickets for that month

### C.7.4 Problem Management

Parameter	Description	Target	Price Reduction	Validation tools/ method
Root cause Identification	IA shall analyze all the incidents and provide a root cause report every month if there are more than 10 incidents of the same type. Bidder shall take the needed corrective action to prevent further issues due to the same cause.	100% timely submission covering all incidents logged in that month	<ol style="list-style-type: none"> <li>5% price reduction on the monthly IT support and maintenance charges of OPTCL, if the IA does not submit a problem report for that month</li> <li>5% price reduction on the monthly IT support and maintenance charges of OPTCL, if the IA does not perform the corrective action for more than one calendar month</li> </ol>	<ol style="list-style-type: none"> <li>Root cause report</li> <li>Incident report stating problems faced by the users</li> <li>Document detailing corrective action</li> </ol>



### C.8. Breach of SLA

In case the bidder does not meet the SLA parameters as defined above for three continuous time periods of measurement (quarters/ 3 months), the purchaser will consider this a breach of SLA and appropriate provisions under this contract will be initiated.

### C.9. Exclusions

The bidder will be exempted from any non-adherence to SLAs under the following conditions:

1. Force Majeure
2. Delay not attributable to IA

### C.10. Monitoring & Auditing

Bidder will provide required reports as per the agreed date of each month or as per requirements. OPTCL authority will review the performance of bidder against the SLA parameters each month, or at any frequency defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the bidder as soon as possible. OPTCL reserves the right to appoint a third-party auditor to validate the SLA.

### C.11 Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be executed by their respective authorized representatives as of the date first written above.

#### Implementation Agency

#### Purchaser

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----

## Appendix C - Supplier Response Format

### D.1. Techno-commercial Bid Sheet

(To be filled up by the tenderer as indicated in the excel sheet)

### D.2. Techno commercial Proposal

To be uploaded as separate documents along with Bid Response and must cover the 3 following sections

#### **D.2.1 Approach and Methodology**

BIDDER SHOULD COVER THE FOLLOWING SECTION IN THEIR BID RESPONSE

- i. Understanding of Purchaser and its requirement with clear mention of the deliverables
- ii. Details of proposed methodology
- iii. Project Team Structure
- iv. Resource planning and estimation
- v. Risk planning and change management strategy
- vi. Detailed work plan with timelines

##### **D.2.1.1 Understanding of project requirement**

BIDDER SHOULD DEPICT COMPLETE UNDERSTANDING OF THE AS-IS SYSTEM OF OPTCL AND SLDC ON THE INFORMATION PROVIDED IN THE BID DOCUMENT AND INTERACTION WITH THE CONCERNED OFFICIAL OF OPTCL AND SLDC AS PER THE APPENDIX..G..

##### **D.2.1.2 Details of proposed methodology**

PLEASE PROVIDE DETAILS OF METHODOLOGY FOLLOWED BY YOUR ORGANIZATION IN SUCCESSFULLY IMPLEMENTING SIMILAR PROJECTS. ALSO HIGHLIGHT THE SPECIAL STEPS THAT YOUR ORGANIZATION SHALL TAKE IN ORDER TO ENSURE THAT THE CHANGE FROM CURRENT SYSTEM TO PROPOSED ONE WILL BE SMOOTH AND EFFECTIVE.

##### **D.2.1.3 Project Team Structure**

IN THIS SECTION PLEASE PROVIDE DETAIL OF THE TEAM THAT WOULD BE DEPLOYED BY YOUR ORGANIZATION TO EXECUTE THE PROJECT. PLEASE PROVIDE DETAILS OF THE TEAM STRUCTURE IN THE FOLLOWING FORMAT:

**Table: Proposed Project Team Structure**

(Summary of resources proposed to be deployed)						
SRL. NO	POSITION	NAME	QUALIFICATION	PROFESSIONAL EXPERIENCE	RELEVANT EXPERIENCE IN YEARS	TASK PROPOSED TO BE ASSIGNED

#### ***D.2.1.4 Resource planning and estimation***

(Bidder needs to provide the resource deployment plan for the entire life cycle of the project. Both onsite and off-site deployment needs to be specified)								
Srl. No.	Resource Name	Role*	Deployment	Phase: Month 1 (No. of days)	Phase: Month 2 (No. of days)	Phase: Month 3 (No. of days)	Phase: Month 4 (No. of days)	Phase: Month n (No. of days)
			Onsite					
			Off-site					
			Onsite					
			Off-site					
* Role needs to be described as per the proposed position for the project								

#### ***D.2.1.5 Risk planning and Change Management***

BIDDER SHALL ASSESS UNDERLYING RISKS IN IMPLEMENTATION OF THE PROJECT AND DETAIL OUT THE METHODOLOGY TO MITIGATE THEM. IT MAY INCLUDE DEVELOPMENT OF A RISK ASSESSMENT AND CHANGE MANAGEMENT MATRIX INDICATING SEVERITY OF THE RISK, CHANCE OF ITS OCCURRENCE AND ITS MITIGATION APPROACH.

#### ***D.2.1.6 Detailed work plan with timelines***

BIDDER NEED TO SUBMIT THE DETAIL WORK PLAN AS A PART OF THEIR BID SUBMISSION

### D.2.2 Project Experience

#	Project Details	Client Name & Sector	Project Start Date	Project Go-Live Date	Current Status	Page reference
1	1. SAP-ERP Product: 2. Modules Covered: 3. No. of Transactional users: 4. Project Value:					
2						

### D.2.3 Team details (CVs)

PLEASE SUBMIT AS PER THE PRESCRIBED FORMAT IN BIDDING FORM: FORM 6

### D.2.4 Firm Detail

#### D.2.4.1 General Detail

Srl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Name of the contact person and detail	
3.	Full address of Registered Office	
4.	Full Address of Corresponding Branch Office at Odisha	
5.	Telephone/Mob No	
6.	Fax No.	
7.	E-Mail Address	
8.	PAN No.	
9.	GST Registration No.	

**D.2.4.2 Financial Detail**

<b>Bidder's Legal Name</b> : _____					
<b>Date</b> : _____					
Information from Balance Sheet					
Srl. No.	Particulars	FY 2018-19 (Amount in INR)	FY2019 - 20(Amount in INR)	FY2020-21 (Amount in INR)	Enclose Documents
1	Total Assets				
2	Total Liabilities				
3	Net Worth (1-2)				
Information from Profit & Loss Statement					
7	Total Turnover (in INR)				
8	Average Turnover for 3 years (MAAT)				
<p>Note:</p> <p>Attached are copies of financial statement (Balance Sheet including all related notes, and income statements) for the years required above, complying with the following conditions:</p> <ul style="list-style-type: none"> <li>• All such documents reflect the financial information of the bidder and not sister or parent companies</li> <li>• Historic financial statement must be audited by the Statutory Auditor</li> <li>• Historic financial statement must be complete, including notes to the financial statement.</li> </ul> <p>Historic financial statement must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted)</p>					
Seal & Sign of Statutory Auditor or Chartered Accountant					
Name of the Audit Firm:					
Firm Reg. Number.					
Date: (Signature, name and designation of the authorised signatory)					

AUDITED FINANCIAL REPORTS AND COPY OF THE CERTIFICATES SUPPORTING THE ABOVE NEED (CA CERTIFICATE ON TURNOVER AND POSITIVE NETWORTH) TO BE SUBMITTED AS PROOF.



**D.2.4.3 Manpower Strength**

(Self-certification for minimum number of full-time resources on the payroll of the company)

---

I \_\_\_\_\_ certify that I am \_\_\_\_\_ of the Company under the laws of \_\_\_\_\_ and that we have \_\_\_\_\_ (number) of full-time resources in the field of (Project Management, Configuration, customization, development, testing & QA, Training, Deployment, etc..) SAP-ERP on the payroll of the company.

Authorized Signature [In full and initials] :.....

Name and Title of Signatory :.....

Name of Firm: :.....

Business Address :.....

Bidder’s Seal

Place: ..... Date: .....

**D.2.5 Support and Maintenance (AMC) Plan**

THE DETAIL PLAN FOR SUPPORT AND MAINTENANCE (AMC) SHALL BE GIVEN IN ACCORDANCE WITH THE SCOPE OF WORK.

**D.2.6 Project Management Practices**

PLEASE PROVIDE HIGH-LEVEL DETAILS OF THE PROJECT MANAGEMENT PRACTICES THAT WILL BE FOLLOWED TO MANAGE THE PROJECT. THE PROJECT MANAGEMENT PRACTICES WOULD INCLUDE (BUT NOT BE LIMITED TO) DETAILS OF:-

- BIDDER MUST PROVIDE DETAILS OF HOW THEY ENVISAGE THE CONTRACT BEING MANAGED INCLUDING PRINCIPLES SUCH AS (BUT NOT LIMITED TO) JOINT PLANNING AND CONTROL MECHANISMS; REGULAR AND ACTIVE REVIEW MEETINGS; PROJECT MANAGEMENT OF INDIVIDUAL WORK STREAMS AND OVERALL PROGRAM MANAGEMENT OF THE ENTIRE SERVICE; PERFORMANCE REPORTING
- BIDDER SHOULD OUTLINE THEIR PROPOSED GOVERNANCE STRUCTURE AND DESIGNATE A SERVICE MANAGER TO CO-ORDINATE THEIR ACTIVITIES AND PROVIDE A FOCAL POINT OF CONTACT TO WHOM UTILITY CAN REFER ON ANY MATTER CONCERNING THE SERVICE.
- REPORTING LINES AND DECISION-MAKING POWERS WITHIN THE BIDDER’S ORGANIZATION MUST BE EXPLAINED
- REPORTING FORMATS AND TEMPLATES THAT WOULD BE FOLLOWED BY THE BIDDERS
- OUTLINE THE PROPOSED ESCALATION PROCEDURES IN THE EVENT THAT ISSUES ARISE.



### D.2.7 Quality Assurance

- QUALITY OF SERVICE - SUPPLIERS MUST PROVIDE DETAILS OF THEIR PROPOSED APPROACH TO QUALITY ASSURANCE TO ENSURE THE QUALITY OF SERVICES IN ACCORDANCE WITH CLAUSE 14 OF SECTION G1 OF TRS DOCUMENT. THIS SHOULD INCLUDE:
  - RESPONSIBILITY OF QUALITY OF SERVICE;
  - HOW THE SUPPLIER WILL ENSURE QUALITY SERVICE IS PROVIDED;
  - HOW QUALITY WILL BE MEASURED

Does your company (and consortium partner) have any quality certification / Assessment? If so, please provide your responses for the following:

**Table: Details of Certification**

DESCRIPTION	BIDDER'S RESPONSE
CERTIFICATION / ASSESSMENT NAME	
WHO ISSUED THE CERTIFICATION/ASSESSMENT?	
WHEN WAS THE CERTIFICATION/ASSESSMENT OBTAINED?	
DOES THIS CERTIFICATION/ASSESSMENT PROCESS INVOLVE PERIODIC REVIEWS AND OBSERVATIONS/ REMARKS AFTER SUCH REVIEW? IF SO, PLEASE PROVIDE DETAILS AND SPECIFY WHEN YOUR COMPANY IS DUE FOR ITS NEXT QUALITY REVIEW?	

Please specify your company's process for product development and enhancements

### D.2.8 Deviations Sheet

To

The CGM (IT)  
 Odisha Power Transmission Corporation Ltd.,  
 Janpath, Bhubaneswar -751022.

Bid Number:					
S. No.	Bidding Document Reference (Section No. / Clause No. Page No.)	Content of Bidding document	Deviation / Assumption	Financial Impact	Scope Impact

**Note: In case of no deviation/assumption, bidder shall mention "Nil" in the above format.**

**Certificate:**

We confirm that,

- i. Only the above mentioned deviations and/or assumptions may be considered.
- ii. The Purchase is not bound to accept any of the above mentioned deviation and/or assumption and may reject any or all without giving any reason thereof.
- iii. Except the above mentioned non-material deviations and/or assumptions, subject to the approval and acceptance by the Purchaser, the entire work shall be performed as per the bid requirements

Authorized Signature [In full and initials] : .....

Name and Title of Signatory : .....

Name of Firm: : .....

Business Address : .....

Bidder's Seal

Place: ..... Date: .....

**D.2.13 Duly filled Bidding forms**

BIDDER SHALL UPLOAD DULLY FILLED BIDDING FORM IN THE FORMAT SPECIFIED IN SECTION V OF RFP:

**D.3. Price Bid**

Bidders are requested to provide cost for each of Line items. The Bidders should take a note of points detailed in [APPENDIX H](#) while filling the Price Bid.

**D.4. Checklists**

PLEASE SUBMIT A COPY OF THIS SECTION WITH COVER LETTER WHILE SUBMITTING THE PROPOSAL.

**D.4.1 Mandatory forms that needs to be submitted****Table: Check List for Mandatory Forms**

S. No.	Item	Furnished	Type
1.	Documents against eligibility criteria	Yes/ No	Soft Copy
2.	Techno commercial Proposal as per ITB section 11 & 21	Yes/ No	Soft Copy
3.	Price Bid as per ITB section 11 & 21	Yes/ No	Soft Copy
4.	Proof of turnover and net worth for the last three audited financial years of Bidder	Yes/ No	Soft Copy
5.	CV of key personnel in suggested format	Yes/ No	Soft Copy
6.	Proposed SLA template	Yes/ No	Soft Copy
7.	Filled-in copy of Bidding forms (Section V)	Yes/ No	Hard Copy
8.	Power of Attorney (Authorised Signatory) notarized copy for signing the bid document in hard copy.	Yes/ No	Hard Copy
9.	Documentary proof of submission Tender Cost, payment of Tender Processing Fees through e-payment mode.	Yes/ No	Hard Copy
10.	Support and Maintenance (AMC) cost for each year cost should not be less than 15% of Total SAP Implementation cost	Yes/ No	Hard Copy

## D.4.2 Compliance checklist

**Table: Check List for proper Documentation & Compliance**

S. No.	Item	Furnished
a.	Please confirm you agree to all clauses specified in the Section II, ITB	Yes/ No
b.	Please confirm you have submitted all the mandatory forms specified in Appendix C (Technical & Financial Proposal)	Yes/ No
c.	Please confirm you have noted the bid submission deadline specified in Section III, BDS	Yes/ No
d.	Please confirm you have noted that the performance security will be furnished within time period as specified in Section II, ITB clause	Yes/ No
e.	Please confirm you have provided all document proof to substantiate you qualifying the eligibility criteria as mentioned in Section IV	Yes/ No
f.	Please confirm you have complied with the proposed solution architecture specified in RFP and/or all supporting Documents	Yes/ No
g.	Please confirm you have complied with all services specified in the scope of services mentioned in Section VI	Yes/ No
h.	Please confirm that you comply with all clauses specified in the General Conditions of Contract specified in Section VII	Yes/ No
i.	Please confirm that you comply with all clauses specified in the Special Conditions of Contract specified in Section VIII	Yes/ No
j.	Please confirm that all services have been included in the Price Bid and is complete in all respects without any deviation/ missing items	Yes/ No
k.	Please confirm that you have not submitted any alternate proposal	Yes/ No
l.	Please confirm that you have noted the SLA guidelines and price reduction clauses applicable as specified in Appendix B.	Yes/ No
m.	Please confirm that you have checked the final quote provided as per Appendix J (Price Bid) /Price Bid Sheet	Yes/ No

## Appendix D - Evaluation Methodology

- Alternate bids are not allowed
- The evaluation team will thoroughly review the proposals submitted by various bidders / consortiums.
- Bidder has to give a Power Point Presentation (PPT) on overall understanding of the scope of work as per Section VI.
- OPTCL, in observance of best practices, shall:
  - Maintain the bid evaluation process strictly confidential
  - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption
  - Strictly apply only and all of the evaluation and qualification criteria specified in the Bid document.

### E.1 “Single Stage – two part” Bidding Procedure

In the Single-Stage: two part bidding procedure, Bidders should submit two proposal simultaneously, one containing the Technical Proposal and the other the Price Bid. Initially, only the Technical Proposals are opened at the date and time advised in the Bidding Document. The Price Bids remain unopened. The Technical Proposals are evaluated by the Purchaser. No

amendments or changes to the Technical Proposals are permitted. The objective of the exercise is to allow the Purchaser to evaluate the Technical Proposals without reference to price.

Bids of Bidders which do not conform to the mandatory requirements may be termed as non-responsive and will not be evaluated further.

Evaluation of price bids will be on the basis of the FOR DESTINATION PRICE including Goods and Services Tax & other levies as may be applicable. The FORD PRICE shall consist of the following components:

- a. Taxable value of service offered. (At the discretion of the purchaser)
- b. Goods and Services Tax
- c. Other levies, if any.
- d. Any other items, as deemed proper for evaluation by the purchaser.
- e. Any imposition of new tax or revision of tax shall be considered between due date of submission of bids and the date of price bid opening.

In comparing bids and in making awards, the Purchaser will consider other factors such as compliance with FRS/TRS, minimum qualification criteria, outright rejection clause of this tender, experience, financial soundness, record of integrity in dealings, performance, the time of delivery, capability to perform including available facilities such as adequate manpower, expertise & experience in SAP Based project.

**Criteria for Outright Rejection:**

- a. Non-submission of Documentary proof of submission Tender Cost, payment of Tender Processing Fees through e-payment mode.
- b. Non-submission of Power of Attorney (Authorized Signatory) notarized copy for signing the bid document in hard copy.
- c. Non-submission of undertaking for the following:  
"Support and Maintenance (AMC) cost for each year cost should not be less than 15% of Total SAP Implementation cost"

**e-Reverse Auction is hereby incorporated in the referred tender as follows.**

<b>STRATEGY FOR e-REVERSE AUCTION</b>	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done to explain all the rules related to e-Reverse Auction/Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be –DYNAMIC TEMPLATE BIDDING

**Procedure for electronic Reverse Auctioning (e-RA):**

5	<p>a. The e-RA shall be conducted on <a href="http://www.tenderwizard/OPTCL.com">www.tenderwizard/OPTCL.com</a> only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms &amp; Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IB). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.</p> <p>d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date &amp; time of opening of the e- RA.</p> <p>The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes &amp; Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.</p> <p>Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (eg. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</p> <p>However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.</p> <p>In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s) .</p> <p>Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document &amp; after e-RA process is over.</p>

7	<p>Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.</p> <p>(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.</p> <p>(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes &amp; duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.</p> <p>(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.</p>
8	<p>After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .</p> <p>Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.</p> <p>The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.</p> <p>During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [ Evaluation of Part-II (price bid) submitted by bidders earlier].</p>

9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re- tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.</p> <p>OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.</p>
	<p><b>(Reverse Auction Process Compliance Form) (Annexure-IB)</b></p> <p>(To be incorporated in the bid document).</p> <p>(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)</p> <p>To,</p> <p>CGM (IT), OPTCL</p> <p>Bhubaneswar-751022, Odisha</p> <p>Sub: Agreement to the Process related Terms &amp; Conditions for e-Reverse Auction.</p> <p>Dear Sir,</p> <p>This letter is to confirm that:</p> <ul style="list-style-type: none"> <li>• The undersigned is authorized representative of the company.</li> <li>• We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.</li> <li>• We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.</li> <li>• We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.</li> <li>• We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.</li> </ul> <p>With regards,</p> <p>Signature with Designation with company seal Name &amp; Address Person having power of attorney for the subject package.</p>

## Appendix E- Estimated Manpower Requirement

Following is the list of minimum number of resources required to be deployed by the bidder under various roles:

**Table 33:** Estimated Manpower Requirement (may vary as per requirement) bidder to propose Manpower Requirement.

Roles	Dedicated Resources		Shared Resources	
	Number	Man months	Number	Man months

Necessary resources for support and Maintenance shall be provided by the IA in accordance with the FRS/ TRS Document.

**Handholding Support:** Handholding support with adequate resource for application related operations at HO/field Offices level shall be provided by the IA till the completion of the project.



## Appendix F - Expected Implementation Schedule

The table below provides the time schedule for Implementation of SAP based ERP Software in OPTCL and SLDC. “T”, as referred to in the table, is the date of signing the agreement with the selected IA by OPTCL and “T+n” refers to no of weeks thereafter.

**Table: Tentative Time Schedule for Implementation**

Week	Activity	Remarks
T + 0	<b>Project Kick-off</b>	This would be done after award of Contract. to the Implementation Agency(IA)
T+2	<b>Project Inception</b>	Key Activities: <ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Resource Planning &amp; deployment</li> <li>• Project Kick-off Meeting</li> <li>• Project Charter</li> </ul> SAP-ERP Overview Training
T + 8	<b>Acceptance and Signoff of Business Blue Print document</b>	<ol style="list-style-type: none"> <li>i. Finalization of As Is study &amp; To-Be process</li> <li>ii. To-Be process mapping with respect to functional requirement specification and integration touch points with respect to legacy applications</li> <li>iii. Preparation, finalization and approval of business blueprint document.</li> <li>iv. Technical &amp; Functional Training from SAP certified IA trainers to core IT team of OPTCL</li> </ol>
T +16	<b>Configuration &amp; Customization and development as per the finalized Business blueprint document</b>  <b>Pilot Go-Live</b>	<ol style="list-style-type: none"> <li>i. Installation of the SAP ERP software in all the Development, Quality and Production Systems.</li> <li>ii. Mapping of business processes into ERP system &amp; ERP system configuration &amp; feeding of sample data.</li> <li>iii. Integration with legacy Systems.</li> <li>iv. Data Migration</li> <li>v. Unit and Integration Testing</li> <li>vi. User Acceptance Testing</li> <li>vii. Consultant Training on ABAP, BASIS, FIORI to core IT team of OPTCL</li> </ol>

Week	Activity	Remarks
		viii. Module wise detail User level Training for Core Team Members (CTMs) and Core IT Teams ix. <b>Pilot Go Live</b> Sign-Off in Head Quarters, Two Zones, Two Circles covering min two Divisions, Sub Divisions, Stores from each Circle.
T + 18	<b>End user ERP Training &amp; Migration Activities</b>	i. ERP end user training, ii. Change management sessions to the CTMs, Core IT team and all end users of OPTCL & SLDC iii. Submission of user manuals and all other training deliverables. iv. <b>Migration:</b> Master Data, Cut over data and legacy data uploads to new system
T + 24	<b>Enterprise Go Live</b>	i. <b>Enterprise Go Live</b> of the ERP System in a phased manner for OPTCL and SLDC (all locations) ii. Module wise sign-off iii. Complete roll-out at all locations of OPTCL and SLDC including all integration activities.
T + 48	<b>Stabilization Period</b>	i. System Stabilization ii. Hand-holding support phase iii. Issue resolution & de- bugging phase iv. Incorporation of any new changes in the application as per the OPTCL's requirement v. Publication of quarterly balance sheets from SAP-ERP for 2 quarters

**Note: End date of the Stabilization Period will be termed as Project Sign-off date.**

**Support Period:**

**On site and off site support should be provided for 3 years (36 months) post Project Sign-off.**

## Appendix G – Core Team Member and OPTCL IT Team detail

<b>SAP Implementation Team (OPTCL)</b>		
<b>Module Name</b>	<b>IT Team Member</b>	<b>Core Team Member</b>
<b>HR</b>	Hiranmayee Rout Email: it.hrout@optcl.co.in	Mr Anil Kumar Sahoo, DGM (HR)
	Harapriya Satapathy Email: it.hsatapathy@optcl.co.in	
<b>O&amp;M</b>	Sonali Satarupa Patra Email: it.sspatra@optcl.co.in	Mr. Srimant Sahoo GM(Ele)
	Nirmal Chandra Sahoo Email: it.ncsahoo@optcl.co.in	Mr. Sudhakar Sahoo DGM(EI)
<b>EASS</b>	Sarmistha Malla it.smalla@optcl.co.in	Mr. Sanjay Kumar Mishra DGM(EI)
	Pankajini Samal it.psamal@optcl.co.in	Mr. Malaya Ranjan Das DGM(Fin)
	Dipti Sekhar Hansdah it.dshansadah@optcl.co.in	Mr. A K Banarjee DGM(EI)
<b>Inventory</b>	Pravat Kumar Sahoo it.pksahoo@optcl.co.in	Ms. Tunilata Nayak AGM(EI)
	Sudarsan Das it.sdass@optcl.co.in	Mr. Susanta Kumar Nayak Manager(Fin)
	Avaya Ku Ojha it.akojha@optcl.co.in	Mr. Bapina Kumar Majhi Assistant Manager(EI)
<b>Project</b>	Sunil Kumar Senapati it.sksenapati@optcl.co.in	Mr. Prasant Kumar Swain DGM(EI)
	Sivananda Mishra it.snishra@optcl.co.in	Mr. Pragyan Prakash Mohanty Manager(EI)
<b>Procurement</b>	Puspa Kumar Naik it.pknaik@optcl.co.in	Mr. Ranjan Kumar Panigrahi DGM(EI)
	Suchismita Sathy it.ssethy@optcl.co.in	Mr. Samir Kanta Biswal DGM(EI)
<b>Finance</b>	Pravat Kumar Sahoo it.pksahoo@optcl.co.in	Mr. Maheswar Behera DGM(Fin)
	Avijeet Dasbihari it.adasbehari@optcl.co.in	Mr. G K Saha Manager(Fin)
	Puspa Kumar Naik it.pknaik@optcl.co.in	Ms. Tilotama Swain Management Trainee
	Arindam Parida it.aparida@optcl.co.in	
<b>Infrastructure</b>	Sunil Kumar Senapati it.sksenapati@optcl.co.in	
	Umakanta Baliarsingh it.ubaliarsingh@optcl.co.in	
<b>Telecom</b>		Mr Pranab kumar Nayak, GM (TC)
		Mr Rabindra Kumar Das, DGM (TC)

## Appendix H – Indicative SAP-ERP License Detail

SI No.	Product
1	SAP S/4HANA, Developer access
2	SAP S/4HANA Enterprise Management for Professional use
3	SAP Business Objects Enterprise (CS)
4	SAP Business Objects Enterprise (user)
5	SAP Process Orchestration
6	SAP BW/4HANA
7	SAP Payroll Processing
8	SAP Core HCM Component
9	SAP ERP Travel management component
10	SAP HANA, runtime edition for applications & SAP BW - New/Subsequent
11	Linear Asset Management
12	ASP/GSP
13	Treasury Risk Management
14	Work Clearance Management
15	Business Planning
16	ISU
17	SAP Digital Access

### **Note:**

- This is the indicative list only, Bidder is requested to do due-diligence and suggest OPTCL for the actual requirement.
- The SAP-ERP License for the required modules will be procured by OPTCL through separate arrangement. However, for the overall success of the ERP-SAP implementation at OPTCL & SLDC, Bidders shall recommend any additional SAP requirement which will be analyzed by OPTCL for consideration.

## Appendix I - Important Instructions / Notes For e-bidding

*OPTCL Tender Specification: (Selection of Implementation Agency (IA) for Implementation of SAP based ERP Software in OPTCL and SLDC)*

1. Please note that this tender shall be processed online.
2. Before participating bidders are requested to go through instructions carefully and submit their bid/offer in e-Bidding portal as well as in hard copy also, as required by OPTCL.
3. User manual and instruction documents are available in <http://www.tenderwizard.com/OPTCL>
4. Bidder must have a valid Digital Signature. Digital Signing Certificate and Digital Encryption Certificate can be obtained from any recognized digital signature issuing authority for participation in this tender. Bidder shall intimate in advance regarding details of digital signature issuing authority for ensuring the reliability of the same.
5. Bidder must have a valid User ID and Password. For obtaining the same, Bidder has to submit online registration form through e-bidding portal. User ID and Password will be sent on their registered e-mail ID mentioned in the form.
6. Please note that e-mail are system generated, hence bidders are requested to provide valid e-mail id and should regularly check their inbox / junk / spam of their e- mail id.
7. OPTCL shall not be responsible for non-supporting system, issues in internet connection, mal-functioning of associated hardware or software, etc. while submitting their offer. No extension in time shall be granted on any of such grounds. It is strongly recommended not to wait till last minute for submission of bid, as any untoward internet / technical incident may disrupt the bid submission.
8. The tender document can be downloaded from our website <http://www.tenderwizard.com/OPTCL>.
9. Please note that Price Bids are accepted only through online procedure. Rates in Price Bid should be quoted online in item tab in e-bidding System only (e-bidding portal).
10. Please note that hard copy of price bid should NOT be submitted offline. Also, scanned copy of price bid should NOT be uploaded / attached in e-bid portal.
11. Once the rates are filled in the specified fields and are locked, no change on any ground whatsoever will be accepted.
12. After dead line, no alteration in the rates will be allowed by the system. However, in case of extension of due date of opening of the tender, the bidders shall be allowed to submit revised bid in the system.
13. It is mandatory to submit following in e-bidding portal: -
  - a) Online payment of tender fee;
  - b) Upload duly filled, signed, stamped & scanned copy of all the schedules as per tender document, except the TECHNO-COMMERCIAL BID SHEET and PRICE BID SHEET.
  - c) Online filling of the TECHNO-COMMERCIAL BID SHEET and PRICE BID SHEET.
14. Tender shall be opened in the scheduled time as notified. If the due date of opening / submission of tender documents is declared a holiday by the Govt. or Local Administration, it will be automatically shifted to next working day for which no prior intimation shall be given. Tender opening shall be continued on subsequent days.
15. In case the opening of all tenders could not be opened on the scheduled time as notified, because of the technical constraints of system on the day of opening, it may be noted that the due date of opening / time may be altered / extended, if so desired by OPTCL, without assigning any reason. However, intimation shall be made available on company's tender portal / bidder's e-mail (if participation shown). Bidders are therefore requested to keep track of the same.

## Appendix J – Price Bid Format

(To be filled up by the tenderer as indicated in the excel sheet)

- a. The tenderer should fill up the schedule properly and in full in Excel file of e- tender mode. The tenderer should fill up the schedule properly and in full. The tender will be rejected, if the schedule of price is submitted in incomplete form. No post tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at sub-station site.
- b. The Tenderer shall give an undertaking in part-I of the bid that, any implication of lower Tax and Input Tax Credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST Laws while quoting the tender price.
- c. **Conditional offers will not be acceptable.**

### H1: Grand Summary of Costs

S. No.	Components	Total Amount (in INR)	GST Amount (In INR)	Total Price (In INR) including GST
<b>A</b>	<b>SAP ERP Implementation</b>			
A.1	Documentation			
A.2	Configuration			
A.3	Customization			
A.4	Development			
A.5	Quality Testing			
A.6	Deployment			
<b>B</b>	<b>SAP based ERP Training</b>			
B.1	SI training from SAP certified trainers (Technical and Functional)			
B.2	ERP end user training & Change management sessions (Module wise Hands-on Training, Training Documentation, Training Videos etc.)			
	<b>SUB-TOTAL (A+B)</b>			
<b>C</b>	<b>Support &amp; Maintenance (AMC) (ERP Application)</b>			
c.1	Support & Maintenance (AMC) for Year 1			
C.2	Support & Maintenance (AMC) for Year 2			
C.3	Support & Maintenance (AMC) for Year 3			
	<b>SUB-TOTAL (C)</b>			
	<b>GRAND TOTAL (In RS)</b>			
	<b>GRAND TOTAL (In word)</b>			

## H2: ERP Implementation Cost

SAP Module Name: <Module Name---Module 1>						
S. No.	Description	Total Man-Day required	Man-Day Cost	GST Rate (%)	GST Amount (INR)	Total Price (in INR)
1	2	3	4	5	(6) = 3x4x5	(7) = 3x4+6
A	<b>SAP ERP Implementation</b>					
A.1	Documentation					
A.2	Configuration					
A.3	Customization					
A.4	Development					
A.5	Quality Testing					
A.6	Deployment					
B	<b>SAP based ERP Training</b>					
B.1	SI training from SAP certified trainers (Technical and Functional)					
B.2	ERP end user training & Change management sessions (Module wise Hands-on Training, Training Documentation, Training Videos etc.)					
C	Other overhead Cost					
	<b>Total Module Implementation Cost</b>					

SAP Module Name: <Module Name---Module n>

## H3: Annual Maintenance Support (ERP Application)

S. No.	Description	Price / Year (In INR)	GST Rate (%)	GST Amount	Total Price (In INR) Incl. GST
1	2	3	4	(5) = 3 x 4	(6) = 3+5
1	Support & Maintenance (AMC) for Year 1				
2	Support & Maintenance (AMC) for Year 2				
3	Support & Maintenance (AMC) for Year 3				
	Total (1 + 2 + 3)				