BIDDING DOCUMENT

Issued on: 05-May-2020

for the

Procurement of

Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA

IFB No: *IN-IREDA-145100-GO-RFB*

Project: *Migration of Axapta 2009 ERP to Microsoft Dynamics 365*

Purchaser: *Indian Renewable Energy Development Agency Limited, India*

Contents

Invitation for Bid (IFB)

05-May-2020

India

Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA

Notice Inviting Bids for the Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA

CTF Grant No. TF0A4639

Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA

IN-IREDA-145100-GO-RFB

1. This Invitation for Bids (IFB) follows the General Procurement Notice (GPN) for this project that appeared in UNDB online on 13.12.2016
2. The Indian Renewable Energy Development Agency Limited has received a grant from the **International Bank for Reconstruction and Development / International Development Association** toward the cost of Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA, and it intends to apply part of the proceeds of this to payments under the agreement(s) resulting from this IFB: *Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA*.
3. The Indian Renewable Energy Development Agency Limited (IREDA) serves as the implementing agency for the project and now invites sealed bids from eligible Bidders for Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA.
4. Bidding will be conducted using the National Competitive Bidding (NCB) procedures specified in the World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits, January 2011, Revised July 2014, and is open to all Bidders eligible as defined in these Guidelines, that meet the following minimum qualification criteria defined in **BDS entry for ITB Clause 6.1 (a)**].
5. Interested eligible Bidders may obtain further information from Indian Renewable Energy Development Agency Limited and inspect the bidding documents at the address given below from 09:30 AM to 05:30 PM on all business days**.** A pre-bid meeting which potential bidders may attend will be held as per the time and venue mentioned in BDS under ITB 10.2
6. Detailed Bidding documents can be obtained from IREDA website/online at – www.ireda.in and CPPP site https://eprocure.gov.in/eprocure/app

6.1 Accessing of Bid documents

a) Registration of Bidders on the e-tender portal https://eprocure.gov.in/eprocure/app and see "Bidders Manual Kit" for registration, system and Digital Signature Certificate (DSC) requirement etc. and access the portal in accordance with the procedures prescribed in the manual.

For any kind of technical help please connect with the helpdesk of NIC, contact details of whom are given on the e-Procurement portal.

b) Digital Certificate

Please Visit https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page for DSC Requirement

6.2 To participate in Bidding

a) Tender Document Fee: To Participate in bidding, bidder has to pay tender document fee (Non-refundable and exempted to MSME) of INR 5,000/- through DD in favour of "Indian Renewable Energy Development Agency Limited" payable at New Delhi or through NEFT/RTGS in IREDA's bank account, whose details are mentioned below:

Bank Name:	Union Bank of India
Account No:	352401010019017
IFSC:	UBIN0535249
Branch:	Lodhi Colony, New Delhi - 110003

b) Bid Security/ Earnest Money Deposit (EMD) (Exempted to MSME/Start-ups): INR 15,00,000 by DD/ Banker's Cheque in favour of "Indian Renewable Energy Development Agency limited" payable at New Delhi or by giving a bank guarantee for the same amount or through NEFT/RTGS in IREDA's bank account, whose details are mentioned below:

Bank Name:	Union Bank of India
Account No:	352401010019017
IFSC:	UBIN0535249
Branch:	Lodhi Colony, New Delhi - 110003.

The letter to be attached with EMD is given in Clause 1.2.6 of Section VII – Forms. If EMD is submitted in the form of Bank Guarantee, then signed authorization letter from the Bank is to be enclosed along with Bank Guarantee.

7. IREDA will adopt E-Tendering process for online submission of RFP Bid Submission. Bid response in any other format (physical copy) will not be accepted and the bid submitted otherwise will stand to be disqualified. Only Demand Draft/Banker's Cheque/Bank Guarantee towards Tender Fee/EMD can be submitted in hard copy.

   Bids must be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

Tenderer/Bidder are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app.

Not more than one tender shall be submitted by one tenderer/Bidder having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer who has downloaded the tender from the IREDA website and Central Public Procurement Portal (CPPP) website, shall not tamper/ modify the tender from including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing any business with IREDA.

Intending tenderers are advised to visit again IREDA website and CPPP website at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.

Bids must be submitted online on or before the time and date specified at ITB 2.1 (10-Jun-2020 12:00 PM). Date and time for opening of Technical bids is (10-Jun-2020 04:00 PM)

8. The attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that all software is either covered by a valid license or was produced by the Bidder and (ii) that violations are considered fraud, which can result in ineligibility to be awarded World Bank-financed contracts.

9. Fact Sheet

Item	Description
Method of Selection	The method of selection is Quality and Cost Based Selection (QCBS). The weights given to the Technical and Commercial Bids are: Technical = 70% and Commercial = 30%
Availability of RFP Documents	RFP Document can be obtained from IREDA Website/online at – www.ireda.in and CPPP site https://eprocure.gov.in/eprocure/app.
Date of RFP issuance	05-May-2020

Item	Description
Tender Document fee (Non-Refundable and Exempted to MSME/Start-ups)	INR 5000/- through DD in favour of “Indian Renewable Energy Development Agency Limited” payable at New Delhi or through NEFT/RTGS in IREDA’s bank account, whose details are mentioned below: Bank Name: Union Bank of India Account No: 352401010019017 IFSC: UBIN0535249 Branch: Lodhi Colony, New Delhi - 110003
Bid Security/ Earnest Money Deposit (EMD) (Exempted to MSME/Start-ups)	INR 15,00,000 by DD/ Banker’s Cheque in favour of “Indian Renewable Energy Development Agency limited” payable at New Delhi or by giving a bank guarantee for the same amount or through NEFT/RTGS in IREDA’s bank account, whose details are mentioned below: Bank Name: Union Bank of India Account No: 352401010019017 IFSC: UBIN0535249 Branch: Lodhi Colony, New Delhi - 110003 The letter to be attached with EMD is given in clause 1.2.6 in section VII – Forms. If EMD is submitted in the form of Bank Guarantee, then signed authorization letter from the Bank is to be enclosed along with Bank Guarantee.
Last date for Submission of Pre-Bid Queries	11-May-2020 05:00 PM All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: “<Bidder’s Name> - Pre-Bid queries for IREDA”. for implementation of Dynamics 365 ERP and associated systems The queries should be submitted as per the format prescribed in

Item	Description
	Annexure 1 in Section VII - Forms The Pre-Bid queries to be sent to the Email Id erpmigration@ireda.in
Pre-Bid Conference Time, Date, & Venue	Date & Time: 15-May-2020 11:00 AM Venue: Video Conferencing either through Microsoft Teams or Cisco WebEx A separate advisory with regards to video conferencing procedure and details shall be shared on or before 14-May-2020 through IREDA Website/CPP Portal
Issue of Clarifications/Corrigendum by IREDA (latest by)	26-May-2020 on IREDA Website/CPP Portal
Last date and time for Bid/Proposal submission (on or before)	10-Jun-2020 12:00 PM
Date and time for Opening of Technical Bids.	10-Jun-2020 04:00 PM
Language	Proposals should be submitted in English only.
Bid Validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bid.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication, seeking clarifications & submission of Proposal	Addl. General Manager (IT/TS) Indian Renewable Energy Development Agency Limited (IREDA) 3rd Floor, August Kranti Bhawan Bhikaji Cama Place New Delhi - 11 00 66 Tel: +91 (011) 26717400-12 Fax: +91 (011) 26717416 E-mail: erpmigration@ireda.in

S.No	Stage of Evaluation	Execution of Process	Reference in RFP
1	Submission of Bids	Online through E-Procurement Portal	Section II. Bid Data Sheet (BDS), Clause ITB - 19
2	Opening of Technical Bids	Online through E-Procurement Portal	Section VI. Technical Requirements, Clause – 2.8.1
3	Preliminary Examination of Bids	By Evaluation Committee (Offline)	Section VI. Technical Requirements, Clause – 2.8.2
4	Clarification on bids, if needed	By Evaluation Committee (Offline)	Section VI. Technical Requirements, Clause – 2.8.3
5	Technical Evaluation of Bid by Evaluation Committee	By Evaluation Committee (Offline)	Section VI. Technical Requirements, Clause – 2.8.4
6	Assigning Technical Score to each bid as per Technical Evaluation Framework	By Evaluation Committee (Offline)	Section VI. Technical Requirements, Clause – 2.8.4.2.1
7	Opening of Commercial Bid (Price bid) for Technically Qualified Bidders	Online through E-Procurement Portal	Section VI. Technical Requirements, Clause – 2.8.4.3
8	NPV Discounting of Price Bid as per G-Sec Rate for 5 years	By Evaluation Committee (Offline)	Section VI. Technical Requirements, Clause – 2.8.4.3
9	Assigning Commercial Score to each bid as per commercial evaluation criteria	By Evaluation Committee (Offline)	Section VI. Technical Requirements, Clause – 2.8.4.3
10	Final Score Calculation through QCBS	By Evaluation Committee (Offline)	Section VI. Technical Requirements, Clause – 2.8.4.4
11	Notification of Successful Bidder	Online through E-Procurement Portal	Section I: Instruction to Bidders, Clause - 35

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

Table of Contents

Instructions to Bidders

A. General

1. Scope of Bid and Bidding Process

1.1 The Purchaser named in the BDS and the SCC for GCC Clause 1.1 (b) (i), or its duly authorized Purchasing Agent if so **specified in the BDS** (interchangeably referred to as "the Purchaser" in these Bidding Documents), invites bids for the supply and installation of the Information System (IS), as briefly **described in the BDS** and specified in greater detail in these Bidding Documents.

1.2 The title and identification number of the Invitation for Bids (IFB) and resulting Contract(s) are **provided in the BDS.**

1.3 Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.

1.4 If the BDS so provides, alternative procedures forming part or all of what is commonly known as e-Tendering are available to the extent **specified in, or referred to by, the BDS.**

2. Source of Funds

2.1 The **Borrower named in the BDS** has applied for or received a loan or credit (as identified in the BDS, and called a "loan" in these Bidding Documents) from the International Bank for Reconstruction and Development or the International Development Association (called "the Bank" in these Bidding Documents) equivalent to the amount indicated in the BDS toward the cost of the Project specified in the BDS. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the Contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower, or the Borrower's executing agency, and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

3. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[1] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[2] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[3] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[4] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[5] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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[1] In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

[2] "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[3] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[4] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

[5] A "party" refers to a participant in the procurement process or contract execution.

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) 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, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 9.8 and Clause 41.2 of the General Conditions of Contract.

3.3 Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

3.4 By signing the Bid Submission Form, the Bidder represents that it either is the owner of the Intellectual Property Rights 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, Intellectual Property Rights shall be as defined in GCC Clause 1.1 (c) (xvii). Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 3.1 through 3.4 above, without prejudice of other remedies that the Purchaser may take.

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section III, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

4.2 If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, only those Bidders may participate that had been prequalified and continue to meet the eligibility criteria of this Clause. A prequalified Joint Venture may not change partners or its structure when submitting a bid.

4.3 A firm may be excluded from bidding if:

(a) it was engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, or other documents to be used for the procurement of the Information System described in these Bidding Documents; or

(b) it is a government-owned enterprise in the Borrower's country, unless it can establish that it (i) is legally and financially autonomous and (ii) operates under commercial law. No dependent agency of the Borrower or Sub-Borrower shall be permitted to bid.

4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.

4.5 A firm or individual is or will be disqualified from participation in this bidding if, at any time from advertisement of the bidding until and including contract award, the firm or individual is under:

(a) a suspension by the Purchaser agreed by the Bank as a result of execution of a Bid-Securing Declaration pursuant to ITB Clause 17.6 in another Bank-financed procurement, or under a suspension by the Purchaser for other reasons that have been agreed by the Bank; or

(b) a declaration of ineligibility by the Bank in accordance with ITB Clause 3.1 (d). The list of individuals and firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr/, or

(c) a sanction imposed by the United Nations Security Council, as mentioned in ITB Clause 2.2.

4.6 A firm or other entity that is ineligible according to any of the above provisions of this Clause, may also not participate as a Joint Venture partner, or as Subcontractor for or supplier of goods, works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Services

5.1 For the purposes of these Bidding Documents, the Information System means all:

(a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "the Goods" in some clauses of the ITB); and

(b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.

5.2 Funds from Bank loans are disbursed only for expenditures for an Information System made up of goods and services provided by nationals of, and produced in or supplied from, eligible source countries as defined in Section III, Eligible Countries. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.3 For purposes of this clause, the nationality of the Bidder is distinct from the country in which the Information System and its goods components are produced or from which the related services are supplied.

6. Qualifications of the Bidder

6.1 By submission of documentary evidence in its bid, the Bidder must establish to the Purchaser's satisfaction:

(a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria **specified in the BDS,** and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;

(For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)

(b) that, in the case of a Bidder offering to supply key goods components of the Information System, as **identified in the BDS,** that the Bidder does not itself produce, the Bidder is duly authorized by the producer to supply those components in the Purchaser's country under the Contract(s) that may result from this bidding; (This will be accomplished by including Manufacturer's Authorizations in the bid, based on the sample found in Section VII.)

(c) that, if a Bidder proposes Subcontractors for key services if and as **identified in the BDS,** these Subcontractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding; and

(d) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the Contract) represented by an Agent in that country who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the General and Special Conditions of Contract, and/or Technical Requirements.

6.2 Bids submitted by a Joint Venture of two or more firms as partners shall also comply with the following requirements:

(a) the bid shall be signed so as to be legally binding on all partners;

(b) one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

(c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;

(d) the partner or combination of partners that is responsible for a specific component of the Information System must meet the relevant minimum qualification criteria for that component;

(e) a firm may submit bids either as a single Bidder on its own, or as partner in one, and only one, Joint Venture. If, as a result of the bid opening pursuant to ITB Clause 24, this requirement is not met, all bids involving the firm as a single Bidder or Joint Venture partner will be disqualified;

(f) all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under ITB Clause 6.2 (b) above, in the bid as well as in the Contract (in case of a successful bid).

6.3 If a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the name and nationality of the proposed Subcontractor for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the Information System to be provided by the Subcontractor comply with the requirements of ITB Clause 5 and the related evidence required by ITB Clause 13.1 (e) (iii) is submitted. Bidders are free to list more than one Subcontractor against each item. Quoted rates and prices will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. The Purchaser reserves the right to delete any proposed Subcontractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Subcontractors from Appendix 3 to the Contract Agreement, which shall list the approved Subcontractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC Clause 20 (as revised in the SCC, if applicable) and Appendix 3 to the Contract Agreement.

For the purposes of these Bidding Documents, a Subcontractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Information System to be provided by the Bidder under the Contract (such as the supply of major hardware, software, or other components of the required Information Technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.).

6.4 A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. If the BDS for ITB Clause 6.1 (a) allows the qualification of Subcontractors nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Subcontractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture. The same will normally apply to firms that have provided Subcontractor agreements for certain services pursuant to ITB Clause 6.1 (c). Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture. As long as in compliance with these provisions, or as long as unaffected by them due to not participating as Bidder or as partner in a Joint Venture, a firm may be proposed as a Subcontractor in any number of bids. If the BDS for ITB 28.1 permits the submission of bids for Subsystems, lots, or slices, then the provisions of this Clause 6.4 apply only to bids for the same Subsystem(s), lot(s), or slice(s);

7. Cost of Bidding

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

8. Site Visit

8.1 The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

8.2 The Purchaser will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Purchaser adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Purchaser may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 10.2. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

8.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

B. THE BIDDING DOCUMENTS

9. Content of Bidding Documents

9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Technical Requirements (including Implementation

	Schedule)
Section VII	Sample Forms

9.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

9.3 The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

10. Clarification of Bidding Documents and Pre-bid Meeting

10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address and by one of the means **indicated in the BDS.** Similarly, if a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised as soon as possible. The Purchaser will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than twenty-one (21) days prior to the deadline for submission of bids prescribed by the Purchaser. Copies of the Purchaser's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Purchaser.

10.2 When **specified in the BDS,** the Purchaser will organize and Bidders are welcome to attend a pre-bid meeting at the time and place **indicated in the BDS**. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested to submit any questions in writing to reach the Purchaser not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 10.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Purchaser. Any modification to the Bidding Documents listed in ITB Clause 9.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Purchaser exclusively by issuing an Addendum pursuant to ITB Clause 11 and not through the minutes of the pre-bid meeting.

11. Amendment of Bidding Documents

11.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.

11.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Purchaser. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.

11.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, in which case, the Purchaser will notify all Bidders in writing of the extended deadline.

C. PREPARATION OF BIDS

12. Language of Bid

12.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Purchaser shall be written in the **language specified in the BDS,** or, if the BDS so provides, in either one of two languages specified there. Any printed literature furnished by the Bidder as part of its bid may be in a language not specified in the BDS, as long as such literature is accompanied by a translation of its pertinent passages into the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.

13. Documents Comprising the Bid

13.1 (Refer Section VI – Technical Requirements, Clause 2.1 – Contents of Bid) The bid submitted by the Bidder shall comprise:

(a) Bid Submission Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;

(b) all Price Schedules duly completed in accordance with ITB Clauses 14, 15, and 18 and signed by a person or persons duly authorized to bind the Bidder to the Contract;

(c) if required, Bid-securing Declaration or Bid Security furnished in accordance with ITB Clause 17;

(d) written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with ITB Clause 19.2;

(e) Attachments:

(i) Attachment 1: Bidder's Eligibility

In the absence of prequalification, documents establishing to the Purchaser's satisfaction the Bidder's eligibility to bid, including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;

(ii) Attachment 2: Bidder's Qualifications

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Clause 6.1 (a), the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;

Any Manufacturer's Authorizations and Subcontractor agreements specified as required in the BDS for ITB Clauses 6.1 (b) and 6.1 (c);

(iii) Attachment 3: Eligibility of Goods and Services

Documents establishing, to the Purchaser's satisfaction, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder are eligible Goods and Services as defined under ITB Clause 5. If awarded the Contract, the Bidder shall submit for such components of the Information System evidence of eligibility, which shall be confirmed by a certificate of origin issued at the time of shipment;

(iv) Attachment 4: Conformity of the Information System to the Bidding Documents

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 16, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder conform to the Bidding Documents;

(v) Attachment 5: Proposed Subcontractors

A list of all major items of Goods or Services that the Bidder proposes to purchase or subcontract from others, and the name and nationality of the proposed Subcontractor, including vendors, for each of those items;

(vi) Attachment 6: Intellectual Property

A list of:

(1) all Software included in the Bidder's bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):

(A) System, General Purpose, and Application Software; and

(B) Standard and Custom Software.

(2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bidder's bid.

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c).

Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the System).

14. Bid Prices (Refer Section VI – Technical Requirements, Clause 2.2.3 – Commercial Bid Format)

14.1 All Goods and Services identified in the Supply and Installation Cost Sub-Table and the Recurrent Cost Sub-Table in Section VII (Forms 2.5 and 2.6), and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section VII for the various cost tables, in the manner specified below.

14.2 The price of items that the Bidder has left blank in the cost tables provided in Section VII shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during evaluation in accordance with ITB Clause 28.6 (c) (iii).

14.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VI, and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.

14.4 The prices for Goods components of the System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms **specified in the BDS,** and quoted in the appropriate columns of the cost tables of Section VII as follows:

(a) Goods supplied from outside the Purchaser's country:

Unless otherwise **specified in the BDS**, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Purchaser's country. The named place of destination and special instructions for the contract of carriage are as **specified in the BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.

(b) Locally supplied Goods:

Unit prices of Goods offered from within the Purchaser's Country, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded.

(c) Inland transportation:

Unless otherwise **stated in the BDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB Clause 14.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITB Clause 14.4 (a) specifies CIP, and the named places of destination are the Project Sites.

14.5 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices), separated into their local and foreign currency components. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded. Unless otherwise **specified in the BDS,** the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Bidding Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

14.6 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in SCC Clause 29.4

and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xii), shall be quoted as Service prices in accordance with ITB Clause 14.5 on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals. Recurrent costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the System and, if appropriate, of the Bidder's own allowance for price increases.

14.7 Unless otherwise **specified in the BDS,** prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

15. Bid Currencies

15.1 Prices shall be quoted in the following currencies:

(a) The Bidder may quote its prices for all Information Technologies, associated Goods, and Services to be supplied from outside the Purchaser's Country in the currencies of countries eligible according to Section III. If the Bidder wishes to be paid in a combination of different currencies, it must quote unit prices accordingly, but no more than three foreign currencies may be used.

(b) Unless otherwise **specified in the BDS,** the Bidder shall express its prices for such Information Technologies, associated Goods, and Services to be supplied locally (i.e., from within the Purchaser's Country) in the currency of the Purchaser's Country.

16. Documents Establishing the Conformity of the Information System to the Bidding Documents

16.1 Pursuant to ITB Clause 13.1 (e) (iv), the Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the Information System that the Bidder proposes to supply and install under the Contract.

16.2 The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:

(a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VI) and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;

(b) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;

(c) a Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics **specified in the**

BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Purchaser and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;

(d) a written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the Bidding Documents.

16.3 For purposes of the commentary to be furnished pursuant to ITB Clause 16.2 (b), the Bidder shall note that references to brand names or model numbers or national or proprietary standards designated by the Purchaser in its Technical Requirements are intended to be descriptive and not restrictive. Except where explicitly **prohibited in the BDS** for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Purchaser's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

17. Securing the Bid

17.1 The BDS for this Clause specifies whether bids must be secured, and if so, whether by a Bid-Securing Declaration or by a Bid Security. If a Bid Security is required or optional, the **BDS also specifies the amount.**

17.2 Securing the bids shall be substantially in accordance with the related sample forms included in Section VII or other forms approved by the Purchaser prior to bid submission. Bids must remain secured for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2. In case of a Bid Security, it shall also:

(a) at the Bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

(b) be issued by a reputable institution selected by the Bidder and located in any eligible country; if the institution issuing the security is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make the security enforceable;

(c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 17.6 is/are invoked;

(d) be submitted in its original form; copies will not be accepted.

17.3 The Bid-Securing Declaration or the Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid-Securing Declaration pursuant to ITB Clause 17.6 will apply to all partners to the Joint Venture.

17.4 If a Bid-Securing Declaration or Bid Security is required in accordance with ITB Clause 17.1, any bid not accompanied by a substantially acceptable Bid-Securing Declaration or Bid Security in accordance with ITB Clauses 17.2 and 17.3, shall be rejected by the Purchaser as non-responsive.

17.5 Unless executed or forfeited pursuant to ITB Clause 17.6, Bid-Securing Declarations, if any, will expire for, or Bid Securities, if any, will be returned as promptly as possible to,

(a) all Bidders upon annulment of the bidding pursuant to ITB Clause 34;

(b) Bidders refusing a request to extend the period of validity of their bids pursuant to ITB Clause 18.2;

(c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required;

(d) the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

17.6 The Bid-Securing Declaration, if any, may be executed, or the Bid Security, if any, may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form or any extension of validity the Bidder has agreed to pursuant to ITB Clause 18.2; or

(b) in the case of the successful Bidder, if the Bidder fails to:

(i) sign the Contract Agreement in accordance with ITB Clause 36; or

(ii) furnish the Performance Security in accordance with ITB Clause 37.

17.7 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 36; or furnish a performance security in accordance with ITB 37;

the Borrower may**, if provided for in the BDS,** declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

18. Period of Validity of Bids

18.1 Bids shall remain valid, at a minimum, for the period **specified in the BDS** after the deadline date for bid submission prescribed by the Purchaser, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. For the convenience of Bidders, the BDS spells out the minimal original expiration dates for the validity of the bid and, if applicable pursuant to ITB Clause 17.1, for securing the bid. However, Bidders are responsible for adjusting the dates in the BDS in accordance with any extensions to the deadline date of bid submission pursuant to ITB Clause 21.2.

18.2 In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to ITB Clause 17.2.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

19. Format and Signing of Bid (Refer Point 7 of 'Invitation for Bids' for E-Tendering Process)

19.1 The Bidder shall prepare an original and the number of copies/sets of the bid **specified in the BDS,** clearly marking each one as "ORIGINAL BID," "COPY NO. 1," "COPY NO. 2," etc., as appropriate. In the event of any discrepancy between them, the original shall govern.

19.2 The original and all copies of the bid, each consisting of the documents listed in ITB Clause 13.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 13.1 (d). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

19.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

19.4 The Bidder shall furnish in the Bid Submission Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Bidder be successful.

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids (Refer Point 7 of 'Invitation for Bids' for E-Tendering Process)

20.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. *[number]*." The envelopes shall then be sealed in an outer envelope.

20.2 The inner and outer envelopes shall

(a) be addressed to the Purchaser at the address **given in the BDS,** and

(b) bear the loan/Project name indicated in the BDS for ITB

Clause 2.1, the Invitation for Bids title and number, and the Contract name(s), as indicated in the BDS for ITB Clause 1.2, and the statement "DO NOT OPEN BEFORE *[time and date]*," to be completed with the time and date specified in the BDS for ITB Clause 24.1.

20.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."

20.4 If the outer envelope is not sealed and marked as required by ITB Clause 20.2 above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. If the outer envelope discloses the Bidder's identity, the Purchaser will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Purchaser at the address specified in the BDS for ITB Clause 20.2 no later than the time and date **stated in the BDS.**

21.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Clause 11.3, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.

22. Late Bids

22.1 Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser in the BDS for ITB Clause 21, will be rejected and returned unopened to the Bidder.

23. Withdrawal, Substitution, and Modification of Bids

23.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Purchaser prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 19.2.

23.2 All notices of withdrawal, substitution, or modification shall

(a) be addressed to the Purchaser at the address named in the BDS for ITB Clause 20.2 (a), and

(b) bear the Contract name, the IFB Title and IFB Number, and the words "BID WITHDRAWAL NOTICE", BID SUBSTITUTION NOTICE", or "BID MODIFICATION NOTICE".

23.3 A notice may also be sent by electronic means such as fax or e-mail, but in this case must include a scan of the mailing receipt showing both the sender's and receiver's addresses for the signed hardcopy of the notice, and a scan of the power of attorney.

23.4 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

23.5 The substitution or modification of the bid shall be prepared, sealed, marked, and dispatched as follows:

(a) The Bidders shall provide an original and the number of copies specified in the BDS for ITB Clause 19.1 of any substitution or modification to its bid, clearly identified as such, in two inner envelopes duly marked "BID SUBSTITUTION -- ORIGINAL" or "BID MODIFICATION -- ORIGINAL" and "BID SUBSTITUTION -- COPIES" or "BID MODIFICATION -- COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID SUBSTITUTION" or "BID MODIFICATION".

(b) Other provisions concerning the marking and dispatch of a bid substitution or modification shall be in accordance with ITB Clauses 20.2, 20.3, and 20.4.

23.6 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the execution of the Bid-Securing Declaration, if any, or forfeiture of the Bid Security, if any, pursuant to ITB Clause 17.6.

E. BID OPENING AND EVALUATION

24. Opening of Bids by Purchaser (Refer Section VI – Technical Requirements, Clause 2.8.1)

24.1 The Purchaser will open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place **specified in the BDS**. Bidders' representatives shall sign a register as proof of their attendance.

24.2 First, envelopes marked "BID WITHDRAWAL NOTICE" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "BID SUBSTITUTION NOTICE" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "BID MODIFICATION NOTICE" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

24.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total bid price including any unconditional discounts, and, if applicable, the prices and unconditional discounts for Subsystems, lots, or slices; the presence or absence of a Bid-Securing Declaration or a Bid Security if one was required; any conditional discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits such discounts to be considered in the bid evaluation; and any other such details as the Purchaser may consider appropriate.

24.4 Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with ITB Clause 24.2, will promptly be returned, unopened, to their Bidders.

24.5 The Purchaser will prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Clause 24.3. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

25. Clarification of Bids

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

26. Preliminary Examination of Bids

26.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder, and in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the prequalification.

26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal 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 or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Purchaser. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected.

26.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.4 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Information System; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

26.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself.

27. Conversion to Single Currency

27.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in various currencies and amounts into a single currency **specified in the BDS**, using the selling exchange rate established by the source and on the date also **specified in the BDS.**

28. Evaluation and Comparison of Bids (Refer Section VI – Technical Requirements, Clause 2.8.4)

28.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26. The evaluation will be performed assuming either that:

(a) the Contract will be awarded to the lowest evaluated Bidder for the entire Information System; or

(b) if **specified in the BDS,** Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose bids result in the lowest combined evaluated price for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in bids. However, such discounts will only be considered in the price evaluation if so **confirmed in the BDS.**

28.2 To be considered for Contract award, Bidders must have submitted bids

(a) for which detailed bid evaluation using the same standards for compliance determination as listed in ITB Clauses 26.3 and 26.4 confirms that the bids are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in, substantially, the full required quantities for the entire Information System or, if allowed in the BDS for ITB Clause 28.1, the individual Subsystem, lot or slice bid on; and

(b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Purchaser may require, pursuant to ITB Clause 31.2.

28.3 The Purchaser's evaluation of a bid will be made on the basis of prices quoted in accordance with ITB Clause 14 (Bid Prices).

28.4 If **indicated by the BDS,** the Purchaser's evaluation of responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the bid

T_{high} = the Technical Score achieved by the bid that was scored highest among all responsive bids

X = weight for the Price as **specified in the BDS**

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB Clause 31 (Postqualification).

28.5 If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid in accordance with the criteria set forth below.

(a) The technical features to be evaluated are generally defined below and specifically **identified in the BDS:**

(i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the Information System.

(ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System.

(iii) The quality of the Bidder’s Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section VI (Technical Requirements) or proposed by the Bidder based on the Bidder’s experience.

(b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically **identified in the BDS**, namely:

(i) The technical features that reflect how well the Information System meets the Purchaser’s Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the Information System).

(ii) The technical features that reflect how well the Information System meets the System’s Functional Performance Standards.

(iii) The technical features that reflect how well the Information System meets the General Technical Requirements for hardware, network and communications, Software, and Services.

(c) As **specified in the BDS,** each category will be given a weight and within each category each feature may also be given a weight.

(d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.

(e) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^{k} t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for feature "i" in category "j"

w_{ji} = the weight of feature "i" in category "j"

k = the number of scored features in category "j"

and $\sum_{i=1}^{k} w_{ji} = 1$

(f) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:

$$T \equiv \sum_{j=1}^{n} S_j * W_j$$

where:

S_j = the Category Technical Score of category "j"

W_j = the weight of category "j" as **specified in the BDS**

n = the number of categories

and $\sum_{j=1}^{n} W_j = 1$

28.6 The Evaluated Bid Price (C) for each responsive bid will be determined as the sum of the Adjusted Supply and Installation Costs (P) plus the Recurrent Costs (R);

where the Adjusted Supply and Installation Costs (P) are determined as:

(a) The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Purchaser's Country, in accordance with ITB 14.4; plus

(b) The total price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB 14.5;

(c) with adjustments for:

(i) Deviations proposed to the Implementation Schedule in the Technical Requirements resulting in delayed completion of the entire Information System, if **permitted in the BDS** and provided they do not exceed the maximum permissible delay period **specified in the BDS.** For evaluation purposes, a pro rata increase of the total Supply and Installation Costs will be added using the percentage(s) **specified in the BDS** for each week of delay. Bids offering deliveries beyond the maximum permissible delay specified may be rejected.

(ii) Deviations taken to the Contract payment schedule specified in the SCC. If deviations are **permitted in the BDS**, for evaluation purposes the total Supply and Installation Costs will be increased pro rata by the amount of interest that could otherwise be earned on the amount of any payments that would fall due under the proposed schedule earlier than the schedule stipulated in the SCC, at the interest rate **specified in the BDS.**

(iii) Goods and Services that are required for the Information System but have been left out or are necessary to correct minor deviations of the bid will be added to the total Supply and Installation Costs using costs taken from the highest prices from other responsive bids for the same Goods and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.

(iv) Corrections to errors in arithmetic, in accordance with ITB Clause 26.2.

(v) Any discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits the consideration of discounts in the price evaluation.

(d) The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

$$R \equiv \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$$

where

N = number of years of the Warranty Period, defined in SCC Clause 29.4

M = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii)

x = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.

R_x = total Recurrent Costs for year "x," as recorded in the Recurrent Cost Sub-Table.

I = discount rate to be used for the Net Present Value calculation, as **specified in the BDS.**

29. Domestic Preference

29.1 No margin of domestic preference will apply.

30. Contacting the Purchaser

30.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

30.2 If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, its bid may be rejected.

F. Postqualification and Award of Contract

31. Post-qualification

31.1 The Purchaser will determine at its own cost and to its satisfaction whether the Bidder (including Joint Venture Partners, and any Subcontractors for which the BDS for ITB Clause 6.1 (a) permits that their qualifications count towards the required Bidder qualifications) that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with ITB Clause 6. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.

31.2 Pursuant to ITB Clauses 6 and 16, and as additionally may be **specified in the BDS**, the determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management, and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualifications, as well as other information the Purchaser deems necessary and appropriate. This determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures. If so **specified in the BDS,** at the time of postqualification the Purchaser may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements.

31.3 An affirmative postqualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

32. Award Criteria (Refer Section VI – Technical Requirements, Clause 2.8.4.4)

32.1 Subject to ITB Clause 34, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Evaluated Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.

33. Purchaser's Right to Vary Quantities at Time of Award

33.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) **indicated in the BDS,** any of the following:

(a) the quantity of substantially identical Subsystems; or

(b) the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or

(c) the quantity of Installation or other Services to be performed,

from that originally specified in the Technical Requirements (as amended by any Addenda issued pursuant to ITB Clause 11), without any change in unit prices or other terms and conditions.

34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

34.1 The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

35. Notification of Award

35.1 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.

35.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

35.3 The Purchaser shall promptly publish in UNDB online and in dgMarket the results, identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name, evaluated price and, if the bidding conditions included scoring for technical quality, the technical score of each bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may make a request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

35.4 Upon the successful Bidder furnishing the signed Contract Agreement and the Performance Security pursuant to ITB Clause 37, the Purchaser will promptly notify each unsuccessful Bidder, and will discharge all remaining Bid Securities, if any, as provided in ITB Clause 17.5 (c) and (d).

36. Signing of Contract

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

36.2 As soon as practically possible, but no more than twenty-eight (28) days following receipt of the Contract Agreement, the successful Bidder shall sign and date it, and return it to the Purchaser.

37. Performance Security

37.1 As soon as practically possible, but no more than twenty-eight (28) days following receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using the Performance Security form provided in the Bidding Documents or another form acceptable to the Purchaser.

37.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 36 or ITB Clause 37.1 shall constitute sufficient grounds for the annulment of the award and, if and as applicable, execution of the Bid-Securing Declaration or forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

38. Adjudicator

38.1 Unless otherwise **stated in the BDS**, the Purchaser proposes that the person named in the BDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 6. In this case, a résumé of the named person is **attached to the BDS.** The proposed hourly fee for the Adjudicator is **specified in the BDS.** The expenses that would be considered reimbursable to the Adjudicator are also **specified in the BDS.** If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Bid Submission Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated in the BDS happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated in the BDS and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 6.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

SECTION II. BID DATA SHEET (BDS)

BID DATA SHEET

A. GENERAL

ITB 1.1	**Name of Purchaser:** Indian Renewable Energy Development Agency Limited (IREDA) **Name of authorized Purchasing Agent:** None **Description of the System for which bids are invited:** Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA
ITB 1.2	**Title of IFB:** Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA **Number of IFB:** IN-IREDA-145100-GO-RFB **Name of resulting Contract(s):** Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA
ITB 1.4	**Alternative e-Tendering procedures:** No Alternative e-procurement procedures are available in this procurement. Bid will be submitted only through e- procurement
ITB 2.1	**Name of the Borrower:** Indian Renewable Energy Development Agency Limited **CTF Grant number:** TF0A4639 **Name of Project:** Migration of Axapta 2009 ERP to Microsoft Dynamics 365
ITB 6.1 (a)	Qualification requirements for Bidders are provided in clause 2.8.4 in Section VI- Technical Requirements
ITB 6.1 (b)	Manufacturer's Authorizations for Information Technologies - except for those technologies which the Bidder itself manufactures - are required for the following types/categories: All software and hardware proposed for the project

ITB 6.1 (c)	The bidder has to be a Single Implementation Partner (IP) as described below. **Sole Bidder** The Sole Bidder must be an Implementation Partner company which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot be a part of any consortium for this RFP **Sub-Contracting** The entire work has to be done by the bidder. However, some supplementary work may be sub-contracted after obtaining written consent from IREDA, provided the sub-contractor must fulfil the qualification criteria defined for the bidder. However, the sole bidder shall be liable and responsible for fulfilling the contractual obligations. Subcontractor and the area it will handle, should be declared as a part of proposal.
ITB 6.2	STANDS DELETED
ITB 6.4	Consortium or Joint ventures are not allowed

B. THE BIDDING DOCUMENTS

ITB 10.1	Name and address for communication and seeking clarification Addl. General Manager (IT/TS) Indian Renewable Energy Development Agency Limited 3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi- 110066 Tel: +91 (011) 26717400-12 Fax: +91 (011) 26717416 E-Mail: erpmigration@ireda.in
ITB 10.2	Date & Time: 15-May-2020 11:00 AM Venue: Video Conferencing either through Microsoft Teams or Cisco WebEx A separate advisory with regards to video conferencing procedure and details shall be shared on or before 14-May-2020 through IREDA Website/CPP PortalBidders are requested to submit any questions in writing to reach the Purchaser not later than 4 days before the

	meeting
ITB 11.2	Amendments will be provided in the form of Addenda to the Bidding Documents, which will be hosted on e-procurement portal as mentioned in fact sheet given in Point 9 of 'Invitation for Bids'. It is the responsibility of the bidder to check the e-procurement portal from time to time for any update. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.
ITB 11.3	In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids. Extension for the deadline of submission of bids, if any, will be hosted on e-procurement portal. No separate communication will be sent to the bidders with regard to extension of deadline for submission of bids.

C. PREPARATION OF BIDS

ITB 12.1	The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern
ITB 13	The bidder shall submit the bid in accordance to Clause 2.1 and 2.2 of Section VI Technical Requirements
ITB 14.1	Please refer to Commercial format for details regarding recurrent cost items.
ITB 14.4	Stands Deleted
ITB 14.4 (c)	The costs for the project should be strictly as per the Commercial Bid format provided.
ITB 14.5	The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices must include all taxes, duties, levies and fees whatsoever, except only GST or other

	indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded. The prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Bidding Documents
ITB 14.7	Prices quoted by the Bidder shall be Fixed
ITB 15.1 (b)	The currency to be used for quoting prices of the Goods and Services components of the System is Indian Rupees (INR)
ITB 16.2 (c)	In addition to the topics described in ITB Clause 16.2 (c), the Preliminary Project Plan must address the topics outlined in SCC and/or Technical Requirements:
ITB 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items: None
ITB 17.1	INR 15,00,000 by DD/ Banker's Cheque in favour of "Indian Renewable Energy Development Agency limited" payable at New Delhi or by giving a bank guarantee for the same amount or through NEFT/RTGS in IREDA's bank account, whose details are mentioned below: Bank Name: Union Bank of India Account No: 352401010019017 IFSC: UBIN0535249 Branch: Lodhi Colony, New Delhi - 110003 The letter to be attached with EMD is given in clause 1.2.6 in section VII Forms. If EMD is submitted in the form of Bank Guarantee, then signed authorization letter from the Bank is to be enclosed along with Bank Guarantee.

ITB 17.2	28 days to be read as 180 days
ITB 17.3	STANDS DELETED
ITB 17.7	If the Bidder incurs any of the actions prescribed in ITB Clause 17.7 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of 3 years.
ITB 18.1	The bid validity period shall be 180 (One Hundred and Eighty) days from the actual date of submission of bid.
ITB 19	IREDA will adopt E-Tendering process for online submission of RFP Bid Submission. Bid response in any other format (physical copy) will not be accepted and the bid submitted otherwise will stand to be disqualified The bidder shall submit the bid in accordance to Clause 2.1 and 2.2 of Section VI Technical Requirements
ITB 19.1	The bidder shall prepare the documents comprising the bid, and submit the bid online in two parts in two separate folders/envelopes, named. Part I - Technical Bid and Part II - Financial Bid. In addition, the bidder shall submit specified original documents to the Purchaser, in accordance with BDS under ITB 20.5
ITB 19.2	The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be uploaded along with the bid pursuant to ITB 13.1 (d). The name and position held by each person signing the authorization must be typed or printed below the signature.

D. Submission of Bids

ITB 20	**Submission of Online Bid (E-Tendering)** IREDA will adopt E-Tendering process for online submission of RFP Bid Submission. Bid response in any other format (physical copy) will not be accepted and the bid submitted otherwise will stand to be disqualified. **General Instructions for E Tendering Process** Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app Tenderer/Bidder are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-

	Procurement at https://eprocure.gov.in/eprocure/app Not more than one tender shall be submitted by one tenderer/Bidder having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection. Tenderer who has downloaded the tender from the IREDA website and Central Public Procurement Portal (CPPP) website, shall not tamper/ modify the tender from including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing any business with IREDA. Intending tenderers are advised to visit again IREDA website and CPPP website at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.
ITB 21.1	Deadline for bid submission is 10-Jun-2020 12:00 PM

E. Bid Opening and Evaluation

ITB 24.1	The Purchaser will open all bids (only Technical bids), including withdrawals, substitutions, and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place mentioned below. Bidders' representatives shall sign a register as proof of their attendance Time, date, and place for bid opening are: Date: 10-Jun-2020 Time: 04:00 PM Venue: Indian Renewable Energy Development Agency Ltd, 3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi 110066
ITB 24.2	The withdrawn bid will not be available in the system and therefore, it will not be read. Only the last modified bid shall be available in the system which shall be opened and read along with other bids. Only bids that are opened and read out at bid opening shall be considered further.
ITB 24.4	STANDS DELETED
ITB 24.5	STANDS DELETED
ITB 26.4	A bid shall be declared as substantially responsive only if the bid meets the criteria given in clause 2.8.4.1 in Section VI – Technical Requirements in

	addition to the other terms and conditions of this bid document. Bids confirming to the checklist in Section VII – Forms, Annexure 3 Clause 1.3.2 and other terms and conditions of this bid document, shall only be considered for further evaluation.
ITB 26.6	Bids which are determined to be substantially responsive will be scored following the scoring methodology specified in Clause 2.8.4 in Section VI – Technical Requirements
ITB 27	Financial Bids of only those bidders will be opened online, at the notified date, time & venue, who have qualified in Technical Bids. Bidders' designated representatives and anyone who chooses to attend the opening can witness it at the notified venue. Purchaser will prepare Minutes of the opening of Financial Bids, indicating the bidders' name, Bid prices and such other details as the Purchaser may consider appropriate. Bidders' representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. Any Bid price, which is not declared and recorded, will not be taken into account in Bid Evaluation.
ITB 28.1	In addition to ITB Clause 28.1, the purchaser will not accept any deviation in the implementation module specified in FRS
ITB 28.4	The bid evaluation will take into account technical factors in addition to cost factors. The weight of the Price ("X" multiplied by 100 in the Evaluated Bid Score formula) = 30% Details with respect to evaluation of bids in mentioned in Section VI - Technical Requirements Clause 2.8.4
ITB 28.5	The technical evaluation parameters and scoring scheme can be found in Section VI – Technical Requirements Clause 2.8.4
ITB 28.6 (c) (i)	The Purchaser will not accept deviations in the schedule of installation and commissioning specified in the Implementation Schedule.
ITB 28.6 (c) (ii)	The Purchaser will not accept deviations in the "Payment Milestones and SLAs" as defined under clause 5 of Section VI – Technical

	Requirements

F. POST-QUALIFICATION AND AWARD OF CONTRACT

ITB 31.2	Post qualification criteria and technical evaluation criteria laid down under Section VI – Technical Requirements will be applied while evaluating technical bids in order to determine whether a bidder qualifies for its financial bid being opened.
ITB 33.1	The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity by 10 Percent
ITB 36.2	Twenty-Eight (28) days to be read as Fifteen (15) days
ITB 38.1	the appointing authority for Adjudicator shall be Chairman and Managing Director of IREDA and the adjudicator shall be appointed as per the rules of the company.

Section III. Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement

As of September 2013

1. Eligible for this procurement are firms of, and goods manufactured in, all countries except countries, if any, listed in the following restrictions.

2. In accordance with para. 1.8 (a) of the Guidelines: Procurement under IBRD Loans and IDA Credits, firms of a Country or goods manufactured in a Country may be excluded if

   (i) as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the goods or works required, or

   (ii) by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

3. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

   With reference to paragraph (i) above: None

   With reference to paragraph (ii) above: None

SECTION IV. GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

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

(a) contract elements

(i) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

(ii) "Contract Documents" means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).

(iii) "Contract Agreement" means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Forms Section of the Bidding Documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

(iv) "GCC" means the General Conditions of Contract.

(v) "SCC" means the Special Conditions of Contract.

(vi) "Technical Requirements" means the Technical Requirements Section of the Bidding Documents.

(vii) "Implementation Schedule" means the Implementation Schedule Sub-section of the Technical Requirements.

viii) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

(ix) "Procurement Guidelines" refers to the edition **specified in the SCC** of the World Bank Guidelines: Procurement under IBRD Loans and IDA Credits.

(x) "Bidding Documents" refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the Bidding Documents reflect the Procurement Guidelines that the Purchaser is obligated to follow during procurement and administration of this Contract.

(b) entities

(i) "Purchaser" means the entity purchasing the Information System, as **specified in the SCC.**

(ii) "Project Manager" means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.

(iii) "Supplier" means the firm or Joint Venture whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(iv) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

(v) "Subcontractor" means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.

(vi) "Adjudicator" means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 6.1 (Adjudication).

(vii) "The World Bank" (also called "The Bank") means the International Bank for Reconstruction and Development (IBRD) or the International

Development Association (IDA).

(c) scope

(i) "Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.

(ii) "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.

(iii) "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.

(iv) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.

(v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.

(vi) "The Project Plan" means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's bid. The "Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2.

Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

(vii) "Software" means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.

(viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.

(ix) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General- Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

(x) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

(xi) "Standard Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

(xii) "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.

(xiii) "Source Code" means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

(xiv) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.

(xv) "Standard Materials" means all Materials not specified as Custom Materials.

(xvi) "Custom Materials" means Materials developed by the Supplier at the Purchaser's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.

(xvii) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(xviii) "Supplier's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

(d) activities

(i) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the current edition Incoterms specified in the Contract.

(ii) "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

(iii) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).

(iv) "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).

(v) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

(vi) "Operational Acceptance" means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).

(e) place and time

(i) "Purchaser's Country" is the **country named in the SCC.**

(ii) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

(iii) "Project Site(s)" means the place(s) **specified in the SCC** for the supply and installation of the System.

(iv) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Guidelines. (**Note:** The World Bank maintains a list of countries from which Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the Bank or its web site on procurement. A copy of the list is contained in the Section of the Bidding Documents entitled "Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement").

(v) "Day" means calendar day of the Gregorian Calendar.

(vi) "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser's Country.

(vii) "Month" means calendar month of the Gregorian Calendar.

(viii) "Year" means twelve (12) consecutive Months.

(ix) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).

(x) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as **specified in the SCC.**

(xi) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).

(xii) "The Post-Warranty Services Period" means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

(xiii) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1 Governing Language

3.1.1 All Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language **specified in the SCC,** and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

3.2 Singular and Plural

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

3.3 Headings

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

3.4 Persons

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

3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the current Incoterms ("Incoterms 2000" or a more recent version if and as published). Incoterms are the international rules for interpreting trade terms published by the International Chamber of Commerce, 38 Cours

Albert 1er, 75008 Paris, France.

3.6 Entire Agreement

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

3.7 Amendment

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

3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

3.9 Joint Venture

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

3.10 Nonwaiver

3.10.1 Subject to GCC Clause 3.10.2 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, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be 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.

3.11 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.

3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1 Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

4.1.3 Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4 Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5. Governing Law

5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country specified in the SCC.

6. Settlement of Disputes

6.1 Adjudication

6.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 6.2.1.

6.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

6.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.

6.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

6.2 Arbitration

6.2.1 If

(a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 6.1.2, or

(b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 6.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or

(c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 6.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

then either the Purchaser or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

6.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

6.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System

7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.

7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.

7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC,** including the relevant terms, characteristics, and timings.

8. Time for Commencement and Operational Acceptance

8.1 The Supplier shall commence work on the System within the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) within the time **specified in the SCC** and in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9. Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC Clause 41.2.

9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.

9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.

9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).

9.8 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Sub-Clause 41.2.1(c), which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 9.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines)

9.9 Other Supplier responsibilities, if any, are as **stated in the SCC.**

10. Purchaser's Responsibilities

10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).

10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.

10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.

10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.

10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.

10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.

10.12 Other Purchaser responsibilities, if any, are **as stated in the**

SCC.

C. PAYMENT

11. Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

11.2 The Contract Price shall be a firm lump sum not subject to any alteration, except:

(a) in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;

(b) in accordance with the price adjustment formula (if any) **specified in the SCC.**

11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

12.1 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract.

The Contract Price shall be paid as **specified in the SCC.**

12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).

12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty-five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

12.4 All payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made in the currency of the Purchaser’s Country, unless otherwise **specified in the SCC.**

12.5 Unless otherwise **specified in the SCC,** payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, Paris.

13. Securities

13.1 Issuance of Securities

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

13.2 Advance Payment Security

13.2.1 As **specified in the SCC,** the Supplier shall provide a security equal in amount and currency to the advance payment, and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the Bidding Documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. The way the value of the security is deemed to become reduced and, eventually, voided is as **specified in the SCC.** The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC.**

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Forms Section of the Bidding Documents, or it shall be in another form acceptable to the Purchaser.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC,** on the date of such Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14. Taxes and Duties

14.1 For Goods or Services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser's country for the supply of Goods and Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser's country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Purchaser's Country (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. INTELLECTUAL PROPERTY

15. Copyright

15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise **specified in the SCC.**

15.4 As applicable, the Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. **Subject to the SCC,** the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.

15.5 The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are **specified in the SCC** and in **accordance with the SCC.**

16. Software License Agreements

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

(a) be:

(i) nonexclusive;

(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);

(iii) valid throughout the territory of the Purchaser's Country (or such other territory as **specified in the SCC);** and

(iv) subject to additional restrictions (if any) as **specified in the SCC.**

(b) permit the Software to be:

(i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;

(ii) as **specified in the SCC,** used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;

(iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

(iv) reproduced for safekeeping or backup purposes;

(v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;

(vi) as **specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and

(vii) disclosed to, and reproduced for use by, the Purchaser and by such other persons as are **specified in the SCC** (and the Purchaser may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.

16.2 The Standard Software may be subject to audit by the Supplier, in accordance with the terms **specified in the SCC,** to verify compliance with the above license agreements.

17. Confidential Information

17.1 Except if otherwise **specified in the SCC,** the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

(a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

(b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,

in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

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

17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:

(a) now or hereafter enters the public domain through no fault of the Receiving Party;

(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.

17.7 The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be **specified in the SCC.**

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

18. Representatives

18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. Subject to the extensions and/or limitations **specified in the SCC** (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2 Subject to the extensions and/or limitations **specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

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

18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her.

Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Objections and Removals

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

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a replacement.

19. Project Plan

19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.

19.2 The Supplier shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.

19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.

19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.

19.5 The Progress and other reports **specified in the SCC** shall be prepared by the Supplier and submitted to the Purchaser in the format and frequency specified in the Technical Requirements.

20. Subcontracting

20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.

20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, in the SCC, or in Appendix 3 of the Contract Agreement.

21. Design and Engineering

21.1 Technical Specifications and Drawings

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

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise **specified in the SCC.** During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Technical Documents by the Project Manager

21.3.1 The Supplier shall prepare and furnish to the Project Manager the documents as **specified in the SCC** for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 6.1 (Adjudicator). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 6.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

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

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22. Procurement, Delivery, and Transport

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.

22.4 Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser's instructions to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.

22.4.3 Unless otherwise **specified in the SCC,** the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

22.5 Unless otherwise **specified in the SCC,** the Supplier will provide the Purchaser with shipping and other documents, as specified below:

22.5.1 For Goods supplied from outside the Purchaser's Country:

Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment.

The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:

(a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;

(b) usual transportation documents;

(c) insurance certificate;

(d) certificate(s) of origin; and

(e) estimated time and point of arrival in the Purchaser's Country and at the site.

22.5.2 For Goods supplied locally (i.e., from within the Purchaser's country):

Upon shipment, the Supplier shall notify the Purchaser by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:

(a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;

(b) delivery note, railway receipt, or truck receipt;

(c) certificate of insurance;

(d) certificate(s) of origin; and

(e) estimated time of arrival at the site.

22.6 Customs Clearance

(a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.

(b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the

Supplier:

(i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;

(ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23. Product Upgrades

23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).

23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).

23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.

23.4 During the Warranty Period, unless otherwise **specified in the SCC,** the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.

23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24. Implementation, Installation, and Other Services

24.1 The Supplier shall provide all Services specified in the Contract and Agreed and Finalized Project Plan in accordance with the highest standards of professional competence and integrity.

24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.

25. Inspections and Tests

25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.

25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.

25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 6 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26. Installation of the System

26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Purchaser in writing.

26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.

27. Commissioning and Operational Acceptance

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

(a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or

(b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or

(c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

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

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if **specified in the SCC** and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as **specified in the SCC,** the Technical Requirements and/or the Agreed and Finalized Project Plan.

At the Purchaser's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within the period **specified in the SCC,** from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

(a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or

(b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

(c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

(a) issue an Operational Acceptance Certificate; or

(b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or

(c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of.

Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:

(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;

or

(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance

Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

F. Guarantees and Liabilities

28. Operational Acceptance Time Guarantee

28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule in the Technical Requirements Section and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

28.2 If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate **specified in the SCC** as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC ("the Maximum"). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3 Unless otherwise **specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule in the Technical Requirements and/or Agreed and Finalized Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29. Defect Liability

29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as **specified in the SCC.** Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

29.3 In addition, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, (ii) they have been previously released to the market, and (iii) those specific items **identified in the SCC** (if any) have been in the market for at least the minimum periods **specified in the SCC.**

29.4 The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for the length of time **specified in the SCC.**

29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect or of any damage to the System arising out of or resulting from any of the following causes:

(a) improper operation or maintenance of the System by the Purchaser;

(b) normal wear and tear;

(c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or

(d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.

29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:

(a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

(b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the

System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.

29.10 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period **specified in the SCC,** the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.

29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.

30. Functional Guarantees

30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.

30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

31. Intellectual Property Rights Warranty

31.1 The Supplier hereby represents and warrants that:

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

(b) use of the System in accordance with the Contract; and

(c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract

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

32. Intellectual Property Rights Indemnity

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

(a) installation of the System by the Supplier or the use of the

System, including the Materials, in the country where the site is located;

(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and

(c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

(a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;

(b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or

(c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier 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.

If the Supplier 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. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier'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.

32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

(a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

(a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;

(b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

33. Limitation of Liability

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, 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 Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

G. RISK DISTRIBUTION

34. Transfer of Ownership

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.

34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35. Care of the System

35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

35.2 If any loss or damage occurs to the System or any part of the System by reason of:

(a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

(b) any use not in accordance with the Contract, by the Purchaser or any third party;

(c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

36. Loss of or Damage to Property; Accident or Injury

36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures

to Workers; Indemnification

prevalent and laws in force in the Purchaser's Country.

36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.

36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier 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. If the Supplier 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. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier'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.

36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37. Insurances

37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

(b) Installation "All Risks" Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c) Third-Party Liability Insurance

On terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the Purchaser's personnel) and loss of or damage to property (including the Purchaser's property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser's Country, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e) Other Insurance (if any), as **specified in the SCC.**

37.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

37.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38. Force Majeure

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

(a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;

(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

(f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier’s Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

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

38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Contract;

(b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,

if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

H. Change in Contract Elements

39. Changes to the System

39.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.

39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Forms Section in the Bidding Documents.

39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Purchaser

39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

(a) brief description of the Change;

(b) impact on the Time for Achieving Operational Acceptance;

(c) detailed estimated cost of the Change;

(d) effect on Functional Guarantees (if any);

(e) effect on any other provisions of the Contract.

39.2.2 Prior to preparing and submitting the "Change Proposal," the Supplier shall submit to the Project Manager an "Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Purchaser shall do one of the following:

(a) accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

(b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;

(c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

39.2.3 Upon receipt of the Purchaser's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.7 If the Purchaser and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

40. Extension of Time for Achieving Operational Acceptance

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

(a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);

(b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);

(c) default of the Purchaser; or

(d) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 6.

40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41. Termination

41.1 Termination for Purchaser's Convenience

41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

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

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;

(c) remove all Supplier's Equipment from the site, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

(d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall

(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:

(a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

(b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;

(c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

(d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and

(e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2 Termination for Supplier's Default

41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:

(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

(b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

For the purposes of this Clause:

(i) "corrupt practice"[1] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[2] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[3] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[4] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from

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1 "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

2 A "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

3 "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

4 A "party" refers to a participant in the procurement process or contract execution.

pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 9.8.

41.2.2 If the Supplier:

(a) has abandoned or repudiated the Contract;

(b) has without valid reason failed to commence work on the System promptly;

(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

(d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed and Finalized Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

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

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC

Clause 41.2.3 (d) below;

(c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

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

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

(a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or

(b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);

(c) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.

(d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:

(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression "portion of the System executed" shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

42. Assignment

42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

SECTION V. SPECIAL CONDITIONS OF CONTRACT (SCC)

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Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Guidelines is dated: World Bank's Guidelines: Procurement under IBRD loans and IDA credits, January 2011, Revised July 2014
GCC 1.1 (b) (i)	The Purchaser is: Indian Renewable Energy Development Agency
GCC 1.1 (b) (ii)	The Project Manager is: Head of IT Department
GCC 1.1 (e) (i)	The Purchaser's Country is: *India*
GCC 1.1 (e) (iii)	The Project Site(s) is/are: Indian Renewable Energy Development Agency Ltd, 3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi - 110066
GCC 1.1 (e) (x)	The contract will be for the period of 57 months from the date of signing of the contract (9 months of implementation, 12 months of handholding support and 3 years of maintenance and support, which can be extended on same rates after mutual consideration).
GCC 1.1. (e) (xii)	The Post-Warranty Services Period is 36 months

2. Contract Documents (GCC Clause 2)

GCC 2	There are no Special Conditions of Contract applicable to GCC Clause 2.

3. Interpretation (GCC Clause 3)

GCC 3.1.1	The Contract's governing language is English

4. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: Indian Renewable Energy Development

	Agency Ltd, 3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi -110066 Fallback address of the Purchaser: Indian Renewable Energy Development Agency Ltd, Core-4a, 1st Floor, India Habitat Centre, East Court, Lodhi Road, New Delhi-110003

5. Governing Law (GCC Clause 5)

GCC 5.1	The Contract shall be interpreted in accordance with the laws of: *India*

6. Settlement of Disputes (GCC Clause 6)

GCC 6.1.4	The Appointing Authority for the Adjudicator shall be Chairman and Managing Director of IREDA and the adjudicator shall be appointed as per the rules of the company.
GCC 6.2.3	Arbitration proceedings shall be conducted in accordance with the rules of arbitration of Arbitration and Conciliation Act 1966 of Government of India. The Arbitration venue shall be New Delhi. *In case the Supplier is a national of the Purchaser's country,* Any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser’s country.

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System (GCC Clause 7)

GCC 7.1	The scope of work is detailed under Section VI – Technical Requirements under clause 4 “Scope of work”
GCC 7.3	The Supplier’s obligations under the Contract will include the cost items, as identified (if any) under Section VI – Technical Requirements under clause 4 “Scope of work” and Commercial Bid Format as mentioned in Section VII – Forms, Annexure – 4

8. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within 15 days from the Effective Date of the Contract.
GCC 8.2	Operational Acceptance will occur on or before in accordance with the time schedule specified in the implementation schedule in the technical requirements section

9. Supplier's Responsibilities (GCC Clause 9)

GCC 9.8	In addition to the clause mentioned in GCC 9.8, following shall also be applicable: RBI's Master Direction - Information Technology Framework for the NBFC sector vide Ref No. RBI/DNBS/2016-17/53 Master Direction DNBS.PPD.No.04/66.15.001/2016-17 dated June 08, 2017
GCC 9.9	The Supplier shall have the following additional responsibilities: Refer Section VI – Technical Requirements, Clause 4

10. Purchaser's Responsibilities (GCC Clause 10)

GCC 10.12	The Purchaser shall have the additional responsibilities as stated in clause 4.9 of section VI – Technical Requirement:

C. PAYMENT

11. Contract Price (GCC Clause 11)

GCC 11.2 (b)	Adjustments to the Contract Price shall be as follows: None

12. Terms of Payment (GCC Clause 12)

GCC 12	the Purchaser shall pay the Contract Price to the Supplier according to the "Payment Milestones and SLAs" as defined under clause 5 of Section VI – Technical Requirements
GCC 12.3	Stands Deleted

13. Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in Indian Rupees for an amount equal to 10% percent of the Contract value Price and shall be non-reducing in nature.
GCC 13.3.3	Performance bank Guarantee shall be retained till the completion of contract period (57 months)

14. Taxes and Duties (GCC Clause 14)

GCC 14	There are no Special Conditions of Contract applicable to GCC Clause 14.

D. INTELLECTUAL PROPERTY

15. Copyright (GCC Clause 15)

GCC 15.3	The Purchaser may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent, under the following circumstances: None. The purchaser holds all the rights to any of the software, products, documents or any artefacts prepared or developed under the contract.
GCC 15.4	The Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows: All rights reserved with the Purchaser. Supplier is required to share the customized part of the source code with the Purchaser and shouldn't retain a copy for commercial use at any other places / clients without prior consent of the purchaser.
GCC 15.5	No software escrow contract is required for the execution of the Contract

16. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iii)	The Standard Software license shall be valid throughout the territory of the

	purchaser's country.
GCC 16.1 (a) (iv)	Use of the software shall be subject to the following additional restrictions: None .
GCC 16.1 (b) (ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine
GCC 16.1 (b) (vi)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts
GCC 16.2	The Supplier's right to audit the Standard Software will be subject to the clause 4.7 of Section VI – Technical Requirements

17. Confidential Information (GCC Clause 17)

GCC 17.1	There are no modifications to the confidentiality terms expressed in GCC Clause 17.1 All stakeholders participating in the implementation of this project have to invariably sign the Non-Disclosure Agreement as available in Annexure 9, Section VII- Forms
GCC 17.7	The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for the period specified in the GCC.

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

18. Representatives (GCC Clause 18)

GCC 18.1	The Purchaser's Project Manager shall have no additional powers and / or limitations to his or her authority to represent the Purchaser in matters relating to the Contract

GCC 18.2.2	The Supplier's Representative shall have no additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract

19. Project Plan (GCC Clause 19)

GCC 19.1	Project Plan shall address the points referred in clause 4.4 – List of deliverables and should refer the proposed timelines as per clause 4.5 of Section VI – Technical Evaluation
GCC 19.2	Within fifteen 15 days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. The Purchaser shall, within ***fourteen*** (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within ***five (5)*** days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within ***five*** (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed and Finalized Project Plan") shall be contractually binding on the Purchaser and the Supplier.
GCC 19.5	The Supplier shall submit to the Purchaser the following reports: ***(a) Monthly progress reports, summarizing:*** ***(i) results accomplished during the prior period;*** ***(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;*** ***(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;*** ***(iv) other issues and outstanding problems; proposed actions to be taken;*** ***(v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;*** ***(vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.***

	(b) ***SLA monitoring report for all SLAs as mentioned clause 5, Section VI Technical Requirements*** (c) ***Other reports mentioned in Section VI Technical Requirements*** ***The monthly progress report is to be presented to IT Steering Committee for necessary information/any further action.***

20. Subcontracting (GCC Clause 20)

GCC 20	The bidder has to be a Single Implementation Partner (IP) as described below. **Sole Bidder** The Sole Bidder must be an Implementation Partner company which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot be a part of any consortium for this RFP **Sub-Contracting** The entire work has to be done by the bidder. However, some supplementary work may be sub-contracted after obtaining written consent from IREDA, provided the sub-contractor must fulfil the qualification criteria defined for the bidder. However, the bidder shall be liable and responsible for fulfilling the contractual obligations. Subcontractor and the area it will handle, should be declared as apart of proposal.

21. Design and Engineering (GCC Clause 21)

GCC 21.2	The Contract shall be executed in accordance with the edition or the revised version of all referenced codes and standards current at the date as specified in the GCC.
GCC 21.3.1	The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents. for example*:* ***(*) detailed site surveys;*** ***(*) final Subsystem configurations;***

	(*) Templates for deliverables like business blueprint, UAT document etc.

22. Procurement, Delivery, and Transport (GCC Clause 22)

GCC 22.4.3	The Supplier shall be free to use transportation through carriers registered in any eligible country and shall obtain insurance from any eligible source country.
GCC 22.5	The Supplier shall provide the Purchaser with shipping and other documents as specified in the GCC.

23. Product Upgrades (GCC Clause 23)

GCC 23.4	The Supplier shall provide the Purchaser with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC

24. Implementation, Installation, and Other Services (GCC Clause 24)

GCC 24	There are no Special Conditions of Contract applicable to GCC Clause 24
GCC 24.2	STANDS DELETED

25. Inspections and Tests (GCC Clause 25)

GCC 25	Supplier to adhere to specifications provided in clause 4.3 (Proposed Solution Implementation) of Section VI – Technical Evaluation

26. Installation of the System (GCC Clause 26)

GCC 26	There are no Special Conditions of Contract applicable to GCC Clause 26.
GCC 26.2	STANDS DELETED
GCC 26.3	STANDS DELETED

27. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	Operational Acceptance Testing shall be conducted in accordance with clause

	4.3.6 – Testing under Section VI – Technical Requirements
GCC 27.2.2	If the Operational Acceptance Test of the System, or Subsystem(s), cannot be successfully completed within 6 months from the date of Installation or any other period agreed upon by the Purchaser and the Supplier, then GCC Clause 27.3.5 (a) or (b) shall apply, as the circumstances may dictate.

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	Refer Clause 5.2 – SLAs and Penalties under Section VI – Technical Requirements
GCC 28.3	If the supplier is not able to complete the project within the specified period, he / she would be liable to pay the liquidated damage @ 0.5% per week or part thereof subject to maximum of 5% of the total cost of the contract if supplier had failed to deliver within the delivery schedule. In case, the supplier fails to execute the order whether in full or in part, the earnest / security money would liable to be forfeited in full or in part /to be determined by IREDA.

29. Defect Liability (GCC Clause 29)

GCC 29.1	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows: None
GCC 29.3 (iii)	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: None
GCC 29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for 48 months
GCC 29.10	Refer clause 5.2, Section VI – Technical Requirements*:*

30. Functional Guarantees (GCC Clause 30)

GCC 30	There are no Special Conditions of Contract applicable to GCC Clause 30

31. Intellectual Property Rights Warranty (GCC Clause 31)

GCC 31	There are no Special Conditions of Contract applicable to GCC Clause 31

32. Intellectual Property Rights Indemnity (GCC Clause 32)

GCC 32	There are no Special Conditions of Contract applicable to GCC Clause 32

33. Limitation of Liability (GCC Clause 33)

GCC 33	There are no Special Conditions of Contract applicable to GCC Clause 33

G. RISK DISTRIBUTION

34. Transfer of Ownership (GCC Clause 34)

GCC 34	There are no Special Conditions of Contract applicable to GCC Clause 34

35. Care of the System (GCC Clause 35)

GCC 35	There are no Special Conditions of Contract applicable to GCC Clause 35

36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification (GCC Clause 36)

GCC 36	There are no Special Conditions of Contract applicable to GCC Clause 36

37. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of contract value with deductible limits of no more than 1% of contract value. The insured Parties shall be purchaser. The Insurance shall cover the period from effective date of the contract until the effective date of completion of the contract.

GCC 37.1 (e)	There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).

38. Force Majeure (GCC Clause 38)

GCC 38	There are no Special Conditions of Contract applicable to GCC Clause 38

H. Change in Contract Elements

39. Changes to the System (GCC Clause 39)

GCC 39	There are no Special Conditions of Contract applicable to GCC Clause 39**.**

40. Extension of Time for Achieving Operational Acceptance (GCC Clause 40)

GCC 40	The extension of time is subject to the discretion of the Purchaser based on the written request on the same by the Supplier.

41. Termination (GCC Clause 41)

GCC 41	There are no Special Conditions of Contract applicable to GCC Clause 41

42. Assignment (GCC Clause 42)

GCC 42	There are no Special Conditions of Contract applicable to GCC Clause 42

SECTION VI. TECHNICAL REQUIREMENTS (INCLUDING IMPLEMENTATION SCHEDULE)

Table of Contents

1. INTRODUCTION

1.1Introduction to IREDA

Indian Renewable Energy Development Agency Limited (IREDA) is a Mini Ratna (Category – I) Government of India Enterprise under the administrative control of Ministry of New and Renewable Energy (MNRE). IREDA is a Public Limited Government Company established as a Non-Banking Financial Institution in 1987 engaged in promoting, developing and extending financial assistance for setting up projects relating to new and renewable sources of energy and energy efficiency/conservation with the motto: "ENERGY FOR EVER".

1.2Objective of the RFP

Indian Renewable Energy Development Agency limited (IREDA) has been into operation since 1987. IREDA had migrated on Axapta 2009 in 2011 and till date continues to operate on the same platform. However, it intends to move from Microsoft Axapta 2009 to Microsoft Dynamics 365. Objective of this RFP is to appoint a suitable Technology Partner for Supply, Installation, Migration, Implementation, maintenance and support of D365 ERP and other system to fulfil the requirements mentioned in the RFP.

The sections below detail out IREDA's requirements from this RFP and the bidder's scope of work. The RFP also contains business processes of IREDA along with envisaged solution to ensure that bidder understands the IREDA business and its vision from the current project. Entire scope of work of the bidder is controlled through Service Level Agreement framework which is also mentioned in this RFP.

This document contains various sections which include Scope of Work, Roles and Responsibilities of IREDA. The Scope of work includes the tentative implementation plan and detailed activities that bidder has to undertake once on-board. It also includes project management, governance, service window and geographical scope, Timelines for the Proposed Solution, Resource Planning and Profile Requirements, Payment Milestones, Service Level Agreement (SLA) & Penalties.,

There are various annexures, for functional requirement specifications and technical requirement specifications attached separately to this RFP document

1.3Definitions

S. No.	Term	Definition
1.	**Adverse Effect**	Material adverse effect on a) the ability of the Bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement for this RFP and/or b) the legal validity, binding nature or enforceability of Agreement for this RFP
2.	**Agreement**	Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexure, Schedules and the contents and specifications of the RFP
3.	**AMC**	Annual Maintenance Contract
4.	**Applicable Law(s)**	Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project
5.	**Bid / Proposal**	Offer by the Bidder to fulfil the requirement of the IREDA for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
6.	**BOM**	Bill of Material
7.	**Bolt On Application/ Bolt On Solution**	A third Party Software Solution that can be easily integrated and coupled with a product and provides supplementary functionality that may not be present as is in the core product currently
8.	**CAPEX**	Capital Expenditure
9.	**CMD**	Chairman and Managing Director

S. No.	Term	Definition
10.	**Confidential Information**	Any non-public information provided by IREDA pursuant to Successful Implementation Partner's contract with IREDA shall be considered as Confidential Information
11.	**Control**	In relation to any business entity, the power of a person to secure a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
12.	**COTS**	Commercial off the Shelf
13.	**Deliverables**	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
14.	**DMS**	Document Management System
15.	**DoA**	Delegation of Authority
16.	**Effective Date**	The date on which the Agreement for this RFP comes into effect;
17.	**EMD**	Earnest Money Deposit
18.	**EMI**	Equated Monthly Instalment
19.	**ERP**	Enterprise Resource Planning
20.	**FRS**	Functional Requirement Specification
21.	**FTE**	Full Time Equivalent
22.	**GoI**	Government of India;
23.	**Go-Live**	The date of acceptance of the solution including ERP system by IREDA and commencement of business operations/ transactions in the new system

S. No.	Term	Definition
24.	**IP**	Implementation Partner
25.	**Integrated Solution**	Software product & services required to satisfy the IREDA's requirements
26.	**Intellectual Property Rights**	All rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
27.	**IREDA**	India Renewable Energy Development Agency Limited
28.	**IT**	Information Technology
29.	**LOI**	Letter of Intent
30.	**Material Breach**	A breach by either Party (IREDA or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
31.	**MoM**	Minutes of the meeting
32.	**Month / Week**	The Month shall mean calendar month & Week shall mean calendar week
33.	**MoU**	Memorandum of Understanding
34.	**OEM**	Original Equipment Manufacturer
35.	**OPEX**	Operating Expenditure
36.	**Parties**	IREDA and Bidder for the purposes of this Agreement and "Party" shall be interpreted accordingly;
37.	**PDF**	Portable Document Format
38.	**Performance Guarantee**	Guarantee provided by a Nationalized Bank in favour of the Purchaser.
39.	**PMC**	Project Management Consultancy
40.	**Project**	Project Implementation and Operations and Maintenance in terms of the Agreement;
41.	**Project Implementation Unit (PIU)**	Shall be constituted by IREDA to monitor the activities, deliverables and progress of the Project. PIU will comprise of the staff members of the IREDA, other officials from concerned department and external experts (as defined in the RFP);

S. No.	Term	Definition
42.	**Replacement Bidder**	Any third party that IREDA or its nominated agencies appoint to replace Bidder upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
43.	**Request for Proposal (RFP) / Tender Document**	Written solicitation that conveys to the Bidder, requirements for products/ services that the IREDA intends to buy and implement
44.	**Required Consent**	The consents, waivers, clearances and licenses to use IREDA's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that IREDA or their nominated agencies are required to make available to Bidder pursuant to this
45.	**Service Level**	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
46.	**SLA**	Performance and Maintenance SLA executed as part of this Master Service Agreement
47.	**Software**	Software designed, developed / customized, tested and deployed by the Bidder for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the Bidder
48.	**SPOC**	Single Point of Contact
49.	**Successful Bidder**	The bidder who is qualified & successful in the bidding process and is given the award of Work
50.	**TDS**	Tax Deducted at Source
51.	**Term**	Shall have the same meaning ascribed to it in SCC
52.	**Third Party Systems**	Systems (or any part thereof) in which the Intellectual Property Rights are not owned by the IREDA or Bidder and to which Bidder has been granted a license to use and which are used in the provision of Services
53.	**UAT**	User Acceptance Testing
54.	**WBS**	Work Breakdown structure

2. INSTRUCTION TO BIDDERS

2.1 Contents of Bid

The bidder shall submit the following documents.

Document Number	Marked As	Content of Document
One	Bid Security/ Earnest Money Deposit (EMD)	a) Bid Security/ Earnest Money Deposit (EMD) b) Authorization document/ Power of Attorney
Two	Eligibility bid/ proposal	One Soft Copy (to be uploaded on portal/ link https://eprocure.gov.in/eprocure/app) of the following: a) Eligibility bid/ Proposal along with the required supporting documents.
Three	Technical bid/proposal	One Soft Copy (to be uploaded on portal/ link https://eprocure.gov.in/eprocure/app) of the following: a) Technical Bid/ Proposal b) FRS compliance c) Technical Compliance
Four	Commercial bid/ proposal	One Soft Copy (to be uploaded on portal/ link https://eprocure.gov.in/eprocure/app) of the Commercial Bid/ Proposal

Failure to submit bid on time could cause a proposal to be rejected.

2.2 Bid Format

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection.

2.2.1 Eligibility Bid Format

Section No.	Section Heading	Details

Section No.	**Section Heading**	**Details**
Section 1	Eligibility Bid Covering Letter	As per format provided in clause 1.2.1 in Annexure 2, Section VII - Forms
Section 2	Eligibility Criteria	Eligibility criteria table as mentioned in Clause 2.8.4.1.1 in Section VI- Technical Requirements with response and reference against each criteria
Section 3	Certificate of Incorporation	Certificate of Incorporation (For bidder and Subcontractor, if any)
Section 4	Turnover	Details of turnover with Documentary Evidence
Section 5	Profitability	Details of profit with Documentary Evidence
Section 6	Self-certificate for non-blacklisting clause and non-bankruptcy clause	Declaration as per format provided in section clause 1.2.4 Annexure 2 in Section VII Documentary Evidence
Section 7	OEM Authorization letter for Microsoft D365 or any other product offered	Letter from OEMs as per format specified in Clause 1.2.9 Annexure 2 in Section VII.
Section 8	ERP solution citation	Citation detail as per format provided in clause 1.2.2 Annexure 2 in Section VII with Documentary Evidence
Section 9	HR undertaking	Capability undertaking by HR as per format specified in clause 1.2.7 Annexure 2 in Section VII
Section 10	Total Responsibility Certificate	As per format provided in clause 1.2.3 Annexure 2 in Section VII
Section 11	Declaration for acceptance of RFP terms and conditions	As per format Provided in clause 1.2.5 Annexure 2 in Section VII
Section 12	Bidder’s Letter for EMD	As per format provided in clause 1.2.6 Annexure 2 in Section VII
Section 13	Authorization letter	Power of Attorney or Board Resolution for the authorized signatory signing then bid on behalf of the organization
Section 14	TRS Excel	Compliance to TRS as per Section VII Annexure 2

2.2.2 Technical Bid Format

Section No.	Section Heading	Details
Section 1	Technical Bid Covering Letter	As per format provided in clause 1.3.1 Annexure 3 in Section VII
Section 2	Checklist	As per format provided in clause 1.3.2 Annexure 3 in Section VII
Section 3	About Bidder	Bidder’s General Information as per format provided in clause 1.3.3 Annexure 3 in Section VII (for bidder and subcontractor, if any)
Section 4	Understanding of IREDA business and Scope of Work	Understanding of IREDA business and Scope of Work to be provided by the Bidder
Section 5	Proposed Solution for IREDA	- Envisaged Solution Architecture (bolt in solutions with minimum customizations and tightly integrated) - Approach for addressing scalability, performance, availability and security etc. Bill of Material as per format provided in Annexure 4 in Section VII. While filling technical BOM, none of the cost items should be mentioned, however rest of the details in terms of items and quantity should be filled. These details should be same as would be mentioned in final commercial BOM of the bidder*(Bidder can include more sub-sections as seems relevant/ fit)*
Section 6	Approach and Methodology	- Methodology adopted - Project Implementation Approach - Integration Approach - Data Migration Approach - Approach for ensuring SLA compliance - Project Plan as per format provided in clause 1.3.8 Annexure 3 Section VII *(Bidder can include more sub-sections as seems relevant/ fit)*

Section No.	Section Heading	Details
Section 8	Bidder's Experience	Citation detail as per format provided in clause 1.3.4 Annexure 3 in Section VII with Documentary Evidence
Section 10	Project Governance	- Governance structure - Resource Deployment Plan as per format provided in clause 1.3.5 Annexure 3 in Section VII - CVs as per format provided in clause 1.3.6 Annexure 3 in Section VII
Annexure I	FRS Excel	Bidder should send soft copy of FRS with responses in the excel format (editable) to IREDA as per Section VII Annexure 5
Annexure II	CMMi Certificate	CMMi Certificate

2.2.3 Commercial Bid Format

Section No.	Section Heading	Details
Section 1	Commercial sheet (to be submitted in portal)	As per format provided in Section VII, Annexure 4 to be submitted on portal

Please note: In the commercial sheet, as mentioned in table above, bidders cannot claim more than 50% of total contract value of the project in first 2 years from date of contract. If such an event occurs, where bidders had claimed more than 50% of total contract value in first 2 years in their commercial sheet, then IREDA may consider the prices quoted in the commercial sheet only for the evaluation purposes. However, the payment terms shall be as mentioned in section 5.1 ensuring that not more than 50% of the total contract value is paid in the first two years.

2.3Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, Bid Security (EMD) as per the details mentioned in the fact sheet given in point 9 of 'Invitation for Bids', in the format as per section clause 1.2.6 Annexure

2 in Section VII. Bid security in any other form will not be entertained. MSME/Start-ups are exempted from depositing EMD. If EMD is submitted in the form of Bank Guarantee, then signed authorization letter from the Bank is to be enclosed along with Bank Guarantee

The bid security of all unsuccessful bidders (during Technical or Commercial evaluation) after having cleared Eligibility stage would be returned without interest on submission of Performance Bank Guarantee by the successful bidder.
Bid security of bidder not clearing the Eligibility stage would be returned without interest within 1 week of completion of Eligibility evaluation process.

The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

In case bid is submitted without the bid security then IREDA reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

Any Bidder who has downloaded the tender from the IREDA website and Central Public Procurement Portal (CPPP) website, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing any business with IREDA

The EMD may be forfeited:

a) If a bidder withdraws its bid during the period of bid validity.
b) The Bidder withdraws his Bid before opening of the bids.
c) The Bidder withdraws his Bid after opening of the bids but before Notification of Award.
d) The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
e) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
f) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
g) Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the Notification of Award / Purchase Order makes the EMD liable for forfeiture at the discretion of IREDA. However, IREDA reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
h) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, IREDA at its discretion may cancel the Order placed on the selected bidder without giving any notice. Bidder does not respond to requests for clarification of its Proposal.
i) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
j) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
k) In case the bidder has downloaded the tender from the IREDA website and Central Public Procurement Portal (CPPP) website, and tampers/modifies the tender from including downloaded price bid template in any manner. In case the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing any business with IREDA

Return of EMD

a) EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

b) The EMD of successful Bidder shall be returned / refunded after signing of Contract, Non-Disclosure Agreement and submission of PBG

2.4Confidentiality

All the material / information sent to the Bidder shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful Bidder who were deployed on the project have to furnish a Non-Disclosure Agreement (NDA) as per Annexure-9 in Section VII.

2.5Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.

b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.

c) The bidder’s proposal is conditional and has deviations from the terms and conditions of RFP.

d) The bidder’s proposed solution/ products is provided with multiple options.

e) Proposal is received in incomplete form.

f) Proposal is received after due date and time.

g) Proposal is not accompanied by all the requisite documents.

h) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

i) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.

j) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

k) If any of the Bidder is also consortium member in any other bid, then all the affected bids will be disqualified

l) If an application OEM is bidding and the product of that OEM is also proposed in some other bid (s), then all the affected bids will be disqualified

m) The document doesn’t bear signature of authorized person.

n) It is received through Telegram/Fax/E-mail.

2.6Key Personnel

IREDA has identified certain key positions and minimum qualifications for each of these positions that should be part of project team of the bidder (hereby referred to as “key personnel”). Details of these key positions are provided in clause 2.8.4 in Section VI Technical Requirements

2.6.1 Initial Composition; Full Time Obligation; Continuity of Personnel

Bidder shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term:

i. unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
ii. without IREDA's prior written consent

2.6.2 Evaluations

Bidder shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to IREDA of the date of each evaluation of each member of the Key Personnel and IREDA shall be entitled to provide Bidder with input for each such evaluation.

Bidder shall promptly take an appropriate action, as per the satisfaction of IREDA, based the results of the evaluation and informed IREDA accordingly.

2.6.3 Replacement

- The resources deployed during the implementation of the project shall continue till the completion of post Go-Live Stabilisation Support and preferably none of these resources shall resign till the completion of post Go-Live Stabilisation Support phase.

- Notwithstanding above, if a resource resigns before post Go-Live Stabilisation Support, bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period.

- The bidder has to ensure at least 4 weeks of overlap period in such replacements. IREDA will not be responsible for any knowledge transition to the replacement resource and any impact/ escalation of cost because of replacement has to be incurred by the Bidder only.

- The bidder has to provide replacement resource of equal or better qualification and experience. There are certain roles for which basic education and experience criteria is mentioned in RFP. Bidder has to ensure that these criteria are maintained throughout the pendency of the Project, in the event of replacement of personnel deployed for such roles.

- Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide the following and take prior approval from IREDA.
    - a resume, curriculum vitae and any other information about the candidate that is reasonably requested by IREDA; and
    - An opportunity to interview the candidate.

- If IREDA objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

2.6.4 High Attrition

If in the first 6-month period from the Contract Effective Date or in any rolling 12 months' period during the Term, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with IREDA's prior written consent, Bidder shall:

i. provide IREDA with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of the Key Personnel; and

ii. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

2.7Conflict of Interest

a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, IREDA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to IREDA for, inter alia, the time, cost and effort of IREDA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to IREDA hereunder or otherwise.

b) IREDA requires that the bidder provides solutions which, at all times, hold IREDA's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of IREDA.

c) Without limiting the generality of the above, Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

    i. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

    ii. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

    iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Bidder; or

    iv. There is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing software implementation and related solutions to IREDA for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or

v. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

2.8Selection Process for Bidder

2.8.1 Opening of Bids

The Proposals will be opened by IREDA in the presence of such of those Bidders or their representatives who may be present at the time of opening.
The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify they are bonafide for attending the opening of the proposal.

There will be two bid-opening events

a) Document 1 (RFP Document fee, Bid Security/ EMD & Authorization document) and Soft copies of Eligibility bid, Soft copy of Technical bid
b) Soft copy of Commercial bid

The venue, date and time for opening the Eligibility bid are mentioned in the Fact sheet given in point 9 of 'Invitation for Bids'. The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders.

All the bids will be opened before the bidders' representatives who choose to be present at the specified date, time and location.

The Technical Bids of only those bidders will be opened who clears the Eligibility stage.
The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

2.8.2 Preliminary Examination of Bids

IREDA will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, will be rejected by IREDA and shall not be included for further consideration.
Initial Bid scrutiny will be held and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
- Received without the Authorization document (Power of Attorney)
- Found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP
- With lesser validity period

2.8.3 Clarification on Bids

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

2.8.4 Evaluation Process

IREDA team shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the IREDA team in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with IREDA. IREDA may ask for meetings with the Bidders to seek clarifications or conformations on their proposals.

IREDA reserves the right to reject any or all proposals. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

2.8.4.1 Stage 1: Eligibility

1. IREDA shall open Document 1 marked “RFP Document fee, Bid Security/ Earnest Money Deposit (EMD) & Authorization document”.
2. If the contents of the Document 1 are as per requirements, IREDA shall open the soft copy of “Eligibility Bid”. Each of the Eligibility condition mentioned in table below is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
3. Bidders would be informed of their qualification/disqualification based on the Eligibility criteria through CPP Portal/IREDA Website. The Bid Security amount will be returned to the respective disqualified Bidders.

2.8.4.1.1. Eligibility Criteria

The Bidder's Eligibility bid will be evaluated as per the following criteria:

#	Section Heading	Details
1	The Bidder (and subcontractor if any) must be incorporated under the Companies Act 1956/2013 or under LLP Act and in business for at least 05 (Five) years as on last date of submission of bids	Copy of Certificate of Incorporation/ Memorandum of Association and Work orders dated on or before 31st Aug 2014 And Letter from Statutory Auditor as per format specified in clause 1.2.4 in Section-VII Forms

#	Section Heading	Details
2	The Bidder (and subcontractor if any) must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) or autonomous body/bodies of Government of India as on the date of submission of bid.	Refer Section I: Instructions to Bidders, Clause 4 and ensure compliance to points mentioned. Letter from Statutory Auditor as per format specified in clause 1.2.4 in Section-VII Forms
3	The Bidder (and subcontractor if any) should not have been declared bankrupt/insolvent or should be in the process of liquidation as on the date of submission of bid	Letter from Statutory Auditor as per format specified in clause 1.2.4 in Section-VII Forms
4	Bidder should have a minimum turnover of INR 10 crores in the last 3 financial years i.e. 2018-19, 2017-18, 2016-17	Audited Balance sheets/ CA certificate for the last 3 financial years 2018-19, 2017-18, 2016-17
5	Bidder should have a positive cash profit in each of the last 3 financial years i.e. 2018-19, 2017-18, 2016-17	Audited Balance sheets & Profit/ Loss Statement/ CA certificate for the last 3 financial years 2018-19, 2017-18, 2016-17
6	OEM Authorization – Bidder (and Subcontractor if any) should be an authorized implementation partner of the Microsoft D365 and any other product offered	Letter from OEMs as per format specified in clause 1.2.9 in Section-VII Forms
7	The bidder should have successfully implemented AX2009/AX 2012 or Dynamics 365	Copy of Contract/ PO and Completion Certificate of the engagement on the clients' letterhead needs to be provided
8	Resources of the proposed ERP product - The bidder (or subcontractor if any) must have a minimum of 30 full time resources with experience of working with Microsoft Dynamics 365	Capability undertaking by HR as per format specified in Clause 1.2.7 Section - VII
9	Bidder shall propose a project manager on the rolls of the bidder; with education qualification as B.E/B.Tech/M.Tech/ /MBA/MCA and PMP. He/ she should have at least 10 years of total experience with experience of leading at least 1 successful full life cycle implementation(s) of	Undertaking from Authorized Signatory of the Bidder

#	Section Heading	Details
	Microsoft ERP as project manager	
10	The bidder should have support center located in India catering to support needs in business hours on working days.	Undertaking from Authorized Signatory of the bidder

Note: The Bidder should comply with all the points of Technical Requirements Specifications and submit point wise TRS compliance along with RFP response. Bidders have to mandatorily comply with all the points of TRS. In the event of non-compliance to TRS, IREDA can take any necessary actions.

All the citations that have to be provided for Eligibility criteria shall be as per the format provided in clause 1.2.2 Annexure 2 in Section VII

2.8.4.2 Stage 2: Technical Evaluation

1. Soft copy of "Technical bid" will be opened only for the bidders who succeed in Stage 1.
2. IREDA will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at IREDA's discretion.
3. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section VI – Technical Requirements, Clause 2.8.4.2.1
4. Bidders will be asked to give demonstration of the envisaged solution to IREDA as per the demo scripts which will be shared with the Bidders who qualify the Eligibility Stage.
5. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a Technical score of 70**% or more** will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

2.8.4.2.1 Technical Evaluation Framework

The Bidder's technical solution proposed in the Technical Evaluation bid document will be evaluated as per the evaluation criteria mentioned in the following table.

#	Evaluation Criteria	Total Marks
1	Functional Requirement Specifications (FRS) compliance (Weighted Marks)	40
2	CMMI Level of the organization	5

#	Evaluation Criteria	Total Marks
	CMMI Level 5: 5 marks CMMI Level 4: 3 marks CMMI Level 3: 1 mark	
3	Bidder's Experience - Client Citations	10
4	Approach & Methodology	
	i. Proposed Solution Architecture	10
	ii. Approach & Timelines	5
	iii. Governance Structure	5
5	CVs	15
6	Demonstration/Video Presentation as per requirements of IREDA	10
	Total	100

The following sections explain how the Bidders will be evaluated on each of the evaluation criteria.

i. Functional Requirement Specifications (FRS)

The Bidder needs to secure a minimum of **70%** in Functional Requirement Specifications (FRS) as defined in Annexure 5 in Section VII to qualify for the next stage.

The Bidder has to give response for each of the functional requirement as to how the particular requirement will be met i.e. through standardized products or through customization or through bolt on applications. The response shall be any of the following options:

Bidder response	Details	Marks Assigned for Response
S	Standard feature in the Product	10
B	Bolt on Application	5

Bidder response	Details	Marks Assigned for Response
C	Customization on the Product	3

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

- The Bidder does not respond to any of the functional requirement
- The Bidder chooses any option other than that mentioned above

The marks obtained for each of the module in functional requirement will be aggregated & the total raw score will be denominated by maximum score possible for all functional requirements in a module. The output of that will be multiplied with total marks allotted to FRS section. The following formula will be used to get the Functional requirement specification score for an Evaluation Criteria:
Functional requirement specification score of a Bidder = {(Total raw score for functional requirements / Maximum marks possible for all functional areas) * Total marks allotted to FRS section} (adjusted to 2 decimals)

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

Functional Requirements	Bidder response	Calculated scores
Requirement-1	S	10
Requirement-2	S	10
Requirement-3	B	05
Requirement-4	S	10
Requirement-5	S	10
Requirement-6	S	10
Requirement-7	S	10
Requirement-8	S	10
Requirement-9	C	03
Requirement-10	S	10

Functional Requirements	Bidder response	Calculated scores
Total Score		88
Maximum marks possible		100 (10*10)
Functional requirement specification score		((88/100)*40=35.2 (35.2/40*100=88%)

ii. CMMi Level

The Bidder shall submit an undertaking along with documentary evidence that the Bidders organization has undergone the Assessment by an authorized personnel defined by CMMI and has been declared a CMMI level 3/4/5 institute by the authorized personnel carrying out the assessment. The CMMI level of the Bidder must be valid on the date of Bid submission and the name of the Bidder's organization must be published on the CMMI institute website. The bids with any deviation(s)/discrepancies to the information provided are liable for rejection.

iii. Bidder's Experience - Client Citations

#	Citation	Citation Details	Documentary Evidence	Maximum Marks Allotted
1.	Loan Origination System (LOS) and Loan Management System (LMS) experience	Bidder should have experience of successful implementation of proposed LOS and LMS (or) Successful development and deployment of LOS and LMS *3 citations each for LMS and LOS (atleast 1 should be successfully completed) = 3,* *2 citations each for LMS and LOS (atleast 1 should be successfully completed) = 2,* *1 citation each for LMS and LOS (successfully completed) = 1*	Completion / Implementation certificate from the Customer mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation/ go-Live/ completion date.	3

#	Citation	Citation Details	Documentary Evidence	Maximum Marks Allotted
2.	Implementation on Dynamics 365	Bidder should have experience in successfully completing the Implementation or ongoing implementation on Dynamics365 on cloud *3 citations (atleast 1 should be successfully completed) = 3,* *2 citations (atleast 1 should be successfully completed) = 2,* *1 citation (successfully completed) = 1*	Completion / Implementation certificate from the Customer mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation/ go-Live/ completion date and copy of work order in case of ongoing projects.	3
3.	Integration experience	The Bidder should have experience in integrating the proposed LOS, LMS with D365 solution/AX 2012/AX 2009 *1 citation (successfully completed) = 4*	Completion / Implementation certificate from the Customer mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation/ go-Live/ completion date.	4
		TOTAL		10

iv. Approach and Methodology

#	Criteria	Criteria Details	Marks Allotted
1.	Proposed Solution Architecture	Solution Architecture including Application, Integration Architecture & Deployment architecture *Average* *3* *Good* *5* *Very Good* *7*	10

#	**Criteria**	**Criteria Details**	**Marks Allotted**
		Excellent *10*	
2.	Approach & Timelines	Approach for implementing SOW and recommended timelines along with ways for addressing scalability, performance, availability and Security *Average* *1* *Good* *2* *Very Good* *3* *Excellent* *5*	5
3.	Governance Structure	Project governance, escalation matrix, resource deployment plan *Average* *1* *Good* *2* *Very Good* *3* *Excellent* *5*	5
		TOTAL	20

v. Curriculum Vitae

#	Criteria	Criteria Details	Marks Allotted

#	Criteria	Criteria Details	Marks Allotted
1.	Project Manager	Should fulfil basic minimum qualification as mentioned in subsequent table in terms of ▪ Qualification & Certification ▪ Total experience ▪ Experience in similar assignments	4
2.	Solution Architect		2
3.	Functional Lead		2
4.	Technical Lead		1
5.	Infrastructure Expert		1
6.	Data Migration Specialist		1
7.	Functional Consultants (4) 1. Finance & Accounts 2. PIDMOS, LMS, LiMS 3. HRMS, ESS, Payroll 4. For other modules		4
		TOTAL	15

Following table specifies the minimum qualification required for Key Positions identified for this project:

#	Position	Minimum Qualifications
1.	Project Manager	(a) Educational qualification: 1. B.E/B.Tech/CA/ICWA/MBA/MCA or equivalent degrees and 2. PMP (Project Management Professional) (b) Experience: 1. At least 10 years' total experience including 6 years of Microsoft ERP implementation experience. 2. Involved as a Project Manager in managing at least 3 successful full life cycle implementation(s) of Microsoft ERP in organizations (at least of the size of IREDA). Demonstrated leadership and managerial skills, as well as the ability to establish and maintain relationships with client leadership.
2.	Solution Architect	(a) Educational qualification: B.E/B.Tech/MCA/M.Tech or equivalent degrees (b) Experience: At least 10 years' total experience including 8-10 years of ERP implementation experience (preferably on Microsoft specific ERP platforms). Involved in at least 3 successful full life cycle implementation(s) of ERP as solution architect. Involved in solution design, business blueprinting in similar assignments in the past.
3.	Functional Lead	(a) Educational qualification: MBA/B.E/B.Tech/MCA/M.Tech or equivalent degrees (b) Experience: 1 At least 8years total experience including 3 years of ERP implementation experience (preferably on Microsoft specific ERP platforms). 2 At least 3 successful Full life cycle implementation(s) of ERP (preferably on Microsoft specific ERP platforms) as functional lead.
4.	Technical Lead	a) Educational qualification: B.E/B.Tech/MCA or M.Tech in I.T./Computer

#	Position	Minimum Qualifications
		Science or equivalent degrees (b) Experience: At least 8 years total experience including 3 years of ERP Implementation experience on Cloud (preferably on Microsoft specific ERP platforms). At least 3 successful Full life cycle implementation(s) of ERP (preferably on Microsoft specific ERP platforms) as technical lead.
5.	Infrastructure Expert	a) Educational qualification: B.E/B.Tech/MCA or M.Tech in I.T./Computer Science or equivalent degrees (b) Experience: At least 8 years total experience including 3 years of ERP Infrastructure design and validation experience preferably on Cloud (preferably on Microsoft specific ERP platforms). At least 3 successful Full life cycle implementation(s) of ERP (preferably on Microsoft specific ERP platforms) as infrastructure expert.
6.	Data Migration Specialist	(a) Educational qualification: B.E/B.Tech/MCA/M.Tech or equivalent degrees (b) Experience: At least 8 years total experience including 3 years experience on projects involving data migration At least 3 successful Full life cycle implementation(s) of ERP involving Data migration (preferably on Microsoft specific ERP platforms) as data migration specialist.
7.	Functional Consultants 1. Finance & Accounts 2. PIDMOS, LMS, LiMS 3. HRMS, ESS, Payroll 4. For other modules	1. Finance & Accounts • Education: Full time MBA/ PGDM (specialization finance)/Chartered Accountant • Total Exp: At least 5 years • Should have experience of more than 3 large project of similar nature in Financial and accounting domain 2. PIDMOS, LMS, LiMS • Education: Should have a Full time Bachelors/ Master’s Degree from a reputed institute • Total Experience: Should have more than 5 years in loan management,

#	Position	Minimum Qualifications
		technical services, liability management • Should have experience in implementing SOPs in high volume driven environment • Should have knowledge of market practices and regulatory requirements in Indian renewable energy industry/NBFC Sector 3. HRMS, ESS, Payroll • Education: Should have a Full time Bachelors/ Master's Degree from a reputed institute • Total Experience: Should have more than 5 years in HRMS, ESS, Payroll, • Should have experience in implementing SOPs in high volume driven environment • Should have knowledge of HR practices in Indian PSUs/Indian Renewable Energy Sector 4. For other modules • Education: Should have a Full time Bachelors/ Master's Degree from a reputed institute • Total Experience: Should have more than 5 years in credit risk rating, Inventory, Legal respectively • Should have experience in implementing SOPs in high volume driven environment • Should have knowledge of market practices and regulatory requirements in Indian renewable energy industry/NBFC Sector

vi. Demonstration/Video Presentation as per Requirements of IREDA

#	Criteria	Criteria Details	Marks Allotted
DEMONSTRATION			05
1.	Demonstration of business critical processes and capability to cater to FRS compliance	Demonstartion of critical business proceses and FRS compliace capability as specifed by IREDA *Average* *1* *Good* *3* *Very Good* *4* *Excellent* *5*	05
VIDEO PRESENTATION			5
2.	Presentation of proposed Platform & Technologies	Presentation of proposed Platform & Technologies *Average* *1* *Good* *1.5* *Very Good* *2* *Excellent* *2.5*	2.5
3.	Presentation of proposed Approach & Methodology	Presentation of proposed Approach & Methodology *Average* *1*	2.5

#	Criteria	Criteria Details	Marks Allotted
		Good 1.5 *Very Good 2* *Excellent 2.5*	
		TOTAL	10

2.8.4.3 Stage 3: Commercial Evaluation

1. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
2. The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at IREDA's discretion.
3. Commercial Bids that are not meeting the condition mentioned in clause 2.8.4.3 in Section VI - technical Requirements shall be liable for rejection.
4. The commercial score of the technically qualified bidders will be calculated, while considering the Commercial quote given by each of the Bidders in the Commercial Bid as follows:

Commercial Score of a Bidder = {lowest discounted quote / Bidders discounted quote} X 100 (adjusted to 2 decimals)

The discounted quote is the net present value (NPV) of total cash outflow for IREDA for five years discounted at 5-year G-Sec rate of India as on the date of submission of bid.

Example:

Bidders	Discounted Commercial quote given by Bidders (In lakhs)	Calculation	Commercial Score
Bidder-1	110	(110/110)*100	100
Bidder-2	140	(110/140)*100	78.57
Bidder-3	160	(110/160)*100	68.75
Bidder-4	130	(110/130)*100	84.61

5. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
6. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

7. Any conditional bid would be rejected
8. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
    a. "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.
    b. If there is a discrepancy between words and figures, the amount in words will prevail."

2.8.4.4 Stage 4: Final score calculation through QCBS

1. The final score will be calculated through Quality and Cost selection method based with the following weightage:

   Technical: 70%
   Commercial: 30%

   Final Score = (0.70*Technical Score) + (0.30* Commercial Score)

   Example:

Bidders	Technical score	Commercial score	Final Score (70:30)
Bidder-1	92.63	100	94.84
Bidder-2	94.73	78.57	89.88
Bidder-3	84.21	68.75	79.57
Bidder-4	100	84.61	95.38

2. The bidder with the highest Final score shall be treated as the Successful bidder.
   In the above example, Bidder-4 will be treated as successful bidder.

3. In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

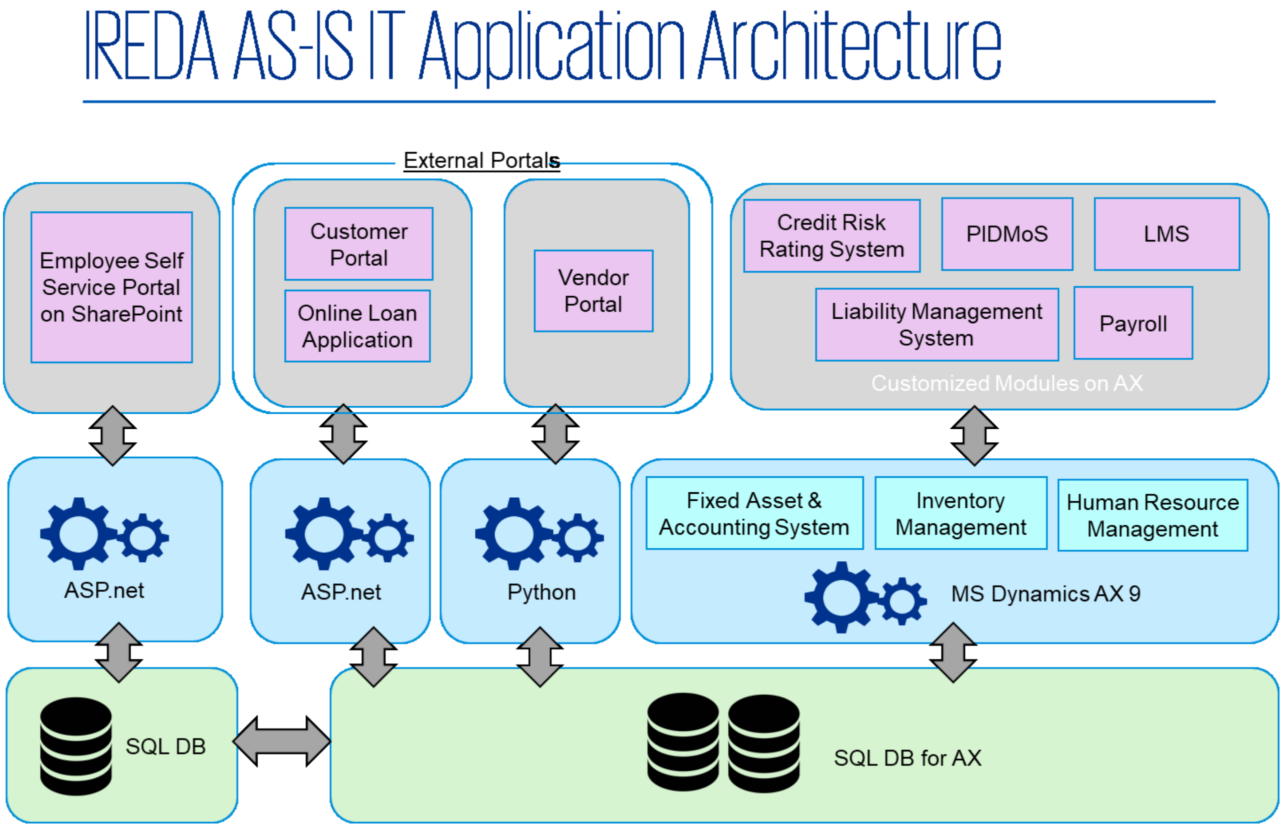
The process of QCBS and discounting of quoted prices as per G-Sec rate shall be offline as E-procurement portal does not support these processes.

3. IREDA's Current Solution Architecture

3.1As-Is Application Architecture

It is imperative for the bidder to understand the current business operations and application architecture at IREDA for successful delivery of the project. In this section we have explained briefly the functional areas of IREDA, and corresponding existing applications associated with it. These functions and processes are only indicative, and bidder shall be expected to conduct detailed study of the organization once it's on-board.

Brief description of the each of the existing key functional area of IREDA is provided below:



3.1.1 Business Operations

The Process Flow of the Business Operations commences from the Registration of Loan Applications received at IREDA. Loan applications are accepted in the Online Mode upon receipt of which, the applications are registered in the ITS Department.

The processes are mapped to the IT Systems using both out- sourced and in-house developed software applications with the objective of leveraging Information Technology to increase the efficiency of the business process. The objective and intent is to provide an efficient and user-friendly IT platform to automate the internal processes and to provide quality service to the clients within the stipulated time standards.

3.1.2 Technical Services

The business process commences with receipt of loan applications from the applicants. The applications are registered for generating the Application Registration Number and subsequent processes used by the Technical Services Department are provided under the "PTS Tab"

The IT Tools also captures Quality and Time Standards for various parameters starting with Project Registration, Appraisal, Loan Sanctions and Disbursements.

3.1.2.1 Receipt of Loan application

a. The process commences with the Applicants applying for loan assistance through the Online Loan Application, the link of which is available on the IREDA Website.
b. Applicant needs to register to create User ID and Password for accessing the Online Loan Application. Provision for Changing Password subsequently or resetting the Password is also available.
c. Using the login credentials so created, the Applicant can go to the next stage and fill the loan application form online.
d. Once complete loan application form has been filled, the provision for remitting fee through the Payment Gateway can be used for the payment of the registration fee. Alternatively, options to forward the registration Fee through NEFT/RTGS/Demand Draft is also available for which the necessary details need to be entered by the Applicant.
e. Once the Online Loan Application form has been filled, the Applicant can use the Submit Button to submit the same after which the applicant is directed to the option of printing the loan application.
f. The printout out of this signed loan application along with the auto-generated covering letter and the requisite documents are then forwarded by the Applicant to IREDA in the physical form.

3.1.2.2 Application Registration

a. On receipt of the Application at IREDA, ITS Department registers the Loan Application using the Application Registration Link available under the PIDMoS Tab in the ERP after which an Application Registration Number (ARN) is generated.
b. A System Generated Covering letter conveying the ARN Details is forwarded to the Applicant through Speed Post.
c. An Email is also generated to the Applicant intimating the ARN and login credentials to access the status of their Application through the Customer Portal.
d. A System Generated Fee Memo is forwarded to F&A Department along with the details of the registration Fee remitted by the Applicant to enable F&A Department to reconcile the payments received.
e. The Loan Application along with a System Generated Covering Note is forwarded to the Central Filing Section for creation of a new file/e-file in case of a new loan after which the file is forwarded to the respective Group Heads in TS Department.
f. In case of Additional Loan Applications, the Application after registration is forwarded directly to the respective Group Heads in TS Department to be processed in the Main Loan File.

3.1.2.3 Screening and Appraising Applications

a. Upon receipt of the Application, the Group Head is authorized to allot the same to the Dealing Officers in the Sector through the Employee ARN Authorization Link in the PIDMoS Tab in the ERP.
b. Preliminary scrutiny of the applications and the documents is done by the Dealing Officer and Information Gap Letter, if any, is sent to the Applicant.
c. A list of standard documents required during the appraisal stage is available on the Screening of Documents Link in the PIDMoS Tab in the ERP which the Dealing Officer can use for the Information Gap Letter.
d. During the appraisal, the Dealing Officer uses the Online CIBIL Request Link to request for the CIBIL Reports of the Applicant Company and its Directors which is forwarded to the ITS Department through system generated E-mail and SMS.

e. Upon receipt of this request, Dealing Officer in ITS Department uploads the desired CIBIL Reports using the CIBIL Response link. Dealing Officer in TS Department is intimated through system generated E-mail and SMS
f. An Online KYC Form is also available in the PIDMoS Tab for system generated KYC Form which is then used for offline approval of the Competent Authority. KYC Ratings of the Applicant Company, are also updated in this KYC Form post-approval.
g. Credit Risk and Rating System (CRRS) has also been developed for internal credit rating of the application which can be used to rate the application based on the desired parameters, both technical and financial, as a part of the appraisal.
h. Upon completion of the above, draft project proposal is put up as an agenda note for the approval of the respective delegated authority.

3.1.2.4 Loan Sanction

a. Upon approval of the project proposal, the Dealing Officer uses the Sanction Entry Form to enter the requisite details of the project under different Tabs available for the same and uses the Generate Project No. and Send SMS/Email Button to generate the Project No. as well as to the generate the Email and SMS to the Applicant conveying approval of the project proposal
b. The above also allows the Dealing Officer to generate Sanction Letter and associated forwarding notes.
c. Loans Sanctioned under categories like “Short Term Loan’, “Guarantee Scheme”, “Bridge Loan” and “Bridge Loans against Pending Energy Bills” are updated through the “Bridge Loan” Link in the PIDMoS Tab.
d. Post sanctioning, in case, there are any changes in the Name, Address, Loan Amount or Capacity of the Project, SCoD etc., provision exists for updating the same through the Amendment to Sanction Terms/Revised SCoD Data Update Link.
e. In case, the sanctioned loan amount needs to be reduced/pruned post sanctioning, Reduce Loan Sanction Link is available in the PIDMos Tab.

3.1.2.5 Applications to be Dropped/Closed

a. In the event of Application being dropped after Registration or after Loan Sanction, the Dealing Officer uses the Drop Cases Tab for updating such records.
b. However, in the case of Application being dropped after Sanction, the same continues to be displayed in the Gross Sanction Project List but is not be available for future stages like Loan Agreement, Disbursement etc

3.1.2.6 Other Online Applications in PTS Tab

The following Online Applications are also available under the PTS Tab in the ERP:-

a. Applications to monitor NoCs, OTS & Reschedulement

   Applications to monitor various requests like No Objection Certificates (NoCs), One Time Settlement (OTS), Reschedulement etc., are developed wherein online updation of receipt of such requests in the TS Department, processing during different stages, fee capturing process and post-approval updations of the respective requests are done by the Dealing Officers in the TS Department.

b. Commissioning Data

The commissioning status of the project is updated through this application wherein the Dealing Officers update the capacity commissioned based on the Commissioning Certificates, no. of units commissioned, State where the project is commissioned and the Manufacturer. Commissioning capacity of all IREDA funded projects, since inception is available through the MIS Reports.

c. Disbursement Checklist

Upon receipt of disbursement request, a provision for updating such requests along with a Standard Disbursement Checklist and Bank Details of the Borrower can be updated through this application. A provision for generating standard disbursement note for the approval of the competent authority is also available.

d. Assigning Line of Credits

For assigning projects under different International/National Lines of Credit, the above link is used wherein projects can be assigned specific Lines of Credit and thereafter the same can be monitored.

e. Letter of Comfort

In specific cases, Letter of Comfort is issued by IREDA in a Project against Letter of Credit issued by the Banks for payment to Equipment Supplier. To keep track of such Letter of Comforts and to monitor these cases, the above link is available under the PIDMoS Tab.

f. Projection

In order to monitor the sanction and disbursements and to review such cases, review meetings at regular intervals are scheduled. To facilitate the Dealing Officers in the Technical Services to quickly prepare the projection, the above application is available for sanctions and disbursements.

g. Service Standards

Citizen Charter of IREDA specifies a set of Service Standards for various Services. A "Service Standard Form" is available which automatically picks up key event dates from the System and also allows for updating other dates, based on receipt of respective information. This information is then mapped to measure response time in completion of various services, as specified in the Citizen Charter.

h. Other Fee Registration

Payments received from IREDA Applicants/Borrowers through NEFT/RTGS/Other Modes towards processing fee for various requests requires reconciliation. This application allows the respective Departments to process these requests, update the relevant details during the processing stages including the fee received in this respect and generate a Fee Memo for the F&A Department for reconciliation.

3.1.3 Legal Department

Post loan sanction, pre-execution, post-execution, documentation related activities etc., pertaining to the Legal Department have been developed under the "Legal Tab" in PIDMoS for the Legal Department.

3.1.3.1 Pre Execution and Post Execution

Automation of documentation requirement prior to the loan execution and documents received is done through this link. The application has a provision for generating processing and approving notes, Fee Memo for the Front End Fee received from the applicants and also system generated letter to the Applicant for signing of the Loan Agreement.

Post Loan Agreement, document compliance requirements like Undertakings, Resolutions, Guarantees, Pledge of Shares, disbursement compliance etc., are captured in the Post-Execution Link.

3.1.3.2 Safe Custody of Legal Documents

Upon signing of the Loan Agreement, the “Safe Custody” link is used by the Legal Department to capture key dates like the Sanction Acceptance Date, Loan Agreement Date, Security Creation Date, Mortgage Creation etc., which are then used to monitor the response time taken from Loan Sanction to various other stages.

In addition to the above, key details of all related legal documentation as per the requirement of the project like the receipt date, validity date, Policy/Document No. Bank Details, where applicable are also captured in this application while moving the documents to the Safe Custody. These details are then used to trigger system generated alerts through Emails/SMSs to the Dealing Officials so that timely action in seeking renewal of the legal documents can be taken

The application also provides an Online Report on the status of documents received and pending so as to monitor the same periodically.

A link on “Safe Custody Removal” is used to record the movement of legal documents from the Safe Custody and to monitor the same online.

3.1.3.3 Alert Message

To monitor the validity of various legal documents like Bank Guarantees, Fixed Deposits, Insurance, other security documents submitted by the Applicants, an “Alert Message” link is developed that enables the Legal Department to take timely action in seeking the renewed legal documents from the Applicants.

3.1.3.4 Post Dated Cheques

Post Dated Cheques (PDCs) are collected by IREDA from the Applicants as per the Loan Agreement towards periodic repayment of the Loan. These are generally in high numbers and therefore, its monitoring becomes essential to ensure that timely repayments are not missed.

PDC Functionality to monitor the above has been developed that allows auto generation of the PDC schedule as per the Loan Agreement encompassing many parameters for each of the PDC and linking the same with the Financial Module so as to ensure timely repayments from the Applicants.

3.1.3.5 Other Online Applications in Legal Tab

The following Online Applications are also available under the Legal Tab in the ERP:-

a. RTI Application

Online application for the RTI Applications received at IREDA has been developed which captures the details of all the RTI applications received, their processing stages and subsequent disposal of such requests. Online Reports for monitoring the RTI applications and their disposal have also been developed.

b. Loan Agreement Projection

Similar to the application under the PTS Tab, Loan Agreement Projection is used to by the Legal Department to prepare a projection for signing of Loan Agreements in respect of various sanctioned projects in order to review the same and to facilitate projection of the likely disbursements that can be effected.

c. TRA Updation

Trust and Retention Account Updations for the projects sanctioned is done through this link wherein details of the TRA Account No., Date of Signing of the Agreement, Bank Details are updated.

d. Advocate Appointment

Advocates are appointed by the Legal Department for various projects for Title Reports, Search Reports of the properties mortgaged and related activities. In order to monitor Advocates associated with a particular project, this application is used which updates the Advocate Details and also to generate letter appointing the Advocates.

e. Disbursement Compliance

A list of standard documents required before effecting disbursements are updated using this link which also allows for generating the compliance report.

f. Guarantor Details

All the details of the Guarantors associated with a particular project are updated in this application wherein details with regard to their PAN, Personal IDs, Address, Contact Information, details of relatives etc., are updated.

3.1.4 Finance & Accounts Department

Prior to the deployment of ERP, processes were manual, time consuming, required more efforts in maintaining consistencies and were prone to errors. To manage the operations best suited to our financial operations, Microsoft Axapta was deployed at IREDA during 2011.

Post-implementation of ERP, enhancement of productivity in terms of resource management, time management and monitoring key parameters has been significant. Availability of all information in the online domain, has led to greater transparency and also enhanced the level of services for our Customers.

3.1.4.1 Loan Management System

Loan Management System (LMS) is an online, real-time system that provides all loan management functions crucial to financial service business. It has comprehensive reporting capabilities, audit trails and logs, detailed life-of-loan histories, transaction reports and numerous management analyses and reports. The application has uniform and well-defined hierarchies and protocols for operations at various levels in a secured environment.

The major functions, presently being used through the Loan Management System (LMS) are as follows:

- Customer Information
- Disbursement
- Demand Notice
- Receipt
- Receipt Adjustment
- Incidental Charges
- Liquidity damages
- Receipt
- Subsidy
- Rebate
- PDC, Interest Grade Matrix
- Consortium, LOC
- NPA Identification
- MIS Reports
- Funding and Financial Risks
- Permitting Risks
- Execution Risks
- Generation / Fuel availability Risks
- Off-take / Counter-party Credit Risk

3.1.4.2 CIBIL

Access to the credit history of the applicants and sharing the same while appraising their loan applications is done through CIBIL Portal for which the ERP provides the necessary interface.

IREDA as a member of CIBIL, also need to share credit data pertaining to its borrowers to CIBIL in a pre-defined format, as provided by CIBIL. A separate interface has been developed in the ERP for uploading such details on the CIBIL Portal.

3.1.4.3 Liability Management System

IREDA borrows funds from various International / National Bi-later / Multi-lateral Funding Agencies for further disbursals to its customers. Liability Management System (LiMS) has been deployed to automate the transactional records and portfolio management system for IREDA's terms borrowings and related derivative hedge transactions. The Application captures the following transactions: -

- INR Bonds and Bank Loans
- Foreign Currency Borrowing

- Derivative Hedge Instruments
- Currency Interest Rate Swaps (CIRS)
- Principal only Swaps (POS)
- Foreign Exchange Forward Transactions

3.1.4.4 Payroll

Payroll Management System assists in automating the salary to be paid to the employees. IREDA's payroll is part of the ERP package and is integrated with HR and Finance Modules enabling the officials in F&A Department in timely processing of payroll.

3.1.5 HR Department

With a view to digitize internal administrative activities and to minimize the paper trails for such activities, Employee Information System specific to HR Department has been developed in-house by the ITS Department. The Employee Information System integrates various workflow applications to automate the administrative tasks and requests of the employees.

Employee Information System (EIS) allows HR to create, update and maintain employee's personnel and employment records as per the access and role privileges. It stores all the information required from an employee as per the provisions of the Service Book. This system is also available on a self-service access where users can view, check and update their own information by notifying the relevant information to the administrator of the respective department. The objective is to facilitate retrieving collective information of an individual based on desired parameters like designation, qualification, family details retirement, period of service, places of working, etc., in one platform.

Another application specific to HR Department is the HR Management System. The module comprises of various workflow applications like Leave, Outdoor, Movement Order & Attendance with the objective of paperless processing of these administrative tasks.

These applications are categorized as follows:

3.1.5.1 Workflow Applications

The online processing of the Workflow Applications is based on the defined hierarchies and protocols to ensure that only the intended/ authorized / designated officials are able to perform the delegated operations in the respective domains.

All the Workflow Applications are managed through the Application Management System under the administrative control of ITS Department. Access to different Applications & Reports to the user are assigned through this module.

3.1.5.2 Annual Performance Appraisal Reports

The Key Result Areas (KRAs) to be assigned to the employees and the Annual Performance Appraisal Reports (APARs) to be filled in by the employees against the KRAs assigned are carried out online wherein complete cycle from issuance of Key Result Areas (KRAs) to the acceptance by the Accepting Authority is implemented through the above online application:-

- Issuance of KRA by the Reporting Officer
- Acceptance by the Appraisee
- Self-appraisal by the Appraisee
- Rating by the Reporting Officer
- Review by the Reviewing Officer
- Acceptance by the Acceptance Authority

The above application under the control of HR Department has been implemented based on secured authentication and controlled defined hierarchies. The application also incorporates system generated alerts notifying non-completion/completion of respective stages.

3.1.5.3 Bio-Metric Attendance

Attendance of officials at Registered Office, Corporate Office, Branch Office and Camp Offices are integrated through the Bio-metric Attendance System to streamline and automate the attendance system including all details of tours, leaves, outdoor duties etc., of all the officials. These attendance details are also reflected on the Intranet.

3.1.5.4 Inventory Management

Automation for regulating store items, stationery management and keeping track of inventory is done through the Inventory Management under the administrative control of HR Department. The application provides for online updation of records on Procurement of Items, Receipt / Issuance of these Items, Indent Requests by the employees, Request Approval, Stock Maintenance, annual asset verification etc.

3.1.5.5 Training Module

In order to manage and track training imparted to the IREDA officials, a Training Module is developed wherein entire information on the employee-wise training provided each year is available which can be analysed for variety of parameters. The application also provides for a Training Feedback Form required to be submitted by the official after attending the training programs.

3.1.6 Outsourced Applications

In addition to the ERP and In-house developed applications, few outsourced applications have also been implemented at IREDA to facilitate automation of activities of specific Departments/Groups, the details of which are given below:

3.1.6.1 DAK & File Management System

The Dak and File Management System (DFMS) has been outsourced from National Informatics Centre (NIC) which is used to automate the flow of documents/files/notes, both external and internal, within the organization. All the external letters received at the Centralized Dispatch Section can be updated in the DFMS before the same is forwarded to the respective Departments. Tracking of these documents commences from this stage.

Similarly, new file creation through the Central Filing Section, request for issuance of files, issuance of files and their movement once issued can also be automated through the DFMS.

Internal notes created by various Departments can be regulated through the DFMS.

System Generated Alerts on different action stages are also incorporated in the above application.

3.1.6.2 Court Case Tracking System

The Court Case Tracking System (CCTS) has also been outsourced to automate the Court Cases handled by the Legal Department. The CCTS is used to update the Court Cases in respect of various categories filed by IREDA against the defaulting borrowers, terminal dates, Advocates appointed for different cases, status of respective cases, amount of default involved, outcome of various hearings etc., and to monitor the same through various MIS Reports.

System Generated Alerts on hearing dates for different cases are also incorporated in the application.

3.1.6.3 GBI Portal

IREDA is the Program Administrator for the Generation Based Incentive (GBI) Scheme of the Ministry of New and Renewable Energy. As per the Scheme, Project Developers in Wind and Solar Sector are eligible for GBI based on the generation from their projects.

To claim the incentive, the Project Developers need to submit their claims online to IREDA which are then processed internally and reimbursement made to the Project Developers based on their eligibility and funds released by MNRE for the purpose.

To facilitate smooth operation of the GBI Scheme, IREDA has implemented the GBI Portal which has the following features:

- Registration of the Project Developers/Project Proponents
- Access to the Project Details and Claims of the Project Developers/Project Proponents through Login Credentials.
- Details of the Projects set up by the Project Developers/Project Proponents
- Details of the Beneficiary Companies setting up the Projects
- Details of Generation Details / Performance of the Project
- Details of Wind Turbines Installed including the Manufacturers, Capacity etc.
- Details of GBI requested by the Project Developer/Project Proponents
- Details of GBI released by IREDA

3.1.7 Online Portals

IREDA has developed and implemented the following Online Portals with the objective of online sharing of information both within the organization and outside the organization. In this respect, the following Online Portals have been developed:

3.1.7.1 Intranet Portal

With the objective of eliminating the use of paper, wherever possible and replacing the same by online forms and work-flow applications, Intranet Portal has been designed to enable the officials for sharing information within IREDA and to improve communication within the Departments.

The Portal provides access to various information on different parameters which are dynamically updated through various MIS Reports. The Portal facilitates online access to the recent Circulars/Notices, News, Upcoming events, Financing guidelines, Policy/Procedures, attendance details, tour details etc.

Online Happiness Index to assess how employees feel about their work environment is also available on the Portal which is then used by HR Department to analyse and take appropriate action, wherever required Workflow Applications for various administrative tasks/activities are integrated with the Intranet. Various Tabs linked with the Intranet enables designated User/Departments to access information related to their respective domains.

MIS Reports form an integral part of the Portal wherein information right from the Application Registration to final disbursement is available both in tabular forms and in the form of Dashboards.

These MIS Reports are broadly categorized as:

- MIS Reports
- Project Monitoring Reports
- Project Progress Reports
- Response Time Analysis Reports
- Drop Cases Reports
- Loan Management System Reports
- Summary Reports
- GBI Reports

The above Reports can be accessed based on different parameters like Sector and Period and are available in different formats like HTML, Excel, Word, PDF etc.

Summary Reports on key parameters, both in tabular forms and Dashboards are integrated to the MIS Report Tab.

System Generated Auto Alerts forming part of the MIS Reports have also been developed which are categorized as:

- Auto Generated based on some Trigger
- User Defined

Triggers in the form of Emails/SMS to be auto generated on some condition have been developed for various activities which are used for both internal and external purposes so as to facilitate instant dissemination of information as also for reporting purposes.

Provision also exists for generating these alerts by Users as and when desired.

Other information on the In-house Publications, CSR initiatives, Official Language Implementation, ISO Related Information, Vigilance Department information etc., are all integrated on the Intranet Portal.

3.1.7.2 Customer Portal

Customer Portal has been developed in-house to facilitate the Customers online access to information related to their loan applications through secured login credentials. The Portal provides access to the Customer Profile wherein information from loan application registration to repayment is available in respect of each project.

3.1.7.3 Vendor Portal

To provide real-time information to all IREDA Vendors with respect to their bills and payments thereof, and to make the relevant information accessible to the Vendors online, a Vendor Portal has also been developed in-house by IREDA that enables information flow between the Vendors and IREDA.

3.1.7.4 Mobile Apps

To make the online services accessible through Mobiles, 3 Mobile Apps have been developed for Customers/Vendors, as listed below:

- Vendor Payment App

  The App facilitate IREDA Vendors access information related to their Bills and Payments and also to allow them to forward their new invoice details through Mobile Phones.

- Wind GBI App

  The App facilities the Project Developers who have set up Wind Projects and are claiming GBI as per the GBI Scheme being administered by IREDA on behalf of MNRE, to access claims and payment related information in respect of their GBI Claims.

- Solar GBI App

  The App facilities the Project Proponents who have set up Solar Power Projects and are claiming GBI as per the GBI Scheme being administered by IREDA on behalf of MNRE, to access claims and payment related information in respect of their GBI Claims.

3.2Reporting Requirements

It is expected that custom reports need to be developed if the standard reports available in the Integrated Solution do not meet IREDA’s specific requirements. These reports would include those, which would extract and present information already in the database in a specified format or could require some intelligence/ calculations built into it. Some reports would be required to facilitate execution of transactions. Given the above, the successful bidder may be required to customize critical and complex reports across all components of the Integrated Solution. IREDA would require standard & customized reports through multiple channels and at multiple frequencies, as explained below:

1. Real Time Reporting – Certain reports should be available to IREDA on a real time basis through system implemented by bidder. These would primarily be online reports and should be accessible through desktop/ laptops, mobiles or other mobility devices as applicable.

2. Periodic Reporting – IREDA would identify some reports that need to be generated on a periodic basis, could be hourly, daily, weekly, fortnightly, monthly, quarterly etc. These reports could be provided online or through emails or in hardcopy to the users as per user preference.

3. Ad-hoc Reports – IREDA users might also require ad-hoc reports based on business requirements. Bidder shall provide these reports within a pre-defined time to the user. These reports could be provided online or through emails or in hardcopy to the users as per user preference.

Development of custom reports must follow well-defined methodology. A brief description of the methodology employed when developing custom applications/ reports should be included in the response to the RFP document

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

4. Scope of Work

This section mentions the scope of services for the Bidder responding to this RFP. Highlight of scope of work for IREDA are as mentioned below:

4.1Summary of requirements

Bidders are required to critically review the purpose and requirements of implementation and ensure inclusion of all goods & services (not mentioned specifically) for achieving the objective within the time frame for successful implementation. The overall Scope summary for the same is as below

- Preparation of detailed implementation plan covering the complete lifecycle of the project.
- Design of improved, streamlined, standardized, more efficient to-be processes based on D365 platform supported process improvements and IREDA's requirements
- Supply, Install, Configure, Customize and implement offered solution as per the Functional requirements.
- Procure the licenses and other necessary support from the OEM to carry out Solution Implementation. The license would be issued in the name of IREDA. The bidder is required to ascertain the number and type of Licenses for the different users within IREDA based on their role and functionality as specified in Annexure 8 and Annexure 5 respectively. The same should comply to the OEM guidelines. Bidder is required to bring all licenses except MS Dynamics licenses as MS Dynamics licenses will be taken directly from the Microsoft, however, the bidder is required to suggest the license BOM to IREDA. Design and procure IT infrastructure/ licenses (including IT & non-IT components, if any) which shall be compatible with the To Be D365 solution on cloud to meet IREDA's Business requirements, solution performance requirements and service level agreements.
- Based on the current licenses owned by IREDA, bidder has to size and estimate the number of licenses required by IREDA during the tenure of the contract.
- The bidder has to use D365 for HRMS, finance and accounting and Inventory Management to fulfil the requirement as mentioned in Annexure 5: FRS.
    - Bidder can view the Enterprise agreement and the licenses procured by IREDA post 5 days of signing the contract with IREDA, if IREDA procures the licences under Enterprise Agreement.
    - IREDA has procured a number of licenses from Microsoft for its current Axapta 2009 solution.
- To fulfil the remaining business process/ functional requirement as specified in Annexure 5, Bidder either can propose and implement the 3rd party solution on cloud or Customize / Upgrade the existing solution and migrate the same to cloud.
    - If Bidder decides to propose and implement the 3rd party Solution then it will be the sole responsibility of the bidder to procure, implement, customise, integrate and maintain the Third-Party solution on Cloud with D365 with DC & DR without any additional cost to IREDA.
    - If Bidder decides to Customize / Upgrade the existing solution then it will be the sole responsibility of the bidder to customise, integrate and maintain the solution with D365 with DC & DR without any additional cost to IREDA. The bidder will be required to move the solution(s) to cloud and has to factor in the same cost. The details are provided in Annexure 7.

- Initially, the Bidder must procure licenses required for development of the application (Except MS Dynamics Licenses, which will be taken directly from the Microsoft). The prices for the same must be added in Annexure 4: Commercial Bid Format. Bidder has to estimate the licensing requirement and infra and size the cloud for the entire tenure of the contract.
- The bidder would only be required to procure these licenses only once a PO is issued by IREDA to the Bidder. These licenses cannot be billed to IREDA until acceptable to IREDA and until a PO is issued by IREDA to the selected Bidder.
- The bidder should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFP are made available from day one of the solution going live. Any new government/ regulatory requirements that impact the provided solution to the Company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional cost during the period of the contract.
- The Bidder will be responsible for setting up the test environment for interface testing.
- The Bidder will help/assist IREDA in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the IREDA.
- The Bidder will be required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by IREDA or can be a finding of any internal or external audit conducted by IREDA or its auditors on a periodic basis.
- Development of forms, reports, interfaces, custom components and enhancements to meet business requirements
- Testing (which would include but not limited to unit testing, integration testing, user acceptance testing, load testing, stress testing and stabilization testing)
- Quality assurance and compliance of OEM recommendations
- Preparation of templates for data collection, verification & migration. Provide required training and support to IREDA in data collection & verification process. Complete responsibility for data migration
- Bidder has to migrate the data from current applications to target applications. Bidder has to factor in the cost of manpower and tools (if any) required for data migration.
- Bidder has to provide onsite support for the entire solution - 1 technical and 1 functional support at minimum. The billing of the support will start post go-live stabilisation support. The bidder will also need to provide the ticketing tool to log-in complaints for deployed solution. The tool can be accessed by certain personals of IREDA and helpdesk.
- Bidder has to provide the functional overview training, detailed functional training, technical training and end-user training for all the application to be maintained by the bidder in consultation with IREDA.
- Change Management activities through-out the life cycle of the project
- Post go-live support for the solution, functional & technical support for implemented solution & related services.
- The successful bidder is required to bring in a Third-Party Independent Auditor empanelled by CERT-IN for the audit of the entire solution being implemented at IREDA. The bidder must resolve the queries/gaps arising out of the audit at no extra cost to IREDA. Also, any payments made on account of conducting the application/ERP audit shall be scope of the bidder.
- The bidder is required to obtain vetting services from ERP Product OEM i.e., Microsoft for the vetting of Technical Solution Design and System Architecture at no extra cost to IREDA. The bidder has to resolve and make changes in the design/application as suggested by the OEM.
- The bidder is required to engage a Third-Party Independent Auditor empanelled by CERTIN for migration audit, which essentially includes pre-migration and post-migration audit of the application.
- Deployment of resources on-site at the project location(s)
- Complete project management activities as per standard norms & practices.

- Any other activity for successful integration and implementation of the solution

4.2Detailed Scope of Work

4.2.1 Proposed Solutions

4.2.1.1 Microsoft Dynamics 365 Solution Deployment on Cloud

- IREDA intends to migrate to Microsoft's D365 platform on cloud from the current Axapta 2009 solution (which is currently on premise). The Implementation Partner shall be responsible for sizing, procurement, and installation for the proposed solution on cloud. The required infrastructure setup on cloud needs to be in accordance to the requirements mentioned in the latest OEM Licensing guide for D365.
- The Bidder is expected to study IREDA requirements in detail and bring in industry knowledge, best practices and products available in the market to successfully augment any component, policies, and procedures if required to the prescribed IT solution as per the latest Microsoft D365 manual.
- Bidder must adhere to steps as defined in clause 4.3 of Section VI – Technical Requirements: Proposed solution implementation to produce deliverables as mentioned in clause 4.4 of Section VI – Technical Requirements: list of deliverables.
- Licence of D365 shall initially be procured by IREDA in minimum seat configuration. After UAT and before go-Live, the final list of licences shall jointly be worked out by Implementation Partner and IREDA and the same shall be procured through Enterprise Agreement between IREDA and Microsoft.
- The Bidder would have to design and procure any additional application or infra (including IT & non-IT components, if any) which shall be compatible with the To Be D365 solution on cloud to meet IREDA's Business requirements, solution performance requirements and service level agreements. The additional application/ third party application/ Bolt-On application shall be built on D365 environment.
- The Bidder is required to organize the training for the core team and end users.
- The Bidder is required to maintain the application during the entire tenure of the contract.
- The bidder is required to provide exit option from on-cloud to on-premise, at the discretion of IREDA.

The Bidder would have to implement the following modules of D365:

4.2.1.2 Finance and Accounts

The Finance and Accounts module defines and manages the entire financial and accounting structure of organization starting from recording all the transactions by utilizing established accounting principles and applicable standards. The module provides the capability to document processes, prepare reports, generate and analyse data, applying controls and performing accounting tasks such as maintaining ledger, balance sheet, profit and loss statements etc.

The entire module has been further broken down in following sub parts:

1. General ledger/ schedule
2. Tax management
3. Bank reconciliation statement
4. Fixed asset accounting
5. Budgeting

6. Third party payments
7. Investments
8. Costing and financial controls
9. Profitability analysis
10. Audit
11. Managing accounting year end closing

A brief description of areas to be covered in Finance and Accounts module are as given below:

1. General Ledger/ Schedule

   Herein the rules for linking the sub ledger and general ledger are defined. The preparation and presentation of accounts and all other accounting activities are linked to relevant accounting principles, policies and standards. It covers the following areas to configure and manage the accounting functions:

   i. Defining chart of accounts
   ii. Matching general ledger with sub ledger
   iii. Accounting principles and policies
   iv. Ind-AS
   v. Invoicing
   vi. Accounting data display
   vii. Generation of trial balance, P&L account and Balance sheet
   viii. Journal posting
   ix. Foreign currency transactions
   x. Data related to bonds issued
   xi. Inter unit transactions (If any)

2. Tax Management

   It covers the mapping of all the applicable taxes in the system based on specific rules and applicability thereon as per the statutory requirements. The main components covered are:

   i. Defining tax structure
   ii. Tax calculations
   iii. Tax returns
   iv. Challan generation
   v. Tax payments
   vi. Capturing changes in tax rules
   vii. Provision for taxation
   viii. Reports generation

3. Bank Reconciliation Statement

   It captures the requirement to integrate through automation, the reconciliation system with the payment and collection recording modules and generation of bank reconciliation statement

4. Fixed Asset Accounting

It provides the centralized definition for fixed assets by defining fixed asset categories, description and multiple depreciation rates. It captures the entire life cycle of fixed assets from procurement till disposal and talks about the following major areas:

xii. Fixed asset master
i. Fixed asset register
ii. Depreciation calculation
iii. Schedule of fixed assets
iv. Capitalization of asset
v. Asset Revaluation
vi. Retirement of an asset
vii. Gain/Loss on disposal
viii. Insurance of an asset

5. Budgeting

It captures the requirement of budget preparation for the purpose of implementing various control measures and for carrying out analysis for the purpose of decision making.

6. Third Party Payments

This aims at capturing all the requirements relating to payments to be made to third parties starting from the process of creation of vendor master upto the final payment to them and covers the below areas involved therein:

1. Vendor master creation
2. Vendor codes
3. Processing advance payments
4. Generating payable reports
5. Payment methods
6. Recurring payments
7. Payment authorization based on DOP
8. TDS related processes

7. Investments

The module covers the process of inviting bids from banks for the purpose of making investments and generation of related information.

8. Costing and financial Control

It covers the functionality to define and create cost centres to support basis for allocation of various costs. Expense segmentation into cost centres allows for greater control of total costs. Accounting for resources at a finer level such as a cost centre allows for more accurate forecasts and calculations.

9. Profitability Analysis

It allows the organization to forecast the profitability of an existing project or a sector. It also allows the user to define and create profit centres and showcase the profitability analysis based on multiple parameters like policy, type, product, customer, category etc.

10. Audit

It captures the requirements essential for carrying out the all types of audits smoothly by generating and providing the required information on timely manner. The main components covered under this head are:

i. Data tracing at the lowest level of detail
ii. Information and reports generation

11. Managing Accounting Year end closing

This covers the functionalities to enable and manage smooth accounting year end closing. The requirements talk about the following major areas:

i. Performing unlimited closing cycles
ii. Posting accruals
iii. Concurrent posting to prior and current fiscal years till accounts finalization
iv. Carrying forward correct balances to new financial year
v. Generation of financial reports

4.2.1.3 Payroll

1. Income/ Earnings

This part covers the different components, which form a part of employees' salary at IREDA, their associated rules, calculations and handling of each of those salary components. The module lets the user define these components and their associated rules, which could be different for different grade or cadre. Users can also set-up any recurring payments such as conveyance allowance for employees for a period or for entire financial year. It also addresses areas with following details:

i. Integration with HRMS for attendance and leave data
ii. Computation of earning components – fixed and cafeteria allowance
iii. Dearness allowance calculation and logic
iv. Processing increments
v. Provident Fund
vi. Salary of employees on deputation
vii. Full and final settlement
viii. Employee joining and leaving formalities – related to payroll
ix. Prorated and retrospective calculation logics
x. Bonus/incentive payments
xi. Advance payments
xii. Arrears

2. Tax & Deductions

Under this section, users can define different deduction components along with their associated rules, just as mentioned for income/earnings. The calculation and setup of Tax along with functionalities associated with its handling are also specified in details in this section. Following topics portray a list of areas for payroll, which are addressed in this section:

i. Employee TDS calculation
ii. HRA rebate and calculation

iii. Management of payments related to leased accommodation
iv. PF/VPF deduction
v. Superannuation
vi. Benevolent fund
vii. Leave without pay
viii. Meal vouchers
ix. Donations
x. Recoveries
xi. Tax forecasting, calculations, exemptions and deduction, etc.
xii. Investment declaration, submission and tax rebates

3. Terminal Benefits

This section details system requirements related to payments associated with terminal benefits of employees, which includes:

i. PF,
ii. Gratuity,
iii. Benevolent fund,
iv. Superannuation,
v. Post-retirement benefits on employee termination
vi. Outstanding balances
vii. Nominee handling

4. Reports

Payroll module FRS also covers system requirements which are related to generation of various reports, required by either employees related to their salary or by HR/Payroll managers, such as:

i. PF related reports
ii. Managerial remuneration
iii. Loans and advances – payments and recoveries of long and short term loans
iv. Superannuation report
v. Salary slip
vi. TDS report
vii. Form 16, 24B
viii. Tax forecast
ix.

4.2.1.4 HRMS

1 Employee Records

This is the starting module of entire HRMS where employee records will be created at their joining and will be modified throughout the life of employee's employment, as and when required. It covers following areas of employee's information:

i. Masters of employee categorization such as Grade, Gender and Category etc.
ii. Employee details
 a) Employee personal details
 b) Dependent details

c) Contact details
d) Account details
e) Identification details
f) Executive information
g) Additional details related to NOC, reservation and other histories

2 Organization Management

This module covers setup of organization level master details which will cover mapping of resources at different levels, locations, departments and other groups. Organization management will serve as one stop shop for getting an overall view of how the organization is structured and where the resources are deployed. It will set the positions along with reporting hierarchy of employees, which can further be used for purposes such as promotions, man-power planning, transfers, recruitment and separation.

The main components covered under this module are:

i. Organization chart and position master
ii. Manpower planning

3 Attendance & Leaves Management

This module covers employee leaves and attendance management and how the two link to provide inputs to HR and Payroll department for various considerations such as salary and benefits. The system defines how different leaves can be configured in the system along with their rules related to:

iii. Applicability of a leave,
i. Process of applying and approving/rejecting leaves,
ii. Holidays,
iii. Leave credit,
iv. Leave encashment,
v. Lapse and carry forward,

The module also covers keeping record of attendance using number of hours spent by an employee as leave, office hours, outstation duty and movement order and generating various kinds of reports related to attendance and leaves data.

4 Transfer & Promotions

This module covers functionalities related to transfers, promotions and deputation of employees. With respect to transfers, the requirement talks about following major areas:

i. Request and approval process for transfers
ii. Integration with positions master and man-power planning
iii. Transfer history
iv. Handover takeover process
v. Tracking joining and relieving
vi. Rotational transfers

For promotions, system covers following aspects:

i. Career path
ii. Eligibility management
iii. Promotion process (shortlisting, interview, approval, promotion letter)

iv. Probation period
v. Integration with man-power planning
vi. Backdated promotion and retrospection
vii. Seniority list

Apart from this, functionalities covering records of deputation (depute-in and depute-out) have also been specified in this module.

5 Annual Performance Appraisal Report (APAR)

The module covers complete set of functionalities required to handle annual performance appraisal cycle starting from KRA setup till the closure of PRP. Following are the specifics covered in detail under this module:

i. Configuring hierarchy for each employee
ii. Process of KRA issuance and acceptance
iii. Performance review
iv. Performance related pay
v. Feedback mechanism
vi. Tracking deadlines and enablement of alerts, escalations and penalties
vii. Multiple lines of KRA

6 Training & Development

Training and development module cover functionalities related to identifying and keeping track of organizations development needs and fulfilling them through various trainings. It encapsulates the entire process of posting and registering for trainings as well as maintaining records of trainings for different considerations such as APAR. The module also covers setting-up and tracking of various deadlines and budgets, allocated for training purpose.

The module has been divided into following sections:

i. Budget tracking and target setting
ii. Identification of training needs
iii. Training assessment survey
iv. Employee training history
v. Nomination and recommendation for training – including approval process
vi. Training setup
vii. Training progress and participation monitoring
viii. Feedback
ix. Reporting

7 Recruitment

The module covers functionalities for processes related to employee recruitment and onboarding. It defines the functional needs related to following areas of recruitment:

iv. Requirement gathering for vacancy
i. Category and reservation considerations
ii. Eligibility
iii. Integration with IREDA's website
iv. Applicant profiling and screening
v. Test and interview planning and result recording
vi. Verification
vii. Appointment

viii. Probation
ix. Induction

8 Separation

In separation, all the separation scenarios – resignation, VRS, termination, compulsory retirement, disablement, death, fraud etc. - which the system should be able to handle have been defined. It also covers following processes related to all kinds of separation:

i. The exit formalities and checklist
ii. Relieving letter
iii. Notice period
iv. Process for resignation
v. Separation benefits
vi. Exit interviews

9 Employee Benefits

This module covers the set of benefits which IREDA has provisioned for their employees along with defining processes and record keeping of each of those benefits. Employee benefits comprise of following:

i. Reimbursements
    a) conveyance,
    b) medical (normal & hospitalization),
    c) uniform,
    d) telephone,
    e) mobile,
    f) laptop,
    g) leave encashment and
    h) out-of-pocket

ii. Loans and Advances
    a) house building loan ,
    b) consumer articles,
    c) festive advance,
    d) vehicle loan,
    e) computer loan,
    f) temporary loan,
    g) tour advance,
    h) salary advance

iii. Perquisites and other benefits
    a) Company Leased Accommodation
    b) Death/Retirement benefits
    c) Payment/reimbursement for higher education
    d) Professional bodies membership fee
    e) Incentives such as family planning and Hindi proficiency
    f) Posting related benefits
    g) Group personal accidental insurance
    h) Post-retirement benefits

4.2.1.5 Employee self- service

The Employee Self-service module acts an Interface between the employee and the HR. Applicable requests raised by the employee through ESS would need to be approved by the HR and similarly the HR can receive inputs from the employees regarding any surveys and queries put up by them. The ESS Module will help provision for the below mentioned functionalities/applications to the employees

i. Leave Application
ii. Outdoor Duty
iii. Movement Order
iv. Residential Proofs
v. Perks and Allowances
vi. Requisition for Staff car
vii. Provision for Higher studies
viii. Employee Satisfaction Survey
ix. Option to send Bulk SMS
x. Annual Property Statement/ Returns
xi. Annual Return Under Lokpal Act
xii. KRA Issuance / KRA Acceptance / Appraisal
xiii. Indent Form(Purchase Requisition)
xiv. NOC for Foreign Private Visit/ Passport
xv. Hindi Knowledge Exam
xvi. Local Conveyance Expenses
xvii. Annual declaration of dependents
xviii. Requisition of arrangement of meetings
xix. Requisition for Issuance of Authority Letter for Indoor Treatment
xx. Undertaking for CDA Rules
xxi. Code of Ethics and Business Conduct
xxii. Undertaking for ITAUP
xxiii. Monthly Reimbursement for Conveyance Expenses
xxiv. Leased Accommodation
xxv. Reimbursement of Fees for Professional Bodies Institutes
xxvi. Out of Pocket Expense
xxvii. Medical Reimbursement
xxviii. Leave Encashment
xxix. Telephone Reimbursement
xxx. Uniform Reimbursement
xxxi. AGM and Diwali Festival Mementoes
xxxii. Laptop Reimbursement
xxxiii. Payments by F&A
xxxiv. Festival Advance
xxxv. Consumer Article Advance
xxxvi. Vehicle Advance
xxxvii. Repayment Status Report

4.2.1.6 LOS

The bidder has to procure (3rd party solution)/Customize (existing application), size, implement, integrate and maintain the LOS solution with the functionalities mentioned in Annexure 5. The bidder has to deploy the 3rd party solution on cloud or migrate existing solution to cloud.

Bidder has to adhere to steps as defined in clause 4.3 of Section VI – Technical Requirements: Proposed solution implementation to produce deliverables as mentioned in clause 4.4 of Section VI – Technical Requirements: list of deliverables.

In any case it will sole responsibility of bidder to maintain, size, customize, integrate with other applications and operate the same on cloud.
Some of the functionality for the solution to be implemented are mentioned below:

1. Product Creation

   This module will serve the purpose of creating the master of all the rules, process and terms for different schemes at IREDA. The components covered under product setup can vary with sectors, sub-sectors and type of projects. The one-time setup of all scheme related parameters can be created from scratch or cloned, the changes can be versioned, applicability for certain periods can be defined and approval workflows can be set as per DOP. The components which can be configured along with associated rules for a scheme are as follows:

   i. Eligibility rules and criteria
   ii. Security requirements
   iii. Mandatory documents
   iv. Interest reset clause
   v. Penal Charges
   vi. Interest rates
   vii. Rebates
   viii. Subsidies
   ix. Moratorium and repayment period
   x. Mode of disbursement
   xi. Fund utilization and construction period
   xii. Disbursement schedule
   xiii. Incidental charges
   xiv. Appropriation/settlement order
   xv. Restrictions and rules on loan amount
   xvi. Restrictions and rules on promoter's contribution and IREDA exposure
   xvii. Different type of fees
   xviii. Pre-payments
   xix. Incentives

2. Online Loan Application (OLA)

   This module specifies requirements associated with online loan application including setup of OLA forms, tabs, pages and sections. Different forms can be configured as per different schemes, sectors, sub-sectors and project type. The requirements have been specified on login and registration process, payment options, attachments and enclosures apart from setting up different parts of application form. The requirements around post-submission of application form such as flow of data to other modules, integration with customer portal and alerts have also been specified.

3. Loan Origination

Loan origination module captures requirements spanning across entire life-cycle of loan till disbursement. It captures general configuration requirements around workflows, attachments, alerts and turn-around time defining apart following sections:

i. Application registration
ii. Fees handling and processing
iii. Dealing officer allotment
iv. Eligibility checks
v. KYC Verification
vi. External and CIBIL rating
vii. Internal rating (important data capture and flow of data with CRRS)
viii. Due diligence
ix. Social and Environmental impact assessment
x. Sanction process
xi. Disbursement note preparation
xii. Handling additional loan requests
xiii. Loan application status and summary
xiv. Guarantor details
xv. Commissioning capacity / SCOD
xvi. Letter of Comfort request
xvii. Line of Credit Marking
xviii. Service Standard
xix. Loan Agreement Projection
i. TRA Account
ii. Service Requests:
    a) NOC
    b) OTS
    c) Reschedulement
    d) Prepayment
    e) Request for sharing appraisal report
    f) Interest reset

4. Customer Portal

This module is an external customer facing application meant for interaction between IREDA and its customers. The functionalities cover entire communication cycle starting from online loan application submission till closure of loan. The customer portal requirements have been drafted to cover login, registration and general configuration requirements apart from the functional ones, which are listed below:

i. Online customer profile management
ii. Listing of loan profiles by same customer
iii. Loan profile details, containing:
iv. Project details
v. Securities
vi. Commissioning data
vii. Disbursement details
viii. TRA details
ix. Guarantor details
x. Promoter details
xi. Loans from other sources

xii. Means of finance
xiii. Interest rate history
xiv. Fee history
xv. PDCs
xvi. Demand notice history
xvii. Repayment history
xviii. Availability to download reports and receipts related to loan account
xix. Correspondence response to IREDA requested information
xx. Service requests
xxi. Payments
xxii. Link and integration with OLA

4.2.1.7 LMS

The bidder has to procure (3rd party solution)/Customize (existing application), size, implement, integrate and maintain the LMS solution with the functionalities mentioned in Annexure 5. The bidder has to deploy the 3rd party solution on cloud or migrate existing solution to cloud.

Bidder has to adhere to steps as defined in clause 4.3 of Section VI – Technical Requirements: Proposed solution implementation to produce deliverables as mentioned in clause 4.4 of Section VI – Technical Requirements list of deliverables.

In any case it will sole responsibility of bidder to maintain, size, customize, integrate with other applications and operate the same on cloud.
Some of the functionality for the solution to be implemented are mentioned below:

1 Product Creation

This module will serve the purpose of creating the master of all the rules, process and terms for different schemes at IREDA as mentioned in LOS section

2 Loan Management

Loan management module consist of requirements around complete handling of financial part associated with Loan Management starting disbursement (apart from accounting, which has been covered in a separate module). Loan management is the most critical module with maximum set of requirements around following areas:

i. Master setup related to:
   a) LD
   b) Rebates
   c) Legal constitution relationship
   d) Source of fund
   e) Security
   f) Transaction type
   g) Legal status
   h) Customer posting profile
   i) Sector group
   j) Sub-sector group
   k) Interest

ii. Project master details/loan details

iii. Customer creation/setup
iv. Dues calculation and demand notice generation
v. Disbursements
vi. Repayment
vii. PDCs
viii. NPA
ix. Write-off
x. OTS
xi. Prepayments
xii. Interest reset
xiii. NOC
xiv. Reschedulement
xv. Letter of Comfort
xvi. Guarantee Assistance
xvii. Project Monitoring
xviii. Interest and Due calculations and recalculations

4.2.1.8 Legal Management System

The bidder has to procure (3rd party solution)/Customize (existing application), size, implement, integrate and maintain the Legal Management System solution with the functionalities mentioned in Annexure 5. The bidder has to deploy the 3rd party solution on cloud or migrate existing solution to cloud.

Bidder has to adhere to steps as defined in clause 4.3 of Section VI – Technical Requirements Proposed solution implementation to produce deliverables as mentioned in clause 4.4 of Section VI – Technical Requirements list of deliverables.

In any case it will sole responsibility of bidder to maintain, size, customize, integrate with other applications and operate the same on cloud.
Some of the functionality for the solution to be implemented are mentioned below:

Legal module captures requirements spanning across entire lifecycle of loan till disbursement. For the legal department, it requires functionalities around following areas:

i. Pre-execution
ii. Execution
iii. Post-execution
iv. Disbursement compliance
v. Handling additional loan requests
vi. Loan application status/summary
vii. Service standard
viii. RTI
ix. TRA Account
x. Advocate Appointment
xi. Safe custody
xii. DSRA
xiii. PDC Management

Apart from these functions, through Legal module, users would be able to communicate with other team members through **integration with LMS and Loan Origination part of PTS**; and with customers through **customer portal**

4.2.1.9 Credit Risk Rating system

The bidder has to procure (3rd party solution)/Customize (existing application), size, implement, integrate and maintain the CRRS solution with the functionalities mentioned in Annexure 5. The bidder has to deploy the 3rd party solution on cloud or migrate existing solution to cloud.

Bidder has to adhere to steps as defined in clause 4.3 of Section VI – Technical Requirements: Proposed solution implementation to produce deliverables as mentioned in clause 4.4 of Section VI – Technical Requirements: list of deliverables.

In any case it will sole responsibility of bidder to maintain, size, customize, integrate with other applications and operate the same on cloud.

CRRS module has been designed to cover internal rating process during loan application appraisal, based on which the interest rates for the borrower are decided. The requirement contains seamless integration from different modules such as customer portal, Online Loan Application and Loan Origination module to derive inputs and flow output (rating).

The requirements mentioned covers capabilities which should be present in the system to enable users to set/configure parameters, risk groups and assigned weightages for multiple sectors, sub-sectors and project types. It covers capability to enable workflows through which multiple rounds of review can be undertaken, comments can be incorporated and versions of ratings can be stored. The FRS, thus, has been structured around following areas:

i. General setting: setting up master and relationship of following to configure different rating forms
   a) Grades
   b) Sectors
   c) Sub sectors
   d) Project type
   e) Risk groups
   f) Parameters
   g) Weightages
ii. Managing request for rating and rerating
iii. Rating process - answering questionnaire parameters and arriving at weighted scores of risk groups
iv. Workflow and reviews
v. Calculation logic

4.2.1.10 Liability Management solution

The bidder must procure (3rd party solution)/Customize (existing application), size, implement, integrate and maintain the Liability Management solution with the functionalities mentioned in Annexure 5. The bidder must deploy the 3rd party solution on cloud or migrate existing solution to cloud.

Bidder has to adhere to steps as defined in clause 4.3 of Section VI – Technical Requirements: Proposed solution implementation to produce deliverables as mentioned in clause 4.4 of Section VI – Technical Requirements: list of deliverables.

In any case it will sole responsibility of bidder to maintain, size, customize, integrate with other applications and operate the same on cloud.
Some of the functionality for the solution to be implemented are mentioned below:

1. Loan Master

   This module will serve the purpose of creating the master of all the Loans taken (Borrowed) in foreign currency as well as in Indian rupee. Apart from defining the components which can be configured in loan master the module also defines the requirements for rules for calculating interest, fee etc. and generating loan related information.

   i. Details of loan agreement
   ii. Recording borrowings in foreign currency
   iii. Detail of amounts drawn from total sanctioned amount
   iv. Calculation of interest payable
   v. Calculation of penalties and other fee
   vi. Generating bank remitting letter
   vii. Revaluation of foreign currency loans
   viii. Repayment schedule

2. Hedging Data Master

   Hedging data master module captures requirements to create master of hedge agreements of different types of deals, entered by IREDA against loans borrowed in foreign currency. It also defines the requirement for rules for carrying out calculations involved in hedging transactions and linking the Loan master with hedging master through unique loan number and generating loan linked complete hedging reports and information.

   i. Deal types
   ii. Separate master for each deal type
   iii. Cost Reduction structures
   iv. Interest calculations
   v. Calculation of penalties and another fee
   vi. Linking Loan master and hedging data master
   vii. Summarized reports on hedged and unhedged portion of foreign currency loan
   viii. Gain or loss on open exposure

3. MIS for Lines of Credit

   It captures and maintains the details of projects proposed and approved under various lines of credits (i.e. foreign loans), amounts received and disbursed towards these projects and the balance available for drawl. It covers the following areas:

   i. Creation of master of drawl/disbursement status of projects
   ii. Reports based on projects/Borrowers
   iii. Reports for each line of credit
   iv. Summary reports for all lines of credit

4.2.1.11 Inventory Management

The bidder must procure (3rd party solution)/Customize (existing application), size, implement, integrate and maintain the Inventory Management solution with the functionalities mentioned in Annexure 5. The bidder has to deploy the 3rd party solution on cloud or migrate existing solution to cloud.

Bidder has to adhere to steps as defined in clause 4.3 of Section VI – Technical Requirements: Proposed solution implementation to produce deliverables as mentioned in clause 4.4 of Section VI – Technical Requirements: list of deliverables.

In any case it will sole responsibility of bidder to maintain, size, customize, integrate with other applications and operate the same on cloud.

This module will serve the purpose of capturing and managing the life cycle of all the items forming part of inventory starting from the requisition of item till its issuance.
The areas covered under this module includes the following:

i. Creating and defining items forming part of inventory
ii. Purchase order generation
iii. Receipt and Issuance of items
iv. Indent requests
v. Inventory records

4.3Proposed Solution Implementation

The Bidder shall be entirely responsible for proposing the Solution which satisfies all features, functions and performance as described in this document. The bidder shall be responsible for design, development, and implementation of the proposed solution. Bidder shall ensure that applications/ product, which are being proposed for IREDA are not end of life and have OEM support for next 5 years.

The Implementation Partner shall be responsible for installation of software, database, tools, and any other component (together referred as proposed solution) required for making the proposed solution successfully operational as per the requirements in this RFP document. The phase-wise services required from the Implementation Partner for the solution implementation are as below:

Sign off at each Project Milestone

IREDA and the Implementation Partners Project Manager shall jointly sign the closure document at the end of each project milestone, as mentioned below, as per agreed scope of work.

1. SRS Signoff
2. Completion of development of all business scenarios
3. User Acceptance Test Initiated
4. Data Migration Signoff
5. User Acceptance Test Signoff
6. Go-Live
7. Stabilized System Signoff by IREDA

The phase shall only be closed once all the activities of that phase have been completed in all respects. However, activities for subsequent milestones may be started before closure of previous milestones.

Below are the timelines for the completion of each of the Project Milestone

Project Milestone	Timelines for completion (T0 is the date of project Kick-off and M refers to Month)

SRS signoff	T0 + M2
Completion of development of all business scenarios	T0 + M4
UAT initiated	T0 + M5
Data Migration sign-off	T0 + M8.5
UAT Signoff	T0 + M8
Go Live	T0 + M9
Stabilized system signoff by IREDA	T0 + M21

4.3.1 Project Initiation

The Implementation Partner is required to provide a project charter containing brief project description, approach and methodology, milestones, project organization, roles and responsibilities, project risks and mitigation plans, dependencies etc. This should be prepared at the start of the project and submitted to IREDA for approval/acceptance, for meeting the overall timeline of the project as contractually committed through the Bid response.

The Implementation Partner is also required to provide a detailed project plan, capturing all activities with resources required, their roles and responsibilities and time schedule of deliverables at the start of the Project and submit to IREDA for approval. The project plan should include a detailed plan view for installing and implementing the proposed solution covered under this RFP.

As part of RFP response, Implementation partner is expected to provide Project plan as per the formats given in Annexure 3.

4.3.2 Business Blueprint

Implementation Partner will perform a business process analysis and prepare a Business Blueprint (‘As Is’, ‘To be’ and Gap Analysis) Report with required process definition and flow diagrams, process enhancements and gap-fitment analysis to map all business requirements of IREDA in the proposed solution as per the functional scope. Implementation Partner is expected to conduct workshops, give detailed presentations on the Business Solution Design, which will include the gap analysis, way forward to fill the gap and specific recommendations for adoption of new improved business processes by IREDA

Business Design Objective, approach and methodology should ensure the following steps

- Simplification and Standardization of Processes: The processes of all divisions need to be studied and simplified into logical steps at first from the perspective of standard integrated processes. All processes need to be depicted into simple flow diagrams with clear linkages. This will help in reviewing some of the old manual practices in view of the integrated system scenario of the future. Implementation Partner also needs to explore the standardization of processes across all lines of businesses/divisions.

- Solution capability: To ascertain adoption of proposed solution functionality by IREDA the principle to be applied is that if proposed solution offers a particular functionality relevant to IREDA processes, those set of processes will move to proposed platform irrespective of whether they are currently manual or enabled through current applications.

- Elimination of redundant and non-value adding processes: After simplifying the processes, all processes are to be reviewed to eliminate the redundant steps and practices. Non availability of information across the departments results in repetitive and redundant activities in a manual work environment.

- Leading Practices: After eliminating the redundant processes, reengineering of processes need to be done keeping in view the standard best available processes/practices available in the proposed enterprise solution software. The primary objective of this step is to enhance functional efficiency and process performance and minimize requirement of customization of the product. This is the most important phase which will have a strong bearing on the overall performance of the final solution.

The business blueprint document shall include the following

1. The TO-BE process design shall include

    a) Overall Organization design
    b) Process charts / flow diagrams outlining broad processes and sub-processes for each function (including reversal cycles and process variants)
    c) Codification system
    d) Procedure for key structure allocation
    e) Checks and controls for processes
    f) Roles and responsibilities for processes
    g) Business process improvement planned through new process design
    h) Integration with existing systems which are to be retained

2. MIS and Reporting requirements

    a) Required report formats
    b) Management dashboards for various levels

4.3.3 Technical Solution Design

The Implementation Partner shall draft a detailed Technical solution design for IREDA scope of implementation (mapping each process and functional requirements to proposed product specific technical requirements), which would be the basis for further implementation and realization / system development. The technical solution design document shall include the following

i. Technology configuration: The Technical Configuration shall include (but not limited to):

    a) Detailed Technical architecture of solution
    b) Interface with external systems
    c) System operating procedures

ii. System configuration: The System Configuration shall include (but not limited to)

a) Definition of user profile for all functional areas
b) Definition of Master / Transaction data structures
c) Definition of parameters for system configuration for all application modules and reporting tool(s)
d) Standard reports for each function / module
e) Customization areas with details of customization scope

iii. Data migration strategy: Data migration strategy shall include (but not limited to)

a) Master Data preparation strategy
b) Strategy for legacy/transaction data migration.

4.3.4 Data migration

IREDA will not deploy any resources for data migration; the Implementation Partner is expected to provide data migration services during the implementation.

The Data conversion and migration shall include the following activities to be performed by the Implementation Partner.

i. Defining strategy for unification of reference data / codes across the IREDA organization as appropriate
ii. Training to IREDA's Core Team to facilitate data conversion and migration.
iii. Perform the extraction of existing data from legacy systems
iv. Perform the cleansing, formatting, and conversion of data extracted from legacy systems as per the strategy provided
v. The bidder shall appoint an external auditor to audit the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations.
vi. Any gaps/discrepancy observed will be reported in writing to Bidder, who will act upon them and resolve the same immediately or within 5 working days from the day of reporting the same.
vii. Bidder will be responsible to develop control reports for verification of the data both before and after migration.
viii. Bidder has to use data comparator tools for the purpose of checking the source and target data for data migration success.
ix. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately.
x. The Bidder should ensure that all tools developed (like data consistency tools, validation tools, data migration tools, data collection tools, etc) by the application bidder during the implementation or to be used during the implementation should be made available to IREDA at no additional cost till all the offices are rolled out.
xi. Bidder shall provide support during the data migration exercise in the mock/staging environment.
xii. IREDA will not provide any IT infrastructure for the purpose of staging or conducting Mock Migrations as part of the Data Migration activity. All infrastructures will be required to be provisioned by the Bidder as part of the RFP response.

The entire data since IREDA's operations, has to be migrated into the proposed solution, this shall include all transactional, non-transactional and any other form of data including

- Complete set of data in existing financial system.

- Master data such as vendors/suppliers, contractors, customers, Employees, Material, assets, debtors, creditors, projects, Work breakdown structures, Organization assets and equipment, preventive maintenance, work specification, defect codes, cost data, etc.
- All open projects, including project plan, progress monitoring and tracking of deliverables, project financial data, deliverables, etc. The live project data to be populated based on the agreed TO-BE process requirement.
- All the associated drawings and test results etc. as applicable.
- Archival data for pattern or trend analysis or statutory / legal requirements etc.,
- Data Migration volumetric requirements

The Implementation Partner would be responsible for ensuring that data migration is complete in all aspects. The key tasks and responsibilities of the Implementation Partner and IREDA for data migration would include

1. Data Identification and Preparation
2. Data Cleansing
3. Data Extraction
4. Developing data conversion scripts
5. Testing and Verification

i. Migrating the data from the other systems/manual operations to the proposed system will include identification of Data Migration requirements, collection and migration of user data, collection and migration of master data, closing or migration of open transactions, collection and migration of documentary information and migration of data from the legacy applications/systems

ii. The Implementation Partner shall carry out migration of all data which may be available at various IREDA offices and sites.

iii. The Implementation Partner shall formulate the "Data migration strategy document" which will also include quality assurance mechanism. This will be reviewed and signed–off by IREDA prior to commencement of data migration.

iv. The Implementation Partner shall generate appropriate control reports before and after migration to ensure accuracy and completeness of the data.

v. The Implementation Partner shall identify and convey to IREDA in advance about all the mandatory data fields required for functioning of the proposed solution and which are not available in the legacy systems/manual files that are required to be obtained by IREDA.

vi. The Implementation Partner shall develop data entry programs/ applications templates along with necessary guidelines that may be required for the purpose of data migration in order to capture data available with/ obtained from IREDA in non-electronic format.

vii. The Implementation Partner shall conduct the acceptance testing and verify the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.

The data migration services will include development of templates in consultation with IREDA for data conversion if required as well as converting the data from physical form to digital form wherever required

Implementation Partner shall develop data entry programs / applications that may be required for the purpose of data migration in order to capture data available with / obtained by IREDA in non – electronic format

4.3.5 System Development

The Implementation Partner shall be responsible for installation of proposed software, tools, and any other component (together referred as proposed solution) required for making the to-be solution successfully operational as per the requirements of IREDA.

Based on the approved business blueprint and technical design, the Implementation Partner will undertake the system configuration and customization. After completion of configuration / customization of the product, Implementation Partner shall carry out a trial run. If the need arises and the result is not up to the expectation of IREDA's management, further reconfiguration will be done by the Implementation Partner in order to close any gaps left in meeting the desired objective

IREDA intends to implement standard Microsoft Dynamics 365 platform functionalities and the leading practices available in the offered solution, as far as practically possible. Implementation Partner is required to undertake customization that may be needed in line with the changed, improved or specific business processes requirement prepared during Business blueprint phase of the proposed solution implementation.

Implementation Partner shall implement the changes as per the Business blueprint and Technical Design Report in order to achieve the desired functionality. However, the same must be tested, accepted and approved by IREDA.

Customization: All custom developments should be carried out in a controlled and planned manner with adherence to Microsoft prescribed Coding Standards and Naming Conventions

Implementation Partner should explore all options available in Standard solution to meet the requirements, demonstrate standard options to IREDA. If IREDA concludes that no option meets the requirement and the requirement is critical for business, IP will submit the case for custom development to IREDA

IREDA reserves the right to seek customisation to meet its unique requirements and validate the design or findings suggested as custom development by the Implementation Partner.

The Implementation partner shall ensure integration across modules, with existing software, and third-party software. It is expected that the Implementation Partner shall follow standard programming practices as part of customization and development activities, and leading practices for implementation, both from the solution and industry perspective and as acceptable to Microsoft's coding standards

4.3.6 Testing

i. The Implementation partner shall provide details of tests being carried out during the implementation (e.g. including conference room pilots, unit tests, system integration tests, regression tests and final user acceptance test) as part of the bid response. Details of the testing strategy and approach should be provided in the response. The Implementation Partner would be responsible for identification of testing requirements and the associated impact as part of the bid response.

ii. The Implementation partner shall work in a manner to satisfy all the testing requirements and adhere to the testing strategy outlined. The Implementation partner must ensure deployment of necessary resources and tools during the testing phases. The Implementation Partner shall take remedial action based on outcome of the tests.

iii. The Implementation Partner shall create the test strategy document that defines the requirements and goals of proposed solution configuration, determine the tools and methods used to check that the system responds correctly, determine how and when the test will be performed and recommend how the approval process should occur. The test strategy document shall guide the project team through the implementation to ensure that planning and conducting testing activities in the various phases of proposed solution implementation are proper. The various testing phases to be conducted are as follows

- Baseline configuration testing
- Development Testing
- Integration and System Testing
- Load and Regression Testing
- User Acceptance Testing

4.3.7 Training and Change Management

4.3.7.1 Training requirements

Methodology: The methodologies to be followed by the Implementation Partner to deliver trainings include:

- Classroom training
- System walk through
- Hand on practice sessions
- On the Job Training
- Group learning where in a particular task is given to a particular group of people
- Train the Trainer

Evaluation parameters: Each training session would be evaluated by Implementation Partner using the IREDA participant feedback, based on the following high-level parameters:

- Training delivery effectiveness: based on content and presentation by trainer(s)
- Theoretical knowledge assimilation by trainees
- Practical knowledge: Ability to perform guided/unguided exercises

Evaluation mechanism: Each training session must be evaluated basis the feedback captured from IREDA users by the Implementation Partner as follows:

- Evaluations after class room sessions to ascertain the level of assimilation by the group and effectiveness of training.
- Evaluation after system-walk through
- Evaluation after a particular time of on the job training

Overall requirements for product specific training and solution Transformation to be delivered and supported by the Implementation Partner during the solution implementation project at IREDA are as below

Induction training

This training program shall be conducted during the Business blueprint and Technical Solution Design and System Development stage and shall cover the following:

- Change Management requirements during each stage of project
- Organization transition to proposed solution
- End to end processes in selected solution

Solution Handling – 1

This training program shall be conducted during the System development stage and shall cover the following

- Solution handling for end to end processes
- Basic concepts and systems workflow
- Develop capability to process transactions
- Understand integration and dependencies to other process areas

Solution Handling – 2

This training program shall be conducted towards the end of System Development stage and shall cover the following

- Overview of proposed solution's end to end processes
- Function wise capability of proposed solution
- High level set up and transaction flow
- Function wise transaction processing in proposed solution
- High level configuration in proposed solution
- Capability building for training end users

End user Operation

This training program shall be conducted prior to Go-Live and shall cover the following

- Overview of proposed solution end to end processes
- Overview of proposed solution functional processes
- Function wise transaction processing in proposed solution
- Capability building for training end users

System Operation

This training program shall be conducted post go-live and shall cover the following

- System administration,
- Database administration, and
- System / hardware maintenance and operations

4.3.7.2 Change Management

The Implementation Partner would be required to set up Change Management helpdesk during the course of the Project Implementation for answering routine queries pertaining to proposed solution implementation project and providing Change Management workshops, for IREDA business and IT users.

i. The Bidder's response to this bid document must provide details of the Change Management helpdesk, communication model and approach, and proposed team composition.

ii. The team must be headed by a Change Management consultant / Training Manager, as deemed fit by the Bidder but subject to approval/replacement by IREDA

iii. Implementation Partner shall focus on building awareness amongst IREDA employees on benefits of proposed solution implementation, changes (if any) to their current roles and responsibilities, processes, changes in dashboard screens and its solution addressing the employee's concerns and apprehensions.

iv. The Implementation Partner is required to conduct the Change Management Workshops for IREDA employees. The workshop content and material shall be designed with specific focus on the requirements of various levels

4.3.8 Cutover and Go-Live

The Implementation partner would be responsible for ensuring that the switchover period from existing systems to proposed solution is as minimal as possible, as it will hamper critical business operations of IREDA. The entire data set to be transferred to the new System should be ready in terms of comprehensiveness, correctness and accuracy, before the start of data migration activities.

The Implementation Partner shall ensure that all the data to be transferred is migrated during the switchover period before cutover and new System is released forthwith to IREDA for resuming 'business as usual' (BAU) operations.

The scope of cutover shall cover all the business processes implemented in proposed solution. The cutover strategy must contain detail of the sequence of activities, schedule for the activities/tasks, data conversion and the data migrations of the necessary balances and open items before Go-Live.

The key requirements of cut over plan are as follows:

- It should detail the data migration strategy mentioning the nature and volume of backlog transactions and the specified forms/formats/templates to capture the data.
- It should detail the strategy of handling data elements and open items used for planning cut over before Go-Live.
- It should describe the various pre-requisites and assumptions used for each of the data elements before uploading in the live system.
- It should detail the various business decisions to be taken collaboratively by IREDA management and IP for finalizing the cut over strategy.

The IP is required to undertake the following to review "Go Live" readiness:

- Raising any queries with OEM support team for issue resolution.
- Review the health, usage and performance of the system till the stabilization of the system.
- Ensure resolution and documentation of all issues raised during implementation
- Complete the final configuration/ integration, load and stress testing, before switching over to production environment.

4.3.9 Quality Assurance

The Implementation Partner shall develop a Quality Assurance Plan for the execution of this project. The quality parameters should be defined specifically, tangibly and practically for all the project phases like project management, functional coverage, support services and documentation. The quality parameters should be regularly monitored and reported to IREDA. However, IREDA may appoint an Independent Quality Assurance Partner to monitor and advise IREDA during the course of implementation

4.3.10 Post Go Live Stabilization Support

The post go-live stabilization support provided by the IP would cover the following:

i. The Implementation Partner shall provide post go-live stabilization support, as a part of this project, by deploying the same technical & functional consultants at site for one year after Go-Live, as were involved during the implementation.

ii. The cost of this shall be borne by the Implementation Partner.

iii. During the Stabilization period the Implementation Partner would help IREDA user to correct any troubleshooting while doing transactions or generating reports.

iv. The Implementation Partner will update the user manuals and configuration manuals if required.

v. Any required configuration and/or customization required during this phase would be done by Implementation Partner without any additional cost to IREDA.

vi. Implementation Partner shall maintain sufficient team size to support seamless operations and maintain the SLAs proposed in this tender document

4.3.11 Reports

It is expected that custom reports need to be developed if the standard reports available in the Integrated Solution do not meet IREDA's specific requirements. These reports would include those, which would extract and present information already in the database in a specified format or could require some intelligence/ calculations built into it. Some reports would be required to facilitate execution of transactions. Given the above, the successful bidder may be required to customize critical and complex reports across all components of the Integrated Solution. IREDA would require standard & customized reports through multiple channels and at multiple frequencies, as explained below:

i. Real Time Reporting – Certain reports should be available to IREDA on a real time basis through system implemented by bidder. These would primarily be online reports and should be accessible through desktop/ laptops, mobiles or other mobility devices as applicable.

ii. Periodic Reporting – IREDA would identify some reports that need to be generated on a periodic basis, could be hourly, daily, weekly, fortnightly, monthly, quarterly etc. These reports could be provided online or through emails or in hardcopy to the users as per user preference.

iii. Ad-hoc Reports – IREDA users might also require ad-hoc reports based on business requirements. Bidder shall provide these reports within a pre-defined time to the user. These reports could be provided online or through emails or in hardcopy to the users as per user preference.

Development of custom reports must follow well-defined methodology. A brief description of the methodology employed when developing custom applications/ reports should be included in the response to the RFP Document.

It will be the responsibility of the Bidder to submit the reports asked by auditors and reports needed to verify the SLAs to IREDA.

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

System should have the capability to reports on various dimensions as specified by IREDA in various modules defined in Annexure 5: Functional Requirement Specifications.

Post migration of the existing reports, it may be required that an additional 10-15 reports per module on an average would be needed to be generated by the vendor. The format for the same will be decided by IREDA. The bidder may use Power BI tools to develop these reports

4.3.12 Application/Solution Audit

The successful bidder is required to bring in a Third Party Independent Auditor empanelled by CERTIN for the audit of the entire solution being implemented at IREDA

Migration Audit

The successful bidder is required to bring in a Third Party Independent Auditor empanelled by CERTIN for migration audit, which will validate the migration of data and associated processes from the old system (Axapta 2009) to the new system (Dynamics 365 and other allied applications). The audit would consist of pre-migration and post-migration audit of the system in terms of data migrated.

4.3.13 System and Solution Documentation

The Implementation Partner will provide detailed final system documentation for the reference of IREDA. The Implementation Partner shall provide ongoing product information for reference purposes and facilitating self-education for IREDA personnel. Soft copy version of the same shall be supplied by the Implementation Partner and shall include but not limited to the following:

i. All solution components and associated third party software product related documents
ii. Configuration document consisting of system setting and parameters for each functional module
iii. Standard operational procedure (SOP) manuals
iv. Documents related to data structures/tables
v. On-line help manual
vi. Technical manuals
vii. Installation guides
viii. System administration and Operations & Maintenance manuals
ix. Toolkit guides and troubleshooting guides
x. User manuals including system instructions and use cases, how to run a program to perform specific task in the system with sample reports, screen formats etc.
xi. Program flow and descriptions
xii. Training manuals
xiii. Any other documentation required for usage of implemented solution by the IP

4.3.14 Vetting services from ERP Product OEM i.e. Microsoft

The Successful bidder is required to obtain vetting services from ERP Product OEM i.e Microsoft for the vetting of Technical Solution Design and System Architecture at no extra cost to IREDA. The activity is to be completed after UAT and before Go-Live. Also, any non-conformities (major or minor) or observations are to be closed by implementation partner in the time bound fashion before the system goes live. The Bidder is required to incorporate the above-mentioned services in its Project Plan as part of bid response, and elaborate detailed activities if any as part of Work Breakdown Structure to be submitted during Project Preparation phase

4.3.15 Security Compliances

The bidder has to ensure the below mentioned guidelines are adhered to

i. IT Act 2008 and its Amendments
ii. ISO 27001:2013 (Information Security Management System)
iii. ISO 9001:2015 (Quality Management System)
iv. Master Direction DNBS.PPD.No.04/66.15.001/2016-17 (RBI Master Direction – Information Technology Framework for NBFC Sector)
v. Guidelines and Advisories as issued by CERT-In and Ministry of Electronics and Information Technology

4.3.16 Operations and Maintenance

As and when post implementation stabilization period ends, ongoing support track would be initiated. Ongoing support will be post implementation stabilization period completion. Operation and maintenance wherever referred in this document includes "comprehensive onsite trouble shooting support" with total responsibility for repairs including replacement of any defective components, licenses, tools etc.

i. Implementation Partner may perform due diligence to understand the IT setup available with IREDA as part of the existing setup
ii. Implementation Partner may make reasonable assumptions about the ticket volume for estimating the maintenance support
iii. The operation & maintenance period shall commence "*Post implementation stabilization period*".
iv. Bidder shall service incidents/problems/ service requests etc. and answer queries pertaining to IT setup of IREDA including but not limited to Applications, other software components, licenses, Other IT services

4.3.16.1 Maintenance Support

The Implementation Partner will provide the onsite support for the entire solution for Maintenance support phase, for supporting the proposed solution. IP should propose appropriate manpower for Technical and Functional support. The support shall include technical expertise, process implementation, policies compliance, governance and reporting. However, a complete helpdesk may not be required, but the IP will get the tickets only for the deployed solution.

The Implementation Partner will deploy a team providing support for both functional as well as technical issues

The Implementation Partner shall provide and implement from time to time the Updates/ new releases/New versions of the software and operating systems as required. The IP shall provide updates & patches of the proposed software and tools to IREDA as and when released by OEM without any additional cost to IREDA

Any change in resource should be intimated at least 4 weeks in advance to IREDA. IREDA would conduct formal interview before deployment of resources after stabilization period and/or during change of resource due to any reason after initial deployment

4.3.16.2 Maintenance Support Services

The Maintenance and Support Services will cover:

i. All product upgrades (including version upgrades, new versions), modifications, enhancements that have to be provided to IREDA free of charge.

ii. Enhancements would include changes in the software due to

   a) Statutory and Regulatory changes

   b) Changes in industry and other practices in India

   c) Or any other requirement.

Apart from the existing functionalities in FRS, anything which is the part of existing ERP application (Axapta 2009) and is not directly or indirectly translating into FRS shall be the part of scope of Implementation Partner.

4.4List of Deliverables

Following is the list of Deliverables which is required from Implementation Partner

4.4.1 Project Initiation Phase

i. Detail scope document covering all functions and business processes
ii. Project Charter outlining Project Scope, Goals & Objectives and Detailed Project Plan / Schedule
iii. Project infrastructure requirements (At all locations)
iv. Training Plan for the Project Core team members outlining Training courses, mode, venue and schedule of training

4.4.2 Business Blueprint Phase

i. Business blueprint document covering ―To-Be process design document covering
   a) List of business processes, process charts outlining processes and sub processes
   b) Business process improvement planned through new process design
   c) Definition of master/ transaction data structure
   d) Identification of reports – standard and customized
   e) Detailed audit trails

ii. Technology document outlining
   a) Details of Technical architecture
   b) Operating System environment and hardware platform
   c) Defining development system environment requirements

iii. Change management document covering
   a) Identifying change management areas and activities
   b) Communication strategy for change management

4.4.3 Data migration and Go live Phase

i. Final listing of customized requirement development document for developments, interfaces, enhancements, conversions, report requirements
ii. Data migration plan / strategy consisting of:
   a) Mapping existing data with D365 master data structures
   b) List of data to be migrated with details of granularity (transaction level or consolidated)
   c) Data conversion procedures (manual, tool based)
iii. System user manuals
iv. End-user Training plan
   a) Training requirements / courses, mode of training, venue of training and schedule
   b) Create Training System Environment
   c) Identification of users mapped to business roles and business authorization profiles
v. Project Go Live Checklist
   a) System administration document
   b) Security procedures (user creation and role assignment)
vi. Internal helpdesk plan for establishment
vii. Communication plan for end-user during Go-Live
   a) Channel of access for communication (e.g. contact person, phone, Email Id)
viii. Go-Live sign-off document

4.4.4 Post Go Live Stabilization Support Phase

i. Post go live stabilization sign off / confirmation
ii. Hand holding support (Minimum 1 technical & 1 functional consultant related to the concern module, deputed at IREDA till hand hold support period

Note: IREDA may require a pilot run on the system with any of the scenario/process as jointly agreed between IREDA and the successful Bidder at the time of award of contract to successful Bidder. The scenario / process steps as well as the timelines for the same would be mutually agreed upon by IREDA and Implementation Partner

4.5Timelines for the proposed Solution to be implemented at IREDA

Proposed timeline for the solution implementation is 9 months from the time that the contract is signed till the Go Live

This would be followed by a Post Go-Live Stabilization Support for 12 months and 36 months for Maintenance Support after the completion of post go live Stabilization support. The Bidder is expected to provide end-to-end project plan, milestones, resource loading plan, etc. with reference to the under mentioned timelines

M1 refers to Month 1, M2 refers to Month 2, etc. where Month 1 starts on the day of Project Kick off

IREDA proposes the below timelines for the integrated solution. The Bidder may propose changes, if required, in the below plan without exceeding the overall timeframe for the entire project. IREDA reserves the right to accept or reject the proposed changes.

	Activities	Months															
		1	2	3	4	5	6	7	8	9	10-11	12-13	14-15	16-17	18-19	20-21	22-57
Project Initiation																	
1	Successful bidder Onboarding																
2	Preparation of detailed implementation plan covering the complete life-cycle of the project																
3	Project Quality Management and Risk Management Plan																
4	Deployment of resources on-site at the project location(s)																
5	Requirements & Design for the entire Integrated Solution																
6	Procurement of licences and other necessary support from OEM																
7	Designing and procurement of the required IT infrastructure (including IT & non-IT components, if any)																
Business Blueprint																	
8	Designing of improved, streamlined, standardized, more efficient to-be processes through business process reengineering																
9	Development of forms, reports, interfaces, custom components and enhancements																
10	Quality assurance and compliance of OEM recommendations																
11	Technical Solution design																

	Activities	1	2	3	4	5	6	7	8	9	10-11	12-13	14-15	16-17	18-19	20-21	22-57
		Months															
Data Migration and Go Live																	
12	Preparation of templates for data collection, verification & migration																
13	extraction of existing data from legacy systems																
14	cleansing, formatting, and conversion of data extracted from legacy systems as per the strategy provided																
15	data migration																
16	System development																
17	Testing																
18	Functional overview training, detailed functional training, technical training and end-user training																
19	Solution Acceptance																
20	Vetting services from ERP Product OEM i.e. Microsoft																
21	Application/Solution Audit																
22	Cutover & Go Live																
Post Go Live Stabilization Support																	
23	System performance guarantee																
24	Post go-live stabilization support for ERP product, functional & technical support for implemented solution & related services																
Operations and Maintenance																	
25	Maintenance & Support																

4.6Acceptance Criteria

Bidder shall demonstrate the following mentioned acceptance criteria prior to acceptance of the solution in respect of scalability and performance. Bidder shall properly define all the envisaged requirement parameters for acceptance. In case required, parameters might be revised by IREDA in mutual agreement with bidder and the revised parameters shall be considered for acceptance criteria.

4.6.1 Solution Acceptance Criteria

i. The solution must pass User Acceptance Test and all the issues raised during UAT are closed with proper sign-off. It should consist of module level testing along with integration testing of all modules.
ii. The solution should meet the entire functional requirement as mentioned in this RFP Annexure 5
iii. The solution should meet the technical requirement as mentioned in this RFP Annexure 6
iv. Bidder shall demonstrate compliance to baseline metrics of each SLA mentioned in the RFP
v. All business scenarios (Including variations) of IREDA which needs to be tested during UAT/ integration testing should be documented

4.7Audit

4.7.1 Application/Solution Audit

Application/Solution Audit by a Third-Party Independent Auditor empanelled by CERTIN needs to be arranged by the successful Bidder and to be completed after UAT and before Go-live.

4.7.2 Migration Audit

The successful bidder is required to bring in a Third Party Independent Auditor empanelled by CERTIN for migration audit, which will validate the migration of data and associated processes from the old system (Axapta 2009) to the new system (Dynamics 365 and other allied applications). The audit would consist of pre-migration and post-migration audit of the system in terms of data migrated.

4.7.3 Security Audit

IREDA will get the system audited by 3rd party auditors at its own discretion. The Bidder shall provide necessary support and co-operation for the same and close the findings of the audit.

4.7.4 Inspection / Examination by RBI

RBI and other regulatory authority can carry out inspection/ examination of Microsoft's facilities, system, processes and data related to the services, as per the statutory requirements

4.8Project Management and Governance

4.8.1 Project Governance

Bidder shall be expected to propose the Governance structure as part of response to the RFP which would be further discussed and finalized mutually between bidder and IREDA team at the time of on-boarding. However, some of the key requirements for governance of this project are as follows:

4.8.1.1 Project Management Office (PMO)

Within 7 days following the contract signing, IREDA, its nominated agencies and the bidder shall each appoint a Project Manager.

Bidder shall set up a Project Management Office, consisting of a Project Manager from the IREDA team, Project Manager from bidder and other stakeholders as seem relevant. Bidder shall define governance structure between IREDA & bidder and also internal governance structure between the entities (prime bidder and sub-contractor, if any). Bidder shall maintain week by week detailed plan and report progress on the plan on a periodic basis. Exception report shall form an important component of periodic reports that will be shared with IREDA team.

PMO will meet formally on a weekly basis covering, as a minimum, the following agenda items:

i. Project Progress

ii. Performance and SLA compliance Reports;

iii. Unresolved and escalated issues;

iv. Discussion on submitted deliverable

v. Timelines and anticipated delay in deliverable if any

vi. Any other issue which either Party wishes to add to the agenda.

Bidder shall recommend PMO structure for the project implementation phase and operations and Maintenance phase

4.8.1.2 Steering Committee meetings

The bidder shall participate in monthly Steering Committee meetings and update Steering Committee on Project progress, Risk parameters (if any), Resource requirements, immediate next project steps, and any obstacles in project. The Steering committee meeting will be a forum for seeking and getting approval for project decisions.

All relevant records of proceedings of Steering Committee should be maintained and shared with the Steering Committee and Project Management Office.

Other than the planned meetings, in exceptional cases, IREDA may call for Steering Committee meeting with prior notice to the Bidder.

The Steering Committee will consist of senior stakeholders from IREDA, its nominated agencies & stakeholders from bidder

4.8.1.3 Project Monitoring and Reporting

The bidder shall provide written progress reports at regular intervals to the IREDA team. Project status report shall include Progress against the Project Management Plan, status of all risks and issues, exceptions and issues along with recommended resolution etc. Governance structure will be mutually decided between bidder and IREDA team at the time of on-boarding.

Other than the planned meetings, in exceptional cases, project status meeting may be called with prior notice to the Bidder. IREDA reserves the right to ask the bidder for the project review reports other than the standard weekly review reports.

4.8.1.4 Risk and Issue management

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

The bidder shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with the IREDA team.

The bidder shall monitor report and update the project risk profile. The risks should be discussed and a mitigation plan be identified during the project review/ status meetings. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

4.8.1.5 Staffing requirements

IREDA has identified certain key positions that should be part of bidder's team during execution. Bidder shall provide resource deployment schedule including these key positions and other team members as mentioned in clause 1.3.5 of Annexure 3 in Section VII- Forms.

CVs of these resources would also be submitted along with the proposal as mentioned in Clause 1.3.6 of Annexure 3 in Section VII- Forms.

Please note that IREDA shall require that all discussion involving IREDA team to happen in IREDA office and attended by requisite bidder's personnel in person. Discussions over call/audio conference and video conference shall not be encouraged.

4.8.1.6 Governance procedures

a. Bidder shall document the agreed structures in a procedure's manual.
b. The Parties shall ensure as far as reasonably practicable that the PMO or Steering Committee shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

4.8.2 Transition Management

a. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to bidder's scope of work, the bidder shall be responsible to deliver services defined in scope and also maintain SLA requirements.

b. All risk during transition stage shall be properly documented by bidder and mitigation measures are planned in advance so as to ensure smooth transition without any service disruption.
c. Bidder shall provide necessary handholding and transition support, which shall include but not limited to, conducting detailed walk-through and demos for the solution, handing over the entire software (including source code, program files, configuration files, setup files, project documentation etc.), addressing the queries/clarifications of the new agency, conducting training sessions etc.
d. The transition plan along with period shall be mutually agreed between bidder and IREDA and could be extendable when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.

4.8.3 Project Management, Planning & Scheduling

The Bidder will prepare Business Blueprint and execution plan for entire scope of the project and implement the required application portfolios in a phased manner as defined here.

The Bidder shall prepare a detailed project plan and get the same validated from IREDA. The project plan should include the following:

- The project breaks up into logical phases and sub-phases;
- Activities making up the sub-phases and phases;
- Components in each phase with milestones;
- Key milestones and deliverables along with their dates including those related to delivery and installation of hardware and software;
- Start date and end date for each activity;
- The dependencies among activities;
- Resources / consultants to be assigned to each activity;
- Resources (Core team/ Business Team/ Technical Team etc.) expected from IREDA for each activity.

The Bidder will put in place necessary Project Management structure defining the respective roles and responsibilities. The Bidder should describe the proposed project reporting methodology in the bid. After award of contract, the Bidder will submit to IREDA a written progress reports every week for review. The frequency can be increased during critical phases of the project as mutually agreed with IREDA.

In addition, the Bidder shall report exceptions and issues that require immediate attention on a continuous basis. The Bidder's Project Management team will be responsible for updating the Steering Committee members in Steering Committee Meetings to be held at periodic intervals.

4.9Roles & Responsibilities of IREDA

IREDA shall constitute a project governance structure with adequate representation from all the stakeholders to review the recommendations of the Implementation Partner and accord necessary approvals.

IREDA shall discharge the following responsibilities for successful implementation of the project.

- Mobilize appropriate IREDA personnel.

- Review and award timely approvals to the documents / requests / deliverables, etc. received from the Implementation Partner.

- Review the bottlenecks highlighted by Implementation Partner on a regular basis and resolve the issues.

- Facilitate the training programs when conducted at IREDA premises to the extent of providing the venue, projection/viewing of training material. For the avoidance of doubt, the entire training material with distribution to all participants in hard copy and soft copy, travel costs, local logistics, boarding and lodging/ accommodation costs of the Bidder shall be borne by the Bidder. If training venues are organized at other than IREDA premises, the Bidder shall make and bear all costs for successfully imparting training except boarding and lodging costs of IREDA personnel.

- Communication within IREDA for general adaptation to approved reengineered processes, to suit the specific requirements of the integrated solution in order to ensure comprehension of new processes.

- In order to facilitate the smooth functioning and able administration of the project, IREDA shall on a reasonable effort basis, as far as practicable, provide support for the infrastructure needed at IREDA premises. This may include office seating space along with network connectivity and power supply.

- In order to facilitate the smooth functioning and execution of the project, IREDA shall, as far as practicable, provide all necessary approvals, reviews as may be applicable on a reasonable effort basis as expeditiously as possible. Provided hereinafter that the documents/subject matter on which such approvals/reviews are sought shall be accurate, unambiguous and qualitatively satisfactory in the opinion of IREDA. Provided further that for the purposes of the above obligation, the Bidder shall ensure that such reviews & approvals are sought in a timely manner prior to its intended utilization so as to allow IREDA adequate time to complete protocols in connection therewith.

- For the purposes of the above mentioned clauses, any grievances/complaints by the Bidder, which, in the opinion of IREDA is just, reasonable and warrant for a resolution shall be dealt with and addressed by IREDA in the periodic meetings.

- Support with UAT (User Acceptance Test) testing as per the timelines / plan finalized between IP and IREDA.

- Sign-off on data accuracy and completeness during the data migration, before data is loaded into proposed solution. Project to be executed by the IP dedicated team in IREDA office. All equipment required for development should be provided by the IP. IREDA will provide only the sitting space for IP dedicated team.

- Provide adequate space at the IREDA's location for setting up of infrastructure and other activities to be carried out by the Bidder as agreed with IREDA.

- Coordination between all the divisions for providing necessary information for the study and development / customization of the necessary solution.

- Coordinate with Bidder for conducting workshops for the Stakeholder departments.

- Provide the data available in the form of physical files or existing databases to the selected bidder for digitization purposes.
- Deployment of staff members of IREDA for verification of the digitized data within the defined timelines.
- Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
- Conducting UAT for the application solution deployed.
- Issuing the Acceptance Certificate on successful deployment of the software application, hardware deployed, digitized data and for other components of the Scope of Work (wherever required).
- IREDA will insure the entire hardware deployed at various locations for the entire duration of the contract against vandalism, theft, fire and lightening.
- Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
- To create internal capacity for execution of the project after takeover from the bidder.
- Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the bidder and agreed upon by IREDA.
- Provide sign off on the deliverables of the project.

5. PAYMENT MILESTONES AND SLAS

5.1Payment Milestones

1 No invoice for extra work/ change order on account of change request will be submitted by the Supplier unless the said extra work/ change order has been authorized/ approved by the Purchaser / Owner in writing in advance
2 The Bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, accompanied by the documents submitted
3 Payments shall be made within 30 days by the Purchaser after submission of an invoice or request for payment by the Bidder, and acceptance of the same by IREDA. Payment shall be made strictly in accordance with commercial BOM
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 Supplier or deduct such excess payment from any payment subsequently falling due to the Supplier
5 All payments shall be made to the supplier under this contract in Indian Rupees only.
6 Notwithstanding to the above-mentioned clause, in case of pro-rata based payment for activities (as applicable), payment will be made as per actual depending upon the work completion certificate.
7 Taxes, as applicable, may be deducted by the Purchaser before making payment to the Bidder.

Payment Milestones according to which payment shall be made to the bidder are as mentioned below (*):

Cost Category	Payment Schedule	Documentary Evidence
Development and Implementation Cost (Refer S.No 1 in BoM)	20% of Development and Implementation Cost shall be payable, post signoff of SRS of entire suite of applications	Signed-off SRS
	25% of Development and Implementation Cost of all module at sign-off of UAT of all the modules	Signed-off UAT report
	15% of Development and Implementation Cost at sign-off and completion of complete data migration	Signed-off data migration report
	25% of Development and Implementation Cost at complete Go Live of the Solution	Signed-off Go-Live report
	15% of Customization cost would be payable 6 months post Go Live of the Solution	Signed-off SLA report for the period

OEM Vetting cost (Refer S.No 2 in BoM)	Payable post the submission of report by OEM	OEM report approved by IREDA
Third party security audit (Refer S.No 3 in BoM)	Payable post the resolution of all the findings by the bidder	Resolution report
Migration Audit (Refer S.No 4 in BoM)	Payable post the resolution of all the findings which have come in Migration Audit by the bidder and confirmation by the auditor that the data has been successfully migrated	Resolution report and Successful Migration Report
Hosting and platform cost (Refer S.No 5 in BoM)	Hosting and platform cost will be divided into 4 equal instalments for each year, to be paid quarterly at the end of each quarter.	Signed-off SLA report for the period
Helpdesk Cost (Refer S.No 6 in BoM)	The amount to be payable towards Onsite Support would be divided into 4 equal instalments for each year, to be paid quarterly at the end of each quarter after processing of SLA reports and invoice submitted. The first quarter would begin after post go-live stabilization period	Signed-off SLA report for the period Signed-off attendance record for the period
Ticket Tool Cost (Refer S.No. 7 in BoM)	The amount to be payable towards Ticketing Tool to be deployed by bidder for tracking SLAs and calculating Penalties. Cost towards the same will be divided into 4 equal instalments for each year, to be paid quarterly at the end of each quarter.	Signed-off SLA report for the period

***Please note**: In the commercial sheet, as mentioned in table above, bidders cannot claim more than 50% of total contract value of the project in first 2 years from date of contract. If such an event occurs, where bidders had claimed more than 50% of total contract value in first 2 years in their commercial sheet, then IREDA may consider the prices quoted in the commercial sheet only for the evaluation purposes. However, the payment terms shall be as mentioned in section 5.1 ensuring that not more than 50% of the total contract value is paid in the first two years.

Subsequent to Post Go-Live Stabilisation support, all the payments shall be made on quarterly basis. However, SLAs and penalties shall be calculated on monthly basis.

5.2Service Level Agreement (SLA) & Penalties

The SLA specifies the expected levels of service to be provided by the Bidder to IREDA. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Bidder are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. IREDA and Bidder.

The Bidder shall monitor and maintain the stated service levels to provide quality service. Bidder to use automated tools to provide the SLA Reports. Bidder to provide access to IREDA or its designated personnel to the tools used for SLA monitoring.

Definitions

1. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of IREDA.

2. "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the DC, DR and client site locations will be 24X7X365. The total operation time for the client site systems shall be the business hours of IREDA.

3. "System or Application downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time IREDA and/or its employees log a call with the Bidder of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation.

4. "Availability" means the time for which the services and facilities are available for conducting operations on the IREDA system including application and associated infrastructure. Availability is defined as: {(Scheduled Operation Time – System Downtime) / (Scheduled Operation Time)} * 100%

5. "Helpdesk Support" shall mean the support centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract only for the solution deployed. Helpdesk support is to be provided as per service window defined in this RFP.

6. "Incident" refers to any event / abnormalities in the functioning of any of IT Equipment/ Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

Interpretation & General Instructions

1. Typical Resolution time will be applicable if systems are not available to the IREDA's users and customers.

2. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Bidder is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

3. A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.

4. Quarterly SLAs would be analysed. However, there would be month wise SLAs and all SLA targets have to be met on a monthly basis.

5. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Bidder for every quarter in the IREDA suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to IREDA shall contain the summary of all incidents reported and associated performance measurement for that period.

6. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.

5.2.1 Service Level Agreements (SLA's)

Following outlines the key performance requirements for the Project, which needs be ensured by the Bidder. These performance requirements shall be strictly imposed and a continuous monitoring would be done to ensure the performance of the Core Solution and other applications against the target performance metrics which have been logically segregated in the following categories:

1. Functional Availability
2. Help Desk
3. Project Timeline
4. IT System Audit

A Penalty no. is mentioned in "Penalty" column in the table below against each SLA. These numbers refer to the S.No. in the penalty table.

5.2.1.1 Functional Availability

#	SLA Parameter	Target Performance	Description	Penalty
Application availability and performance				

#	SLA Parameter	Target Performance	Description	Penalty
1.	Availability of each applications	99.5%	Availability of each of the application measured on monthly basis for a 24x7x365 time period. Availability will be defined as the sum total of availability of all applications under the Bidder's Scope of work.	1

5.2.1.2 Operations Support and Maintenance

<table>
<tr><th>#</th><th>SLA Parameter</th><th>Target Performance</th><th>Description</th><th>Penalty</th></tr>
<tr><td colspan="5">Helpdesk</td></tr>
<tr><td>2.</td><td>Problem Response time</td><td>>=95% within 30 minutes</td><td>Average Time taken to acknowledge and respond once an incident is logged through one of the agreed channels. This is calculated for all incidents reported within the reporting quarter (24x7x365)</td><td>2</td></tr>
<tr><td>3.</td><td>MTTR – Time to resolve</td><td>>=95% of
Severity 1 within 4 hours of problem reporting
Severity 2 within 8 hours of problem reporting
Severity 3 within 24 hours of problem reporting
Severity 4 within 48 hours of problem reporting or as mutually agreed between bidder and IREDA.</td><td>Time taken to resolve the reported problem
Severity is defined as:<table><tr><th>Severity</th><th>Definition</th></tr><tr><td>Severity 1</td><td>More than 10 users being impacted
Security Incidents
There is a problem with entire or part of IT service which cannot be used for normal business activities impacting external users or internal users
There is a direct or indirect impact on customer satisfaction.
No work-around or manual process available</td></tr></table></td><td>3</td></tr>
</table>

<table>
<tr><th>#</th><th>SLA Parameter</th><th>Target Performance</th><th>Description</th><th>Penalty</th></tr>
<tr><td></td><td></td><td>Note: In case bidder requests for any time extension in resolving the incident, the bidder needs to take prior approval from IREDA. IREDA holds the right to accept or reject the request and accordingly penalties will be levied.</td><td>
<table>
<tr><td></td><td>• Financial impact on IREDA</td></tr>
<tr><td>Severity 2</td><td>• More than 5 and up to 10 internal users being impacted
• The efficiency of users is being impacted
• Has a viable workaround</td></tr>
<tr><td>Severity 3</td><td>• Up to 5 internal users being impacted
• No impact on processing of normal business activities</td></tr>
<tr><td>Severity 4</td><td>• A low impact on the efficiency of users but has a simple workaround.
• Enhancement requests</td></tr>
</table>
</td><td></td></tr>
</table>

5.2.1.3 Project Timeline

#	SLA Parameter	Target Performance	Description	Penalty
4.	Delay in overall project duration attributable to the bidder	<1 month	Measured as the difference between the agreed project timelines and the actual date of Project completion	4
5.	Delay in any of the project milestone attributable to the bidder	< 15 days	Measured as the difference between the agreed planned date for the milestone and the actual date of its completion	5

5.2.1.4 Others

#	SLA Parameter	Penalty
6.	Bidder shall abide by Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) as defined by MS Azure for Dynamics 365	6
7.	Bidder shall communicate any patch release within 7 days of release of patch by Microsoft and implement the patch release within 7 days from the date of approval of IREDA	7

5.2.2 Penalties

Penalty table includes penalty that would be levied on bidder on non-achievement of SLAs. Slabs have been created for each SLA and penalty would be imposed on bidder as per the SLA achievement/ non-achievement for the period under consideration.

Penalties are mentioned as a percentage of certain components of cost. Definition of peak hours, non-peak hours, Sundays and national holidays is as provided below:

#	Events	Definition	Business Load
1	Peak Hours	8 am to 8 pm Applicable on the working days – Monday to Saturday	95% of entire day transaction volume
2	Non-peak Hours	8 pm to 8 am Applicable on the working days – Monday to Saturday	5% of entire day transaction volume
3	Sundays and National holidays	All Sundays and national holidays (26th Jan, 15th Aug and 2nd Oct)	25% of any other weekday transaction volume

.

<table>
<tr><th>S. No.</th><th>Penalty Description</th></tr>
<tr><td>1</td><td>
Penalty will be levied as per the following table: -
<table>
<tr><th rowspan="2">% Availability</th><th colspan="2">Penalty as % of the Monthly payment (including services and onsite support cost) to the Bidder for the applications</th></tr>
<tr><th>During Peak hours</th><th>During non-peak hours, Sundays and national holidays</th></tr>
<tr><td><99.5% & >=99%</td><td>0.5%</td><td>0.15%</td></tr>
<tr><td>< 99% & >= 98%</td><td>1%</td><td>0.25%</td></tr>
<tr><td>< 98% & >= 97%</td><td>2%</td><td>0.5%</td></tr>
</table>
For each additional drop of 1% in performance below 97% both for Peak and non-peak hours, Sundays and national holidays, 2% of the Monthly payment of the Monthly payment (including services and onsite support cost) to the Bidder will be levied as additional penalty.
</td></tr>
</table>

<table>
<tr><th>S. No.</th><th>Penalty Description</th></tr>
<tr><td>2</td><td>
Penalty will be levied as per the following table:
<table>
<tr><th rowspan="2">% transaction with >30 minutes response time</th><th colspan="2">Penalty as % of the Monthly payment (including services and onsite support cost) to the Bidder for the applications</th></tr>
<tr><th>During Peak hours</th><th>During non-peak hours, Sundays and national holidays</th></tr>
<tr><td><95% & >=93%</td><td>0.5%</td><td>0.15%</td></tr>
<tr><td>< 93% & >= 91%</td><td>1%</td><td>0.25%</td></tr>
<tr><td>< 91% & >= 89%</td><td>2%</td><td>0.5%</td></tr>
</table>
For each additional drop of 1% in performance below 89% both for Peak and non-peak hours, Sundays and national holidays, 2% of the Monthly payment of the Monthly payment (including services and onsite support cost) to the Bidder will be levied as additional penalty.
</td></tr>
<tr><td>3</td><td>
Penalty will be levied as per the following table:
<table>
<tr><th rowspan="2">% transaction with more resolution time as mentioned in SLA table (severity wise)</th><th colspan="2">Penalty as % of the Monthly payment (including services and onsite support cost) to the Bidder for the applications</th></tr>
<tr><th>During Peak hours</th><th>During non-peak hours, Sundays and national holidays</th></tr>
<tr><td><95% & >=93%</td><td>0.5%</td><td>0.15%</td></tr>
<tr><td>< 93% & >= 91%</td><td>1%</td><td>0.25%</td></tr>
<tr><td>< 91% & >= 89%</td><td>2%</td><td>0.5%</td></tr>
</table>
For each additional drop of 1% in performance below 89% both for Peak and non-peak hours, Sundays and national holidays, 2% of the Monthly payment of the Monthly payment (including services and onsite support cost) to the Bidder will be levied as additional penalty.
</td></tr>
<tr><td>4</td><td>If the Bidder fails to achieve the completion of project within project timelines defined in RFP or agreed timelines for implementation, the payment to the bidder will be liable for deduction @1% of the Total cost of Purchase order from any subsequent invoice without taxes for delay of each month or part thereof.</td></tr>
<tr><td>5</td><td>If the Bidder fails to achieve the completion of any milestone within defined duration, the payment to the bidder will be liable for deduction @1% of the payment for that milestone for delay of 15 days or part thereof from the milestone payment invoice</td></tr>
</table>

<table>
<tr><th>S. No.</th><th>Penalty Description</th></tr>
<tr><td>6</td><td>Penalty will be levied as per the following table:
<table>
<tr><th rowspan="2">% deviation (in terms of hrs) for RTO and/or RPO</th><th colspan="2">Penalty as % of the Monthly payment (including services and onsite support cost) to the Bidder for the applications</th></tr>
<tr><th>During Peak hours</th><th>During non-peak hours, Sundays and national holidays</th></tr>
<tr><td>>0.5% & <= 1%</td><td>0.5%</td><td>0.15%</td></tr>
<tr><td>>1% & <= 2%</td><td>1%</td><td>0.25%</td></tr>
<tr><td>>2% & <= 3%</td><td>2%</td><td>0.5%</td></tr>
</table>
For each additional increase of 1% in variation above 3% both for Peak and non-peak hours, Sundays and national holidays, 2% of the Monthly payment (including services and onsite support cost) to the Bidder will be levied as additional penalty.</td></tr>
<tr><td>7</td><td>If bidder fails to communicate any patch release within 7 days of release of patch by Microsoft and implement the patch release within 7 days from the date of approval of IREDA, the payment to the bidder will be liable for deduction @0.5% of the Monthly payment (including services and onsite support cost) to the Bidder</td></tr>
<tr><td>8</td><td>Hefty penalty (minimum of 25 per cent of the contract value) to be imposed in the event of Bidder giving commitment/ undertaking during bidding process which is later found to be false/ incorrect apart from blacklisting of the Bidder.</td></tr>
</table>

SECTION VII. FORMS

Table of Contents

Annexures and Undertakings

1.1 Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in the editable format of excel named "IREDA Pre-bid Queries_VENDOR NAME.xlsx", in the below mentioned format.

Sr. No	Section No. / Clause No.	Page No.	Point No.	Clause	Clarification Sought

1.2 Annexure 2 – Formats for Submission of the Eligibility Bid

1.2.1 Eligibility Bid Covering Letter

To,

Delhi, XXX

Additional General Manager (TS/IT)
Indian Renewable Energy Development Agency
Limited
3rd Floor, August Kranti Bhawan
Bhikaji Cama Place New Delhi - 11 00 66
Tel: +91 (011) 26717400-12
Fax: +91 (011) 26717416
Subject: Submission of the Eligibility bid for IREDA

Dear Sir,

We, the undersigned, offer to provide Systems Integrator services to IREDA with reference to your Request for Proposal dated XXX and our Proposal. We are hereby submitting our Eligibility bid.

We hereby declare that all the information and statements made in this Eligibility bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document with zero deviation. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

1.2.2 Eligibility Citations/ Other Citations Format for Technical Scoring

S. No.	Item	Bidder’s Response
1.	**Proposed Product/ Solution** *(for which the citation has been provided)*	
2.	**Name of Bidder entity**	
3.	**Assignment Name**	
4.	**Name of Client**	
5.	**Country**	
6.	**Contact Details** *(Contact Name, Address, Telephone Number)*	
7.	**Approximate Value of the Contract**	
8.	**Duration of Assignment (months)**	
9.	**Award Date (month/year)**	
10.	**Completion Date (month/year)**	
11.	**Narrative description of the project**	
12.	**Details of Work that defines the scope relevant to the requirement**	
13.	**Documentary Evidence attached**	

1.2.3 Total Responsibility

To,

Delhi, XXX

Additional General Manager (TS/IT)
Indian Renewable Energy Development Agency
Limited
3rd Floor, August Kranti Bhawan
Bhikaji Cama Place New Delhi - 11 00 66
Tel: +91 (011) 26717400-12
Fax: +91 (011) 26717416
Subject: Declaration of Total Responsibility

Dear Sir,

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.
Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

1.2.4 Letter from Statutory Auditors

(On the Letter Head of the Statutory Auditors of the Company)

To,

Delhi, XXX

Additional General Manager (TS/IT)
Indian Renewable Energy Development Agency
Limited
3rd Floor, August Kranti Bhawan
Bhikaji Cama Place New Delhi - 11 00 66
Tel: +91 (011) 26717400-12
Fax: +91 (011) 26717416

Dear Sir,

This is to certify that _ (name of the firm) ______________________________

a. Has been in operation for the last 5 years as on the date of submission of bid.
b. Is not blacklisted as per the ITB Clause 4 as on the date of submission of bid.
c. The Bidder (and subcontractor if any) have not been declared bankrupt/insolvent or in the process of liquidation as on the date of submission of bid.

Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

1.2.5 Declaration for Acceptance of RFP Terms and Conditions

Declaration for Acceptance of RFP Terms and Conditions

(On Bidder's Letter Head)

To
Additional General Manager (TS/IT)
Indian Renewable Energy Development Agency
Limited
3rd Floor, August Kranti Bhawan
Bhikaji Cama Place New Delhi - 11 00 66
Tel: +91 (011) 26717400-12
Fax: +91 (011) 26717416
Subject: Declaration for acceptance of RFP terms and conditions

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

1.2.6 Bidders Letter for EMD

(On Bidder's Letter Head)

To

Additional General Manager (TS/IT)
Indian Renewable Energy Development Agency
Limited
3rd Floor, August Kranti Bhawan
Bhikaji Cama Place New Delhi - 11 00 66
Tel: +91 (011) 26717400-12
Fax: +91 (011) 26717416

Subject: Bidder's Letter for EMD

We have enclosed an EMD in the form of a NEFT/RTGS/Demand Draft/Bank Guarantee No. issued by the branch of the Bank,

For the sum of Rupees only. This EMD is as required by the clause "Earnest Money Deposit (EMD)" of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

1.2.7 Capability Undertaking from HR

SELF DECLARATION ON HAVING SKILLED RESOURCES

To

Additional General Manager (TS/IT)
Indian Renewable Energy Development Agency
Limited
3rd Floor, August Kranti Bhawan
Bhikaji Cama Place New Delhi - 11 00 66
Tel: +91 (011) 26717400-12
Fax: +91 (011) 26717416

Dear Sir,

Subject: Self Declaration on having the requisite Capabilities and Skills

This is to certify/confirm that we ____________________, having our registered office at __________________________ have the requisite capabilities and skilled resources on Microsoft's Dynamics 365 platform within India to serve India Renewable Energy Development Agency Limited in achieving the IT program transformation for Supply, Installation, Migration, Implementation, maintenance and support of D365 ERP Solution

It is further confirmed that we as an organization have in house organizational capability with more than 30 skilled professionals trained on Microsoft Dynamics 365 ERP solution in India.

Thanking you,

Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

1.2.8 Technical Requirement Specifications (TRS)

Bidder shall submit responses to TRS in the editable format of excel "Annexure -6, attached along with the RFP.

Bidder also needs to send the PDF converted copy of the TRS excel sheet along with the technical bid.

1.2.9 Manufacturer's Authorization Form (MAF)

(On Company letterhead only)

Date: XXX

To,

Additional General Manager (TS/IT)
Indian Renewable Energy Development Agency Limited
3rd Floor, August Kranti Bhawan
Bhikaji Cama Place New Delhi - 11 00 66
Tel: +91 (011) 26717400-12
Fax: +91 (011) 26717416

Subject: Supply of equipment for IREDA

Sir,

This is to certify that **<Insert complete legal name of the OEM>**, I/we am/are the Original Equipment Manufacturers ("OEM") in respect of the products listed below ("Products"). I/We confirm the Products listed herein have not been announced as End-of-Life or End-of-Sale.

I/We confirm that ***<Insert complete legal name of MSP>*** ("Managed Service Provider" or "MSP") has due authorization from us to resell and supply certain OEM Equipment(s), to IREDA. The MSP is authorised by us, to provide the solution, implementation, requisite training & maintenance services, provide maintenance and upgrade support services for our products for the listed Information Technology infrastructure and System Integration services to IREDA.

When resold by reseller the Products shall be subject to applicable warranty terms and service policies of the OEM.

I/We affirm that as of the date of this letter, we shall make support available for the Product(s) and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of up to five (5) years from the date of sale to IREDA and that we currently expect to make these Products, or subsequent versions or functional equivalents of them, available for sale during such period of time.

We assure you that in the event of MSP**,** not being able to fulfil its obligation as our representative in respect of applicable standard warranty terms we would continue to meet our warranty terms for the entire term of the agreement through appropriate alternate arrangement(s) through our support mechanism in India.

This authorization letter is applicable against the Products listed below:

S. No.	Product Name
1.	
2.	
3.	

For and on behalf of **<Insert OEM's company name>**

Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

Cc: MSP's corporate name & Address

1.2.9.1 OEM Undertaking – Support for Solution/ Licenses provided

We confirm that our firm/company <> takes full responsibility for providing complete technical support for all aspects of project implementation, solution hosting and assistance to the Partner for maintenance and support during entire period of Project including extended period if any as stated in RFP. We through this undertaking shall signify and vetting of the solution <product name> as proposed and implemented by bidder.

Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

1.2.9.2 OEM Undertaking – Support Mechanism

We confirm that our firm/company <> have support mechanism in India, directly through our support office in India or through our authorized channel partners in India. By using this we will provide support during entire period of Project including extended period if any, as stated in RFP. This would be in addition to web support or remote support.

Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

1.3 Annexure 3 – Formats for Submission of the Technical Bid

1.3.1 Technical Bid Covering Letter

To,

Delhi, XXX

Additional General Manager (TS/IT)
Indian Renewable Energy Development Agency Limited
3rd Floor, August Kranti Bhawan
Bhikaji Cama Place New Delhi - 11 00 66
Tel: +91 (011) 26717400-12
Fax: +91 (011) 26717416
Subject: Submission of the Technical bid for IREDA

Dear Sir,

We, the undersigned, offer to provide Implementation Partner services to IREDA with reference to your Request for Proposal dated XXX and our Proposal. We are hereby submitting our Proposal, which includes Eligibility bid, Technical bid and the Commercial Bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorised Signatory)
Signature:

Name:
Designation:
Organization:

Seal:
Date:

1.3.2 Checklist

S. No.	Checklist Items	Bidder’s Response (Yes/ No)
1.	Earnest Money Deposit (EMD) along with Bidder’s letter	
2.	Non-blacklisting and Non-Bankruptcy undertaking	
3.	CMMI certificate	
4.	Total Responsibility Certificate	
5.	Manufacturers’/Producers’ Authorization Form	
6.	Authorization document	
7.	Eligibility Bid – on the portal	
8.	Technical Bid – on the portal	
9.	Commercial Bid	
10.	Declaration for acceptance of RFP terms and conditions	
11.	Capability undertaking from HR	

1.3.3 Bidder's General Information

Following table shall be filled with the details of the Bidder.

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
6	Valid GST registration no.			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding			
9	Telephone No. (with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
Financial Details (as per audited Balance Sheets of last three years) (in Cr)				
14	Year (Specify FY)	Year 1	Year 2	Year 3
15	Net worth			
16	Turn Over			
17	PAT			

1.3.4 Bidder's Experience – Client Citations

S. No.	Item	Bidder's Response
1.	**Proposed Product/ Solution** *(for which the citation has been provided)*	
2.	**Name of Bidder entity**	
3.	**Assignment Name**	
4.	**Name of Client**	
5.	**Country**	
6.	**Contact Details** *(Contact Name, Address, Telephone Number)*	
7.	**Approximate Value of the Contract**	
8.	**Duration of Assignment (months)**	
9.	**Award Date (month/year)**	
10.	**Completion Date (month/year)**	
11.	**Narrative description of the project**	
12.	**Details of Work that defines the scope relevant to the requirement**	
13.	**Documentary Evidence attached**	

1.3.5 Resource Deployment Plan

Bidder shall fill the resource deployment plan for all the resources that would be deployed on the project; this would include key positions identified in the RFP and other resources necessary to execute the project. Resource deployment plan is required to be provided both for implementation phase (till complete go-live) and post go-live phase. Bidder shall indicate for all resources, month-wise, percentage of time he/she will be deployed on project, total person-months and onsite/ offsite division of total person month.

Bidder shall fill this table as per the legend provided below the table.

I. Before Go-Live (Implementation)

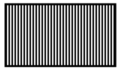
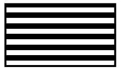
#	Role	Months									Total Staff person-month proposed	Distribution of Total (in months)	
		1	2	3	4	5	6	7	8	9	Total	Onsite	Offsite
1.	Project Manager												
2.	Solution Architect												
3.	Functional Lead												
4.	Lead Technical Consultant												
5.	Infrastructure Expert												
6.	Data Migration Specialist												
7.	Functional Consultants (Finance & Accounts)												

#	Role	Months									Total Staff person-month proposed	Distribution of Total (in months)	
		1	2	3	4	5	6	7	8	9	Total	Onsite	Offsite
8.	Functional Consultants (PIDMOS, LMS, LiMS)												
9.	3. Functional Consultants (HRMS, ESS, Payroll)												
10.	4. Functional Consultants (For other modules)												
11.	<Add more rows>												

Legend	
Pattern to be filled	Percentage deployment of resources
	<=25%
	>25% & <=50%
	>50% & <=75%
	>75% & <100%
	=100%

II. Post Go Live Stabilization Support

#	Role	Month							Total Staff person-month proposed	Distribution of Total (in months)	
		10-11 M	12-13 M	14-15 M	16-17 M	18-19 M	20-21 M	22 - 57 M	Total	Onsite	Offsite
1.											
2.											
3.											
4.											
5.											

Legend	
Pattern to be filled	Percentage deployment of resources
	<=25%
	>25% & <=50%
	>50% & <=75%
	>75% & <100%
	=100%

1.3.6 Curriculum Vitae (CV) of Team Members

Bidder shall provide CV for all the key positions as mentioned in the clause 2.8.4.2.1 in Section VI – Technical and other members of the project team that shall be deployed on the project.

<table>
<tr><th>S. No.</th><th colspan="2">Item</th><th colspan="2">Bidder’s Response</th></tr>
<tr><td>1.</td><td colspan="2">Name</td><td colspan="2"></td></tr>
<tr><td>2.</td><td colspan="2">Specify role to be played in the project</td><td colspan="2"></td></tr>
<tr><td>3.</td><td colspan="2">Name of Organization</td><td colspan="2"></td></tr>
<tr><td>4.</td><td colspan="2">Number of years with the Current Organization</td><td colspan="2"></td></tr>
<tr><td>5.</td><td colspan="2">Total Experience (in Years)</td><td colspan="2"></td></tr>
<tr><td>6.</td><td colspan="4">Experience in years (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)</td></tr>
<tr><td></td><td>Name of Organization</td><td>From</td><td>To</td><td>Designation/ Responsibilities</td></tr>
<tr><td>6.1.</td><td></td><td></td><td></td><td></td></tr>
<tr><td>6.2.</td><td></td><td></td><td></td><td></td></tr>
<tr><td>7.</td><td colspan="4">Educational Background, Training / certification including institutions, specializations areas etc.</td></tr>
<tr><td></td><td>Degree</td><td>Year of Award of Degree</td><td colspan="2">University</td></tr>
<tr><td>7.1.</td><td></td><td></td><td colspan="2"></td></tr>
<tr><td>7.2.</td><td></td><td></td><td colspan="2"></td></tr>
<tr><td>8.</td><td colspan="4">Summarized professional experience (Relevant to the Current Project) in reverse chronological order</td></tr>
<tr><td></td><td>From</td><td>To</td><td colspan="2">Company / Project / Position / Relevant Functional, Technical and Managerial experience</td></tr>
<tr><td>8.1.</td><td></td><td></td><td colspan="2"></td></tr>
<tr><td>8.2.</td><td></td><td></td><td colspan="2"></td></tr>
</table>

1.3.7 Know Your Employee (KYE)

The bidder has to ensure to submit the below KYE undertaking on their letter head to IREDA

(To be submitted by all bidders on their letter head)

To,

Date :, XXX

Additional General Manager (TS/IT)
Indian Renewable Energy Development Agency
Limited
3rd Floor, August Kranti Bhawan
Bhikaji Cama Place New Delhi - 11 00 66
Tel: +91 (011) 26717400-12
Fax: +91 (011) 26717416

UNDERTAKING

1. We <name of the Company> hereby confirms that all the resources deployed/ to be deployed on IREDA's Project for <Name of the RFP> have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We further undertake and agree to save defend and keep harmless and indemnified the IREDA against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the IREDA.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, educational documents etc.) to IREDA before deploying officials in IREDA premises for <Name of the RFP>

<Signature of competent authority with company seal>

<Name of Competent Authority>

<Company/ organization>

<Designation within company/ organization>

<Date>

<Name of authorized representative>

<Designation of authorized representative>

<Signature of authorized representative>
Verified above signatures

<Signature of competent authority>

<Date>

1.3.8 Project Plan

S. No.	Activity	Months																					
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22-57
1.																							
2.																							
3.																							
4.																							
5.																							
6.																							
7.																							

1.3.9 Functional Requirement Specifications (FRS)

Bidder shall submit responses to FRS in the editable format of excel “Annexure -6, attached along with the RFP.

Bidder also needs to send the PDF converted copy of the FRS excel sheet along with the technical bid.

1.4 Annexure 4 – Format for Submission of the Commercial Bid

Sl. No.	Item Description
1	**Development/Implementation Cost**
1.01	Finance and Accounts
1.02	Payroll
1.03	HRMS
1.04	Employee Self Service
1.05	LOS and LMS
1.06	Liability Management System
1.07	Legal
1.08	Credit Risk Rating System
1.09	Inventory Management
1.10	Solar and Wind GBI
1.11	Project Monitoring and Risk Management
2	**OEM Vetting Cost (To be completed before Go-Live)**
3	**Third Party Security Audit by CERT-In Empanelled Auditor (To be completed before Go-Live)**
4	**Migration Audit by CERT-In Empanelled Auditor (To be completed before Go-Live)**
5	**Solution Hosting and Platform Cost (for the products/solutions not covered under D365)**
5.01	Year 1 (Effective from T + 9 months, where T is the date of contract)
5.02	Year 2 (Effective from T + 21 months where T is the date of contract)
5.03	Year 3(Effective from T + 33 months where T is the date of contract)
5.04	Year 4 (Effective from T + 45 months where T is the date of contract)
6	**Helpdesk Cost**
6.01	Technical Resource - Year 1 (Effective from T + 21 months where T is the date of contract)
6.02	Technical Resource - Year 2 (Effective from T + 33 months where T is the date of contract)
6.03	Technical Resource - Year 3 (Effective from T + 45 months where T is the date of contract)
6.04	Functional Resource - Year 1 (Effective from T + 21 months where T is the date of contract)
6.05	Functional Resource - Year 2 (Effective from T + 33 months where T is the date of contract)
6.06	Functional Resource - Year 3 (Effective from T + 45 months where T is the date of contract)
7	**Ticketing Tool Cost (if any)**

1.5 Annexure 5 – FRS

Functional Requirements Specifications are attached separately with this RFP

FRS.xlsx

1.6 Annexure 6 – TRS

Technical Requirements Specifications are attached separately with this RFP

Technical Specification.xlsx

1.7 Annexure 7 – Current Infrastructure set up at IREDA

This section provides details of the current Infrastructure set up at IREDA. The High-Level design of the Architecture and the details of hardware components including network components have been provided in this section. The below table provides the list of the hardware components available at IREDA along with their specifications and configurations

List of Hardware at Data Centre

Sno.	Item Name	Managed By	Make	Model	Qty	Brief Specification
1	Core Switch	Dimension Data	Cisco	Cisco Catalyst 3850 24 Port 10G fiber Switch	2	24 10 G SFP+ Ports /High Availability (HA) /Active–Active Configuration / single management console/Redundant Power Supplies
2	Access / Edge / Users Distribution Switches		Cisco	Catalyst 2960-XR 48 GigE , 2x10G SFP+	13	48 Ports 10/100/1000 Ethernet Interface /stacking/ 10 G SFP+ uplink and Redundant Power supply
3	Storage		EMC	UNITY SYSPACK D996 X1 .8TB 10K SAS 25X2 5	1	25 TB Usable upgradable upto 50 TB Allocated at present 12 TB / 12 TB Free
4	Server		HP	HP ProLiant DL560 Gen9	2	Intel Xeon E5-4610 v4/1.8 Ghz/512 GB/4 Physical Processor (10 Core Each/Hyper Threading Enabled/4x900 GB (HDD)/Raid 10
				HP Proliant DL560 Gen9	2	Intel Xeon E5-4610 v4/1.8 Ghz/256 GB/4 Physical Processor (10 Core Each/Hyper Threading Enabled/4x600 GB(HDD)/raid 5
5	Firewall		Cisco	FPR2130-NGFW-K9	2	Application inspection for DNS, FTP, HTTP/SMTP,ESMTP, LDAP, MGCP, RTSP, SIP, SCCP, SQLNET, TFTP, H.323, SNMP/TCP intercept/TCP Syn cookie protection, Dead Connection Detection/ TCP sequence randomization/4 Gbps of NGFW performance throughput (includes FW, Application Visibility & IPS) /support atleast 2 million concurrent sessions/support atleast 20,000 connections per second with Application visibility/support atleast 20,000 connections per second with

Sno.	Item Name	Managed By	Make	Model	Qty	Brief Specification
6	Load Balancer		Radware	Alteon D-5208 Perform - 6G	2	4 x 10/100/1000 WAN ports/2 LAN ports (GbE)/200 mbps of aggregate WAN bandwidth/4 GB RAM/400000 Concurrent Sessions/HA Mode/Multipe Links termination
7	Backup Device		Avamar	AVMA1200FG 4TD	2	4TB De Duplicated Space and replicated to AKB to avoid no single point of failure.
8	SAN Switch		Cisco	MDS 9148S 16G FC Switch. wl 12 active po	2	All FC ports for device connectivity should be 8/16 Gbps auto-sensing Fibre Channel ports.
9	Racks		Valrack	42 U	3	One for Switching /One For UPS and Internet Connection/One For Servers,Stoarge /Backup etc.
10	UPS		APC	APC Symmetry lx 16kva	1	For Primary Power to Data Centre
11	ATS		APC	-	1	For Dual Power Supply
12	PAC		Emersio	3.5 Tons	2	Runs Standby Mode for 48 Hours
13	UPS	Aplab	Aplab	60 KVA	1	At IHC for Users and Data Centre
14	UPS	Consul Power	Consul Power	60 KVA	1	At IHC for Users and Data Centre
15	Fire Suppression Unit with FM 200 Gas Cylinder (Make - PYROGUARD)	Dimension Data	Pyroguard		1	Installed at IHC Data Center
16	Internet Connectivity	PGCIL	PGCIL	100 Mbps		Internet Terminated at IHC
				90 Mbps		P2P connecting AKB and IHC
17	Internet Connectivity	Spectra	Spectra	30 Mbps		Internet Terminated at IHC
				50 Mbps		P2P connecting AKB and IHC
				10 Mbps		P2P connecting IHC and NBCC

1.8 Annexure 8 – Details of organization

1.8.1 Number of concurrent users

There are at present 20 concurrent users as on date on AX 2009

1.8.2 Department officials

IREDA has roughly 170 users (the number may increase or decrease by 10-15 at the time of Go-Live). The below table is a split of the department wise users. However, there may be an overlap in each department for the type of licenses (team, activity and operational) for the specified number of users for each department.

The number of department official are as follows:

S.No	Department	Department officials
1	PTS	52
2	Legal	13
3	F&A	7
4	Liability Management System	4
5	LMS	16
6	HRMS	16
7	Payroll	02
8	ESS/MSS	167

The data is subject to minor changes in number, owing to transfers/ promotions/ separation etc. of the employees.

1.9 Annexure 9 – Non-Disclosure Agreement

Non-Disclosure Agreement

This Agreement is made and entered on _____ day of _____, 2019 (“**Effective Date**”) between

INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its corporate office at **3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 110066** (Hereinafter referred to as “IREDA”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

<Name of Company> a company registered in India under companies act, and having its registered office at **<Address>** (Hereinafter referred to as “Successful Implementation Partner”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

IREDA and SUCESSFUL IMPLEMENTATION PARTNER shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”. The matter is with reference to the contract between the Successful Implementation Partner and IREDA having the following particulars:

- **<Contract Number >**
- <**TA**>: Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA
- **<Date>**

NOW THEREFORE
In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose
The purpose of this Agreement is to maintain in confidence the various Information being provided by IREDA to the Successful Implementation Partner for carrying out the aforesaid contract/assignment, (hereinafter called "Purpose") set forth in below:

Services for the Migration, Development, Implementation, Maintenance and Support of an integrated solution with D365 ERP for IREDA

For the purpose of this agreement, any non-public information provided by IREDA pursuant to Successful Implementation Partner's contract with IREDA dated______, 2020 shall be considered as Confidential Information

Article 3: NO LICENSES
This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees, or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the business relationship and to support the business and infrastructure of the Receiving Party for the purpose; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to

any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving party shall be permitted to share the report of work product prepared which may contain the Confidential Information of the Disclosing Party with IREDA on a need to know basis.

3. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

4. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction. However, The Receiving Party shall retain sufficient documentation which may include Confidential Information in order to support and evidence the advice and work performed by the Receiving Party. Any such retained information shall be governed by confidentiality obligations mentioned herein this document.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF
The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER
No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: JURISDICTION
If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in New Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator’s award shall be final and binding on the parties.

Article 10: GOVERNING LAW
This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at New Delhi in India.

Article 11: NON-ASSIGNMENT
This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid for the period of 57 months from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

   This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

2. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

Indian Renewable Energy Development Agency Limited	**<Other Party>**

By:

Name:

Designation:

By:

Name:

Designation:

SECTION VIII. CONTRACT FORMS

Table of Contents

1.1 Contract Agreement

THIS CONTRACT AGREEMENT is made

the *[insert:* ***ordinal*** *]* day of *[insert:* ***month*** *], [insert:* ***year*** *].*

BETWEEN

(1) *[insert:* ***Name of Purchaser*** *],* a *[insert:* ***description of type of legal entity, for example, an agency of the Ministry of . . .*** *]* of the Government of *[insert:* ***country of Purchaser*** *],* or corporation incorporated under the laws of *[insert:* ***country of Purchaser*** *]* and having its principal place of business at *[insert:* ***address of Purchaser*** *]* (hereinafter called "the Purchaser"), and

(2) *[insert:* ***name of Supplier****],* a corporation incorporated under the laws of *[insert:* ***country of Supplier****]* and having its principal place of business at *[insert:* ***address of Supplier*** *]* (hereinafter called "the Supplier").

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System *[insert:* ***brief description of the Information System*** *]* ("the System"), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1. 1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))

Contract Documents

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement and the Appendices attached to the Contract Agreement

(b) Special Conditions of Contract

(c) General Conditions of Contract

(d) Technical Requirements (including Implementation Schedule)

(e) The Supplier's bid and original Price Schedules

(f) *[Add here: **any other documents**]*

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2.

Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: *[insert: **amount of foreign currency A in words**], [insert: **amount in figures**],* plus *[insert: **amount of foreign currency B in words**], [insert: **amount in figures**],* plus *[insert: **amount of foreign currency C in words**], [insert: **amount in figures**], [insert: **amount of local currency in words**], [insert: **amount in figures**],* as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3.

Effective Date for Determining Time for Operational Acceptance

3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

(a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;

(b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;

(c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

(d) *[specify here:* ***any other conditions, for example, opening/confirmation of letter of credit*** *]*.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4. Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

Appendix 1. Supplier's Representative

Appendix 2. Adjudicator *[if there is no Adjudicator, state* ***"not applicable"****]*

Appendix 3. List of Approved Subcontractors

Appendix 4. Categories of Software

Appendix 5. Custom Materials

Appendix 6. Revised Price Schedules (if any)

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of *[insert:* ***title or other appropriate designation*** *]*

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of *[insert:* ***title or other appropriate designation*** *]*

in the presence of

CONTRACT AGREEMENT

dated the *[insert:* ***number*** *]* day of *[insert:* ***month*** *], [insert:* ***year*** *]*

BETWEEN

[insert: ***name of Purchaser*** *],* "the Purchaser"

and

[insert: ***name of Supplier*** *],* "the Supplier"

1.1.1 *Appendix 1. Supplier's Representative*

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: *[insert:* ***name*** *and provide title and address further below****,*** *or state* ***"to be nominated within fourteen (14) days of the Effective Date"*** *]*

Title: *[if appropriate, insert:* ***title*** *]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: *[as appropriate, insert:* ***personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.*** *]*

Fallback address of the Supplier: *[as appropriate, insert:* ***personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.*** *]*

1.1.2 *Appendix 2. Adjudicator*

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: *[insert:* ***name*** *]*

Title: *[insert:* ***title*** *]*

Address: *[insert:* ***postal address*** *]*

Telephone: *[insert:* ***telephone*** *]*

In accordance with GCC Clause 6.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: *[insert:* ***hourly fees*** *]*

Reimbursable Expenses: *[list:* ***reimbursables*** *]*

Pursuant to GCC Clause 6.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

1.1.3 *Appendix 3. List of Approved Subcontractors*

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[specify: ***item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract.*** *Add additional pages as necessary.]*

Item	Approved Subcontractors	Place of Registration

1.1.4 *Appendix 4. Categories of Software*

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

1.1.5 *Appendix 5. Custom Materials*

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

1.1.6 *Appendix 6. Revised Price Schedules*

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, pursuant to the ITB Clauses 18.3, 26.2, and 33.1 (ITB Clauses 30.3, 38.2, and 45.1 in the two-stage SBD).

1.1.7 *Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments*

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

1.2 Performance and Advance Payment Security Forms

1.2.1 *Performance Security Form (Bank Guarantee)*

____

[insert: ***Bank's Name, and Address of Issuing Branch or Office****]*

Beneficiary: *[insert:* ***Name and Address of Purchaser****]*

Date: *[insert:* ***date****]*

PERFORMANCE GUARANTEE No.: *[insert:* ***Performance Guarantee Number****]*

We have been informed that on *[insert:* ***date of award****]* you awarded Contract No. *[insert:* ***Contract number****]* for *[insert:* ***title and/or brief description of the Contract****]* (hereinafter called "the Contract") to *[insert:* ***complete name of Supplier****]* (hereinafter called "the Supplier"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert:* ***amount(s)***[1] ***in figures and words****]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert:* ***amount(s)***[1] ***in figures and words****]*. This remaining guarantee shall expire no later than *[insert:* ***number*** *and select:* ***of months/of years*** *(of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,[2] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20 (a) is hereby excluded.

____

[Signature(s)]

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1 *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

2 *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

1.2.2 *Advance Payment Security Form (Bank Guarantee)*

____

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert:* ***Name and Address of Purchaser****]*

Date: *[insert:* ***date****]*

ADVANCE PAYMENT GUARANTEE No.: *[insert:* ***Advance Payment Guarantee Number****]*

We have been informed that on *[insert:* ***date of award****]* you awarded Contract No. *[insert:* ***Contract number****]* for *[insert:* ***title and/or brief description of the Contract****]* (hereinafter called "the Contract") to *[insert:* ***complete name of Supplier****]* (hereinafter called "the Supplier"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert:* ***amount in numbers and words, for each currency of the advance payment****]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligations under the Contract because the Supplier used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Supplier on its account *[insert:* ***number and domicile of the account****]*.

For each payment after the advance payment, which you will make to the Supplier under this Contract, the maximum amount of this guarantee shall be reduced by the ninth part of such payment.[1] At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

____

[Signature(s)]

---

1 *This sample formulation assumes an Advance Payment of 10% of the Contract Price excluding Recurrent Costs, and implementation of the main option proposed by this SBD in the SCC for GCC Clause 13.2.2 for gradually reducing the value of the Advance Payment Security. If the Advance Payment is other than 10%, or if the reduction in amount of the security follows a different approach, this paragraph would need to be adjusted and edited accordingly.*

1.3 Installation and Acceptance Certificates

1.3.1 ***Installation Certificate***

Date: *[insert:* ***date*** *]*

Loan/Credit Number: *[insert:* ***loan or credit number from IFB*** *]*

IFB: *[insert:* ***title and number of IFB*** *]*

Contract: *[insert:* ***name and number of Contract*** *]*

To: *[insert:* ***name and address of Supplier*** *]*

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the *[insert:* ***name of Purchaser*** *]* (hereinafter the "Purchaser") dated *[insert:* ***date of Contract*** *],* relating to the *[insert:* ***brief description of the Information System*** *],* we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: *[insert:* ***description*** *]*

2. Date of Installation: *[insert:* ***date*** *]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state:* ***"Project Manager"*** *or state* ***the title of a higher level authority in the Purchaser's organization*** *]*

1.3.2 *Operational Acceptance Certificate*

Date: *[insert:* ***date*** *]*

Loan/Credit Number: *[insert:* ***loan or credit number from IFB*** *]*

IFB: *[insert:* ***title and number of IFB*** *]*

Contract: *[insert:* ***name of System or Subsystem and number of Contract*** *]*

To: *[insert:* ***name and address of Supplier*** *]*

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the *[insert:* ***name of Purchaser*** *]* (hereinafter the "Purchaser") dated *[insert:* ***date of Contract*** *],* relating to the *[insert:* ***brief description of the Information System*** *],* we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): *[insert:* ***description*** *]*
2. Date of Operational Acceptance: *[insert:* ***date*** *]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state:* ***"Project Manager" or higher level authority in the Purchaser's organization*** *]*

1.4 Change Order Procedures and Forms

Date:	*[insert:* ***date*** *]*
Loan/Credit Number:	*[insert:* ***loan or credit number from IFB*** *]*
IFB:	*[insert:* ***title and number of IFB*** *]*
Contract:	*[insert:* ***name or System or Subsystem and number of Contract*** *]*

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

References to Changes

(1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.

(2) Change Estimate Proposals shall be numbered CN-nnn.

(3) Estimate Acceptances shall be numbered CA-nnn.

(4) Change Proposals shall be numbered CP-nnn.

(5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

8.1 Request for Change Proposal Form
8.2 Change Estimate Proposal Form
8.3 Estimate Acceptance Form
8.4 Change Proposal Form
8.5 Change Order Form
8.6 Application for Change Proposal Form

1.4.1 *Request for Change Proposal Form*

(Purchaser's Letterhead)

Date: *[insert:* ***date*** *]*

Loan/Credit Number: *[insert:* ***loan or credit number from IFB*** *]*

IFB: *[insert:* ***title and number of IFB*** *]*

Contract: *[insert:* ***name of System or Subsystem or number of Contract*** *]*

To: *[insert:* ***name of Supplier and address*** *]*

Attention: *[insert:* ***name and title*** *]*

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[insert:* ***number*** *]* days of the date of this letter.

1. Title of Change: *[insert:* ***title*** *]*

2. Request for Change No./Rev.: *[insert:* ***number*** *]*

3. Originator of Change: *[select* ***Purchaser / Supplier (by Application for Change Proposal)****, and add:* ***name of originator*** *]*

4. Brief Description of Change: *[insert:* ***description*** *]*

5. System (or Subsystem or major component affected by requested Change): *[insert:* ***description*** *]*

6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.	Description

7. Detailed conditions or special requirements of the requested Change: *[insert:* ***description*** *]*

8. Procedures to be followed:

   (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.

   (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.

   (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.

   (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.

   (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.

9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state:* ***"Project Manager"*** *or* ***higher level authority in the Purchaser's organization*** *]*

1.4.2 *Change Estimate Proposal Form*

(Supplier's Letterhead)

Date: *[insert:* ***date*** *]*

Loan/Credit Number: *[insert:* ***loan or credit number from IFB*** *]*

IFB: *[insert:* ***title and number of IFB*** *]*

Contract: *[insert:* ***name of System or Subsystem and number of Contract*** *]*

To: *[insert:* ***name of Purchaser and address*** *]*

Attention: *[insert:* ***name and title*** *]*

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: *[insert:* ***title*** *]*
2. Request for Change No./Rev.: *[insert:* ***number*** *]*
3. Brief Description of Change (including proposed implementation approach): *[insert:* ***description*** *]*
4. Schedule Impact of Change (initial estimate): *[insert:* ***description*** *]*
5. Initial Cost Estimate for Implementing the Change: *[insert:* ***initial cost estimate****]*
6. Cost for Preparation of Change Proposal: *[insert:* ***cost in the currencies of the Contract*** *],* as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state:* ***"Supplier's Representative"*** *or* ***other higher level authority in the Supplier's organization*** *]*

1.4.3 *Estimate Acceptance Form*

(Purchaser's Letterhead)

Date: *[insert:* ***date*** *]*

Loan/Credit Number: *[insert:* ***loan or credit number from IFB*** *]*

IFB: *[insert:* ***title and number of IFB*** *]*

Contract: *[insert:* ***name of System or Subsystem and number of Contract*** *]*

To: *[insert:* ***name of Supplier and address*** *]*

Attention: *[insert:* ***name and title*** *]*

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: *[insert:* ***title*** *]*
2. Request for Change No./Rev.: *[insert:* ***request number / revision*** *]*
3. Change Estimate Proposal No./Rev.: *[insert:* ***proposal number / revision*** *]*
4. Estimate Acceptance No./Rev.: *[insert:* ***estimate number / revision*** *]*
5. Brief Description of Change: *[insert:* ***description]***
6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state:* ***"Project Manager"*** *or* ***higher level authority in the Purchaser's organization*** *]*

1.4.4 ***Change Proposal Form***

(Supplier's Letterhead)

Date: *[insert:* ***date*** *]*

Loan/Credit Number: *[insert:* ***loan or credit number from IFB*** *]*

IFB: *[insert:* ***title and number of IFB*** *]*

Contract: *[insert:* ***name of System or Subsystem and number of Contract*** *]*

To: *[insert:* ***name of Purchaser and address*** *]*

Attention: *[insert:* ***name and title*** *]*

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[insert:* ***number*** *],* we hereby submit our proposal as follows:

1. Title of Change: *[insert:* ***name*** *]*
2. Change Proposal No./Rev.: *[insert:* ***proposal number/revision*** *]*
3. Originator of Change: *[select:* ***Purchaser / Supplier****; and add:* ***name****]*
4. Brief Description of Change: *[insert:* ***description*** *]*
5. Reasons for Change: *[insert:* ***reason*** *]*
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: *[insert:* ***description*** *]*
7. Technical documents and/or drawings for the requested Change:

   Document or Drawing No. Description

8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: *[insert:* ***amount in currencies of Contract*** *],* as detailed below in the breakdown of prices, rates, and quantities.

   Total lump sum cost of the Change:

   Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9. Additional Time for Achieving Operational Acceptance required due to the Change: *[insert:* ***amount in days / weeks*** *]*

10. Effect on the Functional Guarantees: *[insert:* ***description*** *]*

11. Effect on the other terms and conditions of the Contract: *[insert:* ***description*** *]*

12. Validity of this Proposal: for a period of *[insert****:*** ***number*** *]* days after receipt of this Proposal by the Purchaser

13. Procedures to be followed:

    (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within *[insert:* ***number*** *]* days from your receipt of this Proposal.

    (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state:* ***"Supplier's Representative"*** *or* ***other higher level authority in the Supplier's organization*** *]*

1.4.5 *Change Order Form*

(Purchaser's Letterhead)

Date: *[insert:* ***date*** *]*

Loan/Credit Number: *[insert:* ***loan or credit number from IFB*** *]*

IFB: *[insert:* ***title and number of IFB*** *]*

Contract: *[insert:* ***name of System or Subsystem and number of Contract*** *]*

To: *[insert:* ***name of Supplier and address*** *]*

Attention: *[insert:* ***name and title*** *]*

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. *[insert:* ***number*** *]*, and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: *[insert:* ***name*** *]*
2. Request for Change No./Rev.: *[insert:* ***request number / revision*** *]*
3. Change Order No./Rev.: *[insert:* ***order number / revision*** *]*
4. Originator of Change: *[select:* ***Purchaser / Supplier****; and add:* ***name*** *]*
5. Authorized Price for the Change:

   Ref. No.: *[insert:* ***number*** *]* Date: *[insert:* ***date*** *]*

   [insert: ***amount in foreign currency A*** *]* plus *[insert:* ***amount in foreign currency B*** *]* plus *[insert:* ***amount in foreign currency C*** *]* plus *[insert:* ***amount in local currency*** *]*

1. Adjustment of Time for Achieving Operational Acceptance: *[insert:* ***amount and description of adjustment*** *]*

7. Other effects, if any: *[state:* ***"none"*** *or insert* ***description*** *]*

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state:* ***"Project Manager"*** *or* ***higher level authority in the Purchaser's organization*** *]*

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state* ***"Supplier's Representative"*** *or* ***higher level authority in the Supplier's organization*** *]*

1.4.6 *Application for Change Proposal Form*

(Supplier's Letterhead)

Date: *[insert:* ***date*** *]*

Loan/Credit Number: *[insert:* ***loan or credit number from IFB*** *]*

IFB: *[insert:* ***title and number of IFB*** *]*

Contract: *[insert:* ***name of System or Subsystem and number of Contract*** *]*

To: *[insert:* ***name of Purchaser and address*** *]*

Attention: *[insert:* ***name and title*** *]*

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: *[insert:* ***name*** *]*
2. Application for Change Proposal No./Rev.: *[insert:* ***number / revision****]* dated: *[insert:* ***date*** *]*
3. Brief Description of Change: *[insert:* ***description*** *]*
4. Reasons for Change: *[insert:* ***description*** *]*
5. Order of Magnitude Estimation: *[insert:* ***amount in currencies of the Contract*** *]*
6. Schedule Impact of Change: *[insert:* ***description*** *]*
7. Effect on Functional Guarantees, if any: *[insert:* ***description*** *]*
8. Appendix: *[insert:* ***titles*** *(if any); otherwise state* ***"none"*** *]*

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state:* ***"Supplier's Representative"*** *or* ***higher level authority in the Supplier's organization*** *]*